

Call to Order – Jason Graves, FSL, Board President

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

Approval of Minutes (p. 4-20)

- Board Meeting – April 16, 2024
 - Formal Administrative Hearing – April 16, 2024
 - Regulatory Advisory Panel – July 10, 2024
-

Ordering of Agenda

Public Comment

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

Agency Report – Arne Owens, Director

Staff Reports

- Executive Director’s Report – **Corie E. Tillman Wolf, Executive Director**
 - Discipline Report – **Melanie Pagano, Deputy Executive Director**
 - Licensing Report – **Sarah Georgen, Licensing and Operations Supervisor**
 - Inspections Update – **Melody Morton, Inspections Manager, Enforcement Division**
-

Board Counsel Report – Brent Saunders, Senior Assistant Attorney General

Committee and Board Member Reports

- Report from the International Conference of Funeral Service Examining Boards – **Lacyn Barton, FSL**
 - Regulatory Advisory Panel – **R. Thomas Slusser, FSL**
-

Legislative and Regulatory Report - Erin Barrett, Director of Legislative and Regulatory Affairs and Matt Novak, Policy and Economic Analyst

- Legislative Report
 - Report on Status of Regulatory Actions (p. 22)
-
-

Board Action - Erin Barrett and Matt Novak

- Consideration of Recommendations of the Regulatory Advisory Panel (p. 80-108)
 - Adoption of Emergency Regulations for Preneed Funeral Contracts and Initiation of a Notice of Intended Regulatory Action - Declinable Preneed Funeral Guarantee Fee (SB 521 - Ch. 247 of the 2024 Acts of Assembly) (18VAC65-30-10 et seq.)
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Presentations

- 2024 Report - Virginia's Funeral Service Provider Workforce - **Yetty Shobo, PhD, Director, and Barbara Hodgdon, PhD, Deputy Director, Healthcare Workforce Data Center** (p. 50-78)
 - Introduction and Overview of the Enforcement Division - **Sarah Rogers, PhD, Director, Enforcement Division**
-
-

Elections

- President
 - Vice-President
 - Secretary-Treasurer
-
-

Next Meeting - October 10, 2024

Business Meeting Adjournment

This information is in **DRAFT** form and is subject to change. The official agenda and packet will be approved by the public body at the meeting and will be available to the public pursuant to the Code of Virginia.

Approval of Minutes

April 16, 2024

The Virginia Board of Funeral Directors and Embalmers convened for a full board meeting on Tuesday, April 16, 2024, at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2nd Floor, Board Room #4, Henrico, Virginia.

BOARD MEMBERS PRESENT:

Jason Graves, FSL, President
S. Jonathan Hines, FSL, Secretary-Treasurer
K. Scott Hickey, MD
Mia F. Mimms, FSL, JD
R. Thomas Slusser, FSL
J. Michael Williams, FSL
Eric Wray, II, FSL

BOARD MEMBERS NOT PRESENT:

Lacyn Barton, FSL, Vice-President
Muhammad Hanif, Citizen Member

DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING:

Erin Barrett, Director of Legislative and Regulatory Affairs
Alesia Baskin, Senior Licensing Program Coordinator
Sarah Georgen, Licensing and Operations Supervisor
James Jenkins, RN, Agency Chief Deputy Director
Arne Owens, Agency Director
Melanie Pagano, Deputy Executive Director
Matt Novak, Policy and Economic Analyst
Brent Saunders, Senior Assistant Attorney General, Board Counsel
Corie Tillman Wolf, Executive Director

OTHER GUESTS PRESENT:

Angela Bezik, Virginia Funeral Directors Association
Mary Church, DHP Inspector
Paul Harris, Regulatory Support Services
Laura McHale, Association of Independent Funeral Homes of Virginia/Keeney Group
Barry Robinson, Virginia Morticians' Association

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

CALL TO ORDER

Mr. Graves called the meeting to order at 9:05 a.m. and asked the Board Members and staff to introduce themselves.

Mr. Graves welcomed Dr. Hickey as a new Board Member.

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

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

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

Ms. Tillman Wolf then read the emergency egress instructions.

APPROVAL OF MINUTES

Mr. Graves opened the floor to any edits or corrections regarding the draft minutes for the Board Meeting and Formal Hearing held on October 12, 2023.

Ms. Tillman Wolf noted a header date and time edit to the Board Meeting minutes on October 12, 2023.

Upon a **MOTION** by Mr. Slusser, properly seconded by Ms. Mimms, the Board voted to approve the Board Meeting minutes as amended and the Formal Hearing minutes as presented. The motion carried (6-0).

ORDERING OF THE AGENDA

Mr. Graves opened the floor to any additional items to add to the agenda.

Upon a **MOTION** by Dr. Hickey, properly seconded by Mr. Slusser, the Board voted to accept the agenda as presented. The motion carried (6-0).

PUBLIC COMMENT

Mr. Robinson, Virginia Morticians' Association (VMA), announced the VMA Annual Convention will occur on June 19-22, 2024, in Short Pump, Virginia. He stated that he looks forward to continuing to work with the Board.

AGENCY REPORT

Mr. Owens thanked the Board Members for their service and contribution to the profession.

Mr. Owens spoke about the successful 2024 General Assembly Session. He stated that the General Assembly is scheduled to return to session soon regarding the state budget and that more information would be provided at the next meeting.

Mr. Owens provided a brief overview of the DHP Business Process Re-engineering initiative. He stated that DHP had hired a vendor to review the licensing process to determine if there are any areas of improvement and to review the efficiency of time to complete an application once received.

Mr. Owens provided information regarding the transition of DHP management. He welcomed Dr. Sarah Rogers as the new Enforcement Director. He reported that Diane Powers, Director of Communications, had retired effective April 1, 2024. Mr. Owens also reported that Lisa Hahn, Chief Operating Officer, would retire effective July 1, 2024, and that Jay Douglas, Executive Director for the Board of Nursing, would retire effective September 1, 2024. He stated that he anticipates a seamless transition of these positions.

Mr. Owens thanked Ms. Tillman Wolf for her continued hard work with the Board.

With no questions, Mr. Owens concluded his report.

Mr. Wray arrived at 9:17 a.m., reflecting a continued quorum with seven Board Members present.

STAFF REPORTS

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

Board Updates

Ms. Tillman Wolf welcomed Dr. Hickey to the Board as a newly appointed Board Member for his second time as a citizen member on the Board.

Ms. Tillman Wolf provided Board updates from the previous business meeting in January. The 2024 license renewal cycle has been completed. Board staff are reviewing and planning for implementation of legislation from the 2024 General Assembly Session. Board members and staff continue to provide trainings for the associations as requested, with upcoming requests for training on Laws and Regulations and Preneed.

Ms. Tillman Wolf noted the Board will convene a Regulatory Advisory Panel meeting in July and an Examination Committee meeting in August or September 2024.

Inspections Updates

Ms. Tillman Wolf announced that Ms. Helmick, Inspections Compliance Specialist for the Board, re-retired from DHP in March 2024. She also stated that the Enforcement Division has had a staff transition with inspectors and is currently hiring for inspector vacancies. She noted that there may be some lag in processing routine inspections, but that new and change inspections are being completed as normal. Staff from the Enforcement Division will provide an update at the next meeting.

International Conference Updates

Ms. Tillman Wolf provided an update regarding the Annual Meeting of the International Conference of Funeral Service Examining Boards held on February 27-29, 2024. She noted that Board Members, Ms. Barton and Mr. Wray, along with Ms. Pagano and herself as staff members attended the meeting.

She announced that Ms. Barton was installed as Vice Chair of the Board of Directors. Ms. Tillman Wolf spoke to the discussion and education sessions provided at the meeting.

Ms. Tillman Wolf provided additional updates from the International Conference, including information on enhanced resources for examination candidates, upcoming volunteer opportunities for licensees and Board Members, educational webinars in 2024, and an infographic of information provided in the agenda packet.

Federal Trade Commission (FTC) Information from Annual Meeting

Ms. Tillman Wolf highlighted recent information provided by the FTC at the International Conference Annual Meeting, including information on a recent national FTC sweep with telephone and in-person inquiries, the FTC's update on the recent settlement order with Legacy Cremation Services (dba Heritage Cremation Provider), and the status of the FTC's review of the Funeral Rule.

Federal Emergency Management Agency (FEMA) Funeral Assistance

Ms. Tillman Wolf reported on the continued FEMA funeral assistance until September 30, 2025, offered to families who have lost loved ones to COVID (deaths reported after January 20, 2020). Additionally, she reported on Virginia awarded assistance as of January 1, 2024, averaging \$6,590 per award and reported that Virginia had awarded 11,853 applicants with assistance of the 14,178 applications received.

2024 Board Meetings

Ms. Tillman Wolf announced the remaining 2024 Board meeting schedule.

- July 16, 2024
- October 10, 2024

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

Discipline Report – Melanie Pagano, JD, Deputy Executive Director

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

- | | |
|-------------------|-------------------|
| • Q4 2021 – 22/10 | • Q2 2023 – 10/21 |
| • Q1 2022 – 19/18 | • Q3 2023 – 11/13 |
| • Q2 2022 – 19/12 | • Q4 2023 – 27/11 |
| • Q3 2022 – 24/22 | • Q1 2024 – 24/22 |
| • Q4 2022 – 28/21 | • Q2 2024 – 23/32 |
| • Q1 2023 – 5/23 | |

As of February 29, 2024, Ms. Pagano reported the following disciplinary statistics:

- 15 Patient Care Cases

- 4 at Informal
- 4 at Formal
- 0 at Enforcement
- 5 at Probable Cause
- 2 at APD

- 64 Non-Patient Care Cases
 - 2 at Informal
 - 1 at Formal
 - 20 at Enforcement
 - 37 at Probable Cause
 - 4 at APD

- 17 at Compliance

Ms. Pagano announced that the process of compiling case documentation for probable cause review has been updated and will now support the integration of case information into one sequential document for ease of use.

With no questions, Ms. Pagano concluded her report.

Licensure Report – Sarah Georgen, Licensing and Operations Manager

Licensure Statistics – All Licenses

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

License	December 31, 2023 (Q2 2024)	March 31, 2024 (Q3 2024)	Difference (+/-)
Funeral Service Licensees	1,596	1,618	+22
Funeral Director	49	54	+5
Embalmer Only	5	5	0
Supervisors	617	280	-337
Funeral Service Interns	233	236	+3
Funeral Directing Interns	40	42	+2
Embalmer Interns	2	3	+1
Funeral Establishments	425	428	+3
Branch Establishments	88	89	+1
Crematories	138	138	0

CE Providers	11	12	+1
Courtesy Card Holders	137	140	+3
Surface Transport & Removal Svc.	49	52	+3
Total (*not incl. supervisors)	2,773	2,817	+44

Ms. Georgen spoke to the change in the number of Funeral Supervisors between Q2 2024 and Q3 2024. She stated that on January 19, 2024, 347 Supervisors were deactivated, due to the change in the Board regulations that became effective March 3, 2022, that required registration of supervisors for each intern supervised and established an expiration date for supervisor registrations.

The noted 347 Supervisors did not have an active intern under their supervision at that point in time; therefore, their designation was deactivated and listed as expired. The change of status did not impact their ability to register or provide supervision to a funeral intern in the future. It only adjusted to account for those that were actively providing supervision and provided a more accurate number of Funeral Supervisors in Virginia.

Ms. Georgen reviewed the trends of licensure counts since Q3 – 2020.

License Renewals

Ms. Georgen reported on the licensure renewal notifications for licenses that expired on March 31, 2024.

Ms. Georgen presented licensure renewal statistics for 2024.

Ms. Georgen reported that the Board conducted a review of initial responses to the required renewal questions on the renewal application in which the licensee stated that they had not completed the 2024 renewal requirements. Fifteen licensees answered “no” to at least one renewal question. She reported that board staff was processing responses to these questions and would refer any necessary licensees for disciplinary review, if needed.

2024 Renewals – Continuing Education (CE) Providers

Ms. Georgen reported on the upcoming licensure renewal notifications for CE Providers that are scheduled to expire on July 1, 2024.

Updates

Ms. Georgen reported on application updates implemented in January 2024, including licensure bots, an online Funeral Supervisor Registration, new application for reactivation, and the ability for applicants to upload documentation directly upon applying.

Ms. Georgen also spoke to the website redesign that was completed in January 2024.

Mr. Slusser inquired about the process for auditing continuing education for the requirement of at least one hour of continuing education in preneed funeral arrangements completed within the last three years. Ms. Georgen stated that a process will be implemented to keep the audit process as streamlined as possible.

With no further questions, Ms. Georgen concluded her report.

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

Mr. Saunders provided an update on the dismissal of one court case involving the Board.

With no questions, Mr. Saunders concluded his report.

COMMITTEE AND BOARD MEMBER REPORTS

Report from the Annual Meeting of the International Conference of Funeral Service Examining Boards – Eric Wray, II, FSL

Mr. Wray reported on Annual Meeting of The International Conference of Funeral Service Examining Boards (The Conference) including information on a presentation by the Federal Trade Commission, unlicensed activity, and human composting. He thanked Ms. Tillman Wolf and the Board for the opportunity to attend the meeting.

With no questions, Mr. Wray concluded his report.

BREAK

The Board took a break at 9:44 a.m. and returned at 9:51 a.m.

LEGISLATIVE AND REGULATORY REPORT

Report on Status of Regulations and Legislative Report - Erin Barrett, Director of Legislative and Regulatory Affairs

Ms. Barrett provided a brief overview of legislation from the 2024 General Assembly.

Mr. Wray requested clarification on SB 281, “Family cemeteries; interment rights, proof of kinship.” Ms. Barrett provided additional information regarding her interpretation of the intent of the bill and outcome.

Mr. Wray requested clarification on HB 652, “Funeral arrangements; next of kin, proof of designated person to make funeral arrangements.” For specific case-by-case questions related to interpretation of the hierarchy of next of kin or who would have the authority to make arrangements, Ms. Barrett stated that those practice-based questions would be appropriate for practitioners to raise with their own legal counsel; the Board could not provide individualized practice advice or legal interpretation.

Ms. Barrett provided an update on pending regulatory actions.

With no further questions, Ms. Barrett concluded her report.

BOARD DISCUSSION AND ACTIONS

Reclassification of Guidance Documents as Policy Documents

Ms. Barrett provided an overview of the possible reclassification of guidance documents as policy documents. For the Board's consideration, she reviewed Guidance Document 65-3, "Guidelines for Processing Applications for Licensure: Examination, Endorsement and Reinstatement," Guidance Document 65-10, "By-Laws of the Board," Guidance Document 65-14, "Sanctioning Reference Points Instruction Manual," Guidance Document 65-16, "Procedures for Auditing Continuing Education," Guidance Document 65-17, "Initiating Disciplinary Action Against Funeral Homes for Failing to Submit Corrective Action to Deficiencies Noted During Routine Inspections."

Upon a **MOTION** by Ms. Mimms, properly seconded by Mr. Williams, the Board voted to submit Guidance Documents 65-3, 65-10, 65-14, 65-16, and 65-17 to Board Counsel for review as possible policy documents and recommendation to the Board President, as presented. The motion passed unanimously (7-0).

BOARD MEMBER RECOGNITION

Mr. Graves recognized Ms. Mimms for her service and dedication to the Board of Funeral Directors and Embalmers from 2016 to 2024. He announced that her second term would expire on June 30, 2024, and provided brief remarks on her incumbency. Mr. Graves presented Ms. Mimms with a plaque to recognize her service.

NEXT MEETING

The next meeting date is July 16, 2024.

ADDITIONAL COMMENTS

Mr. Graves stated that the Board would convene three formal hearings beginning at 11:00 a.m. He requested the participation of all Board Members, apart from Ms. Mimms, who was excused from the first hearing only, and Mr. Slusser and Dr. Hickey, who were both excused from the second two hearings.

ADJOURNMENT

Mr. Graves called for any objections to adjourn the meeting. Hearing no objections and with all business concluded, the meeting adjourned at 10:15 a.m.

Corie Tillman Wolf, J.D., Executive Director

Date

Unapproved
**VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS
FORMAL ADMINISTRATIVE HEARING
MINUTES**

Tuesday, April 16, 2024

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

CALL TO ORDER: The formal hearing of the Board was called to order at 11:03 a.m.

MEMBERS PRESENT: Jason Graves, FSL, President (Chair)
Jonathan Hines, FSL
Kenneth Hickey, Citizen Member
R. Thomas Slusser, FSL
Joseph Williams, FSL
Eric Wray II, FSL

BOARD COUNSEL: M. Brent Saunders, Senior Assistant Attorney General

DHP STAFF PRESENT: Corie Tillman Wolf, Executive Director
Sarah Georgen, Licensing and Operations Manager

COURT REPORTER: Juan Ortega, Freelance Court Reporter

PARTIES ON BEHALF OF COMMONWEALTH: Anne Joseph, Adjudication Consultant, Administrative Proceedings Division
Avi Efreon, Adjudication Specialist, Administrative Proceedings Division

COMMONWEALTH'S WITNESS: Wendy Ashworth, Senior Investigator, DHP
Megan Wingate, Senior Investigator, DHP
Lesley Robinson
Wardrena Cypress

RESPONDENT'S WITNESS: Mark Fisher

MATTER: **Mark Edward Fisher, FSL
License No.: 0502-900184**

Case Numbers: 220810, 220816, 221058, 221070, 221071

ESTABLISHMENT OF A QUORUM:

With six (6) members present, a quorum was established.

