

**TENNESSEE BOARD OF FUNERAL DIRECTORS AND EMBALMERS**

**MINUTES OF BOARD MEETING**

**MAY 8, 2018**

President Charles Rahm called the meeting to order at 10:00 a.m. in Conference Room 1-B, Davy Crockett Tower, Nashville, Tennessee.

Board members present: Charles Rahm, President; Jeff Duffer, Vice President; Dennis Bridges, Mark Cochran, Robert Davis, Clark McKinney, and Robert Shackelford, III.

Staff present: Robert Gribble, Executive Director; Cherrelle Hooper, Assistant General Counsel; Ashley Geno, Assistant General Counsel; and Lisa Bohannon, Administrative Manager.

---

**ADOPTION OF AGENDA:**

A motion was made by Clark McKinney to approve the Agenda as printed.

Seconded by Jeff Duffer

Adopted by voice vote

---

**APPROVAL OF MINUTES:**

A motion was made by Jeff Duffer, to approve the Minutes of the April 10, 2018 Board Meeting.

Seconded by Clark McKinney

Adopted by voice vote

---

**LEGAL REPORT:**

**ASHLEY GENO, ASSISTANT GENERAL COUNSEL**

Abbreviations:

GPL – General Price List

CPL – Casket Price List

OBCPL – Outer Burial Container Price List

SFGSS – Statement of Funeral Goods and Services Selected

Note: Jeff Duffer recused himself from the Legal Report.

---

### 1. Case No.: 2018013631 – Establishment

The family of the decedent called the Complainant to receive the decedent's body, which was then ultimately transferred to the Respondent. The Complainant alleges the Respondent refuses to pay the Complainant's removal fee. In response to this allegation, the Respondent claims the following:

1. Complainant's funeral director called Respondent's funeral director on March 1, 2018, purportedly stating "I am embarrassed to call you, but, I am in the middle, and it is at the instruction of [Complainant's Manager] that I call you and inform you that [Complainant's Manager] said: Tell [Respondent's Manager], that unless he brings me \$395.00, I'm going to get him in a lot of trouble."
2. The family told Respondent that the removal fee had been waived. The Respondent provided a letter signed by the daughter of the decedent, in which the daughter claims she was told by someone with Complainant that she would not be charged the \$395.00 fee to release the decedent's body from Complainant to Respondent. She also claimed in the letter that Complainant told her it would call the Respondent and tell it the fee was waived.
3. The Respondent dispatched its removal team to Complainant's establishment with a check in case there was a fee, but the body was released without a charge. The Respondent provided a signed and notarized statement by the removal driver, stating in pertinent part "I was given a check from the main office at [name removed] ... When I was given the check, I was told not to give it to them unless I was asked for it."

In response to the Respondent's claims, the Complainant alleges it did not assure the family that they wouldn't owe the removal fee. The Complainant also alleges the Respondent never asked if there were any charges; the Complainant claims the Respondent merely came and got the body. The Complainant further claims its funeral director did not say that she was embarrassed to carry out her duties and did not say "Tell [Respondent's Manager] that unless he brings me \$395.00, I'm [Complainant's Manager] going to get him in a lot of trouble."

#### **Recommendation:**

Closure. This is a dispute which should be addressed by a Court of competent jurisdiction.

A motion was made by Mark Cochran to accept Counsel's recommendation.

Seconded by Robert Shackelford, III

<b>Roll Call Vote</b>			
<b>Board Members</b>	<b>Yes</b>	<b>No</b>	<b>Recused</b>
<b>Dennis Bridges</b>	<b>X</b>		
<b>Mark Cochran</b>	<b>X</b>		
<b>Robert Davis</b>	<b>X</b>		
<b>Jeff Duffer</b>			<b>X</b>
<b>Clark McKinney</b>		<b>X</b>	
<b>Charles Rahm</b>	<b>X</b>		
<b>Robert Shackelford, III</b>	<b>X</b>		

