



Virginia Department of
Health Professions
Board of Funeral Directors and Embalmers

Final
***VIRTUAL* Full Board Meeting**

July 14, 2020

The Virginia Board of Funeral Directors and Embalmers convened virtually via WebEx for a full board meeting on Tuesday, July 14, 2020, with staff coordination on-site at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, Henrico, Virginia.

BOARD MEMBERS PARTICIPATING VIRTUALLY:

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

BOARD MEMBERS PRESENT ON-SITE:

Louis R. Jones, FSL

BOARD MEMBERS ABSENT:

None

DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING:

Barbara Allison-Bryan, M.D., Deputy Director, DHP (Virtual)
Erin Barrett, Assistant Attorney General, Board Counsel (Virtual)
David Brown, D.C., Director, DHP (Virtual)
Sarah Georgen, Licensing and Operations Manager (On-Site)
Kelley Palmatier, Deputy Executive Director (Virtual)
Yetty Shobo, Healthcare Workforce Data Center (On-Site)
Corie Tillman Wolf, Executive Director (On-Site)
Matt Treacy, Media Production Specialist (On-Site)
Heather Wright, Program Manager (On-Site)
Elaine Yeatts, Sr. Policy Analyst (Virtual)

OTHER GUESTS PRESENT (VIRTUAL)

Angela Bezik, Virginia Funeral Directors' Association
Gregg C. Faulkner, Sr.
Jerry Gentile
Paul Harris, Regulatory Support Services, Inc.
Bo Keeney, Association of Independent Funeral Homes of Virginia

Glenn McBride, COVID-19 Emergency Coordinator, Office of the Chief Medical Examiner
Ross Miller
Dianne Rencsok, Funeral Consumers Alliance of the Virginia Blue Ridge
Brenda Roberts
Barry Robinson, Virginia Mortician's Association
Lauren Thomas, The International Conference of Funeral Service Examining Boards
Ben Traynham
Lacy Whittaker, Virginia Funeral Directors' Association

**participant indicates attendance to count toward continuing education requirements*

CALL TO ORDER

Due to the COVID-19 declared state of emergency and consistent with Amendment 28 to HB29 (Budget Bill for 2018-2020) and the applicable provisions of the Freedom of Information Act including Virginia Code § 2.2-3708.2, the Board convened a virtual meeting to consider such regulatory and business matters as was presented on the agenda necessary for the board to discharge its lawful purposes, duties, and responsibilities.

Ms. Mimms called the meeting to order at 9:01 a.m.

Ms. Mimms provided the Board members, staff, and the public with contact information should the electronic meeting be interrupted.

Ms. Mimms provided reminders to the Board and public regarding WebEx functions. She completed a roll call of the Board members and staff.

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

Ms. Mimms read the mission of the Board, which is also the mission of the Department of Health Professions.

APPROVAL OF MINTUES

Ms. Tillman Wolf suggested an edit to the October 10, 2019 Full Board meeting minutes, page 8, paragraph 5, clarifying the language to the motion to read: "Upon a motion by Mr. Nelsen which was properly seconded by Ms. Slusser, the Board voted to adopt the other proposed amendments to the Regulations for the Funeral Service Internship Program in 18VAC 65-40-10 et seq. as presented *and to move forward with proposed regulations*, including the changes to the internship program from the previous motion."

Additionally, Ms. Tillman Wolf clarified that Board and agency staff present at the Perimeter Center included Ms. Georgen, Ms. Wright, Mr. Treacy, and herself, along with Board member Mr. Jones who had already indicated his presence.

Upon a **MOTION** by Mr. Nelsen, and properly seconded by Mr. Hanif, the Board voted to approve the minutes in a block for the meetings held between October 10, 2019 and March 10, 2020 as amended. The motion passed unanimously by roll call.

ORDERING OF THE AGENDA

With no changes to the agenda, the agenda was accepted.

PUBLIC COMMENT

Written public comment was provided by Ross Miller (Attachment A), Barry Robinson, Virginia Mortician's Association (Attachment B), and Allison Carpenter, Interfaith Programs Committee, McLean Islamic Center (Attachment C).

Ms. Tillman Wolf stated that while the Board is not required to respond to public comment, she offered brief clarifications on some comments received noting that the Board does not accept comment related to any closed or pending complaint or disciplinary action.

Ms. Tillman Wolf also stated that there was a comment received regarding continuing education and whether or not there could be a clarification regarding whether licensees may earn continuing education for online courses. She clarified that licensees are permitted to take their continuing education via online courses if provided by an approved provider or are approved courses.

Ms. Tillman Wolf also clarified the proposed intern hours stating that they are not on the agenda for discussion, so the current 3,000-hour requirement was still in effect pending further regulatory action on outstanding regulations.

Finally, Ms. Tillman Wolf stated that the comments regarding the Regulatory Advisory Panel would be forwarded to the panel for consideration.

AGENCY REPORT – David Brown, D.C., Director, DHP and Barbara Allison-Bryan, M.D., Deputy Director, DHP

Dr. Brown began his report by complimenting board and staff on a good start to the meeting.

He provided an update to DHP functions during the COVID-19 pandemic and stated that DHP had closed the building to the public and invested in telework options by purchasing laptop computers for employees. He reported that approximately 75% of DHP staff are successfully teleworking, which accomplished the goal for social distancing. He reported that although disciplinary hearings and Board meetings had been stopped during the pandemic, they were beginning to resume. He stated that appropriate social distancing measures would be conducted for in-person meetings, including the number of people that can be in each room for a meeting. Additionally, he stated that masks are required in the building.

Dr. Brown also stated that he was aware of the concerns within the industry for Personal Protection Equipment (PPE) and that he continues to inform the administration of the PPE requirements. He stated that he will continue to ensure that PPE requirements are met in the future, if needed.

Dr. Allison-Bryan stated that licensing had continued through the pandemic, which included waivers for Behavioral Science professionals to practice in the Commonwealth. She stated that customer service has remained unchanged and credited the Boards and staff for that consistency.

With no questions, Dr. Brown and Dr. Allison-Bryan concluded their reports.

BOARD COUNSEL REPORT

Ms. Barrett did not have a report.

PRESENTATION

Mass Fatality Task Force – Glenn McBride, COVID-19 Emergency Coordinator, Office of the Chief Medical Examiner

Ms. Mimms welcomed Glenn McBride, COVID-19 Emergency Coordinator, Office of the Chief Medical Examiner, to provide a presentation on the Mask Fatality Task Force.

Mr. Graves requested clarification on whether removal service employees had been classified as first responders, and whether the funeral industry has been deemed critical infrastructure during the pandemic.

Mr. McBride stated that the Federal Emergency Management Agency (FEMA) detailed who was considered critical infrastructure and that the Office of the Chief Medical Examiner has been using that list during the pandemic, but that Funeral Directors, and by extension removal services, are part of the critical infrastructure.

Mr. Hanif requested clarification on a situation in which a decedent is transported from a hospital setting and requested clarification on whether it was required for the hospital to inform the funeral home of the manner of death being COVID-19 prior to the acceptance of the remains.

Mr. McBride stated that there was no requirement for a written notification to the transporter or funeral home of the manner of death of the decedent, but stated that the law requires general notification to the transporter.

Dr. Hickey explained his understanding of emergency room practice regarding notification to transporters.

Ms. Tillman Wolf stated that she and Mr. McBride previously discussed the information related to surveys and data collection related to storage and processing capacity. She stated that the Board has the potential opportunity to facilitate survey information from licensees through a survey monkey tool to specifically ask limited questions to facility licensees on storage capacity of decedents, whether the facility offers burial or cremation services, and maximum throughput of decedents per day or per week. She explained that the Board has the ability to send those surveys to licensees, if the Board members agreed. She also stated that this could be used for longer-term emergency management planning purposes. She clarified that this would be a separate survey than that of the Healthcare Workforce Data Center survey.

Upon a **MOTION** by Mr. Slusser, and properly seconded by Mr. Walton, the Board voted to approve the implementation of survey questions to facility licensees to collect information related to storage capacity for decedents, whether burial or cremation services are offered by the facility, and maximum throughput which is decedents to final disposition per day or week. The motion passed unanimously by roll call.

BREAK

The Board took a break at 10:02 a.m. The Board reconvened at 10:14 a.m.