DISCUSSION:

Mr. Fisher appeared before the Board in accordance with the Boards's notice dated November 17, 2023, and was represented by Lee T. Parker, Esquire.

The received evidence and sworn testimony from witnesses called by the parties and Mr. Fisher regarding the allegations in the Notice.

The Board heard arguments on behalf of the parties.

CLOSED SESSION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Eric Wray, the Board voted to convene a closed meeting, pursuant to §2.2-3711.A (27) of the Code of Virginia, for the purpose of deliberation to reach a decision in the matter of Mark Edward Fisher, FSL.

Additionally, Mr. Hines moved that Mr. Saunders, Ms. Tillman Wolf, and Ms. Georgen attend the closed meeting because their presence in the closed meeting was deemed necessary and would aid the Board in its deliberations.

RECONVENE:

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

DECISION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Eric Wray, FSL, the Board voted to issue an order to place Mark Edward Fisher, FSL on Indefinite Probation.

The motion carried.

VOTE:

The vote was unanimous. (6-0)

ADJOURNMENT:

The Board adjourned at 2:54 p.m.

For the Board:

Corie Tillman Wolf, JD, Executive Director

Date

Unapproved
VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS
FORMAL ADMINISTRATIVE HEARING
MINUTES

Tuesday, April 16, 2024

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

CALL TO ORDER: The formal hearing of the Board was called to order at 3:07 p.m.

MEMBERS PRESENT: Jason Graves, FSL, President (Chair)
Jonathan Hines, FSL
Mia Mimms, FSL
Joseph Williams, FSL
Eric Wray II, FSL

BOARD COUNSEL: M. Brent Saunders, Senior Assistant Attorney General

DHP STAFF PRESENT: Corie Tillman Wolf, Executive Director
Sarah Georgen, Licensing and Operations Manager

COURT REPORTER: Juan Ortega, Freelance Court Reporter

PARTIES ON BEHALF OF COMMONWEALTH: Christine Corey, Adjudication Specialist, Administrative Proceedings Division

COMMONWEALTH'S WITNESS: Jermial Gray, Senior Investigator, DHP
Wendy Ashworth, Senior Inspector, DHP
Gary Pond, Senior Inspector, DHP

RESPONDENT'S WITNESS: Keith Bullock, FSL, MOR
Paulette Strawbridge, FSL

MATTER: **Steele-Bullock Funeral Home**
License No.: 0501-000638
Case Numbers: 221375, 219162, 213255

ESTABLISHMENT OF A QUORUM:

With five (5) members present, a quorum was established.

DISCUSSION:

Mr. Bullock appeared before the Board in accordance with the Boards's notice dated March 14, 2024, and was not represented by an attorney.

The received evidence and sworn testimony from witnesses called by the parties and Mr. Bullock regarding the allegations in the Notice.

The Board heard arguments on behalf of the parties.

CLOSED SESSION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Eric Wray, the Board voted to convene a closed meeting, pursuant to §2.2-3711.A (27) of the Code of Virginia, for the purpose of deliberation to reach a decision in the matter of Steele-Bullock Funeral Home.

Additionally, Mr. Hines moved that Mr. Saunders, Ms. Tillman Wolf, and Ms. Georgen attend the closed meeting because their presence in the closed meeting was deemed necessary and would aid the Board in its deliberations.

RECONVENE:

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

DECISION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Joseph Williams, FSL, the Board voted to issue an order to Indefinitely Suspend the license of Steele-Bullock Funeral Home with said suspension stayed upon compliance with terms and conditions.

VOTE:

The motion carried. (4-1) (Nay: Wray)

ADJOURNMENT:

The Board adjourned at 5:31 p.m.

For the Board:

Corie Tillman Wolf, JD, Executive Director

Date

Unapproved
VIRGINIA BOARD OF FUNERAL DIRECTORS & EMBALMERS
FORMAL ADMINISTRATIVE HEARING
MINUTES

Tuesday, April 16, 2024

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

CALL TO ORDER: The formal hearing of the Board was called to order at 5:44 p.m.

MEMBERS PRESENT: Jason Graves, FSL, President (Chair)
Jonathan Hines, FSL
Mia Mimms, FSL
Joseph Williams, FSL
Eric Wray II, FSL

BOARD COUNSEL: M. Brent Saunders, Senior Assistant Attorney General

DHP STAFF PRESENT: Corie Tillman Wolf, Executive Director
Sarah Georgen, Licensing and Operations Manager

COURT REPORTER: Juan Ortega, Freelance Court Reporter

PARTIES ON BEHALF OF COMMONWEALTH: Christine Corey, Adjudication Specialist, Administrative Proceedings Division

COMMONWEALTH'S WITNESS: Wendy Ashworth, Senior Inspector, DHP
Gary Pond, Senior Inspector, DHP
Irine Jones

RESPONDENT'S WITNESS: Keith Bullock, FSL

MATTER: **Keith Jay Bullock, FSL**
License No.: 0502-900338
Case Numbers: 219161, 221367, 225280

ESTABLISHMENT OF A QUORUM:

With five (5) members present, a quorum was established.

DISCUSSION:

Mr. Bullock appeared before the Board in accordance with the Boards's notice dated March 14, 2024, and was not represented by an attorney.

The received evidence and sworn testimony from witnesses called by the parties and Mr. Bullock regarding the allegations in the Notice.

The Board heard arguments on behalf of the parties.

CLOSED SESSION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Eric Wray, the Board voted to convene a closed meeting, pursuant to §2.2-3711.A (27) of the Code of Virginia, for the purpose of deliberation to reach a decision in the matter of Steele-Bullock Funeral Home.

Additionally, Mr. Hines moved that Mr. Saunders, Ms. Tillman Wolf, and Ms. Georgen attend the closed meeting because their presence in the closed meeting was deemed necessary and would aid the Board in its deliberations.

RECONVENE:

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

DECISION:

Upon a motion by Jonathan Hines, FSL, and duly seconded by Joseph Williams, FSL, the Board voted to issue an order to Indefinitely Suspend the license of Steele-Bullock Funeral Home with said suspension stayed upon compliance with terms and conditions.

VOTE:

The motion carried. (4-1) (Nay: Wray)

ADJOURNMENT:

The Board adjourned at 5:31 p.m.

For the Board:

Corie Tillman Wolf, JD, Executive Director

Date

Legislative and Regulatory Report

Board of Funeral Directors and Embalmers
Current Regulatory Actions
As of June 26, 2024

In the Governor’s Office

None.

In the Secretary’s Office

VAC	Stage	Subject Matter	Submitted from agency	Time in current location	Notes
18VAC65-20	Fast-Track	Adjustment of requirements related to documentation of continuing education pursuant to 2022 legislation	7/28/2022	644 days	Changes the amount of time documents related to continuing education must be kept from two to three years.
18VAC65-20 18VAC65-30 18VAC65-40	NOIRA	2023 Regulatory reduction	5/8/2023	404 days	Reduces requirements related to practice, funeral interns, and preneed funeral planning.

No actions at DPB, OAG, or waiting for publication/recently effective.

Board Action

Senate Bill No. 521

24104409D

SENATE BILL NO. 521

Offered January 10, 2024

Prefiled January 9, 2024

A BILL to amend and reenact §§ 54.1-2800 and 54.1-2820 of the Code of Virginia, relating to preneed funeral contracts; declinable preneed funeral guarantee fee.

Patron—Williams Graves

Referred to Committee on General Laws and Technology

Be it enacted by the General Assembly of Virginia:

1. That §§ 54.1-2800 and 54.1-2820 of the Code of Virginia are amended and reenacted as follows: § 54.1-2800. Definitions.

As used in this chapter, unless the context requires a different meaning:

"Advertisement" means any information disseminated or placed before the public.

"At-need" means at the time of death or while death is imminent.

"Board" means the Board of Funeral Directors and Embalmers.

"Cremate" means to reduce a dead human body to ashes and bone fragments by the action of fire.

"Cremator" means a person or establishment that owns or operates a crematory or crematorium or cremates dead human bodies.

"Crematory" or "crematorium" means a facility containing a furnace for cremation of dead human bodies.

"Declinable preneed funeral guarantee fee" means an optional and declinable fee agreed to by a preneed funeral contract purchaser, if offered by a seller, for which the cost of the supplies and services as described in the preneed funeral contract shall be guaranteed. A declinable preneed funeral guarantee fee, when offered by a seller (i) shall not exceed 25 percent of the preneed funeral contract price, (ii) shall be refundable if the purchaser terminates the contract within 30 days of execution, (iii) shall not be considered a finance fee, and (iv) shall be listed on the general price list in accordance with § 54.1-2812.

"Embalmer" means any person engaged in the practice of embalming.

"Embalming" means the process of chemically treating the dead human body by arterial injection and cavity treatment or, when necessary, hypodermic tissue injection to reduce the presence and growth of microorganisms to temporarily retard organic decomposition.

"Funeral directing" means the for-profit profession of directing or supervising funerals, preparing human dead for burial by means other than embalming, or making arrangements for funeral services or the financing of funeral services.

"Funeral director" means any person engaged in the practice of funeral directing.

"Funeral service establishment" means any main establishment, branch, or chapel that is permanently affixed to the real estate and for which a certificate of occupancy has been issued by the local building official where any part of the profession of funeral directing, the practice of funeral services, or the act of embalming is performed.

"Funeral service intern" means a person who is preparing to be licensed for the practice of funeral services under the direct supervision of a practitioner licensed by the Board.

"Funeral service licensee" means a person who is licensed in the practice of funeral services.

"In-person communication" means face-to-face communication and telephonic communication.

"Next of kin" means any of the following persons, regardless of the relationship to the decedent: any person designated to make arrangements for the disposition of the decedent's remains upon his death pursuant to § 54.1-2825, the legal spouse, child aged 18 years or older, parent of a decedent aged 18 years or older, custodial parent or noncustodial parent of a decedent younger than 18 years of age, siblings over 18 years of age, guardian of minor child, guardian of minor siblings, maternal grandparents, paternal grandparents, maternal siblings over 18 years of age and paternal siblings over 18 years of age, or any other relative in the descending order of blood relationship.

"Practice of funeral services" means engaging in the care and disposition of the human dead, the preparation of the human dead for the funeral service, burial or cremation, the making of arrangements for the funeral service or for the financing of the funeral service and the selling or making of financial arrangements for the sale of funeral supplies to the public.

"Preneed" means at any time other than at-need.

"Preneed funeral contract" means any agreement where payment is made by the consumer prior to the receipt of services or supplies contracted for, which evidences arrangements prior to death for (i) the

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59 providing of funeral services or (ii) the sale of funeral supplies.

60 "Preneed funeral planning" means the making of arrangements prior to death for (i) the providing of
61 funeral services or (ii) the sale of funeral supplies.

62 "Solicitation" means initiating contact with consumers with the intent of influencing their selection of
63 a funeral plan or funeral service provider.

64 **§ 54.1-2820. Requirements of preneed funeral contracts.**

65 A. It shall be unlawful for any person residing or doing business within this Commonwealth, to
66 make, either directly or indirectly by any means, a preneed funeral contract unless the contract:

67 1. Is made on forms prescribed by the Board and is written in clear, understandable language and
68 printed in easy-to-read type, size and style;

69 2. Identifies the seller, seller's license number and contract buyer and the person for whom the
70 contract is purchased if other than the contract buyer;

71 3. Contains a complete description of the supplies or services purchased;

72 4. Clearly discloses whether the price of the supplies and services purchased is guaranteed *and*
73 *whether the guaranteed supplies and services have been secured by a declinable preneed funeral*
74 *guarantee fee as defined in § 54.1-2800;*

75 5. States if funds are required to be trusted pursuant to § 54.1-2822, the amount to be trusted, the
76 name of the trustee, the disposition of the interest, the fees, expenses and taxes which may be deducted
77 from the interest and a statement of the buyer's responsibility for taxes owed on the interest;

78 6. Contains the name, address and telephone number of the Board and lists the Board as the
79 regulatory agency which handles consumer complaints;

80 7. Provides that any person who makes payment under the contract may terminate the agreement at
81 any time prior to the furnishing of the services or supplies contracted for except as provided pursuant to
82 subsection B; if the purchaser terminates the contract within 30 days of execution, the purchaser shall be
83 refunded all consideration paid or delivered, together with any interest or income accrued thereon; if the
84 purchaser terminates the contract after 30 days, the purchaser shall be refunded any amounts required to
85 be deposited under § 54.1-2822, together with any interest or income accrued thereon;

86 8. Provides that if the particular supplies and services specified in the contract are unavailable at the
87 time of delivery, the seller shall be required to furnish supplies and services similar in style and at least
88 equal in quality of material and workmanship and the representative of the deceased shall have the right
89 to choose the supplies or services to be substituted;

90 9. Discloses any penalties or restrictions, including but not limited to geographic restrictions or the
91 inability of the provider to perform, on the delivery of merchandise, services or prearrangement
92 guarantee; and

93 10. Complies with all disclosure requirements imposed by the Board.

94 If the contract seller will not be furnishing the supplies and services to the purchaser, the contract
95 seller must attach to the preneed funeral contract a copy of the seller's agreement with the provider.

96 B. Subject to the requirements of § 54.1-2822, a preneed funeral contract may provide for an
97 irrevocable trust or an amount in an irrevocable trust that is specifically identified as available
98 exclusively for funeral or burial expenses, where:

99 1. A person irrevocably contracts for funeral goods and services, such person funds the contract by
100 prepaying for the goods and services, and the funeral provider residing or doing business within the
101 Commonwealth subsequently places the funds in a trust; or

102 2. A person establishes an irrevocable trust naming the funeral provider as the beneficiary; however,
103 such person shall have the right to change the beneficiary to another funeral provider pursuant to
104 § 54.1-2822.

105 C. If a life insurance or annuity contract is used to fund the preneed funeral contract, the face
106 amount of any life insurance policy issued to fund a preneed funeral contract shall not be decreased over
107 the life of the life insurance policy except for life insurance policies that have lapsed due to the
108 nonpayment of premiums or have gone to a nonforfeiture option that lowers the face amount as allowed
109 for in the provisions of the policy. The following must also be disclosed as prescribed by the Board:

110 1. The fact that a life insurance policy or annuity contract is involved or being used to fund the
111 preneed contract;

112 2. The nature of the relationship among the soliciting agent, the provider of the supplies or services,
113 the prearranger and the insurer;

114 3. The relationship of the life insurance policy or annuity contract to the funding of the preneed
115 contract and the nature and existence of any guarantees relating to the preneed contract; and

116 4. The impact on the preneed contract of (i) any changes in the life insurance policy or annuity
117 contract including but not limited to changes in the assignment, beneficiary designation or use of the
118 proceeds, (ii) any penalties to be incurred by the policyholder as a result of failure to make premium
119 payments, (iii) any penalties to be incurred or moneys to be received as a result of cancellation or
120 surrender of the life insurance policy or annuity contract, and (iv) all relevant information concerning

121 what occurs and whether any entitlements or obligations arise if there is a difference between the
122 proceeds of the life insurance policy or annuity contract and the amount actually needed to fund the
123 preneed contract.

124 D. When the consideration consists in whole or in part of any real estate, the contract shall be
125 recorded as an attachment to the deed whereby such real estate is conveyed, and the deed shall be
126 recorded in the clerk's office of the circuit court of the city or county in which the real estate being
127 conveyed is located.

128 E. If any funeral supplies are sold and delivered prior to the death of the subject for whom they are
129 provided, and the seller or any legal entity in which he or a member of his family has an interest
130 thereafter stores these supplies, the risk of loss or damage shall be upon the seller during such period of
131 storage.

132 **2. That the Board of Funeral Directors and Embalmers shall promulgate regulations to implement**
133 **the provisions of this act to be effective within 280 days of its enactment.**

Virginia
Administrative Code
Board of Funeral
Directors and
Embalmers

Chapter 30. Regulations
for Preneed Funeral
Planning

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.

"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 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 or funeral director 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 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 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 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 IV. Contract

18VAC65-30-80. Content and format.

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

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

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

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

Part V. Disclosures

18VAC65-30-90. Disclosures.

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

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

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

Part VI. Funding

18VAC65-30-100. Finance charges prohibited.

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

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

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

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

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

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

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

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

18VAC65-30-120. Escrow account.

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

18VAC65-30-130. Real estate.

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

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

18VAC65-30-140. Personal property.