Adopted by roll call vote

**2. Case No.: 2018014431 – Establishment**

The complaint alleges the Respondent is providing services despite its suspension. An obituary was placed in the newspaper which provided a decedent's visitation would occur on February 28, 2018 at the Respondent's establishment. In response to this allegation, the Respondent provided a letter from the niece of the decedent, which provided:

1. She contacted the Respondent when the decedent died. The Respondent referred her to another establishment, explaining it was not providing services and that its license had been suspended for six (6) months.
2. She inadvertently named Respondent as the place of visitation. The visitation took place at an event center. She made mention of the Respondent's name for convenience of family and friends who would be attending the visitation, as a landmark, so they would be able to find the event center.
3. She placed the obituary and paid for it herself. No one from the funeral home saw the obituary before it was published or had anything to do with preparing the obituary.

**Recommendation:**

- Closure.

A motion was made by Mark Cochran to accept Counsel's recommendation.

Seconded by Robert Davis

Adopted by voice vote

---

**3. Case No.: 2018016291 – Establishment**

On March 3, 2018, the Complainant submitted a complaint to the Board advising that despite selling products to the Respondent in July and December of 2017, the Respondent had yet to pay for those products. On April 16, 2018, the Complainant emailed the Board indicating he received payment from the Respondent and he has been made whole in the matter.

**Recommendation:**

- Letter of Warning.

A motion was made by Clark McKinney to accept Counsel's recommendation.

Seconded by Dennis Bridges

Adopted by voice vote

---

**4. Case No.: 2018019081 – Establishment**

During a routine inspection on March 20, 2018, a Regulatory Board Field Representative discovered three decedents' families were overcharged for caskets. Specifically, he discovered the casket prices listed on the respective Statement of Funeral Goods and Services Selected contracts did not comport with either the price of the caskets on the Casket Price List or the prices displayed on the caskets in the selection room.

In response to these allegations, the Respondent indicated the mistake was due to a computer error. The Respondent also indicated that because all three decedents were funded by pre-arrangements, the families did not actually have to pay the misrepresented/overcharged amount. In addition, the Respondent refunded each of the three families the \$195.00 that was misrepresented.

**Recommendation:**

- Letter of Warning

A motion was made by Clark McKinney to accept Counsel's recommendation.

Seconded by Mark Cochran

Adopted by voice vote

---

**5. Case No.: 2018019531 – Establishment**

The Complainant alleges he is being billed by Respondent, but Respondent was not the establishment that the family contracted with to provide services for the decedent. Complainant provided a Statement of Funeral Goods and Services Selected with the party he believes the family contracted with and a receipt where payment was made to that party. In response to the allegations, the Respondent indicates its funeral director is actually the person who made arrangements for and performed the decedent's cremation. Respondent also indicates the party who the decedent's family actually paid falsified a contract for services rendered and received money for services that it did not perform. Respondent indicates it has forwarded the Complainant's complaint as well as other evidence to the proper authorities. Respondent further apologizes to the Complainant for sending him a bill, but indicates that until it was provided with the complaint and corresponding documents, it had no evidence payment had been made.

**Recommendation:**

- Closure.

A motion was made by Clark McKinney to issue a Letter of Warning.

Seconded by Dennis Bridges

Adopted by voice vote

---

**6. Case No.: 2018020681 – Establishment**

The Complainant alleges the Respondent provided "horrible" customer service. Specifically, she alleges:

1. The decedent's funeral arrangements were prearranged and prepaid. She also alleges her meeting of almost three (3) hours with the Respondent's funeral director was in a freezing cold room with the director walking out for twenty (20) minutes at a time.