2020 Funeral Service Provider Workforce Report - Yetty Shobo, Ph.D., Healthcare Workforce Data Center

Ms. Mimms welcomed Yetty Shobo, Ph.D., Healthcare Workforce Data Center, to provide a presentation on the 2020 Funeral Service Provider Workforce Report.

Upon a **MOTION** by Mr. Nelsen, and properly seconded by Dr. Hickey, the Board voted to approve the 2020 Funeral Service Provider Workforce Report. The motion passed unanimously by roll call.

LEGISLATION AND REGULATORY ACTIONS

Policy Updates – Electronic Meeting Policy (Emergency and Statutory)

Ms. Yeatts provided an overview of the Electronic Meeting Policy (Emergency and Statutory).

Legislative/Regulatory Updates

Ms. Yeatts provided an update of legislation from the 2020 General Assembly.

Ms. Yeatts provided information regarding SB 1044: Funeral Directors and Embalmers; Board to Promulgate Regulations for Licensure. Ms. Tillman Wolf stated that a Regulatory Advisory Panel (RAP) will be convened to discuss the changes to the regulations. She stated that the Board would request input from associations regarding these changes.

Mr. Hanif requested information on the selection of the RAP panel and asked if panel members had been selected. Ms. Tillman Wolf and Ms. Yeatts explained that the panel would consist of several different stakeholders and would be selected by the Board President.

Report of Regulatory Actions

Ms. Yeatts provided an overview of the current outstanding regulatory actions.

Board Discussion and Actions - Adoption of Final Regulations from Periodic Review – Regulations Governing the Practice of Funeral Directors and Embalmers (18 VAC 65-20-10 et seq.)

Ms. Yeatts provided an overview of the proposed changes to the Regulations Governing the Practice of Funeral Directors and Embalmers (18 VAC 65-20-10 et seq.).

Upon a **MOTION** by Mr. Nelsen, and properly seconded by Mr. Hanif, the Board voted to adopt the final regulations from the Periodic Review for the Regulations Governing the Practice of Funeral Directors and Embalmers under 18 VAC 65-20-10 et seq. as presented. The motion passed unanimously by roll call.

Board Discussion and Actions - Adoption of Final Regulations from Periodic Review –Regulations for Preneed Funeral Planning (18VAC 65-30-10 et seq.)

Ms. Yeatts provided an overview of the proposed changes to the Regulations for Preneed Funeral Planning (18 VAC 65-30-10 et seq.).

Mr. Hanif requested clarification on the proposed changes related to a stricken word(s). Ms. Yeatts clarified that a stricken word in the document means that it will be removed from the final Regulations.

Mr. Nelsen requested clarification on 18 VAC 65-30-50 (B) Solicitation. He asked for clarification of the use of “funeral service licensee” in this section and asked if this should also include funeral director to remain consistent with other portions of the regulations. Specifically, the regulation would read “B. After a request to discuss preneed planning is initiated by the contract buyer or interested consumer, any contact and in-person communication shall take place only with a funeral service licensee *or licensed funeral director.*”

Mr. Nelsen made a **MOTION** which was properly seconded by Mr. Slusser, to include an amendment to the final Regulations from the Periodic Review for the Regulations for Preneed Funeral Planning under 18 VAC 65-30-10 et seq. to include the verbiage “or licensed funeral director” in 18 VAC 65-30-50 (B) which will read “B. After a request to discuss preneed planning is initiated by the contract buyer or interested consumer, any contact and in-person communication shall take place only with a funeral service licensee *or licensed funeral director.*”

Upon a **MOTION** by Ms. Steele, and properly seconded by Mr. Hanif, the Board voted to include the amendment as suggested by Mr. Nelsen to the Regulations for Preneed Funeral Planning under 18 VAC 65-30-10 et seq. The motion passed unanimously by roll call.

Upon a **MOTION** by Mr. Walton and properly seconded by Ms. Steele, the Board voted to adopt the final regulations from the Periodic Review for the Regulations for Preneed Funeral Planning under 18 VAC 65-30-10 et seq. as amended. The motion passed unanimously by roll call.

Board Discussions and Actions - Adoption of Revisions to Bylaws of the Board (Guidance Document 65-10)

Ms. Tillman Wolf provided an overview of the proposed changes to the Bylaws of the Board.

Upon a **MOTION** by Ms. Steele, and properly seconded by Mr. Walton, the Board voted to adopt the revisions to the Bylaws as outlined in Guidance Document 65-10 as presented. The motion passed unanimously by roll call.

Board Discussions and Actions - Adoption of Revisions to Guidance Document 76-21.3.1, Funeral Inspection Report

Ms. Tillman Wolf provided an overview of the proposed changes to Guidance Document 76-21.3.1., Funeral Inspection Report.

Upon a **MOTION** by Mr. Graves, and properly seconded by Mr. Walton, the Board voted to adopt the revisions to Guidance Document 76-21.3.1 as presented. The motion passed unanimously by roll call. Ms. Mimms reminded the board that the Guidance Document changes will undergo a 30-day comment period before becoming effective.

BREAK

The Board took a break at 11:20 a.m. The Board reconvened at 11:31 a.m.

COMMITTEE AND BOARD MEMBER REPORTS

Board President Report – Mia Mimms, FSL

Ms. Mimms reported that she was able to attend the International Conference 116th Annual Meeting, along with Mr. Nelsen, Ms. Tillman Wolf, and Ms. Palmatier from February 18-20, 2020.

Ms. Mimms reported on the webinar presented by Corie Tillman Wolf and Marshall Vogt, Senior Epidemiologist with the Virginia Department of Health on COVID-19 and the funeral industry on April 19, 2020. She reported that the webinar provided a general overview of COVID-19 and its impact on the U.S. and Virginia.

Ms. Mimms welcomed Mr. Graves to the Board. Ms. Mimms announced Ms. Steele's term expiration. She thanked Ms. Steele for her time and dedication to the Board. Ms. Mimms thanked the licensees for service to the community during the COVID-19 pandemic. She also thanked the DHP staff for support to the Board of Funeral Directors and Embalmers.

Mr. Graves expressed his eagerness to serve on the Board in the future.

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

Mr. Jones stated that the Board of Health Professions met virtually on June 25, 2020. He provided an overview of the June 25, 2020 meeting. Minutes from the Board meeting on February 27, 2020 were included in the agenda packet.

Updates from the Conference Annual Meeting – Mia Mimms, FSL, and Blair Nelsen, FSL

Ms. Mimms reported on the Annual Meeting of the International Conference of Funeral Service Examining Boards. During elections for the Conference Board, Mr. Nelsen was elected as Vice President and re-elected as Delegate for District 2.

Mr. Nelsen reported on the Conference Annual Meeting, which included a presentation by Ms. Tillman Wolf and himself on the Sanctioning Reference Points (SRP) guidelines from Virginia. He also reported on a presentation regarding Washington State law that authorizes the composting of human remains as a method of disposal called Natural Organic Reduction. Mr. Nelsen also reported on Vermont's alternate path to Funeral Director licensure, as they are experiencing a shortage of funeral directors in that state. Mr. Nelsen reported the Vermont has created a mortuary sciences program and internship program for licensure in that state.

Report on the National Board Examination (NBE) – Blair Nelsen, FSL

Mr. Nelsen reported on the National Board Examination (NBE) and provided an overview of the exam and how it is developed.

Mr. Hanif requested further information from Mr. Nelsen on the Natural Organic Reduction method. Ms. Tillman Wolf stated that a link to presentations from the Conference Annual Meeting would be sent to Board members following the meeting.

STAFF REPORTS

Executive Director's Report – Corie E. Tillman Wolf

Ms. Tillman Wolf welcomed Mr. Graves to his first Board meeting.

Ms. Tillman Wolf thanked Ms. Steele for her service to the Board.

Ms. Tillman Wolf provided an overview of the COVID-19 response. She reported that the first COVID-19 related Executive Order was issued by Governor Northam on March 12, 2020, with numerous Executive Orders and Amended Orders issued within a short period thereafter. The Orders and related guidance have evolved rapidly over the past four months and changed on an almost daily basis early in the pandemic.

She explained that an existing Executive Order outlining the state's Emergency Action Plan (EO 42) included language related to the Board and to regulations for storage and handling of decedents during a mass fatality event as determined by the Office of the Chief Medical Examiner (OCME).

Ms. Tillman Wolf stated that the scope and nature of the pandemic was not contemplated by the Board's existing statues and regulations. She reported a reliance on expertise from the Virginia Department of Health (VDH) and the Centers for Disease Control (CDC) regarding precautions. She explained the role of the Board during the pandemic.