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

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

c. Record the preneed contract in the clerk's office of the circuit court of the locality in which the person delivering the property or trust agreement is living provided that the preneed contract sets forth the terms, conditions, and considerations of the trust.

18VAC65-30-170. Trust accounts.

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

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

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

If a life insurance or annuity policy is used to fund the preneed funeral contract, the contract shall be in compliance with provisions of §§ 38.2-3100.3 and 54.1-2820 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 VII. Supplies and Services

18VAC65-30-200. Supplies and services.

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

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

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

Part VIII. Required Content of Contracts and Disclosures

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

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

Date: _____

Contract: _____

PRENEED FUNERAL CONTRACT

for

(Name of Recipient of Services)

_____ (Zip)_____

I. SUPPLIES AND SERVICES PURCHASED

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

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

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

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

Guaranteed Services Purchased

I. BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF \$ _____

II. FUNERAL HOME FACILITIES

A. Facilities and Staff for \$ _____

visitation/viewing

B. Facilities and Staff for funeral ceremony \$ _____

C. Facilities and Staff for memorial service \$ _____

D. Equipment and Staff for graveside service \$ _____

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

III. EMBALMING

A. Normal remains \$ _____

B. Autopsy remains \$ _____

IV. OTHER PREPARATION OF THE BODY \$ _____

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

V. IMMEDIATE BURIAL \$ _____

VI. DIRECT CREMATION \$ _____

VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT \$ _____

VIII. FORWARDING REMAINS TO ANOTHER FUNERAL HOME \$ _____

IX. RECEIVING REMAINS FROM ANOTHER FUNERAL HOME \$ _____

X. AUTOMOTIVE EQUIPMENT

A. Hearse \$ _____

B. Limousine \$ _____

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

XI. FUNERAL MERCHANDISE

A. Casket (*describe)

-
_____ \$ _____

B. Outer Burial Container (*describe)

-
_____ \$ _____

C. List any others

_____ \$ _____

-
Supplies Purchased

Clothing \$ _____

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

_____.
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:

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

II. METHOD OF FUNDING

- Trust.

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

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

B. Insurance or annuity contract.

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

1. Buyer:
2. Insurance Company:
3. Insurance Agent:

Employed by: (Insurance Company)

Licensed Funeral Director or Funeral Service Licensee in Virginia: __yes __no

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

Employed by Funeral Home (If Applicable):

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

III. CONSUMER INFORMATION

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

Consumer complaints should be directed to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number: (804) 367-4479

Toll Free Number for complaints: 1-800-533-1560

FAX: (804) 527-4413

Website: www.dhp.virginia.gov

IV. DISCLOSURES

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

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

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

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

V. TERMINATION OF CONTRACT

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

Within 30 days

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

More than 30 days

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

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

VI. STATEMENT OF GUARANTEE

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

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

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

VII. AGREEMENT

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

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

VIII. PENALTIES OR RESTRICTIONS

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

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

IX. ADDENDUM TO PRENEED CONTRACT

APPOINTEE AGREEMENT

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

Contract Beneficiary: _____ Date: _____

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

Appointee: _____ Date: _____

The foregoing was acknowledged before me this _____ day of _____, 20____

Notary: _____

Date Commission Expires: _____

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

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

funeral planning:

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

PRENEED CONTRACTS

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

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

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

-- What are my protections?

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

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

CANCELLATION

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

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

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

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

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

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

PAYMENT

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

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

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

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

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

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

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

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

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

GENERAL FUNDING INFORMATION

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

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

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

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

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

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

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

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

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

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

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

(Funeral home shall place answer here)

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

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

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

(Funeral home shall place answer here)

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

(Funeral home shall place answer here)

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

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

TRUST ACCOUNT

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

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

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

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

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

Some trust accounts cannot be cancelled.

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

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

(Funeral home shall place answer here)

CLAIMS AGAINST THIS CONTRACT

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

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

-- Can the money or property be taxed?

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

GENERAL GOODS AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRICING

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

The funeral home maintains a general price list and a casket and outer burial container price list. Your contract seller will give this to you before you begin talking about arrangements. After your discussion is finished, you will be given a copy of your preneed contract on which charges will be listed. Charges will only be made for the items you select. If there are any legal or other requirements that mandate that you must buy any items you did not specifically ask for, the contract seller will explain the reason for the charges to you in writing.

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

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

-- What is meant by guaranteed and nonguaranteed prices?

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

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

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

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

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

CASKETS AND CONTAINERS

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

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

-- Is a casket required?

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

-- Do certain cemeteries and crematoriums have special requirements?

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

EMBALMING

-- Is embalming always required?

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

RECORDS

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

A preneed contract is a legal document. You should keep a copy of your preneed contract and related documentation as you would any similar legal document such as in a safe place or with the person designated to make arrangements at the time of your death.

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

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

ASSISTANCE

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

You may designate in writing a person of your choice to work with the funeral home and contract seller either before or after your death to ensure that your wishes are fulfilled. You must sign the statement and have it notarized. The person that you designate must agree to this in writing. Under the laws governing preneed contracts, the individual whom you designate has final authority at the time of your death.

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

You may direct your complaints or concerns to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number: (804) 367-4479

Toll Free Number for complaints: 1-800-533-1560

Fax: (804) 527-4413

Website: www.dhp.virginia.gov

Presentations

DRAFT

Virginia's Funeral Service Provider Workforce: 2024

Healthcare Workforce Data Center

May 2024

Virginia Department of Health Professions
Healthcare Workforce Data Center
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9960 Mayland Drive, Suite 300
Henrico, VA 23233
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Get a copy of this report from:

<https://www.dhp.virginia.gov/PublicResources/HealthcareWorkforceDataCenter/ProfessionReports/>

More than 1,300 Funeral Service Providers voluntarily participated in this survey. Without their efforts, the work of the center would not be possible. The Department of Health Professions, the Healthcare Workforce Data Center, and the Board of Funeral Directors and Embalmers express our sincerest appreciation for their ongoing cooperation.

Thank You!

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The Funeral Service Provider Workforce At a Glance:

The Workforce

Licensees:	1,622
Virginia's Workforce:	1,302
FTEs:	1,240

Background

Rural Childhood:	51%
HS Diploma in VA:	72%
Prof. Degree in VA:	55%

Current Employment

Employed in Prof.:	88%
Hold 1 Full-Time Job:	72%
Satisfied?:	95%

Survey Response Rate

All Licensees:	81%
Renewing Practitioners:	88%

Education

Associate:	75%
Baccalaureate:	16%

Job Turnover

Switched Jobs:	3%
Employed Over 2 Yrs.:	77%

Demographics

Female:	38%
Diversity Index:	39%
Median Age:	55

Finances

Median Income: \$60k-\$70k	
Retirement Benefits:	45%
Under 40 w/ Ed. Debt:	44%

Time Allocation

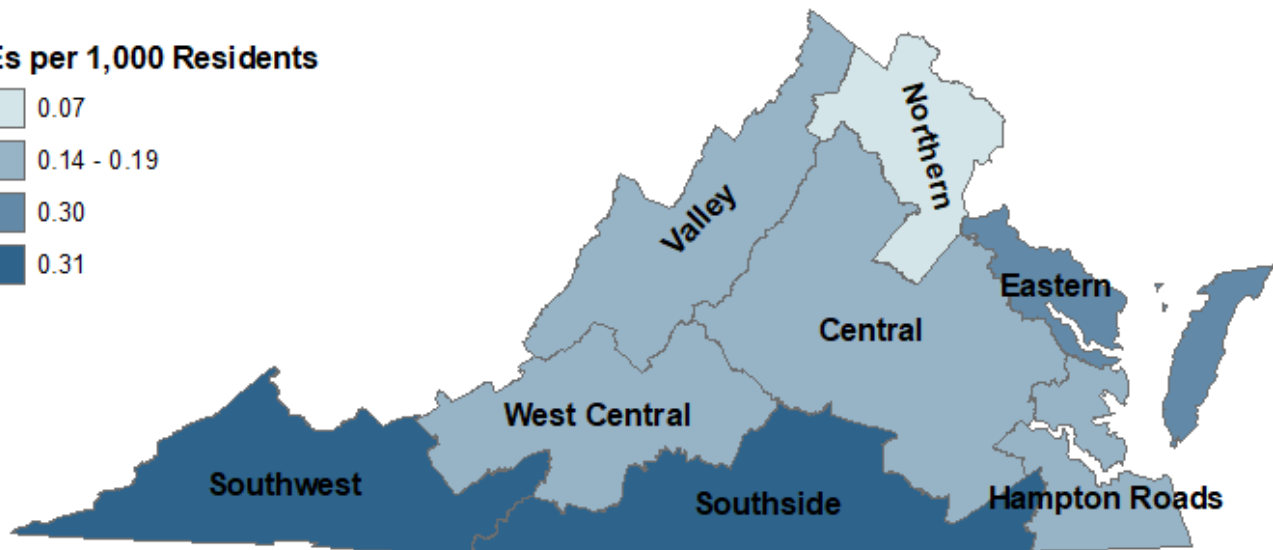
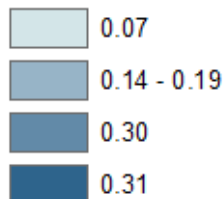
Client Care:	30%-39%
Administration:	40%-49%
Client Care Role:	28%

Source: Va. Healthcare Workforce Data Center

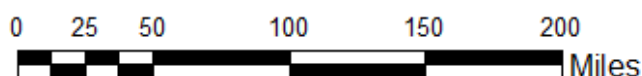
Full-Time Equivalency Units Provided by Funeral Service Providers per 1,000 Residents by Virginia Performs Region

Source: Va Healthcare Workforce Data Center

FTEs per 1,000 Residents



Annual Estimates of the Resident Population: July 1, 2022
Source: U.S. Census Bureau, Population Division



This report contains the results of the 2024 Funeral Service Provider (FSP) Workforce Survey. More than 1,300 FSPs voluntarily participated in this survey. The Virginia Department of Health Professions' Healthcare Workforce Data Center (HWDC) administers the survey during the license renewal process, which takes place every March for FSPs. These survey respondents represent 81% of the 1,622 FSPs who are licensed in the state and 88% of renewing practitioners.

The HWDC estimates that 1,302 FSPs participated in Virginia's workforce during the survey period, which is defined as those FSPs who worked at least a portion of the year in the state or who live in the state and intend to return to work as an FSP at some point in the future. Over the past year, Virginia's FSP workforce provided 1,240 "full-time equivalency units," which the HWDC defines simply as working 2,000 hours per year.

Nearly two out of every five FSPs are female, including 66% of FSPs who are under the age of 40. In a random encounter between two FSPs, there is a 39% chance that they would be of different races or ethnicities, a measure known as the diversity index. For FSPs who are under the age of 40, this diversity index falls to 29%. For the state's overall population, the comparable diversity index is 60%. Just over half of all FSPs grew up in a rural area, and 34% of FSPs who grew up in a rural area currently work in a non-metro area of Virginia. In total, 23% of all FSPs currently work in a non-metro area of the state.

Among all FSPs, 88% are currently employed in the profession, 72% hold one full-time job, and 52% work between 40 and 49 hours per week. More than half of all FSPs are employed at a funeral-only establishment, while another 36% of FSPs work at a funeral establishment that also provides crematory services. The median annual income for Virginia's FSP workforce is between \$60,000 and \$70,000, and 58% receive this income in the form of a salary or commission. In addition, 78% of wage or salaried FSPs receive at least one employer-sponsored benefit, including 60% who have access to health insurance. Overall, 95% of FSPs are satisfied with their current employment situation, including 78% who indicated that they are "very satisfied."

Summary of Trends

In this section, all statistics for the current year are compared to the 2019 FSP workforce. The number of licensed FSPs in Virginia has increased by 3% (1,622 vs. 1,582). While the size of Virginia's FSP workforce has remained essentially constant (1,302 vs. 1,300), the number of FTEs provided by this workforce has fallen by 17% (1,240 vs. 1,495). Virginia's renewing FSPs are more likely to respond to this survey (88% vs. 75%).

The percentage of Virginia's FSPs who are female has increased (38% vs. 30%), and this is also true among those FSPs who are under the age of 40 (66% vs. 52%). While the diversity index of the overall FSP workforce has increased slightly (39% vs. 38%), the diversity index among those FSPs who are under the age of 40 has fallen (29% vs. 37%). FSPs are somewhat less likely to have grown up in a rural area (51% vs. 53%), and FSPs who grew up in a rural area are also less likely to work in a non-metro area of Virginia (34% vs. 37%). In total, the percentage of all FSPs who work in a non-metro area of the state has declined slightly (23% vs. 24%).

FSPs are more likely to be currently employed in the profession (88% vs. 86%) and work between 40 and 49 hours per week (52% vs. 48%). At the same time, FSPs are slightly less likely to hold one full-time job (72% vs. 73%). FSPs are relatively more likely to work in either the non-profit sector (3% vs. 1%) or a state/local government (3% vs. 1%) than in the for-profit sector (93% vs. 96%).

FSPs are more likely to carry education debt (23% vs. 20%), and the median outstanding balance among those FSPs with education debt has increased (\$20k-\$30k vs. \$10k-\$20k). The median annual income of FSPs has increased (\$60k-\$70k vs. \$50k-\$60k), and FSPs are relatively more likely to receive this income as an hourly wage (27% vs. 22%) than as a salary (58% vs. 66%). In addition, wage and salaried FSPs are more likely to receive at least one employer-sponsored benefit (78% vs. 75%). FSPs are slightly less likely to indicate that they are satisfied with their current work situation (95% vs. 96%), although there has been no change in those FSPs who indicated that they are "very satisfied" (78%).

A Closer Look:

Licensees		
License Status	#	%
Renewing Practitioners	1,469	91%
New Licensees	65	4%
Non-Renewals	88	5%
All Licensees	1,622	100%

Source: Va. Healthcare Workforce Data Center

HWDC surveys tend to achieve very high response rates. Among all renewing FSPs, 88% submitted a survey. These represent 81% of the 1,622 FSPs who held a license at some point in the past year.

Definitions

- 1. The Survey Period:** The survey was conducted in March 2024.
- 2. Target Population:** All FSPs who held a Virginia license at some point between April 2023 and March 2024.
- 3. Survey Population:** The survey was available to those who renewed their licenses online. It was not available to those who did not renew, including some FSPs newly licensed in the past year.

Response Rates			
Statistic	Non Respondents	Respondents	Response Rate
By Age			
Under 35	62	139	69%
35 to 39	18	104	85%
40 to 44	34	135	80%
45 to 49	20	118	86%
50 to 54	21	154	88%
55 to 59	31	172	85%
60 to 64	27	144	84%
65 and Over	90	353	80%
Total	303	1,319	81%
New Licenses			
Issued in Past Year	40	25	38%
Metro Status			
Non-Metro	67	272	80%
Metro	189	804	81%
Not in Virginia	47	243	84%

Source: Va. Healthcare Workforce Data Center

Response Rates	
Completed Surveys	1,319
Response Rate, All Licensees	81%
Response Rate, Renewals	88%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Licensed FSPs

Number: 1,622
 New 4%
 Not Renewed: 5%

Response Rates

All Licensees: 81%
 Renewing Practitioners: 88%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Workforce

FSP Workforce: 1,302
 FTEs: 1,240

Utilization Ratios

Licenses in VA Workforce: 80%
 Licenses per FTE: 1.31
 Workers per FTE: 1.05

Source: Va. Healthcare Workforce Data Center

Definitions

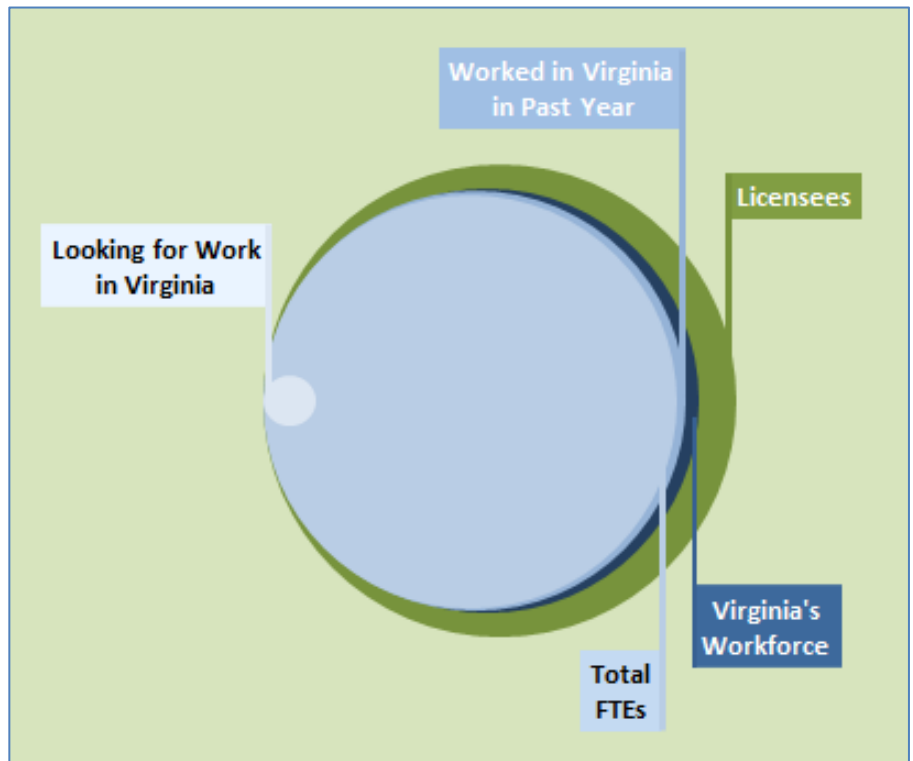
- 1. Virginia's Workforce:** A licensee with a primary or secondary work site in Virginia at any time in the past year or who indicated intent to return to Virginia's workforce at any point in the future.
- 2. Full-Time Equivalency Unit (FTE):** The HWDC uses 2,000 (40 hours for 50 weeks) as its baseline measure for FTEs.
- 3. Licenses in VA Workforce:** The proportion of licenses in Virginia's Workforce.
- 4. Licenses per FTE:** An indication of the number of licenses needed to create 1 FTE. Higher numbers indicate lower licensee participation.
- 5. Workers per FTE:** An indication of the number of workers in Virginia's workforce needed to create 1 FTE. Higher numbers indicate lower utilization of available workers.