- a. The Respondent indicates 1) meeting durations vary but often range from one (1) to three (3) hours in order to complete the arrangement conference and 2) the director spent the unattended time typing the obituary for the family's immediate review. The Respondent also indicates it refunded the cost of the obituary.
- b. In response, the Complainant indicates there were many times the family was left in the meeting and that her sister came with an obituary. She also indicates that as of April 19, 2018, she had yet to see the refund check.
2. The Respondent did not provide golf carts during the graveside ceremony as promised to bring elderly people up the large hill.
  - a. The Respondent indicates it apologized for the missing golf carts the Complainant reportedly requested.
3. The decedent did not receive a military style graveside ceremony complete with the playing of taps as he was supposed to receive. The Complainant further claims that when asked why, the Respondent acted like it was not a big deal.
  - a. The Respondent indicates although the director did inadvertently overlook ordering a musician to play military "Taps", she did procure a flag for the service.
  - b. The Respondent indicates it offered the Complainant a military dedication ceremony for the placement of the veteran's marker ordered for the decedent, but that the Complainant advised she had no interest in any amends offered and that she just wanted to express her unhappiness with the Respondent's service.
  - c. In response, the Complainant disputes this characterization, indicating she accepted Respondent's apology, but felt it was too late for a military ceremony. The Complainant also alleges that the name on the marker was not correct.

**Recommendation:**

- Authorization for a formal hearing. Authorization of a civil penalty in an amount of \$250.00.

A motion was made by Clark McKinney to issue a Letter of Warning.

Motion died for lack of second.

A motion was made by Mark Cochran regarding an Authorization for a formal hearing. Authorization of a civil penalty in the amount of \$125.00.

Seconded by Clark McKinney

<b>Roll Call Vote</b>			
<b>Board Members</b>	<b>Yes</b>	<b>No</b>	<b>Recused</b>
<b>Dennis Bridges</b>	X		
<b>Mark Cochran</b>	X		
<b>Robert Davis</b>		X	
<b>Jeff Duffer</b>			X
<b>Clark McKinney</b>	X		
<b>Charles Rahm</b>		X	
<b>Robert Shackelford, III</b>	X		

Adopted by roll call vote

---

**7. Case No.: 2018020941 – Establishment**

The Complainant alleges she called Respondent on February 10, 16, 19, 23, and 26 of 2018 as well as on March 9, 2018 regarding her father’s death certificate. She was told it was not available. The Complainant alleges the Respondent did not return her calls. The Complainant also alleges that based on research performed by her attorney, the Respondent used a death certificate on March 7, 2018 to gain access to her father’s bank account for funeral costs. The decedent died on February 3, 2018.

In response to these allegations, the Respondent indicates that as of April 12, 2018, it had yet to receive a death certificate for the decedent. The Respondent also indicates the allegation that it submitted a death certificate with its business transaction at the bank was untrue and impossible. The Respondent further indicates the death certificate is still pending at the Medical Examiner’s Office and has yet to be released.

Note: The Vital Records Section of the Department of Health has confirmed to the Executive Director that the certificate of death was signed by the Medical Examiner on April 17, 2018, and it has been registered with the State Health Department, state file number 2018021285.

**Recommendation:**

- Closure.

A motion was made by Clark McKinney to accept Counsel's recommendation.

Seconded by Mark Cochran

Adopted by voice vote

---

**8. Case No.: 2018017411 – Establishment**

**9. Case No.: 2018017471 – Funeral Director #1**

**10. Case No.: 2018017491 – Funeral Director #2**

Complainant alleges he met with the decedent's family, who initially released decedent's remains to his funeral establishment, with decedent's father (not the next of kin) signing a Statement of Funeral Goods and Services Selected at Complainant's funeral establishment. Later, however, the family chose to change to the Respondent funeral establishment. Complainant alleges Respondents refused to pay for the merchandise and services his establishment rendered before the change. Specifically, Complainant claims the family incurred \$3,095.00 before the change and that the Respondents are responsible for that amount.

In response, Respondent Funeral Director #1 indicates the dispute between it and the Complainant is a price dispute. He also indicates that not all of the services included under "Professional Services" as "Basic Services" in the Statement of Funeral Goods and Services Selected were provided by the Complainant to the decedent's family.

"Basic Services" included:

- a. Funeral counseling, necessary arrangements, recording vital statistics, securing permits, filing and obtaining death certificates and other forms and claims, preparation of necessary notices and coordination of service plans with parties involved in the final disposition of the deceased.