Ms. Tillman Wolf reported on the Board communication throughout the COVID-19 pandemic and stated that several emails to licensees, as well as updates to the website have been completed. She reported on the blanket extension offered for continuing education completion, allowing a six-month CE extension beyond the March 31 renewal deadline, as well as the agency waiver of late fees for renewals beginning with renewals due in March. Ms. Tillman Wolf reported on board operations during COVID-19 including staffing, discipline operations, licensing operations, and Enforcement Division inspections.

Ms. Tillman Wolf reported on a number of issues that have arisen during the pandemic, including the potential confusion regarding CE requirements and how CE can be obtained, as well as inter-agency coordination and information sharing. She stated that she has been coordinating with the OCME on additional resources specifically for funeral directors and embalmers, including data collection, information on the EDRS and Cremation Module, and the Mass Fatality Task Force.

Mr. Nelsen left the meeting at 12:05 p.m.

Ms. Tillman Wolf provided brief updates from the International Conference of Funeral Service Examining Boards (the Conference) and their Annual Meeting in February 2020, in which Mr. Nelsen was sworn in for a second term as District 2 Director and was elected as Vice-President of the Conference Board. She announced that Ms. Palmatier was appointed to the Model Rules Advisory Committee.

Ms. Tillman Wolf reported on updates from the Federal Trade Commission (FTC) which solicited public comment on the Funeral Rule for a planned review of the existing regulations. She stated that the FTC issued a new "Tip Sheet" for providers on "Price List Essentials."

Ms. Tillman Wolf provided an updated on the Educational Programs and noted the recent accreditation decisions of funeral service programs by the American Board of Funeral Service Education (ABFSE) including the continued accreditation of John Tyler Community College and Tidewater Community College.

Ms. Tillman Wolf provided updates on the State Laws, Rules and Regulations Examination (LRR) providing statistics from 2019 and the need for the Examination Committee to convene to review and update exam questions and to discuss options for professional services.

Ms. Tillman Wolf updated the Board regarding Surface Transportation and Removal Services. She reported a dramatic increase of applications in 2019 and 2020 with a 300% increase from 2018 to 2019, and a 200% increase from 2018 to YTD 2020. She said there have been an influx of questions that the Board has received related to registrations. She stated that the registration requirements may be an issue requiring further review and analysis by the Board.

Ms. Tillman Wolf provided a report on inspections of establishments and crematories for the 2019 calendar year. She noted the following:

- Inspections Conducted: Total 194
 - Main = 116
 - Branch = 27
 - Crematory = 51
- Funeral Establishments
 - Routine = 121 (85%)
 - New/Change of Owner = 21 (14.7%)
 - Reinspection = 1 (0.3%)

Ms. Tillman Wolf reported on the following deficiencies cited in 2019:

- Main and Branch

- 153 violations cited over 143 facilities
 - 70 facilities with no deficiencies = 49%
 - 73 facilities with at least one deficiency = 51%
 - One deficiency = 41 facilities (56%)
 - Two deficiencies = 18 facilities (25%)
 - Three or more deficiencies = 14 facilities (19%)
- Crematories
 - 8 violations cited over 8 facilities
 - 43 facilities with no deficiencies = 84.3%
 - 4 deficiencies (50%) – no DEQ permit

Ms. Tillman Wolf reported on the most common deficiencies in main and branch establishments for 2019 to include:

- General Price List (n=74, 48%)
 - *Incorrect Prices/Price Ranges (n = 52)*
 - *49/52 were immediate burial/direct cremation prices/price ranges*
 - *Incorrect/Missing Disclosures (n = 20)*
 - *Incorrect/Missing Information (n = 2)*
- Alphabetical/Chronological Preneed Listing (n = 17, 11%)
- Embalming Authorization (n = 17, 11%)
- Preparation Room (n = 15, 10%)
- Itemized Statement (n = 8, 5%)
- CPL/OBCPL (n = 6, 4%)
- Embalming Report (n = 4, 3%)
- Posting of License (n = 2, 1.3%)
- Records Retention (n = 2, 1.3%)
- Other/Unspecified (n = 8, 5%)

Dr. Hickey inquired about the number of deficiencies and the most common deficiency with the General Price List. Ms. Tillman Wolf said that, while she cannot speculate as to the reason for the high number of GPL deficiencies, it might be due to facilities forgetting to update the ranges on the general price list following a change in casket or other prices.

Ms. Tillman Wolf reported on specific questions received, including whether a funeral home can have an embalming/preparation room on-site or on-property but not physically located within the main building of an establishment. After some discussion by the Board, it was requested by Ms. Mimms to defer this topic to the next Board meeting to allow for research into this question.

Ms. Tillman Wolf reported a second question received concerning the General Price List (GPL) and whether the statement “A complete price list will be provided at the funeral home” is required when the GPL already includes a full listing of casket and OBC prices. Ms. Tillman Wolf explained that, upon review of the Funeral Rule, the statement is not required when casket and outer burial container prices are already contained in full in the GPL. As a result, Ms. Tillman Wolf incorporated a proposed notation in the inspection form, which was previously discussed by the Board.

Ms. Tillman Wolf provided Vital Records and EDRS updates from Janet Rainey, State Registrar regarding limited public access to the vital records offices, proposed updates for the Monthly Funeral Director Reports, the increase in number of physicians signed up for EDRS, and continued collaboration with the Board. Ms. Tillman Wolf reported that a joint letter from the Board of Medicine and the Board of Funeral Directors and Embalmers regarding the use of EDRS was distributed to licensees by email in January.

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

Licensure Statistics – All Licenses

License	July 13, 2020	July 10, 2019	Difference (+/-)
Funeral Service Licensees	1,506	1,518	-12
Funeral Director	33	36	-3
Embalmer Only	2	2	--
Supervisors	591	568	23
Interns	193	186	7
Establishments	411	420	-9
Branch Establishments	86	79	7
Crematories	112	115	-3
CE Providers	9	12	-3
Courtesy Card Holders	105	110	-5
Surface Transport & Removal Svc.	48	44	4
Total (*not incl. supervisors)	2,505	2,522	-17

Ms. Tillman Wolf summarized the upcoming action items for the Board to include:

- Regulatory Advisory Panel and SB 1044
- Examination Committee
- Continued Collaboration and Information Sharing - E-mail Blast planned for Summer 2020
- Inspections Training – first “roll-out” on July 22nd for IFHV
- Board Appointments

Ms. Tillman Wolf presented the Expenditure and Revenue Summary.

Cash Balance as of June 30, 2019	\$674,414
YTD FY20 Revenue	\$678,810
<u>Less YTD Direct & In-Direct Expenditures</u>	<u>\$579,482</u>
Cash Balance as of May 31, 2020	\$773,742

Ms. Tillman Wolf announced the next scheduled Board meeting as October 6, 2020.

Deputy Director's Discipline Report

As of July 2, 2020, Ms. Palmatier reported the following disciplinary statistics:

- 52 total cases
 - 4 at Informal
 - 1 at Formal
 - 15 in Investigation
 - 2 at APD
 - 30 in Probable Cause
 - 10 in Compliance Monitoring

Ms. Palmatier stated that the Clearance Rate was 110% (Goal is 100%) – 10 cases received, 11 cases closed. Ms. Palmatier stated that the caseload over 250 days was 14% (Goal under 20%) with 4 cases pending over 250 days. Ms. Palmatier stated that the cases closed within 250 days is at 55% (Goal is over 90%) with 6 cases closed within 250 days. Ms. Palmatier stated that the cases closed within 415 days is at 100% with 11 cases closed.

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

- Q4 2017 – 22/20
- Q1 2018 – 12/14
- Q2 2018 – 8/7
- Q3 2018 – 12/18
- Q4 2018 – 13/24
- Q1 2019 – 26/13
- Q2 2019 – 23/6
- Q3 2019 – 18/25
- Q4 2019 – 10/16
- Q1 2020 – 20/20
- Q2 2020 – 35/21
- Q3 2020 – 17/30

Percentage of all cases closed in 365 days

	Q2-19	Q3-19	Q4-19	Q1-20	Q2-20	Q3-20
FDE	83.3%	100%	73.3%	80.5%	90.3%	68.1%
Agency	84%	76.4%	82.3%	80.6%	72.9%	74.3%

Average age of cases closed

	Q2-19	Q3-19	Q4-19	Q1-20	Q2-20	Q3-20
FDE	298.8	116	259	287	180	243.7
Agency	169.2	258	204	214	258.4	236.4

With no questions, Ms. Palmatier concluded her report.