Virginia's FSP Workforce

Status	#	%
Worked in Virginia in Past Year	1,283	99%
Looking for Work in Virginia	19	1%
Virginia's Workforce	1,302	100%
Total FTEs	1,240	
Licenses	1,622	

Source: Va. Healthcare Workforce Data Center

Weighting is used to estimate the figures in this report. Unless otherwise noted, figures refer to the Virginia Workforce only. For more information on the HWDC's methodology, visit: <https://www.dhp.virginia.gov/PublicResources/HealthcareWorkforceDataCenter/>



Source: Va. Healthcare Workforce Data Center

A Closer Look:

Age & Gender						
Age	Male		Female		Total	
	#	% Male	#	% Female	#	% in Age Group
Under 35	37	28%	96	72%	133	16%
35 to 39	28	45%	34	55%	63	8%
40 to 44	44	52%	41	48%	85	10%
45 to 49	42	58%	31	42%	73	9%
50 to 54	53	61%	33	39%	86	10%
55 to 59	76	75%	25	25%	101	12%
60 to 64	70	82%	15	18%	85	10%
65 and Over	169	82%	38	19%	208	25%
Total	519	62%	314	38%	832	100%

Source: Va. Healthcare Workforce Data Center

Race & Ethnicity					
Race/Ethnicity	Virginia*	Funeral Service Providers		FSPs Under 40	
	%	#	%	#	%
White	59%	635	75%	168	84%
Black	18%	175	21%	13	6%
Asian	7%	2	0%	0	0%
Other Race	1%	4	0%	0	0%
Two or More Races	5%	6	1%	4	2%
Hispanic	10%	24	3%	16	8%
Total	100%	846	100%	201	100%

*Population data in this chart is from the U.S. Census, Annual Estimates of the Resident Population by Sex, Race, and Hispanic Origin for the United States, States, and Counties: July 1, 2022.

Source: Va. Healthcare Workforce Data Center

At a Glance:

Gender
 % Female: 38%
 % Under 40 Female: 66%

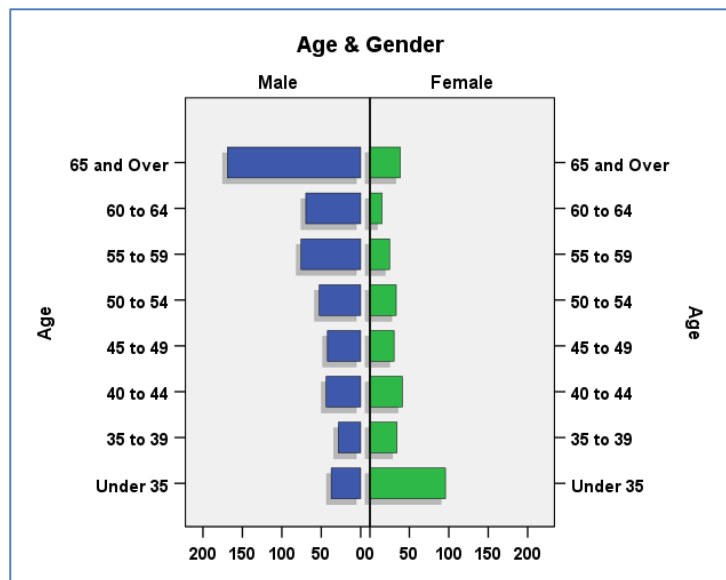
Age
 Median Age: 55
 % Under 40: 24%
 % 55 and Over: 47%

Diversity
 Diversity Index: 39%
 Under 40 Div. Index: 29%

Source: Va. Healthcare Workforce Data Center

In a chance encounter between two FSPs, there is a 39% chance that they would be of different races or ethnicities (a measure known as the diversity index). For Virginia's population as a whole, the comparable number is 60%.

Nearly one-quarter of all FSPs are under the age of 40, and 66% of FSPs who are under the age of 40 are female. In addition, the diversity index among FSPs who are under the age of 40 is 29%.



Source: Va. Healthcare Workforce Data Center

At a Glance:

Childhood

Urban Childhood: 14%
Rural Childhood: 51%

Virginia Background

HS in Virginia: 72%
Prof. Edu. in VA: 55%
HS or Prof. Edu. in VA: 81%

Location Choice

% Rural to Non-Metro: 34%
% Urban/Suburban to Non-Metro: 10%

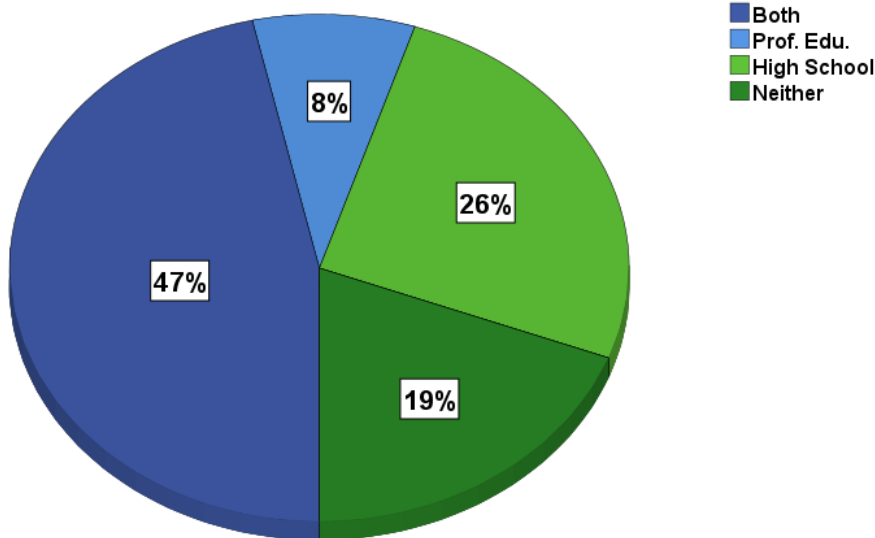
Source: Va. Healthcare Workforce Data Center

A Closer Look:

Primary Location: USDA Rural Urban Continuum		Rural Status of Childhood Location		
Code	Description	Rural	Suburban	Urban
Metro Counties				
1	Metro, 1 Million+	35%	47%	19%
2	Metro, 250,000 to 1 Million	60%	31%	9%
3	Metro, 250,000 or Less	70%	22%	8%
Non-Metro Counties				
4	Urban, Pop. 20,000+, Metro Adjacent	54%	37%	10%
6	Urban, Pop. 2,500-19,999, Metro Adjacent	82%	9%	9%
7	Urban, Pop. 2,500-19,999, Non-Adjacent	95%	3%	3%
8	Rural, Metro Adjacent	78%	22%	0%
9	Rural, Non-Adjacent	88%	0%	12%
Overall		51%	35%	14%

Source: Va. Healthcare Workforce Data Center

Educational Background in Virginia



Source: Va. Healthcare Workforce Data Center

More than half of all FSPs grew up in a rural area, and 34% of FSPs who grew up in a rural area currently work in a non-metro area of Virginia. In total, 23% of all FSPs currently work in a non-metro area of the state.

Top Ten States for Funeral Service Provider Recruitment

Rank	All Funeral Service Providers			
	High School	#	Professional School	#
1	Virginia	602	Virginia	444
2	Pennsylvania	29	Georgia	92
3	North Carolina	24	Pennsylvania	56
4	New York	23	Ohio	53
5	Maryland	17	Texas	24
6	West Virginia	15	New York	24
7	California	12	Indiana	14
8	Tennessee	11	Washington, D.C.	14
9	Florida	10	Maryland	13
10	Ohio	9	Tennessee	10

Source: Va. Healthcare Workforce Data Center

Among all FSPs, 72% received their high school degree in Virginia, and 55% also received their initial professional degree in the state.

Rank	Licensed in the Past Five Years			
	High School	#	Professional School	#
1	Virginia	114	Virginia	103
2	North Carolina	6	Pennsylvania	16
3	California	6	Texas	15
4	Pennsylvania	5	Ohio	4
5	Texas	5	North Carolina	4
6	West Virginia	4	Georgia	3
7	New York	4	Illinois	3
8	Maryland	4	Maryland	3
9	Indiana	3	Washington, D.C.	2
10	Illinois	3	California	1

Source: Va. Healthcare Workforce Data Center

Among FSPs who obtained their initial license in the past five years, 70% received their high school degree in Virginia, and 64% received their initial professional degree in the state.

In total, 20% of Virginia's licensees were not a part of the state's FSP workforce. Among these licensees, 84% worked at some point in the past year, including 72% who currently work as an FSP.

At a Glance:

Not in VA Workforce

Total:	320
% of Licensees:	20%
Federal/Military:	4%
VA Border State/DC:	31%

Source: Va. Healthcare Workforce Data Center

A Closer Look:

Highest Professional Degree		
Degree	#	%
High School/GED	40	5%
Associate Degree	612	75%
Baccalaureate Degree	131	16%
Master's Degree	22	3%
Doctorate	6	1%
Total	811	100%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Education

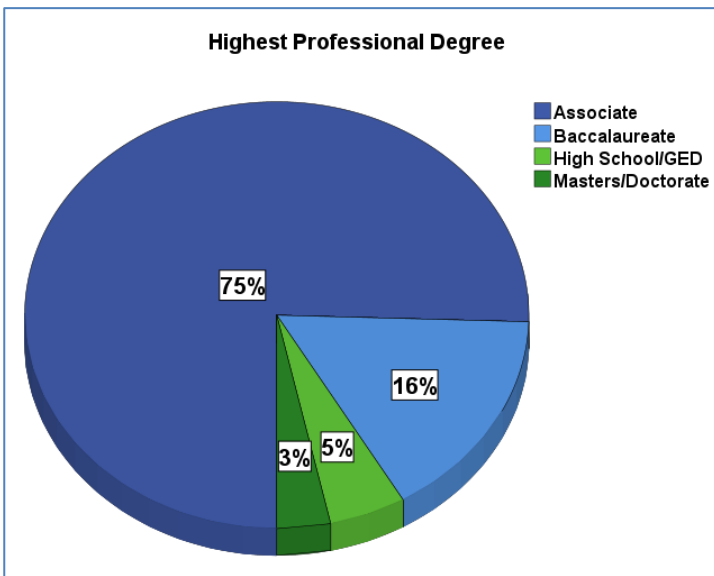
Associate:	75%
Baccalaureate:	16%
High School/GED:	5%

Education Debt

Carry Debt:	23%
Under Age 40 w/ Debt:	44%
Median Debt:	\$20k-\$30k

Source: Va. Healthcare Workforce Data Center

Nearly one out of every four FSPs carry education debt, including 44% of those FSPs who are under the age of 40. For those FSPs with education debt, the median outstanding balance is between \$20,000 and \$30,000.



Source: Va. Healthcare Workforce Data Center

Education Debt				
Amount Carried	All FSPs		FSPs Under 40	
	#	%	#	%
None	524	77%	94	56%
Less than \$10,000	27	4%	13	8%
\$10,000-\$19,999	36	5%	23	14%
\$20,000-\$29,999	27	4%	12	7%
\$30,000-\$39,999	17	3%	7	4%
\$40,000-\$49,999	9	1%	4	2%
\$50,000-\$59,999	9	1%	3	2%
\$60,000-\$69,999	4	1%	4	2%
\$70,000-\$79,999	8	1%	3	2%
\$80,000-\$89,999	1	0%	1	1%
\$90,000-\$99,999	3	0%	1	1%
\$100,000 or More	13	2%	2	1%
Total	678	100%	167	100%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Employment

Employed in Profession: 88%
 Involuntarily Unemployed: < 1%

Positions Held

1 Full-Time: 72%
 2 or More Positions: 13%

Weekly Hours:

40 to 49: 52%
 60 or More: 13%
 Less than 30: 9%

Source: Va. Healthcare Workforce Data Center

A Closer Look:

Current Work Status		
Status	#	%
Employed, Capacity Unknown	0	0%
Employed in an FSP-Related Capacity	732	88%
Employed, NOT in an FSP-Related Capacity	57	7%
Not Working, Reason Unknown	0	0%
Involuntarily Unemployed	4	< 1%
Voluntarily Unemployed	15	2%
Retired	22	3%
Total	830	100%

Source: Va. Healthcare Workforce Data Center

Among all FSPs, 88% are currently employed in the profession, 72% hold one full-time job, and 52% work between 40 and 49 hours per week.

Current Positions		
Positions	#	%
No Positions	41	5%
One Part-Time Position	82	10%
Two Part-Time Positions	9	1%
One Full-Time Position	571	72%
One Full-Time Position & One Part-Time Position	48	6%
Two Full-Time Positions	26	3%
More than Two Positions	18	2%
Total	795	100%

Source: Va. Healthcare Workforce Data Center

Current Weekly Hours		
Hours	#	%
0 Hours	41	5%
1 to 9 Hours	25	3%
10 to 19 Hours	28	4%
20 to 29 Hours	18	2%
30 to 39 Hours	49	6%
40 to 49 Hours	404	52%
50 to 59 Hours	116	15%
60 to 69 Hours	60	8%
70 to 79 Hours	13	2%
80 or More Hours	26	3%
Total	780	100%

Source: Va. Healthcare Workforce Data Center

A Closer Look:

Annual Income		
Income Level	#	%
Volunteer Work Only	18	3%
Less than \$30,000	71	12%
\$30,000-\$39,999	28	5%
\$40,000-\$49,999	39	7%
\$50,000-\$59,999	85	15%
\$60,000-\$69,999	80	14%
\$70,000-\$79,999	69	12%
\$80,000-\$89,999	57	10%
\$90,000-\$99,999	31	5%
\$100,000-\$109,999	32	6%
\$110,000-\$119,999	16	3%
\$120,000 or More	57	10%
Total	583	100%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Earnings
Median Income: \$60k-\$70k

Benefits
(Wage/Salary Employees)
Health Insurance: 60%
Retirement: 49%

Satisfaction
Satisfied: 95%
Very Satisfied: 78%

Source: Va. Healthcare Workforce Data Center

Job Satisfaction		
Level	#	%
Very Satisfied	621	78%
Somewhat Satisfied	134	17%
Somewhat Dissatisfied	31	4%
Very Dissatisfied	13	2%
Total	800	100%

Source: Va. Healthcare Workforce Data Center

The typical FSP earns between \$60,000 and \$70,000 per year. In addition, 78% of all wage and salaried FSPs receive at least one employer-sponsored benefit, including 60% who have access to health insurance.

Employer-Sponsored Benefits			
Benefit	#	%	% of Wage/Salary Employees
Paid Vacation	501	68%	73%
Paid Sick Leave	423	58%	62%
Health Insurance	404	55%	60%
Retirement	327	45%	49%
Dental Insurance	315	43%	48%
Group Life Insurance	249	34%	39%
Signing/Retention Bonus	46	6%	8%
At Least One Benefit	536	73%	78%

*From any employer at time of survey.