- b. The cost of Complainant's building facilities that are not a part of visitation or funeral ceremony, but necessary for conducting business such as administrative offices, restrooms, garage and storage of equipment, parking facilities and others.
- c. Property taxes and insurance, utilities and telephones, legal and accounting fees, furniture, fixtures and inventory costs as well as other administrative expenses.
- d. The expense of being ready twenty-four hours a day, seven days a week.

Respondent Funeral Director #1 further indicates he offered to pay Complainant \$1,600.00, representing the amount Complainant demanded less the \$1,495.00 "Basic Services" charge, which Respondent believes was wrongfully charged as those services were not performed. Respondent Funeral Director #1 indicates a check for \$1,600.00 was offered to Complainant on the day the decedent was taken into his care, but Complainant rejected the check. Respondent indicated it remains ready and willing to remit a \$1,600.00 payment to Complainant to satisfy the amount rightfully owed regarding the four (4) days the decedent was in Complainant's care.

In response, the Complainant indicates "Basic Services" were provided. Specifically, the Complainant told our investigator he performed the following services:

- a. He first met with the decedent's father and brother for approximately two (2) to three (3) hours, at which time he made funeral arrangements with the family that he purports included:
  - 1. Obtaining vital statistics information for the death certificate;
  - 2. Coordinating the time and place of the funeral;
  - 3. Coordinating with the florist for flowers;
  - 4. Coordinating with the cemetery for the internment;
  - 5. Coordinating with the minister;
  - 6. Family signing permission to embalm permit;
  - 7. Presenting General Price List before discussing finances or pricing;
  - 8. Selecting a special order casket vault;
  - 9. Register book set;
  - 10. Coordinating for visitation and funeral service;
  - 11. Obituary in The Tennessean Newspaper;
  - 12. Signing a Statement of Funeral Goods and Services Selected; and

13. All aspects of a funeral conference.

- b. He met with the decedent's son and son's mother for approximately one and one-half (1½) hours to address the legal rights and concerns of the decedent's son as well as postponing the funeral until funds could be secured.

Respondent Funeral Director #2 (who is not the managing funeral director) advised he was not personally involved with the decedent's family and has no first-hand knowledge of the events surrounding the complaint. Respondent Funeral Director #1 corroborated this, indicating Respondent Funeral Director #2 was never directly involved with the decedent's family.

**Recommendation:**

- Close. This is a dispute which should be addressed by a Court of competent jurisdiction.

A motion was made by Mark Cochran to table the complaint until next board meeting.

Seconded by Clark McKinney

Adopted by voice vote

---

**11. Case No.: 2018010631 – Establishment**

The Complainant (an employee of another funeral establishment) alleges the Respondent solicited the decedent's remains and, as a result, the family transferred the decedent to the Respondent establishment. In response to this allegation, the Respondent indicates its staff met with the family to discuss cemetery arrangements only, but during the conference the family specifically asked the staff if the Respondent could handle the funeral services. This was corroborated by the decedent's surviving spouse. She advised the Respondent did not solicit the decedent's remains. She also advised that she specifically requested the Respondent provide her with a price quote for all funeral and burial charges.

**Recommendation:**

- Closure.

A motion was made by Mark Cochran to accept the Counsel's recommendation.

Seconded by Robert Shackelford, III

Adopted by voice vote

---

## RE-PRESENTS

---

### 12. Case No.: 2017067311 – Establishment

This matter was previously presented to the Board at its December 12, 2017 as follows: *Complainant alleges that his minor nephew (17 years old) was approached the night that the nephew's father passed away by an employee of the funeral home, provided with a business card and instructed to contact the funeral home in order to make arrangements. The Complainant was so upset by this that he went to the funeral establishment the following day to inquire about the solicitation; his visit has been confirmed by the funeral home. The funeral home totally denies this incident occurred and highlights the fact that the business card was not ever brought to the establishment as requested for inspection. The Complainant states that instead of returning to the funeral home after they denied all wrongdoing, he decided to file a complaint with the Board Office instead. Because Complainant had to look at a list involving pictures in order to identify the person he believed was responsible for handing out the card, it does raise concerns about proper identification of the individual who physically handed out the card. Nevertheless, there is compelling evidence that a solicitation on behalf of this funeral home did in fact occur at the hospital that evening and that the card was that of a licensed funeral director. **Authorization:** Authorize formal hearing. Authorize settlement by consent order for civil penalty against funeral home in the amount of \$1,000.00.*