Licensing Report

Ms. Georgen provided application updates for the Crematory Registration application and the CE Provider application. She reported on the reformatting of the CE Provider application and update to the number of compact discs required to submit with the application. She stated that the forms were included in the agenda packet for review.

Ms. Georgen provided an update of the 2019 Continuing Education Audit and provided the following information:

- Audited 75 licensees (approximately 5% of licensees)
- Audit began October 1, 2019
- Continuing Education audit was based on CE completed from April 1, 2018 to March 31, 2019
- Of those audited, 63 licensees were found to be in compliance
- The following number of licensees were not in compliance:
 - 10 licensees were referred for disciplinary action
 - 1 licensee requested inactive status
 - 1 licensee was deceased

Ms. Georgen reported the most frequent reasons for non-compliance as missing the required “Laws and Regulations” requirement, continuing education was completed out of the timeframe required, continuing education was obtained from a non-approved provider, or the contact information of the licensee was outdated.

Ms. Georgen also announced that the Board had updated all applications in regards to the updated military questions as approved by the General Assembly.

NEXT MEETING

The next meeting date is October 6, 2020.

CONTINUING EDUCATION CREDIT

Ms. Mimms provided the steps necessary to be awarded continuing education for the attendance at the meeting pursuant to 18 VAC 65-20-151. She announced that continuing education would be awarded to those that provided their first name, last name, license number, and the meeting code by email to fanbd@dhp.virginia.gov by July 21, 2020.

ADJOURNMENT

With all business concluded, the meeting adjourned at 12:44 p.m.

A video recording of this meeting can be accessed at:

https://www.youtube.com/watch?v=tgYmKHp_lxQ&feature=youtu.be.



Mia Mimms, FSL, Board President



Corie Tillman Wolf, J.D., Executive Director

10/6/2020

Date

10-07-2020

Date

From: [Miller, Ross - ETA](#)
To: ["Sarah Georgen"](#); ["corie.wolf@dhp.virginia.gov"](#)
Cc: ["jramsey@timesdispatch.com"](#); ["Lindsay Watts"](#); ["Bui, Lynh"](#); ["Ashworth, Amy"](#); [Kostelecky, Anthony](#); ["Barnard, Barry M."](#); ["Vega, Yesli"](#); ["Shan S"; Shannon Sutton](#)
Subject: RE: Virginia Board of Funeral Directors and Embalmers - Quarterly Board Meeting - July 14, 2020
Date: Sunday, July 5, 2020 8:07:57 PM
Attachments: [0502900881Order03042020.pdf](#)
[0501000830Order04192019.pdf](#)
[Funeral Director's July 14th Meeting.pdf](#)
[Public comment - Virginia Board of Funeral Director's Meeting July 14, 2020.docx](#)
Importance: High

I would love to participate and to provide public comment for the Board's July 14th meeting. I do so in writing (also attached as a word document) as preferred:

Thank you for the opportunity to comment. My name is Ross Miller. I live at 9605 Letta Cornus Lane, Nokesville VA. 20181. Reference: VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS FORMAL ADMINISTRATIVE HEARING MINUTES for February 26, 2020 (Unapproved)

Previously I have made public comment and requested or provided input on rule changes. Additionally, I have requested to testify in a hearing involving my own complaint against a person providing unlicensed funeral services, his being aided and abetted by a Funeral Service Licensee (FSL), and questions of the validity of my wife's death certificate (the request was rejected by the Board's President upon off record conversation with Erin L. Barrett, Assistant Attorney General and the Board's President – no legal citation was provided, and no Board vote was made). The request and the subsequent denial decision are excluded from the public record/ meeting minutes.

I was subject to the unscrupulous actions by two individuals who were licensed by the Board (one to operate a funeral home and the other as a FSL/manager of record). My experiences involved situations upon which the Board took action based upon my and other victims' complaints and the resulting investigational findings by the DHP investigator. This includes the Town of Dumfries, who's case against Shaun A. Reid for misrepresentation was treated separately. The four other remaining complaints against these two licensees were combined into a single case and heard on February 26th. I attach the Board Findings and decisions in these two cases.

My interactions with the Board have been and are to ensure appropriate results for victims of licensees' or unlicensed persons illegal actions. Also, I have sought process changes to close weaknesses in the system that I identified in my experience. I have and to continue to ask that the Board (re)consider its operational processes under Commonwealth law and regulation. My concern was initially raised when I found that my simultaneous request/complaint to Prince William County Police for their investigation was shut down at the DHP's investigator's request (even though Shaun A. Reid had a County service agreement based on an license obtained illegally from the State). More recently, I found that a complaint to the Prince William Commonwealth's Attorney case was closed. I continue to seek action against two persons based on the Board's findings.

I have sought a change to the Board's rules and procedures, which the Board found mute under a subsequent change to State Law (<https://law.lis.virginia.gov/vacode/title54.1/chapter24/section54.1-2400.2/>). I agree that this law and the subsequent accomplish my desire. The law definitely permits the Board and DHP to report issues to the appropriate Commonwealth Attorneys, law enforcement officials, and seek their assistance. Specifically when the Board and/or DHP investigations reveal "suspected" illegal conduct. This law does not require the Board to reach a conclusion and take action on the license(s) – only that a suspicion exists and the referral is appropriate and lawful. If am misunderstanding the Commonwealth law, then I think an appropriate explanation of Department's interpretation should be provided on DHP's websites such as the Funeral Board's.

For example with the use of the word purported in its findings in the order 050290081, it appears that the DHP/Board during its investigation failed to request the appropriate State Police investigative units provide a conclusion on potential forgery/misrepresentation (felonies under state law) involving multiple death certificates.

a. Between August 2018 and November 2018, death certificates were filed for Decedent A, Decedent B, Decedent C, Decedent D, and Decedent E with signatures purported to be that of Ms. Stewart. By her own admission, Ms. Stewart had no involvement in the funeral services for any of the decedents, and the death certificates were filed with the Virginia Department of Health in person by Mr. Reid. Ms. Stewart stated she did not know who obtained or what entity issued death certificates for Decedents A, C, and E.

Administrative action is clearly separate from prosecution of illegal conduct. Even in the Order 050100830 the finding was not referred to the Commonwealth for prosecution for potential prosecution under [§ 18.2-498.3. Misrepresentations prohibited](#). In my case, I had to specifically request the Prince William Commonwealth's Attorney contact the DHP and request them to provide such case information for 051000830 and 0502900881 after the Board revoked the licenses involved.

By the time the Board made its findings in both of these formal hearings, Shaun Reid had pleaded guilty to forgery of a death certificate in Maryland (two of seven counts shown below). This was after the District of Columbia also investigated the legitimacy of death certificates associated with another funeral business operated by Reid. As far as I can see D.C. did not publish the investigation's results. However, news reports suggest that he was fined thousands of dollars by court action and his contract with D. C. revoked. Therefore, I again request that the Board and appropriate DHP staff be trained on all of the parts of [law](#) cited above – not just its subsequent amendments, its requirements, the sections for release of information to the appropriate authorities and to seek investigational assistance when expertise or resources are outside DHP's domain.

In conclusion, as the next of kin or the widower of "Decedent B" (Not her name. Her name was Kitty Miller and she died of ovarian cancer with her own dignity – she fought until her body unexpectedly gave up to our surprise. We had been married for many years and shared many things). However, I continue to seek prosecution of the individuals involved in my wife's illegal funeral services and cremation (Shaun A. Reid and Kenya Stewart). But for some reason, such prosecution is now seems questionable. Clearly, during the course of the DHP and Board's investigation and their resulting findings, it was found these two individuals violated State law and regulation (also Federal regulation) on multiple occasions. The Department and the Board developed information that Shaun Ashley Reid practiced unlicensed funeral services, among other misdemeanors, and he was aided and abetted by Kenya Stewart. The Board and DHP appears not to have notified or referred the concerns or findings to the appropriate legal authorities for actions. I was told that because Reid was not licensed by the board for funeral services the Board and DHP would not take action on the many violations (cited in Board's action on Kenya Stewart's license 0502900881) identified against Reid.