Source: Va. Healthcare Workforce Data Center

A Closer Look:

Employment Instability in the Past Year		
In the Past Year, Did You . . . ?	#	%
Experience Involuntary Unemployment?	11	1%
Experience Voluntary Unemployment?	33	3%
Work Part-Time or Temporary Positions, but Would Have Preferred a Full-Time/Permanent Position?	6	< 1%
Work Two or More Positions at the Same Time?	153	12%
Switch Employers or Practices?	37	3%
Experience at Least One?	225	17%

Source: Va. Healthcare Workforce Data Center

In total, 1% of Virginia's FSPs experienced involuntary unemployment at some point in the past year. By comparison, Virginia's average monthly unemployment rate was 2.8% during the same time period.¹

Location Tenure				
Tenure	Primary		Secondary	
	#	%	#	%
Not Currently Working at This Location	25	3%	15	8%
Less than 6 Months	29	4%	11	6%
6 Months to 1 Year	34	4%	14	8%
1 to 2 Years	92	12%	27	15%
3 to 5 Years	135	17%	23	13%
6 to 10 Years	134	17%	22	12%
More than 10 Years	324	42%	70	39%
Subtotal	772	100%	181	100%
Did Not Have Location	33		1,100	
Item Missing	497		21	
Total	1,302		1,302	

Source: Va. Healthcare Workforce Data Center

Nearly three out of every five FSPs are salaried employees at their primary work location, while 27% receive an hourly wage.

At a Glance:

Unemployment Experience

Involuntarily Unemployed: 1%
Underemployed: < 1%

Turnover & Tenure

Switched Jobs: 3%
New Location: 11%
Over 2 Years: 77%
Over 2 Yrs., 2nd Location: 64%

Employment Type

Salary/Commission: 58%
Hourly Wage: 27%

Source: Va. Healthcare Workforce Data Center

More than three out of every four FSPs have worked at their primary work location for more than two years.

Employment Type		
Primary Work Site	#	%
Salary/Commission	281	58%
Hourly Wage	133	27%
By Contract	25	5%
Business/Practice Income	40	8%
Unpaid	6	1%
Subtotal	485	100%
Did Not Have Location	33	
Item Missing	784	

Source: Va. Healthcare Workforce Data Center

¹ As reported by the U.S. Bureau of Labor Statistics. Over the past year, the non-seasonally adjusted monthly unemployment rate fluctuated between a low of 2.4% and a high of 3.2%. At the time of publication, the unemployment rate from March 2024 was still preliminary.

At a Glance:

Concentration

Top Region:	21%
Top 3 Regions:	59%
Lowest Region:	3%

Locations

2 or More (Past Year):	25%
2 or More (Now*):	22%

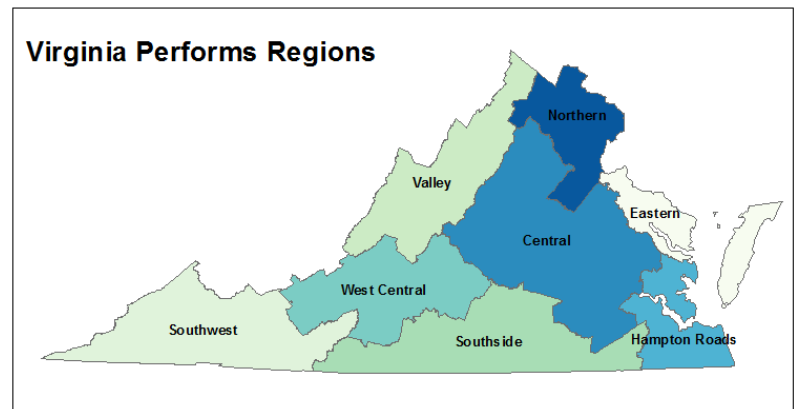
Source: Va. Healthcare Workforce Data Center

Nearly three out of every five FSPs work in Central Virginia, Hampton Roads, or Northern Virginia.

A Closer Look:

Regional Distribution of Work Locations				
Virginia Performs Region	Primary Location		Secondary Location	
	#	%	#	%
Central	164	21%	37	19%
Eastern	23	3%	11	6%
Hampton Roads	155	20%	37	19%
Northern	133	17%	13	7%
Southside	83	11%	28	15%
Southwest	63	8%	14	7%
Valley	48	6%	13	7%
West Central	91	12%	26	14%
Virginia Border State/D.C.	7	1%	5	3%
Other U.S. State	1	0%	7	4%
Outside of the U.S.	1	0%	1	1%
Total	769	100%	192	100%
Item Missing	498		10	

Source: Va. Healthcare Workforce Data Center



Source: Va. Healthcare Workforce Data Center

More than one out of every five FSPs currently have multiple work locations, while 25% have had multiple work locations over the past year.

Number of Work Locations				
Locations	Work Locations in Past Year		Work Locations Now*	
	#	%	#	%
0	19	2%	40	5%
1	570	72%	578	73%
2	120	15%	102	13%
3	50	6%	47	6%
4	10	1%	7	1%
5	13	2%	10	1%
6 or More	7	1%	4	1%
Total	789	100%	789	100%

*At the time of survey completion, March 2024.
Source: Va. Healthcare Workforce Data Center

A Closer Look:

Sector	Location Sector			
	Primary Location		Secondary Location	
	#	%	#	%
For-Profit	667	93%	151	91%
Non-Profit	25	3%	10	6%
State/Local Government	20	3%	4	2%
Veterans Administration	4	1%	1	1%
U.S. Military	1	0%	0	0%
Other Federal Government	2	0%	0	0%
Total	719	100%	166	100%
Did Not Have Location	33		1,100	
Item Missing	550		36	

Source: Va. Healthcare Workforce Data Center

At a Glance: (Primary Locations)

Sector

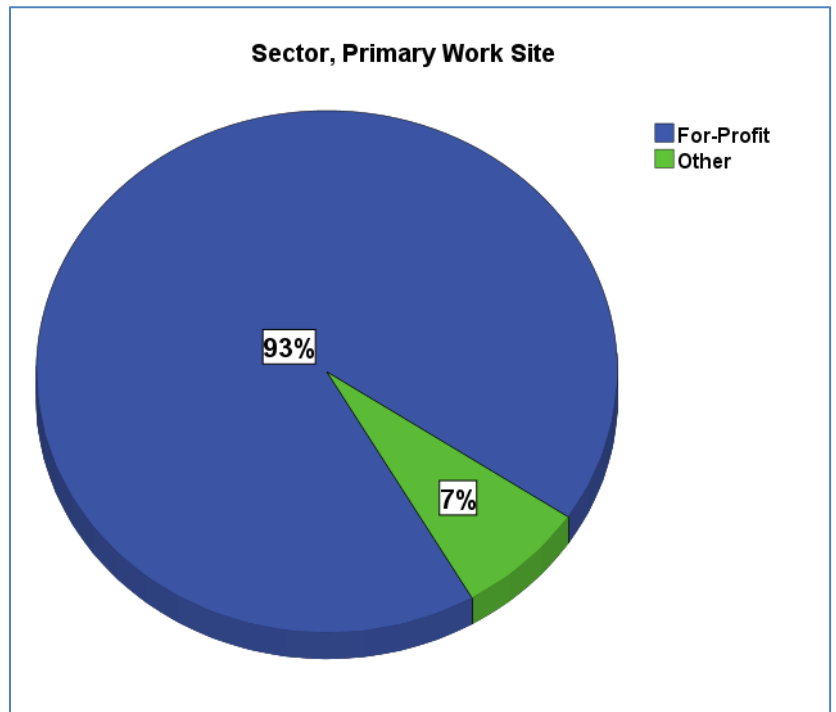
For-Profit:	93%
Federal:	1%

Top Establishments

Funeral-Only Establishment:	55%
Funeral Establishment w/ Crematory:	36%

Source: Va. Healthcare Workforce Data Center

Nearly all FSPs work in the private sector, including 93% who work in the for-profit sector.



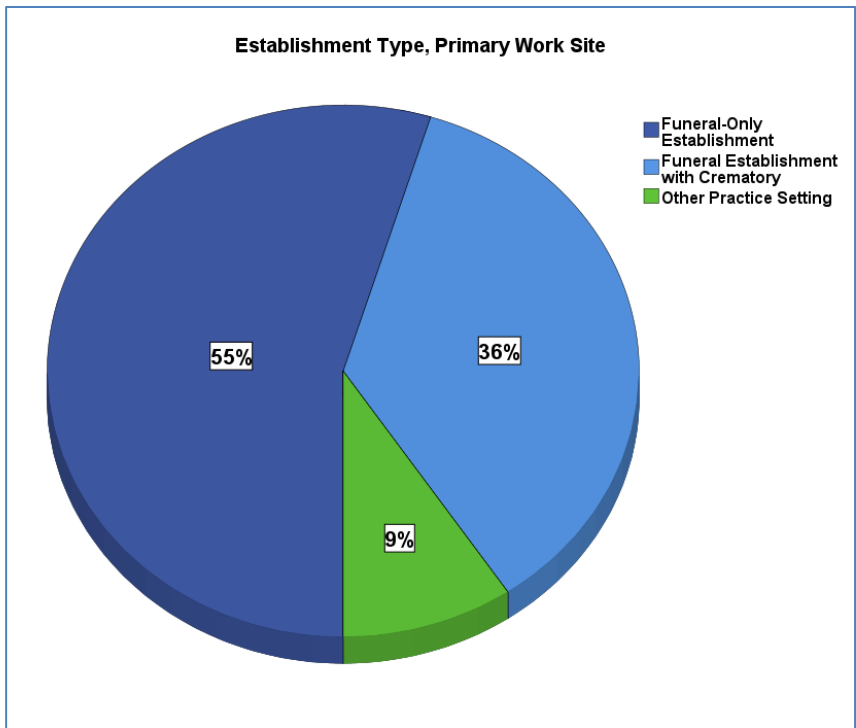
Source: Va. Healthcare Workforce Data Center

Location Type				
Establishment Type	Primary Location		Secondary Location	
	#	%	#	%
Funeral Establishment	389	55%	102	67%
Funeral Establishment Combined with Crematory	254	36%	23	15%
Funeral Establishment Combined with Surface Transport and Removal	11	2%	1	1%
Academic Institution	10	1%	5	3%
Crematory (Only)	4	1%	4	3%
Surface Transport and Removal (Only)	4	1%	0	0%
Other Practice Setting	38	5%	18	12%
Total	710	100%	153	100%
Did Not Have a Location	33		1,100	

More than half of all FSPs work at a funeral-only establishment as their primary work location. Another 36% work at an establishment that combines funeral and crematory services.

Source: Va. Healthcare Workforce Data Center

Among those FSPs who also have a secondary work location, 67% work at a funeral-only establishment, while another 15% work at an establishment that combines funeral and crematory services.



Source: Va. Healthcare Workforce Data Center

At a Glance: (Primary Locations)

Languages Offered

Spanish:	11%
Korean:	1%
Vietnamese:	1%

Means of Communication

Other Staff Members:	59%
Virtual Translation:	20%
Respondent:	16%

Source: Va. Healthcare Workforce Data Center

More than one out of every ten FSPs are employed at a primary work location that offers Spanish language services for clients.

A Closer Look:

Languages Offered		
Language	#	% of Workforce
Spanish	139	11%
Korean	14	1%
Vietnamese	13	1%
Chinese	11	1%
Hindi	10	1%
French	9	1%
Arabic	7	1%
Amharic, Somali, or Other Afro-Asiatic Languages	6	0%
Tagalog/Filipino	6	0%
Persian	5	0%
Urdu	5	0%
Pashto	4	0%
Others	9	1%
At Least One Language	147	11%

Source: Va. Healthcare Workforce Data Center

Means of Language Communication

Provision	#	% of Workforce with Language Services
Other Staff Member is Proficient	87	59%
Virtual Translation Services	30	20%
Respondent is Proficient	23	16%
Onsite Translation Services	20	14%
Other	8	5%

Source: Va. Healthcare Workforce Data Center

Nearly three out of every five FSPs who are employed at a primary work location that offers language services for clients provide it by means of a staff member who is proficient.

At a Glance: (Primary Locations)

Typical Time Allocation

Administration: 40%-49%
Client Care: 30%-39%

Roles

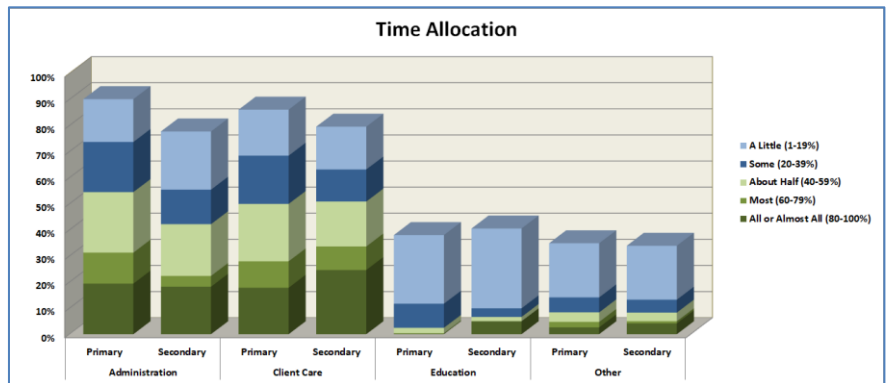
Administration: 31%
Client Care: 28%
Other: 5%

Client Care FSPs

Median Admin. Time: 10%-19%
Avg. Admin. Time: 10%-19%

Source: Va. Healthcare Workforce Data Center

A Closer Look:



Source: Va. Healthcare Workforce Data Center

FSPs spend most of their time performing administrative tasks and attending to clients. In fact, 59% of FSPs fill either an administrative role or a client care role, defined as spending 60% or more of their time in one of those activities.

Time Allocation								
Time Spent	Admin.		Client Care		Education		Other	
	Pri. Site	Sec. Site	Pri. Site	Sec. Site	Pri. Site	Sec. Site	Pri. Site	Sec. Site
All or Almost All (80-100%)	19%	18%	18%	25%	0%	5%	3%	4%
Most (60-79%)	12%	4%	10%	9%	0%	0%	2%	1%
About Half (40-59%)	23%	20%	22%	17%	2%	2%	4%	3%
Some (20-39%)	19%	13%	18%	12%	9%	3%	6%	5%
A Little (1-19%)	16%	22%	18%	17%	26%	31%	21%	21%
None (0%)	10%	22%	14%	21%	62%	60%	65%	66%

Source: Va. Healthcare Workforce Data Center

A Closer Look:

Retirement Expectations				
Expected Retirement Age	All FSPs		FSPs 50 and Over	
	#	%	#	%
Under Age 50	20	3%	-	-
50 to 54	9	1%	0	0%
55 to 59	32	5%	6	2%
60 to 64	96	15%	42	12%
65 to 69	157	25%	85	25%
70 to 74	90	15%	66	19%
75 to 79	37	6%	30	9%
80 or Over	32	5%	26	8%
I Do Not Intend to Retire	149	24%	91	26%
Total	620	100%	346	100%

Source: Va. Healthcare Workforce Data Center

At a Glance:

Retirement Expectations

All FSPs

Under 65: 25%
Under 60: 10%

FSPs 50 and Over

Under 65: 14%
Under 60: 2%

Time Until Retirement

Within 2 Years: 10%
Within 10 Years: 26%
Half the Workforce: By 2049

Source: Va. Healthcare Workforce Data Center

One out of every four FSPs expect to retire before the age of 65. Among FSPs who are age 50 and over, 14% expect to retire by the age of 65.

Within the next two years, 5% of FSPs expect to increase practice hours, and 5% also expect to pursue additional educational opportunities.

Future Plans

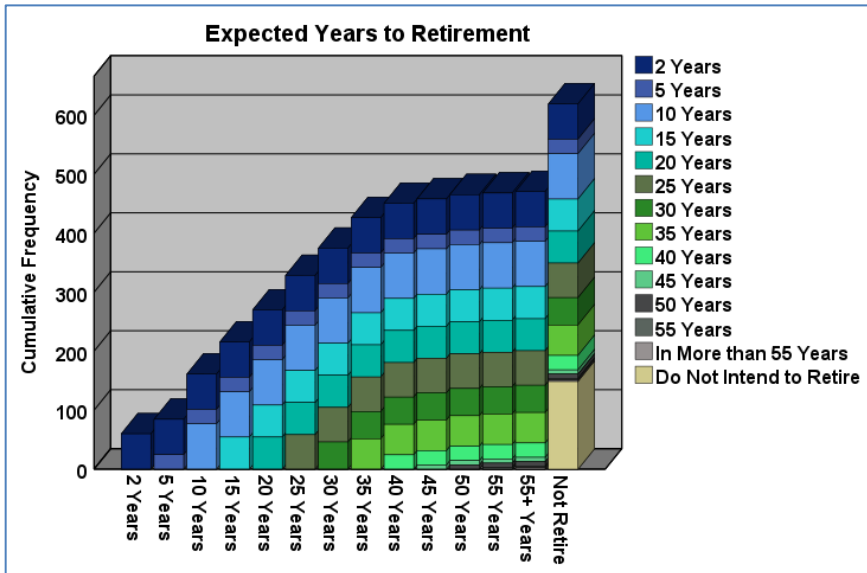
Two-Year Plans:	#	%
Decrease Participation		
Leave Profession	27	2%
Leave Virginia	23	2%
Decrease Practice Hours	81	6%
Decrease Teaching Hours	6	0%
Increase Participation		
Increase Practice Hours	71	5%
Increase Teaching Hours	44	3%
Pursue Additional Education	59	5%
Return to the Workforce	4	0%

Source: Va. Healthcare Workforce Data Center

By comparing retirement expectation to age, we can estimate the maximum years to retirement for FSPs. While 10% of FSPs expect to retire in the next two years, 26% expect to retire within the next decade. More than half of the current FSP workforce expect to retire by 2049.