As noted above, the action of DHP and the Board left the question of the legitimacy signatures on death certificate unresolved. For example, I did not receive a conclusion on whether the medical examiner actually signed the certificate for the release of her body for cremation or whether Kenya Stewart signed her death certificate. Finally, in the suspension of Reid Funeral Home license, the board did not refer the case for misrepresentation to State authorities (a Felony under state law). Instead leaving the Town of Dumfries to face a lawsuit and those of us other interested parties to seek criminal resolution from other authorities.

This is a sad story if one looks at the path of destruction that Shawn A. Reid has left behind in the [District of Columbia \(Funeral Board\)](#) (shown below), Maryland (case results below), leading to here in Virginia (attached). Of the three jurisdictions, it appears that Virginia has acted in the weakest manner. Even though the investigation revealed, the Board appears to have ignore Reid's illegal operation of another funeral home (Shaun A. Reid Funeral Services & Memorial Chapel, LLC, 415 Halifax St, Petersburg, VA 23803) in the Commonwealth. One can only surmise that the premise applied to Reid's other unlicensed practices applied because he was not licensed by the Board and therefore they again had no jurisdiction – not unlike unlicensed practice by Reid in the order against Kenya Stewart.

Shaun A. Reid Funeral Services & Memorial Chapel, LLC

415 Halifax St, Petersburg, VA

3.8 ★★★★★ 4 reviews

Sort by: Most relevant



Tierra Morton
1 review

★★★★★ 3 years ago

During your time of loss, is when you trust that people are sincerely genuine! You expect that the people responsible for laying your loved one too rest will help bring some closure as you prepare to say your final farewell! That did not happen with Shaun A Reid, he expressed eagerness for the money but we assumed it was to get the body transferred and the process started. And because "We" love and cherished our loved one we wanted to send him away accordingly to his style of living and Shaun appeared to have great services too meet our needs. That was until 7 months later we still have not received a death certificate nor the customized necklaces we paid \$1150 for and we have not been able to get a refund or get Shaun to speak with our family. To date he has blocked many of us on social media and never returns the calls as he promises. I am writing this review in hopes that no one else will have to experience this ongoing pain after losing a loved one! Shaun if you see this please know that all we want is what we paid for. We trusted you and paid you with no hesitation and we expect you to deliver as promised!!!



Maryland Case Information

Date: 10/23/2018

Docket Text: Counts: (1) Theft: \$1,000 to Under \$10,000, (2-4) Forgery and Counterfeit-Private Documents, (5-7) Issue False Document, fld, 670

Court System: Circuit Court for Prince George's County - Criminal System

Case Number: CT181363X

Case Description: Shaun Ashley Reid

Case Type: Criminal Appeal

Filing Date: 10/23/2018

Case Status: Active Status

Date: 04/12/2019

Document Name: Adult Daily Sheet, Filed

666TDF Judge Mittelstaedt; CS-D2022 Waiver of Rights/Guilty Plea, filed Plea of not guilty withdrawn and plea of guilty entered to Count 4: Forgery and Counterfeit-Private Documents, Count 7: Issue False Document Court accepts plea. Pre-Sentence Report waived. Sentenced to the Division of Correction as follows: Count 4 for a period of 3 years; all suspended. Count 7 for a period of 3 years, concurrent with Count 4, all suspended. 0 days credit given. Defendant is placed on supervised probation for a period of 2 years. Court costs assessed \$145.00 through Parole and Probation Order for Probation, filed Nolle Pros remaining counts. Any bench warrants are recalled. Any bond discharged.

Docket Text:

District of Columbia

Agenda Items – Complaint(s)

- In the matter of Shaun A. Reid Funeral Services and Memorial Chapel, LLC. Upon a motion duly made by Board member John McGuire and properly seconded by Board member Asanti Williams, the Board unanimously voted, to investigate all Designated Funeral Directors who worked with Shaun Reid and Shaun Reid Funeral Services and Memorial Chapel, LLC funeral establishment beginning October 10, 2016 through March 16, 2017 be investigated to ascertain their knowledge of the illegal activities while working for Shaun Reid.

Please correct the public record. Again, I thank you for the chance to seek redress through improving the Board.

From: Sarah Georgen <Sarah.Georgen@dhp.virginia.gov>
Sent: Tuesday, June 30, 2020 4:51 PM
To: sarah.georgen@dhp.virginia.gov
Subject: Virginia Board of Funeral Directors and Embalmers - Quarterly Board Meeting - July 14, 2020

Good afternoon,

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

The Virginia Board of Funeral Directors and Embalmers will convene a ***virtual*** Quarterly Board meeting on July 14, 2020 at 9:00 a.m. The agenda packet materials for the Board meeting are available by [clicking this link](#).

Please let me know if you have any questions or concerns.

Kind regards,

Sarah Georgen

Licensing and Operations Manager
Boards of Funeral Directors & Embalmers,
Physical Therapy, and Long-Term Care Administrators
(804) 597-4125 Direct Dial

Visit our website: www.dhp.virginia.gov

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

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

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

UNDER NO CIRCUMSTANCES SHALL VBOPT, VBOLTCA, or VBOFDE, ITS MEMBERS, OFFICERS, AGENTS, OR EMPLOYEES BE LIABLE FOR ANY ACTIONS TAKEN OR OMISSIONS MADE IN RELIANCE ON ANY INFORMATION CONTAINED IN THIS EMAIL.

----- Forwarded message -----

From: <mrbarryde@aol.com>

Date: Fri, Jul 10, 2020 at 3:02 PM

Subject: July Board Meeting (Public Comments)

To: <corie.wolf@dhp.virginia.gov>

Greetings Madam President, Executive Director, Board Members, and Staff

My name is Barry D, Robinson, representative for the Virginia Morticians Association, Inc. We would like to publicly acknowledge the outstanding support of the board's staff during this pandemic period. When we called the office, ours questions and calls were answered quickly and professional.

Secondly, with many in person conferences and seminars being canceled, have the board considered or discussed the number hours a licensee can obtain via virtual activities for the 2021 renewal and if a plan is in placed for the new norm of video conferences.

Lastly, looking for clarification on length of internship or renewal of intern licenses.

Thank You,

Barry D. Robinson



Dr. David E. Brown
Executive Director
Virginia Department of Health Professions
9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463

Corie E. Tillman Wolf
Executive Director
Virginia Board of Funeral Directors and Embalmers
9960 Mayland Drive, Suite 300
Henrico, VA 23233-1463

July 13, 2020

Dear Dr. Brown and Ms. Tillman Wolf,

As you know, observers of many faiths, including the Islamic tradition, do not embalm the bodies of their deceased. In fact we believe it violates the body of the departed and that engaging in the practice is a sin for Muslims. Although some faiths allow embalming, others consider it sacrilege. Therefore, we disagree that this practice should be a requirement for all funeral directors in the Commonwealth. The title of this Board distinguishes between "Funeral Directors" and "Embalmers," and the licenses should as well. There should be a separate license for embalmers that still allows funeral directors to serve as managers of funeral establishments.

Religious diversity in Virginia is one thing that makes our state special. Imagine for a moment that anyone issuing a marriage license must be able to perform a wedding ceremony in accordance with the Islamic tradition. For those officiating weddings for couples who are not Muslims, it would be unnecessary for them to complete educational and examination requirements for a service they will never be providing.

Hundreds of thousands of Muslims live in the Commonwealth of Virginia. A leader of the Muslim community must be appointed to the Regulatory Advisory Panel to ensure that the

intent of the legislation is fulfilled. Muslims make up a higher percentage of the population in Virginia than the nation as a whole and this should be reflected in its advisory panels.

We believe the following provisions will ensure all Virginians are able to practice in funeral service, regardless of their faith, and ask for them to be included:

- Funeral Directors must not be required to practice under a Funeral Service License;
- Funeral Directors must be able to serve as managers of funeral establishments;
- Educational and examination requirements should be those for a funeral director only, not an embalmer;
- A leader of the Muslim community must be appointed to the Regulatory Advisory Panel to ensure the intent of the legislation is fulfilled; and
- Opposition to restrictions on the funeral director license that amount to restraint of trade.

Muslims of Northern Virginia are tracking the progress the board will be making on this important matter, and we sincerely hope that there is separation of funeral director licenses from embalmer licenses.

Sincerely,

Allison Carpenter
Chair, Interfaith Programs Committee
Secretary, Board of Directors
McLean Islamic Center
8800 Jarrett Valley Drive
Vienna, Virginia 22182
secretary@mcleanmuslims.org

cc: Senator Jeremy McPike
P.O. Box 2819
Woodbridge, VA 22195

Chapter 20 – Regulations Governing the Practice of Funeral Services

Action:

Results of periodic review

Stage: Final

CHAPTER 20

REGULATIONS GOVERNING THE PRACTICE OF THE BOARD OF FUNERAL DIRECTORS AND EMBALMERS SERVICES

Part I

General Provisions

18VAC65-20-10. Definitions.

Words and terms used in this chapter shall have the definitions ascribed in § 54.1-2800 of the Code of Virginia or in 16 CFR Part 453, Funeral Industry Practices, of the Federal Trade Commission, which is incorporated by reference in this chapter. In addition, the following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

"Affiliation" or "affiliated" means a relationship involving a degree of common or subsidiary ownership between two establishments or entities.

"Branch" or "chapel" means a funeral service establishment that is affiliated with a licensed main establishment and that conforms with the requirements of § 54.1-2811 of the Code of Virginia.

"Courtesy card" means the card issued by the board ~~which that~~ grants limited and restricted funeral service privileges in the Commonwealth to out-of-state funeral service licensees, funeral directors, and embalmers.

"Cremation container" means a container in which human remains are transported to the crematory and placed in the retort for cremation.

"Cremation urn" means a wood, metal, stone, plastic, or composition container or a container of other material, which is designed for encasing cremated ashes.

"Cremation vault" or "cremation outer burial container" means any container that is designed for encasement of an inner container or urn containing cremated ashes. Also known as a cremation box.

"FTC" means the Federal Trade Commission.

"Manager of record" means a funeral service licensee or licensed funeral director who is responsible for the direct supervision and management of a funeral service establishment or branch facility.

18VAC65-20-50. Posting of license.

A. Each licensee shall post an original or photocopy of his license in a place conspicuous to consumers of funeral services in each establishment or branch where he ~~is employed~~ practices.

B. The establishment license shall be posted in a place conspicuous to consumers of funeral services.

18VAC65-20-60. Accuracy of information.

A. All changes in the address of record or the public address, if different from the address of record, or in the name of a licensee or registrant shall be furnished to the board within 30 days after the change occurs.

B. Any change in ownership or manager of record for an establishment or crematory shall be reported to the board within 14 days of the change.

C. A surface transportation and removal service shall notify the board within ~~30~~ 14 days of any change in the name of the manager ~~on~~ of record with the board.

D. All notices required by law and by this chapter to be mailed provided by the board to any registrant or licensee shall be validly given when mailed to the latest address of record on file with the board and shall not relieve the licensee, funeral service intern, establishment, crematory, or firm of obligation to comply. Renewal notices may be mailed or sent electronically by the board.

18VAC65-20-70. Required fees.

A. The following fees shall apply for initial licensure or registration:

1. License to practice funeral service or as a funeral director or an embalmer	\$325
2. Funeral service establishment license	\$600
3. Surface transportation and removal service registration	\$325
4. Courtesy card	\$325
5. Crematory	\$250
6. Waiver of full-time manager requirement	\$150

B. The following fees shall apply for renewal of licensure or registration:

1. License to practice funeral service or as a funeral director or an embalmer	\$225
2. Funeral service establishment license	\$400
3. Surface transportation and removal service registration	\$300
4. Courtesy card	\$300
5. Crematory	\$200
6. Waiver of full-time manager requirement	\$100
<u>7. Inactive funeral service, funeral director, or embalmer license</u>	<u>\$115</u>

C. The following fees shall apply for late renewal of licensure or registration up to one year following expiration:

1. License to practice funeral service or as a funeral director or an embalmer	\$75
2. Funeral service establishment license	\$135
3. Surface transportation and removal service registration	\$100
4. Courtesy card	\$100
5. Crematory	\$75
6. Waiver of full-time manager requirement	\$35
<u>7. Inactive funeral service, funeral director, or embalmer license</u>	<u>\$40</u>

D. The following fees shall apply for reinstatement of licensure or registration:

1. License to practice funeral service or as a funeral director or an embalmer	\$400
2. Establishment license	\$635
3. Surface transportation and removal service registration	\$425
4. Courtesy card	\$425

5. Crematory	\$275
6. Reinstatement following suspension	\$1,000
7. Reinstatement following revocation	\$2,000

E. Other fees.

1. Change of manager or establishment name	\$100
2. Verification of license or registration to another state	\$50
3. Duplicate license, registration, or courtesy card	\$25
4. Duplicate wall certificates	\$60
5. Change of ownership	\$100
6. Nonroutine reinspection (i.e., structural change to preparation room, change of location or ownership)	\$400

F. Fees for approval of continuing education providers.

1. Application or renewal for continuing education provider	\$400
2. Late renewal of continuing education provider approval	\$100
3. Review of additional courses not included on initial or renewal application (<u>per application for review of additional courses not per individual course</u>)	\$300

~~G. For each renewal in the two years after January 14, 2015, the following shortfall reduction fee shall be assessed:~~

1. License to practice funeral service or as a funeral director or an embalmer	\$40
2. Funeral service establishment license	\$75
3. Surface transportation and removal service registration	\$60
4. Courtesy card	\$60
5. Crematory	\$40
6. Continuing education provider	\$75

18VAC65-20-130. Renewal of license; registration.

A. A person, establishment, crematory, courtesy card holder, or surface transportation and removal service that desires to renew its license or registration for the next year shall, not later than the expiration date as provided in 18VAC65-20-120, submit the renewal form and applicable fee.

1. In order to renew an active funeral service, funeral director, or embalmer license, a licensee shall be required to comply with continuing competency requirements set forth in 18VAC65-20-151.

2. The board shall not renew a license for any licensee who fails to attest to compliance with continuing competency requirements on the renewal form.

3. In order to renew a courtesy card, the courtesy card holder shall provide documentation of current, unrestricted licensure for funeral service, funeral directing, or embalming from the licensing authority in the states in which the courtesy card holder is licensed to practice.

B. A person who or entity that desires to renew an expired license for up to one year following expiration shall comply with requirements of subsection A of this section and also submit the applicable fee for late renewal.

C. A person who or entity ~~which that~~ fails to renew a license, registration, or courtesy card by the expiration dates prescribed in 18VAC65-20-120 shall be deemed to have an invalid license, registration, or courtesy card and continued practice may subject the licensee to disciplinary action by the board.

18VAC65-20-151. Continued competency requirements for renewal of an active license.

A. Funeral service licensees, funeral directors, or funeral embalmers shall be required to have completed a minimum of five hours per year of continuing education offered by a board-approved sponsor for licensure renewal in courses that emphasize the ethics, standards of practice, preneed contracts, and funding, or federal or state laws and regulations governing the profession of funeral service.

1. One hour per year shall cover compliance with laws and regulations governing the profession, and at least one hour per year shall cover preneed funeral arrangements. The one-hour requirement on compliance with laws and regulations may be met once every two years by attendance at a meeting of the board or at a committee of the board or an informal conference or formal hearing.

2. One hour of the five hours required for annual renewal may be satisfied through delivery of professional services, without compensation, to low-income individuals receiving health services through a local health department or a free clinic organized in whole or primarily for the delivery of those services. One hour of continuing education may be credited for one hour of providing such volunteer services, as documented by the health department or free clinic. For the purposes of continuing education credit for volunteer service, an approved sponsor shall be a local health department or free clinic.

B. Courses must be directly related to the scope of practice of funeral service. Courses for which the principal purpose is to promote, sell, or offer goods, products, or services to funeral homes are not acceptable for the purpose of credit toward renewal.

C. The board may grant an extension for good cause of up to one year for the completion of continuing education requirements upon written request from the licensee prior to the renewal date. Such extension shall not relieve the licensee of the continuing education requirement.

D. The board may grant an exemption for all or part of the continuing education requirements for one renewal cycle due to circumstances determined by the board to be beyond the control of the licensee.

E. A licensee shall be exempt from the continuing education requirements for the first renewal following the date of initial licensure by examination in Virginia.

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 courses ~~courses~~ course that ~~meet~~ meets the criteria set forth in 18VAC65-20-151 B;

b. A syllabus of the course ~~or courses~~ 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. ~~Continued~~ Renewed approval of a continuing education provider may be granted without submission of ~~the provider~~ 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 ~~a provider~~ 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 two 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.

18VAC65-20-154. Inactive license.