Time to Retirement			
Expect to Retire Within . . .	#	%	Cumulative %
2 Years	60	10%	10%
5 Years	25	4%	14%
10 Years	77	12%	26%
15 Years	54	9%	35%
20 Years	54	9%	44%
25 Years	59	10%	53%
30 Years	46	7%	60%
35 Years	52	8%	69%
40 Years	24	4%	73%
45 Years	7	1%	74%
50 Years	7	1%	75%
55 Years	3	0%	75%
In More than 55 Years	2	0%	76%
Do Not Intend to Retire	149	24%	100%
Total	620	100%	

Source: Va. Healthcare Workforce Data Center



Source: Va. Healthcare Workforce Data Center

Using these estimates, retirement will begin to reach 10% of the current workforce every five years within the next two years. Retirement will peak at 12% of the current workforce around 2034 before declining to under 10% again around 2054.

At a Glance:

FTEs

Total: 1,240
 FTEs/1,000 Residents²: 0.143
 Average: 0.98

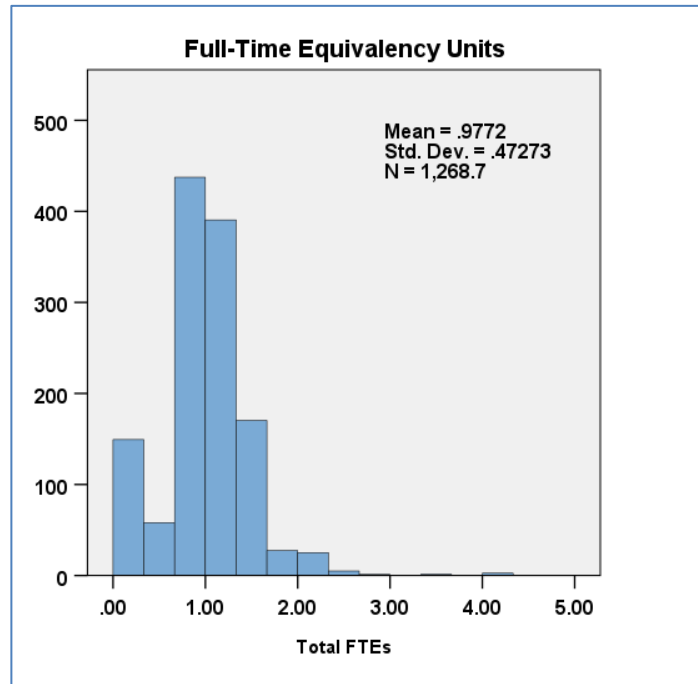
Age & Gender Effect

Age, *Partial Eta*²: Medium
 Gender, *Partial Eta*²: Negligible

*Partial Eta*² Explained:
*Partial Eta*² is a statistical
 measure of effect size.

Source: Va. Healthcare Workforce Data Center

A Closer Look:

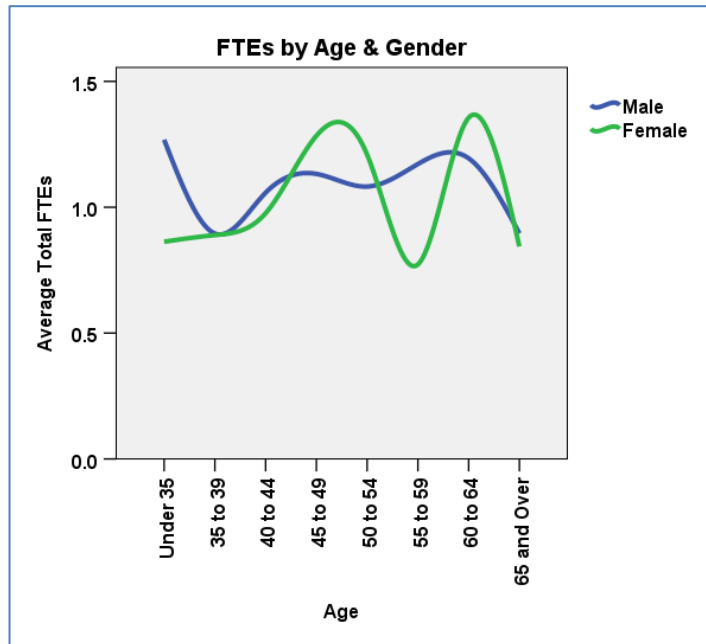


Source: Va. Healthcare Workforce Data Center

The typical FSP provided 0.96 FTEs during the past year, or approximately 38 hours per week for 50 weeks. Although FTEs appear to vary by age, statistical tests did not verify that a difference exists.³

Full-Time Equivalency Units		
Age	Average	Median
Under 35	0.81	1.05
35 to 39	0.90	0.90
40 to 44	0.97	0.90
45 to 49	1.19	1.20
50 to 54	1.05	0.90
55 to 59	1.19	1.35
60 to 64	1.10	0.91
65 and Over	0.85	0.80
Gender		
Male	1.06	1.09
Female	0.97	1.07

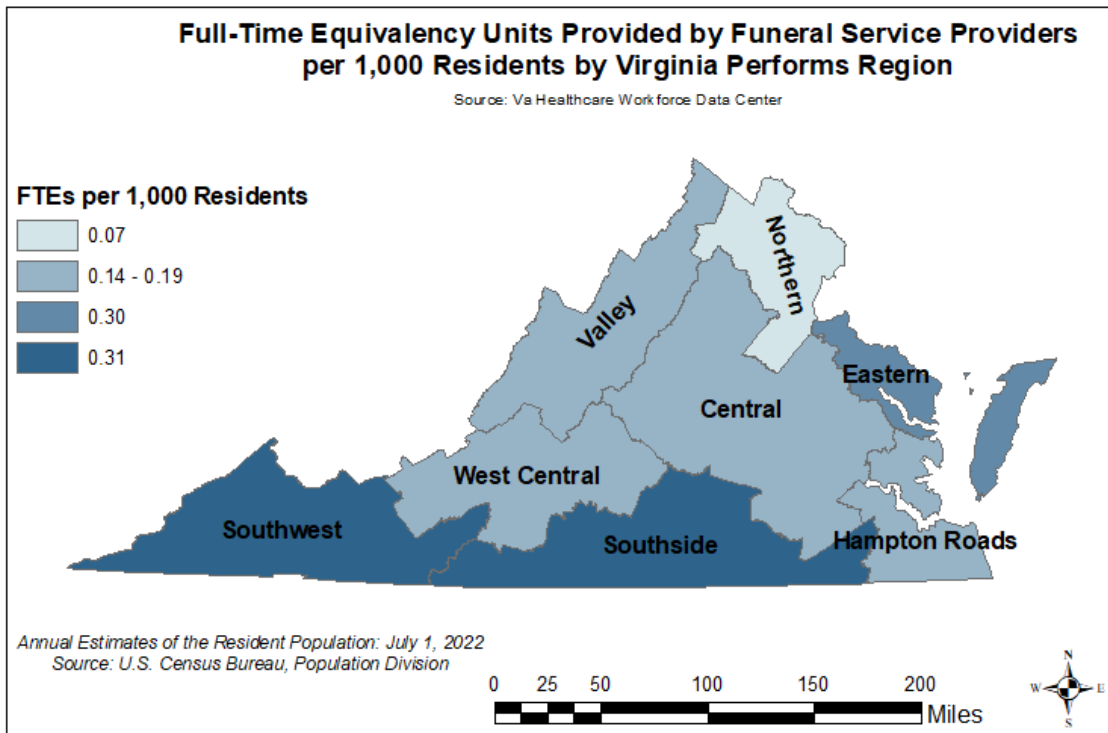
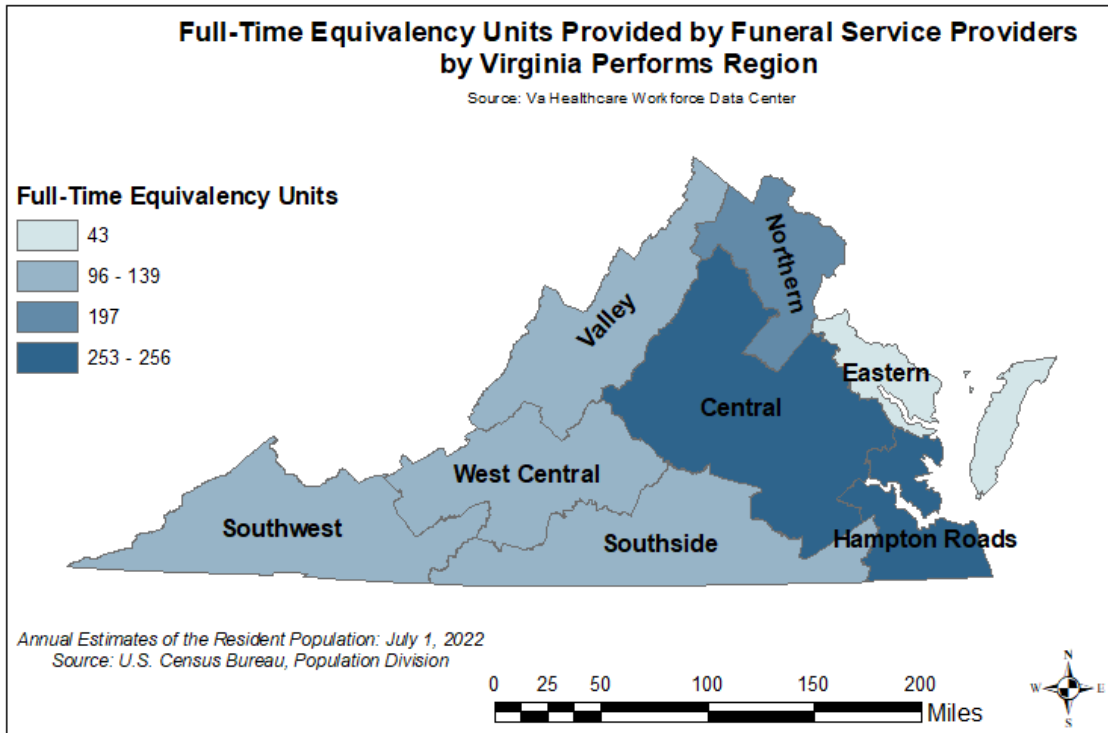
Source: Va. Healthcare Workforce Data Center

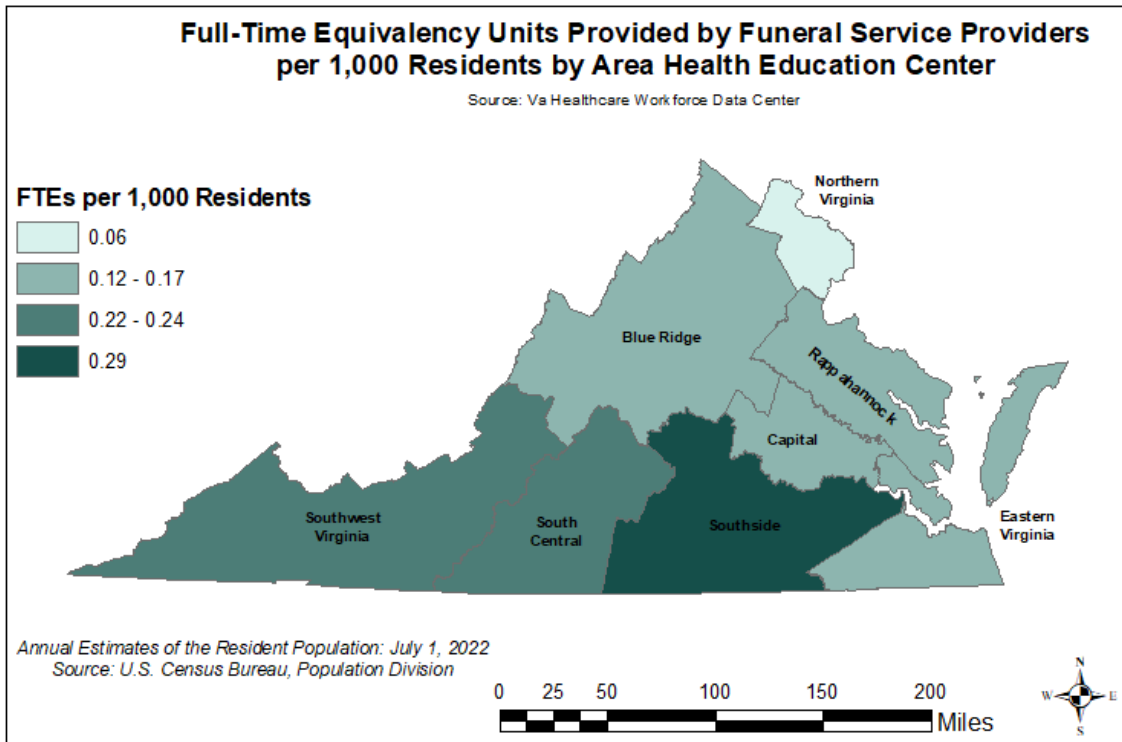
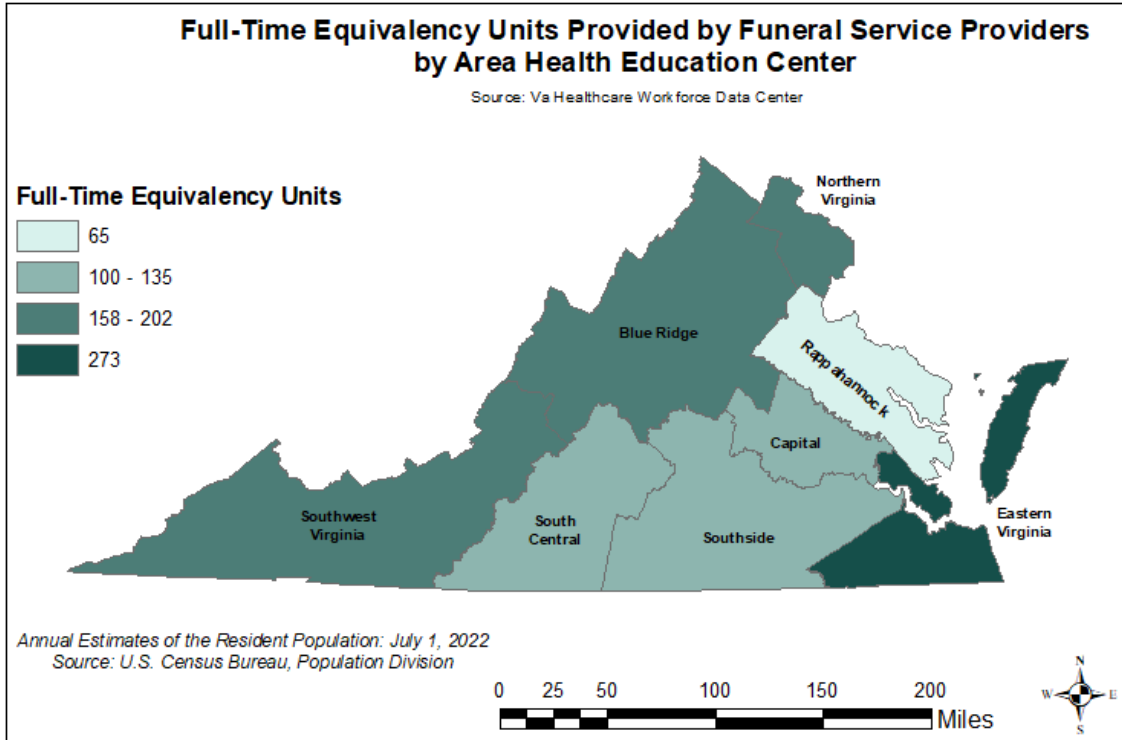


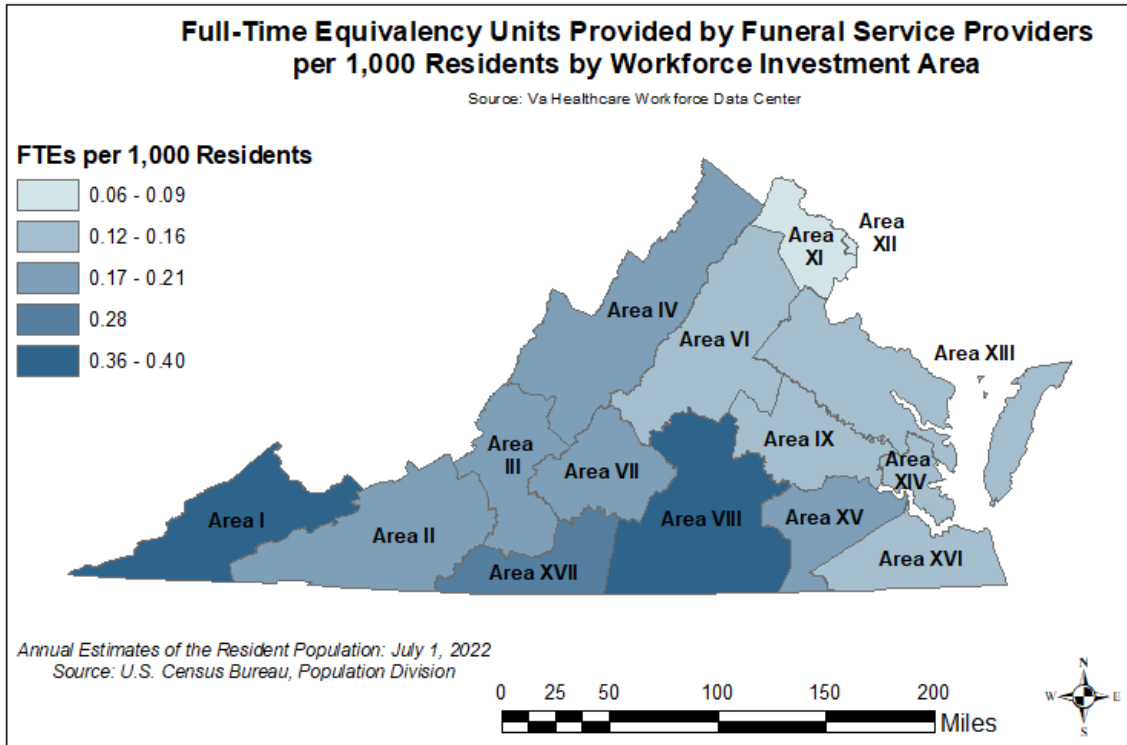
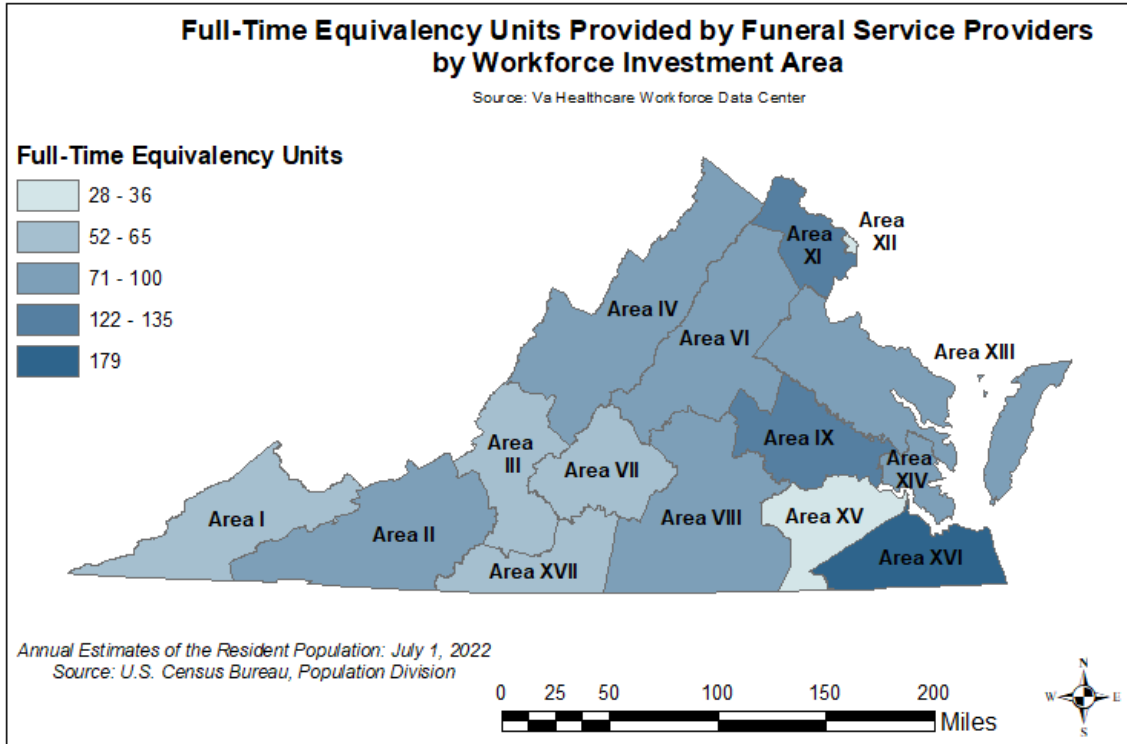
Source: Va. Healthcare Workforce Data Center

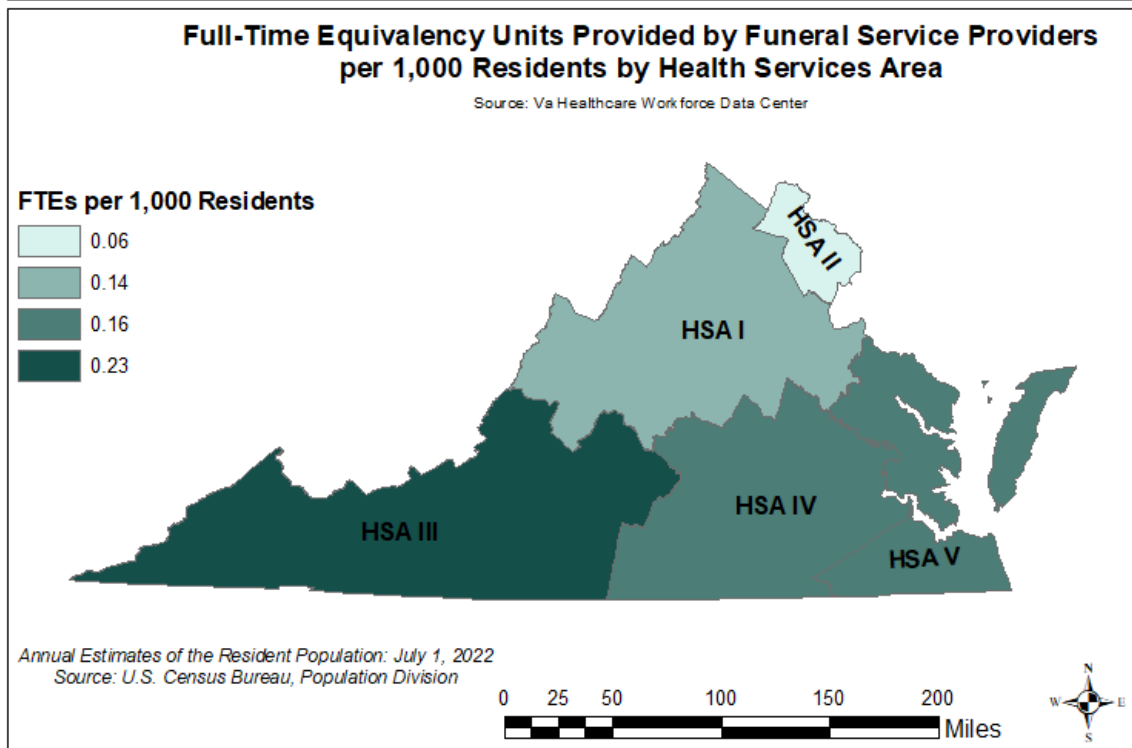
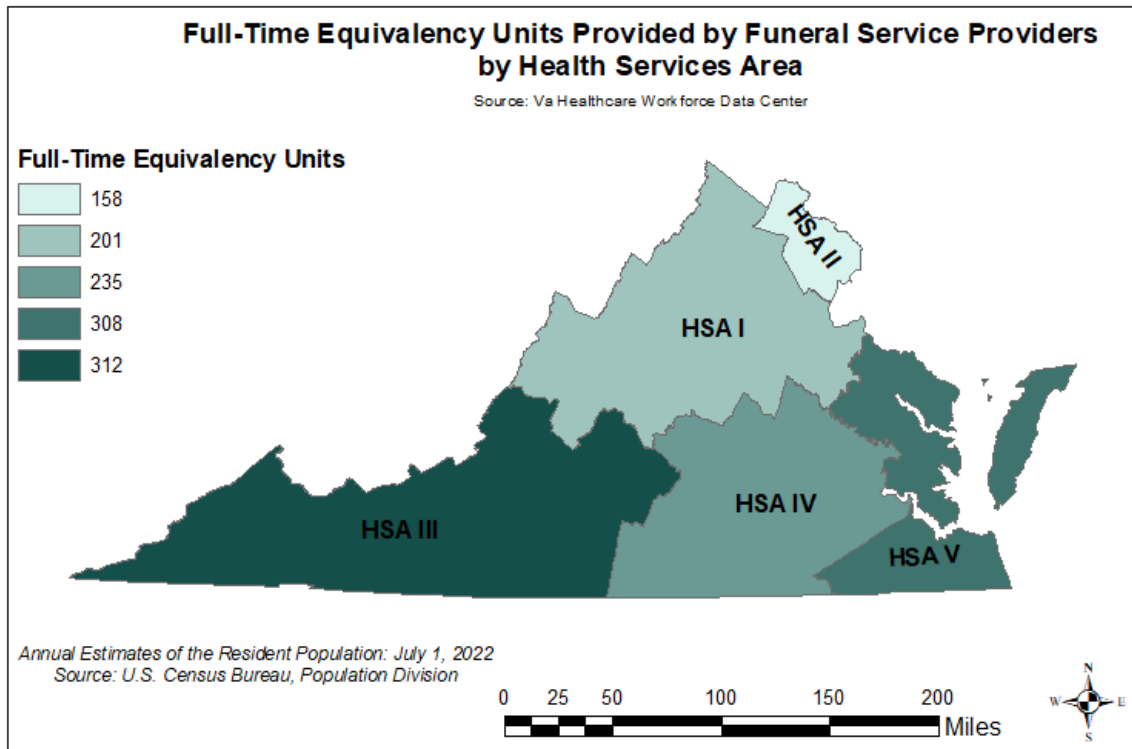
² Number of residents in 2022 was used as the denominator.

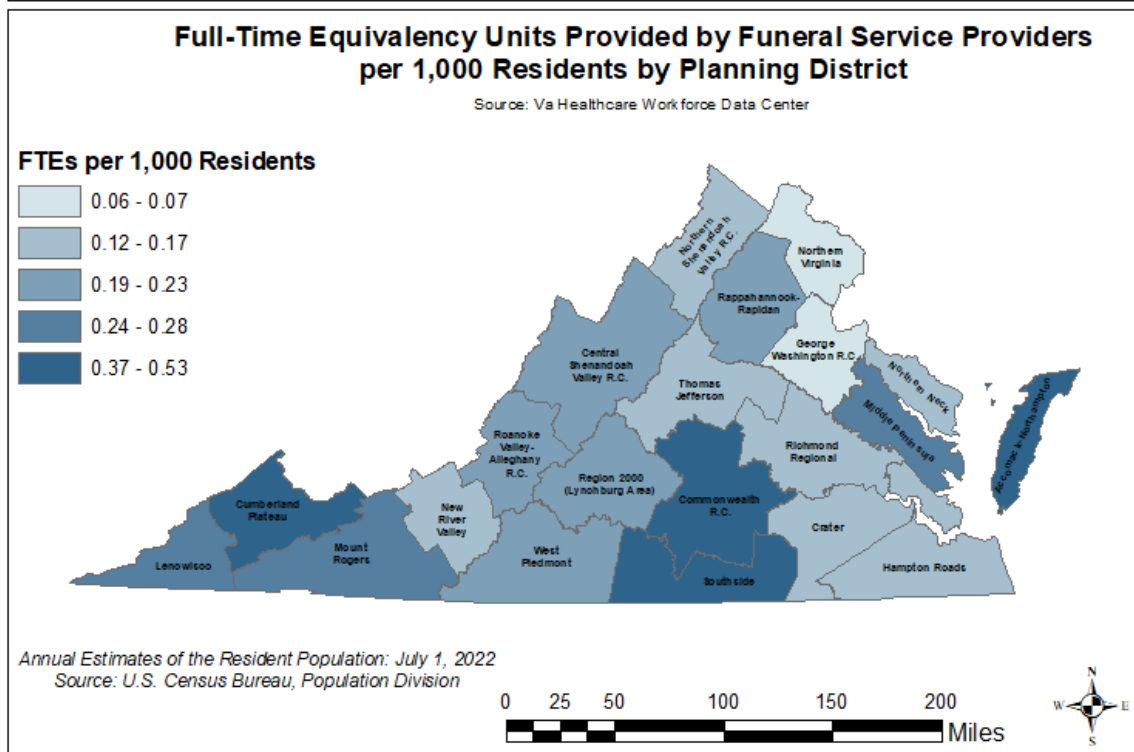
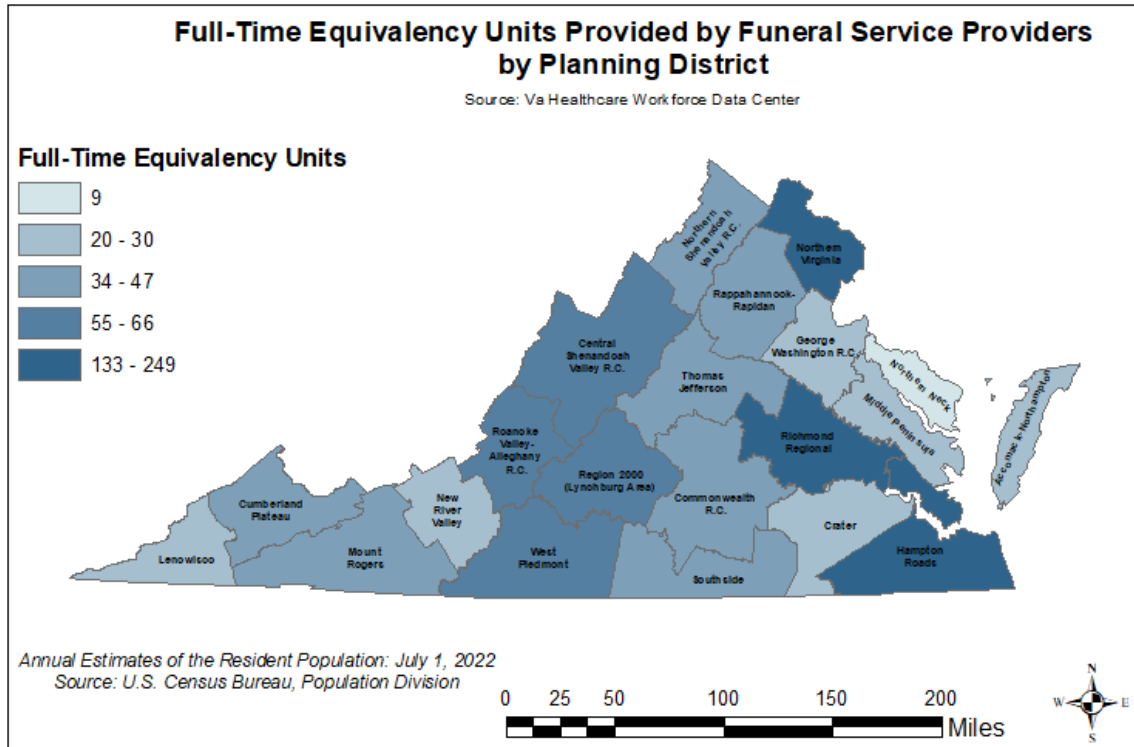
³ Due to assumption violations in Mixed between-within ANOVA (Levene's Test and Interaction effect were significant).