A. A funeral service licensee, a funeral director, or an embalmer who holds a current, unrestricted license in Virginia shall, upon a request for inactive status on the renewal application and submission of the required renewal fee of \$145, be issued an inactive license. ~~The fee for late renewal up to one year following expiration of an inactive license shall be \$40.~~

1. An inactive licensee shall not be entitled to perform any act requiring a license to practice funeral service in Virginia.

2. The holder of an inactive license shall not be required to meet continuing education requirements, except as may be required for reactivation in subsection B of this section.

B. A funeral service licensee, a funeral director, or an embalmer who holds an inactive license may reactivate his license by:

1. Paying the difference between the renewal fee for an inactive license and that of an active license for the year in which the license is being reactivated; and

2. Providing proof of completion of the number of continuing competency hours required for the period in which the license has been inactive, not to exceed three years.

Part III

Requirements for Licensure

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 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.

18VAC65-20-171. Responsibilities of the manager of record.

A. Every funeral establishment shall have a manager of record who is employed full time by and in charge of the establishment.

B. The manager shall be fully accountable for the operation of the establishment 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 18VAC65-20-700 during the period in which he serves as manager of record; ~~and~~
3. Reporting to the board of any changes in information as required by 18VAC65-20-60; and
4. Correcting or seeking corrections of any deficiencies identified during the course of an inspection of the establishment.

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

A. Application requirements. ~~4.~~ 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.

~~2. An individual applying for the state examination shall submit the application package not less than 30 days prior to an examination date. The board may, for good cause shown by the applicant, waive the time for the filing of any application.~~

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.

Part IV
Registration

18VAC65-20-400. Registration of surface transportation and removal services.

All persons applying to own or operate a surface transportation and removal service, according to requirements of § 54.1-2819 of the Code of Virginia, shall submit an application package for registration which shall include:

1. A completed and signed application;
2. The fee prescribed in 18VAC65-20-70 A 3;
3. Additional documentation as may be required by the board to determine eligibility of the applicant, including, ~~but not limited to,~~ evidence of training of the service manager and staff in compliance with standards of the Occupational Safety and Health Administration (OSHA) for universal precautions and ~~blood-borne~~ bloodborne pathogens, and proof of bonding or liability insurance coverage related to the operation of the service; and
4. The name of the manager for the service.

18VAC65-20-435. Registration of crematories.

A. At least 30 days prior to opening a crematory, 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 colocated on the same premises.

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 ~~blood-~~
~~borne~~ 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 cremains.

18VAC65-20-436. Standards for registered crematories or funeral establishments relating to cremation.

A. Authorization to cremate.

1. A crematory shall require a cremation authorization form executed in person or electronically in a manner that provides a copy of an original signature in accordance with § 54.1-2818.1 of the Code of Virginia.
2. The cremation authorization form shall include an attestation of visual identification of the deceased from a viewing of the remains or a photograph of the remains signed by the person making the identification. Visual identification may be made by viewing unique identifiers or markings on the remains. The identification attestation shall either be given on the cremation authorization form or on an identification form attached to the cremation authorization form.
3. In the event visual identification is not feasible, a crematory may use other positive identification of the deceased in consultation with law enforcement, a medical examiner, or medical personnel as a prerequisite for cremation pursuant to § 54.1-2818.1 of the Code of Virginia.

B. Standards for cremation. The following standards shall be required for every crematory:

1. Every crematory shall provide evidence at the time of an inspection of a permit to operate issued by the Department of Environmental Quality (DEQ).
2. A crematory shall not knowingly cremate a body with a pacemaker, defibrillator, or other potentially hazardous implant in place.
3. A crematory shall not cremate the human remains of more than one person simultaneously in the same chamber of the retort or cremation unit, unless the crematory has received specific written authorization to do so from the person signing the cremation authorization form.
4. A crematory shall not cremate nonhuman remains in a retort permitted by DEQ for cremation of human remains.

5. Whenever a crematory is unable to cremate the remains within 24 hours upon taking custody thereof, the crematory shall maintain the remains in refrigeration at approximately 40° Fahrenheit or less, unless the remains have been embalmed.

C. Handling of human remains.

1. Human remains shall be transported to a crematory in a cremation container and shall not be removed from the container unless the crematory has been provided with written instructions to the contrary by the person who signed the authorization form. A cremation container shall substantially meet all the following standards:

- a. Be composed of readily combustible materials suitable for cremation;
- b. Be able to be closed in order to provide complete covering for the human remains;
- c. Be resistant to leakage or spillage; and
- d. Be rigid enough for handling with ease.

2. No crematory shall require that human remains be placed in a casket before cremation nor shall it require that the cremains be placed in a cremation urn, cremation vault, or receptacle designed to permanently encase the cremains after cremation. Cremated remains shall be placed in a plastic bag inside a rigid container provided by the crematory or by the ~~next of kin~~ next of kin for return to the funeral establishment or to the ~~next of kin~~ next of kin. If cremated remains are placed in a biodegradable container, a biodegradable bag shall be used. If placed in a container designed for scattering, the cremated remains may be placed directly into the container if the ~~next of kin~~ next of kin so authorized in writing.

3. The identification of the decedent shall be physically attached to the remains, and appropriate identification placed on the exterior of the cremation container. The crematory operator shall verify the identification on the remains with the identification attached to the cremation container and with the identification attached to the cremation authorization. The crematory operator shall also verify the identification of the cremains and place evidence of such verification in the cremation record.

D. Recordkeeping. A crematory shall maintain the records of cremation for a period of three years from the date of the cremation that indicate the name of the decedent, the date and time of the receipt of the body, and the date and time of the cremation and shall include:

1. The cremation authorization form signed by the person authorized by law to dispose of the remains and the form on which the ~~next of kin~~ next of kin or the person authorized by § 54.1-2818.1 of the Code of Virginia to make the identification has made a visual identification of the deceased or evidence of positive identification if visual identification is not feasible;
2. The permission form from the medical examiner;
3. The DEQ permit number of the retort used for the cremation and the name of the retort operator; and
4. The form verifying the release of the cremains, including date and time of release, the name of the person and the entity to whom the cremains were released, and the name of the decedent.

Part V

Issuance of Courtesy Cards

18VAC65-20-440. Courtesy cards.

A. An out-of-state person applying for a courtesy card pursuant to § 54.1-2801 B of the Code of Virginia shall hold a valid license for funeral service, funeral directing, or embalming in another state, territory, or the District of Columbia.

B. An applicant for a courtesy card shall submit:

1. A completed application and prescribed fee; and

2. Verification of a current, unrestricted licensure for funeral service license in good standing from the applicant's licensing authority, funeral directing, or embalming from the licensing authorities in the states in which the courtesy card holder is licensed to practice.

C. The holder of a Virginia courtesy card shall only engage in the practice for which he is currently licensed in another jurisdiction. The privilege to practice shall not include the right to establish or engage generally in the business of funeral directing and embalming in Virginia.

Part VI

Refusal, Suspension, Revocation, and Disciplinary Action

18VAC65-20-500. Disciplinary action.

In accordance with the provisions of § 54.1-2806 of the Code of Virginia, the following practices are considered unprofessional conduct and may subject the licensee to disciplinary action by the board:

1. Breach of confidence. The unnecessary or unwarranted disclosure of confidences by the funeral licensee.

2. Unfair competition.

a. Interference by a funeral service licensee, funeral director, or registered surface transportation and removal service when another has been called to take charge of a dead human body and the caller or agent of the caller has the legal right to the body's disposition.

b. Consent by a funeral service licensee or funeral director to take charge of a body unless authorized by the person or his agent having the legal right to disposition.

3. False advertising.

a. No licensee or registrant shall make, publish, disseminate, circulate, or place before the public, or cause directly or indirectly to be made, an advertisement of any sort regarding services or anything so offered to the public ~~which that~~ contains any promise, assertion, representation, or statement of fact which is untrue, deceptive, or misleading.

b. The following practices, both written and verbal, shall constitute false, deceptive, or misleading advertisement within the meaning of subdivision 4 of § 54.1-2806 of the Code of Virginia:

(1) Advertising containing inaccurate statements; and

(2) Advertisement which gives a false impression as to ability, care, and cost of conducting a funeral, or that creates an impression of things not likely to be true.

c. The following practices are among those ~~which that~~ shall constitute an untrue, deceptive, and misleading representation or statement of fact:

(1) Representing that funeral goods or services will delay the natural decomposition of human remains for a long term or indefinite time; and

(2) Representing that funeral goods have protective features or will protect the body from gravesite substances over or beyond that offered by the written warranty of the manufacturer.