Appendices

Appendix A: Weights

Rural Status	Location Weight			Total Weight	
	#	Rate	Weight	Min.	Max.
Metro, 1 Million+	726	78.51%	1.274	1.177	1.498
Metro, 250,000 to 1 Million	140	87.14%	1.148	1.060	1.349
Metro, 250,000 or Less	127	88.19%	1.134	1.048	1.333
Urban, Pop. 20,000+, Metro Adj.	51	76.47%	1.308	1.255	1.538
Urban, Pop. 20,000+, Non-Adj.	0	NA	NA	NA	NA
Urban, Pop. 2,500-19,999, Metro Adj.	107	77.57%	1.289	1.191	1.516
Urban, Pop. 2,500-19,999, Non-Adj.	84	83.33%	1.200	1.109	1.411
Rural, Metro Adj.	61	77.05%	1.298	1.199	1.526
Rural, Non-Adj.	36	91.67%	1.091	1.008	1.283
Virginia Border State/D.C.	223	84.75%	1.180	1.090	1.387
Other U.S. State	67	80.60%	1.241	1.147	1.459

Source: Va. Healthcare Workforce Data Center

Age	Age Weight			Total Weight	
	#	Rate	Weight	Min.	Max.
Under 35	201	69.15%	1.446	1.283	1.538
35 to 39	122	85.25%	1.173	1.041	1.238
40 to 44	169	79.88%	1.252	1.111	1.331
45 to 49	138	85.51%	1.169	1.037	1.234
50 to 54	175	88.00%	1.136	1.008	1.199
55 to 59	203	84.73%	1.180	1.047	1.255
60 to 64	171	84.21%	1.188	1.053	1.263
65 and Over	443	79.68%	1.255	1.113	1.335

Source: Va. Healthcare Workforce Data Center

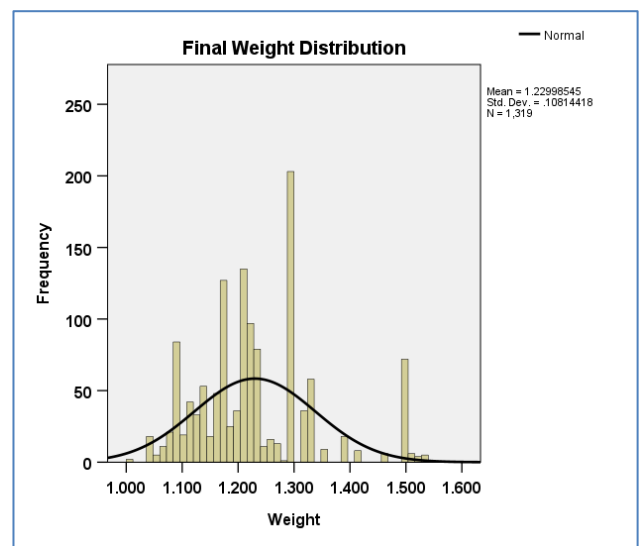
See the Methodology section on the HWDC website for details on HWDC methods:

<https://www.dhp.virginia.gov/PublicResources/HealthcareWorkforceDataCenter/>

Final weights are calculated by multiplying the two weights and the overall response rate:

Age Weight x Rural Weight x Response Rate
= Final Weight.

Overall Response Rate: 0.813194



Source: Va. Healthcare Workforce Data Center

Consideration of Recommendations of the Regulatory Advisory Panel

July 10, 2024

The Virginia Board of Funeral Directors and Embalmers convened a Regulatory Advisory Panel meeting on Wednesday, July 10, 2024, at the Department of Health Professions, Perimeter Center, 9960 Mayland Drive, 2nd Floor, Training Room #1, Henrico, Virginia.

PANEL MEMBERS PRESENT:

R. Thomas Slusser, FSL, Panel Chair*
S. Jonathan Hines, FSL*
K. Scott Hickey, MD
Mia F. Mimms, FSL, JD*
Angela Bezik, Virginia Funeral Directors' Association
Paul Harris, Regulatory Support Services, Inc.
Jonathan Muncy, FSL, Association of Independent Funeral Homes of Virginia*
Barry Robinson, FSL, Virginia Morticians' Association*

DHP STAFF PRESENT FOR ALL OR PART OF THE MEETING:

Erin Barrett, JD, Director of Legislative and Regulatory Affairs
Sarah Georgen, Licensing and Operations Supervisor
Annette Kelley, MS, CSAC, Deputy Executive Director
Melanie Pagano, JD, Deputy Executive Director
Matt Novak, Policy and Economic Analyst
M. Brent Saunders, Senior Assistant Attorney General, Board Counsel
Corie Tillman Wolf, JD, Executive Director

OTHER GUESTS PRESENT:

Daniel Woodfin, FSL, Bliley's Funeral Home*
Krystina Diman, FSL, Virginia Funeral Directors' Association*
Scott Johnson, Hancock, Daniel & Johnson PC
Oliver Buckner
Bradley Howdyshell, FSL, Thacker Brothers*

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

CALL TO ORDER

Mr. Slusser called the meeting to order at 1:00 p.m. and asked the Panel Members and staff to introduce themselves.

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

Mr. Slusser reminded the Panel Members and audience about microphones, computer agenda materials, breaks, sign-in sheets, and attendance for continuing education requirements.

Ms. Tillman Wolf then read the emergency egress instructions.

ORDERING OF THE AGENDA

Mr. Slusser opened the floor to any proposed changes to the ordering of the agenda. Hearing non, he proceeded with the meeting.

CHARGE OF REGULATORY ADVISORY PANEL

Mr. Slusser stated that the Regulatory Advisory Panel (RAP) was convened pursuant to 18VAC65-11-70 of the Board's Regulations related to Public Participation. Mr. Slusser stated that this RAP consists of Board Members and stakeholder association representatives who are charged with discussing and compiling recommendations to the full Board regarding the content of the emergency regulations that are required by SB 521, Chapter 247 of the 2024 Acts of Assembly, which established a declinable preneed funeral guarantee fee.

PUBLIC COMMENT

There was no public comment.

PANEL DISCUSSION

Discussion of and Recommendations to Full Board Regarding Emergency Regulations for Preneed Funeral Contracts, Declinable Preneed Funeral Guarantee Fee (SB 521 – Ch. 247 of the 2024 Acts of Assembly) (18VAC65-30-10 et seq.)

Mr. Slusser stated that the current laws and regulations for preneed funeral planning, as well as Senate Bill 521 were provided in the agenda packet.

Mr. Slusser asked Ms. Tillman Wolf and Ms. Barrett to discuss the staff draft of amendments to the regulations provided to panel members. Mr. Slusser posed a series of questions to panel members regarding the use of the preneed funeral guarantee fee in practice and whether additional disclosure statements were necessary for consumers.

The panel members discussed possible recommendations for inclusion in the emergency regulations for preneed funeral planning.

NEXT STEPS

Mr. Slusser announced the next steps, including drafting recommendations for consideration by the Board as discussed during the meeting. The Board will consider these recommendations at its next full Board meeting scheduled for July 16, 2024.

Mr. Slusser stated that in order to meet the timeframe established by Senate Bill 521 to have emergency regulations in place by January 5, 2025, the Board will look to adopt emergency regulations and a Notice of Intended Regulatory Action (NOIRA).

Mr. Slusser stated that the regulatory process will involve additional comment periods and stated that interested parties should refer to the Town Hall website for up-to-date information on the status of regulations, as well as access to public comment forums.

Ms. Tillman Wolf noted that she will draft amendments to Appendix I in line with the recommendations made by the panel members for consideration by the full Board.

ADJOURNMENT

Mr. Slusser called for any objections to adjourn the meeting. Hearing no objections and with all business concluded, the meeting adjourned at 2:10 p.m.

Corie Tillman Wolf, J.D., Executive Director

Date

Part I. General Provisions.

18VAC65-30-10. Definitions.

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

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

"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 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 or funeral director 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, including any declinable preneed funeral guarantee fee, 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, including any declinable preneed funeral guarantee fee, and ~~its~~ any increasing death benefit on the policy or annuity. These amounts shall be accepted as payment in full for the preselected funeral goods and services.

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

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

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

Part II. Sale of Preneed Plans.

18VAC65-30-40. [Repealed]

18VAC65-30-50. Solicitation.

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

18VAC65-30-80. Content and format.

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

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

1. The date of the contract;

2. Whether or not the price of the supplies and services purchased is guaranteed [and whether the guaranteed supplies and services have been secured by a declinable preneed funeral guarantee fee as defined in § 54.1-2800 of the Code of Virginia](#);

3. The appointee agreement when applicable; and

4. Signatures of the contract seller and the contract buyer.

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

Part V. Disclosures.

18VAC65-30-90. Disclosures.

A. At the time of the inquiry, licensees shall furnish to each person inquiring about preneed arrangements a copy of the general price list, [to include a declinable preneed funeral guarantee fee, if offered](#), 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 [and a copy of the general price list](#) shall be given at the time of need even if the arrangements were made through a preneed contract.

Part VI. Funding.

18VAC65-30-100. Finance charges prohibited.

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

[A declinable preneed funeral guarantee fee that meets the requirements of § 54.1-2800 of the Code of Virginia is not a finance fee.](#)

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

A. Any person who makes payment under ~~this~~ [a preneed](#) 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, [to](#)

[include any declinable preneed funeral guarantee fee](#), 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, [to include at least 90% of any declinable preneed funeral guarantee fee](#); 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. [Any declinable preneed funeral guarantee fee paid by the contract buyer to guarantee services or supplies contracted for under the preneed contract shall remain a part of the preneed contract.](#)

18VAC65-30-120. Escrow account.

Within five banking days after the day of receipt of any money from the contract buyer, [to include any declinable preneed funeral guarantee fee paid by the contract buyer](#), and until the time the money is invested in a trust, life insurance, or annuity policy, the contract seller or the contract provider shall deposit the money into an escrow account in a bank or savings institution approved to do business in the Commonwealth.

18VAC65-30-130. Real estate.

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

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

18VAC65-30-140. Personal property.

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

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

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

18VAC65-30-170. Trust accounts.

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

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

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

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

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

18VAC65-30-190. [Repealed]

Part VII. Supplies and Services.

18VAC65-30-200. Supplies and services.

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

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

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

Part VIII. Required Content of Contracts and Disclosures.

18VAC65-30-210. [Repealed]

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

Required Content of Contracts and Disclosures

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

Date: _____

Contract: _____

PRENEED FUNERAL CONTRACT

for

(Name of Recipient of Services)

_____ (Zip) _____

I. SUPPLIES AND SERVICES PURCHASED

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

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

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

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

Guaranteed Services Purchased

I. BASIC SERVICES OF FUNERAL DIRECTOR AND STAFF \$ _____

II. FUNERAL HOME FACILITIES

A. Facilities and Staff for visitation/viewing \$ _____

B. Facilities and Staff for funeral ceremony \$ _____

C. Facilities and Staff for memorial service \$ _____

D. Equipment and Staff for graveside service \$ _____

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

III. EMBALMING

A. Normal remains \$ _____

B. Autopsy remains \$ _____

IV. OTHER PREPARATION OF THE BODY \$ _____

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

V. IMMEDIATE BURIAL \$ _____

VI. DIRECT CREMATION \$ _____

VII. TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT \$ _____

VIII. FORWARDING REMAINS TO ANOTHER FUNERAL HOME \$ _____

IX. RECEIVING REMAINS FROM ANOTHER FUNERAL HOME \$ _____

X. AUTOMOTIVE EQUIPMENT

A. Hearse \$ _____

B. Limousine \$ _____

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

XI. FUNERAL MERCHANDISE

A. Casket (*describe)

\$ _____

B. Outer Burial Container (*describe)

\$ _____

C. List any others

\$ _____

Supplies Purchased

Clothing

\$ _____

Temporary marker

\$ _____

Acknowledgment cards

\$ _____

Register/attendance books

\$ _____

Memorial folders

\$ _____

Other

\$ _____

SUBTOTAL COSTS OF (GUARANTEED) SUPPLIES PURCHASED:

\$ _____

XII. PACKAGE PRICES

(NOTE: List all package prices by name.)

[DECLINABLE PRENEED FUNERAL GUARANTEE FEE \(if offered by seller\)](#)

[An additional fee to guarantee the cost of services and supplies outlined above may be declined by the purchaser. Any fee charged must not exceed 25% of the preneed funeral contract price.](#)

[This funeral home charges ___% or a \\$ ___ flat fee](#)

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 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 \$ _____

SUBTOTAL \$ _____

Declinable preneed funeral guarantee fee (if offered) \$ _____

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) _____.

GENERAL INFORMATION

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

A. Buyer:

B. Funeral Home Providing Services:

C. Contract seller:

Employed by: (Funeral Home)

Virginia Funeral Director or Funeral Service Licensee License Number:

II. METHOD OF FUNDING

A. Trust.

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

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

B. Insurance or annuity contract.

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

1. Buyer:
2. Insurance Company:
3. Insurance Agent:

Employed by: (Insurance Company)

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

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

Employed by Funeral Home (If Applicable):

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

III. CONSUMER INFORMATION

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

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number: (804) 367-4479

Toll Free Number for complaints: 1-800-533-1560

FAX: (804) ~~527-4413~~ [939-5973](tel:8049395973)

Website: www.dhp.virginia.gov

IV. DISCLOSURES

The disclosure statements ~~will be available for your review. The~~ [and 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~~ [receipt](#) 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, [to include any declinable preneed funeral guarantee fee](#), plus any interest or income you may have earned.

More than 30 days

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

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

VI. STATEMENT OF GUARANTEE

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

_____ Prefinancing and/or _____ [Payment of a declinable preneed funeral guarantee fee](#) guarantees that no additional payment will be required from the family or estate for guaranteed services and supplies provided the Grand Total of these arrangements is paid in full and the interest is allowed to accumulate in your account (see page _____ for Grand Total amount). Payment of the difference will be required for the nonguaranteed estimated items if they increase in price.

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

VII. AGREEMENT

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

(Designee of Funeral Home)

(Buyer)

(Funeral Home)

(Contract Date)

VIII. PENALTIES OR RESTRICTIONS

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

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

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

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

IX. ADDENDUM TO PRENEED CONTRACT

APPOINTEE AGREEMENT

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

Contract Beneficiary: _____ Date: _____

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

Appointee: _____ Date: _____

The foregoing was acknowledged before me this _____ day of _____, 20__

Notary: _____

Date Commission Expires: _____

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

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

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

PRENEED CONTRACTS

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

Yes. Guaranteed contracts mean that the costs of certain individual items or the cost of the total package will never be more to your family or estate. Nonguaranteed contracts mean just the opposite. Nonguaranteed contracts mean costs may increase or decrease between the time of the agreement and the time of need. A preneed contract may have

both guaranteed and nonguaranteed costs. (See the section entitled "General Funding Information" for more information on guaranteed and nonguaranteed costs.)

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

-- What are my protections?

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

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

CANCELLATION

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

You may cancel payment for supplies or services within 30 days after signing the agreement. If you funded your preneed arrangement through a trust (revocable or irrevocable), the contract seller will refund all the money you have paid, [to include any declinable preneed funeral guarantee fee](#), 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 [at least 90% of all your money on the items that are guaranteed, to include at least 90% of any declinable preneed funeral guarantee fee](#). You will also receive any interest or income on that amount. A revocable trust is a trust that you can cancel.

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

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

If you funded your preneed arrangement through an insurance policy/annuity contract which will be used at the time of your death to purchase the supplies and services you

have selected, you will need to pay careful attention to the cancellation terms and conditions of the policy. You may not be eligible for a refund.

PAYMENT

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

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

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

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

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

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

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

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

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

GENERAL FUNDING INFORMATION

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

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

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

If the entire funeral or specific items in the agreement are guaranteed by the contract seller, your family or estate will not have to pay any more for those items provided that you have paid the grand total in full, [to include any declinable preneed funeral guarantee fee](#), 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?

[You have the right to change the funeral home \(contract provider\) at any time prior to receiving services or supplies under the preneed contract.](#)

[Please review your preneed contract and/or funding agreement for additional information specific to your contract.](#)

[The funeral home may have additional terms and conditions that will be provided to you as part of these disclosures.](#)

(Funeral home shall place **answer** [additional information](#) 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** [about](#) the funding arrangement.

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

[If you fail to make premium payments to your funding source or allow your insurance policy to lapse, it may trigger other provisions in the policy related to nonforfeiture and/or face value. You will need to pay careful attention to the terms and conditions of the policy.](#)

[The funeral home may have additional terms and conditions that will be provided to you as part of these disclosures.](#)

(Funeral home shall place **answer** [additional information](#) here)

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

[Please review your preneed contract and/or funding agreement for additional information specific to your contract.](#)

[The funeral home may have additional terms and conditions that will be provided to you as part of these disclosures.](#)

(Funeral home shall place **answer** [additional information](#) 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?

[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 all contracted goods and services.](#)

(Funeral home shall place ~~answer~~ [additional information](#) here)

CLAIMS AGAINST THIS CONTRACT

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

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

-- Can the money or property be taxed?

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

GENERAL GOODS AND SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PRICING

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

The funeral home maintains a general price list and a casket and outer burial container price list. Your contract seller will give this to you [in writing](#) 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 [price lists and](#) 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. [Some contract sellers may charge a declinable preneed funeral guarantee fee to guarantee the cost of certain goods and services.](#)

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

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

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

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

CASKETS AND CONTAINERS

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

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

-- Is a casket required?

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

-- Do certain cemeteries and crematoriums have special requirements?

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

EMBALMING

-- Is embalming always required?

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

RECORDS

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

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

a safe place or with the person designated to make arrangements at the time of your death.

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

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

ASSISTANCE

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

You may designate in writing a person of your choice to work with the funeral home and contract seller either before or after your death to ensure that your wishes are fulfilled. You must sign the statement and have it notarized. The person that you designate must agree to this in writing. Under the laws governing preneed contracts, the individual whom you designate has final authority at the time of your death.

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

You may direct your complaints or concerns to:

The Board of Funeral Directors and Embalmers

9960 Mayland Drive, Suite 300

Richmond, Virginia 23233

Telephone Number: (804) 367-4479

Toll Free Number for complaints: 1-800-533-1560

Fax: (804) ~~527-4413~~ [939-5973](tel:8049395973)

Website: www.dhp.virginia.gov