4. Inappropriate handling and storage of dead human bodies, consistent with § 54.1-2811.1 of the Code of Virginia and regulations of the board. Transportation and removal vehicles shall be of such nature as to eliminate exposure of the deceased to the public during transportation. During the transporting of a human body, consideration shall be taken to avoid unnecessary delays or stops during travel.

5. Failure to furnish price information disclosing the cost to the purchaser for each of the specific funeral goods and funeral services used in connection with the disposition of deceased human bodies.

6. Conducting the practice of funeral services in such a manner as to constitute a danger to the health, safety, and well-being of the staff or the public.

7. Inability to practice with skill or safety because of physical, mental, or emotional illness, or substance abuse.

8. Failure to register as a supervisor for a funeral service intern or failure to provide reports to the board as required by the Code of Virginia and 18VAC65-40-320.

9. Failure to comply with applicable federal and state laws and regulations, including requirements for continuing education.

10. Inappropriate sexual contact between a supervisor and a funeral service intern if the sexual contact is a result of the exploitation of trust, knowledge, or influence derived from the professional relationship or if the contact has had or is likely to have an adverse effect on the practice of funeral services or on intern training.

Part VII

Standards for Embalming and Refrigeration

18VAC65-20-510. Embalming.

A. In accordance with the provisions of subdivision 26 of § 54.1-2806 and subsection B of § 54.1-2811.1 of the Code of Virginia, express permission by a next of kin for embalming means written authorization to embalm as a specific and separate statement on a document or contract provided by the funeral establishment. Express permission may include direct, verbal authorization to embalm, provided it is followed as soon as possible by a written document or statement signed by the next of kin confirming the verbal authorization to embalm and including the time, date, and name of the person who gave verbal authorization.

B. Every funeral establishment shall record and maintain a separate, identifiable report for each embalming procedure conducted, which shall at a minimum include the following information:

1. The name of the deceased and the date of death;
2. The date and location of the embalming;
3. The name and signature of the embalmer and the Virginia license number of the embalmer; ~~and~~
4. If the embalming was performed by a funeral service intern, the name and signature of the supervisor; and
5. The name of each student and the signature of the supervisor of any mortuary science student who assisted in the embalming.

18VAC65-20-580. Preparation room equipment.

The preparation room or rooms shall be equipped with:

1. A ventilation system which operates and is appropriate to the size and function of the room;
2. Running hot and cold water;
3. Flush or slop sink connected with public sewer or with septic tank where no public sewer is available;
4. Metal, fiberglass, or porcelain morgue table;
5. Covered waste container;
6. Instruments and apparatus for the embalming process;
7. A means or method for the sterilization or disinfection of reusable instruments by chemical bath or soak; autoclave (steam); or ultraviolet light;
8. Disinfectants and antiseptic solutions;
9. Clean gowns or aprons, preferably impervious to water;
10. Rubber gloves for each embalmer ~~or~~ intern, or student using the room;
11. An electric aspirator or hydroaspirator equipped with a vacuum breaker;
12. An eye wash station that is readily accessible; and

13. A standard first aid kit, ~~which~~ that is immediately accessible, either in the preparation room or outside the door to the preparation room.

18VAC65-20-700. Retention of documents.

A. The following retention schedule shall apply:

1. Price lists shall be retained for three years after the date on which they are no longer effective;
2. Itemized statements shall be retained for three years from the date on which the arrangements were made; and
3. Embalming reports shall be retained at the location of the embalming for three years after the date of the embalming.

B. The manager of record shall be responsible for retention and maintenance of all required documents.

C. Documents shall be maintained on the premises of the funeral establishment and made available for inspection.

D. In instances where the funeral establishment is sold, documents shall be transferred to the new owner, unless the existing firm is relocating to a new facility. The new owner shall retain transferred documents in accordance with the provisions of this section. When transferred documents include preneed contracts, the documents shall be retained and maintained in accordance with the provisions of the Code of Virginia and regulations of the board.

Chapter 30 – Regulations for Preneed Funeral Planning

Periodic review 2018

Stage: Final

Part I

General Information

18VAC65-30-10. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Part II Sale of Preneed Plans

18VAC65-30-50. Solicitation.

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

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

Part III Operational Responsibilities

18VAC65-30-60. Records; general.

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

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

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

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

18VAC65-30-70. Record reporting.

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

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

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

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

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

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

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

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

Part V

Disclosures

18VAC65-30-90. Disclosures.

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

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

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

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

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

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

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

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

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

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

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

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

1. Name of the contract provider;

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

Part VIII
Required Content of Contracts and Disclosures

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

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

Date: _____

Contract: _____

PRENEED FUNERAL CONTRACT

for

(Name of Recipient of Services)

_____ (Zip) _____

I. SUPPLIES AND SERVICES PURCHASED

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

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

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

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

Guaranteed Services Purchased	
I. BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF	\$ _____
II. FUNERAL HOME FACILITIES	
A. Facilities and Staff for visitation/viewing	\$ _____
B. Facilities and Staff for funeral ceremony	\$ _____
C. Facilities and Staff for memorial service	\$ _____

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

_____	\$ _____
B. Outer Burial Container (*describe)	

_____	\$ _____
C. List any others	
_____	\$ _____
Supplies Purchased	
Clothing	\$ _____
Temporary marker	\$ _____
Acknowledgment cards	\$ _____
Register/attendance books	\$ _____

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

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

A. Insurance

B. A. Trust

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

1. Amount to be trusted:

2. Name of trustee:

3. Disposition of Interest:
4. Fees, expenses, taxes deducted from earned interest:
5. Buyer's responsibility for taxes owned on interest:

B. Insurance or annuity contract.

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

~~A.~~ 1. Buyer:

~~B.~~ 2. Insurance Company:

~~C.~~ 3. Insurance Agent:

Employed by: (Insurance Company)

Licensed Funeral Director or Funeral Service Licensee in Virginia: ___yes ___no

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

Employed by Funeral Home (If Applicable):

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

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

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

III. CONSUMER INFORMATION

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

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number: (804) 367-4479

Toll Free Number 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 ~~which~~ 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 ~~which~~ that apply);
4. (Insert information that if particular goods and services specified in the contract are unavailable at the time of need):
 - A. The funeral home shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship; and
 - B. The representative of the deceased shall have the right to choose the supplies or services to be substituted.

~~Addendum to Preneed Contract~~ 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 _____, 19____ 20____

Notary: _____

Date Commission Expires: _____

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

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

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

PRENEED CONTRACTS

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

Yes. Guaranteed contracts mean that the costs of certain individual items or the cost of the total package will never be more to your family or estate. Nonguaranteed ~~means~~ contracts mean just the opposite.

Nonguaranteed contracts mean costs may increase or decrease between the time of the agreement and the time of need. A preneed contract may have both guaranteed and nonguaranteed costs. (See the section entitled "General Funding Information" for more information on guaranteed and nonguaranteed costs.)

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

-- What are my protections?

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

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

CANCELLATION

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

GENERAL FUNDING INFORMATION

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

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

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

If the entire funeral or specific items in the agreement are guaranteed by the contract seller, your family or estate will not have to pay any more for those items provided that you have paid the grand total in full and all interest earned is allowed to accumulate in your account. However, if you have not paid the account in full and have not allowed the interest to accumulate in the account and any items increase in price, your family or estate would be responsible for the extra amount if the funds are not sufficient. In some situations where you

pay toward your funding with regular premiums rather than in one lump sum, your account may not be enough at the time of your death to cover everything.

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

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

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

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

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

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

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

(Funeral home shall place answer here)

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

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

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

(Funeral home shall place answer here)

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

(Funeral home shall place answer here)

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

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

TRUST ACCOUNT

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

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

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

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

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

Some trust accounts cannot be cancelled.

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

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

(Funeral home shall place answer here)

CLAIMS AGAINST THIS CONTRACT

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

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

-- Can the money or property be taxed?

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

GENERAL GOODS AND SERVICES

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

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

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

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

CASKETS AND CONTAINERS

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

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

-- Is a casket required?

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

-- Do certain cemeteries and crematoriums have special requirements?

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

EMBALMING

-- Is embalming always required?

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

RECORDS

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

A preneed contract is a legal document. You should keep a copy of your preneed contract and related documentation as you would any similar legal document 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