Update:

In April 2018, the attorney for the Respondent forwarded the affidavit of the wife of the employee in question. Under oath, the wife attested it was impossible for her husband to have been at the hospital the night of the incident because he was at home from the time they had dinner at 6:00 p.m. until they woke up the next morning. She also attested that her husband never made off-hour removals for the Respondent and never leaves the house late at night to solicit death calls.

The Respondent's attorney also provided the employee's phone records from the night of the incident and a letter from the third party removal company stating that it had no death calls for the Respondent at the relevant hospital. The third party removal company also stated that it does not solicit business for any funeral home it serves and does not have any business cards of the Respondent's employees.

In addition, the Complainant's nephew has advised he cannot say for certain that the Respondent's employee is the person who approached him on the night of the incident.

**Recommendation:**

- Closure.

A motion was made by Mark Cochran to accept the Counsel's recommendation.

Seconded by Clark McKinney

Adopted by voice vote

---

**13. Case No.: 2017024911 – Establishment**

This matter was previously presented to the Board at its July 11, 2017 as follows: *This complaint was filed by a consumer who alleges various issues such as lack of explanation of services provided, unprofessional conduct of establishment staff, demand for payment prior to the conclusion of the service, and lack of food as agreed upon, which made the family feel like the establishment took advantage of them since they were from out of town and did not know another alternative establishment.*

*The Complainant decided to have his son's remains cremated and made arrangements with the funeral director where they verbally discussed that 30 people were expected for the service and what package of services was wanted. The Complainant states he specifically requested to see his son one last time before he was cremated in order to place personal items with him, and the funeral director told the family they could return any time on the day before the funeral to do that. The Complainant states there was no discussion about when or how billing would take place. When the family arrived the day before the funeral, the funeral director was not available and the family was told it was not possible for the family to see the son one last time by a funeral home employee. That employee explained at least three times to the family that the son would*

*need to be removed from the cooler and prepared for viewing. The Complainant asked the funeral home employee to leave the room, and told her she was unprofessional and needed to call the funeral director to clarify the family's desires, but she stormed off. Complainant was then intercepted by another employee who apologized for the employee's behavior and advised the family's wishes would be met. This employee advised the family that they needed to purchase a more expensive package to accommodate more food since the family could not estimate the number of expected guests since they were from out of town. After viewing his son's remains for a final time, the Complainant was presented with the funeral bill before the funeral service which caught him unprepared and had to rely on his father-in-law for payment. The bill was presented without explanation or itemization.*

*The establishment chaplain greeted the family the day of the funeral service and made comments that made the family uncomfortable such as referring to the funeral director as bipolar and referring to the establishment as "insanity funeral home." At the conclusion of the funeral service, the chaplain went to the front of the room and spoke about cremation and how the establishment is the best place to have it conducted to the absolute shock of the family to insert an unwelcome plug for the establishment at their son's funeral service.*

*The family believed there would be food provided based on their arrangement conference, but only coffee and water was provided. The family also paid \$300 for discs, thinking it was the video of the service when really it was photos the family provided to the Establishment compiled in PowerPoint form. Further, the bill contained a \$495 charge to transport the son from the hospital to the establishment, which the consumer considers to be a highly inflated expense.*

*After the service, the consumer called the establishment several times and left voice messages, and after 24 hours of no response, sent an email outlining his issues and asked for an explanation and an apology. The consumer received a response in the form of a letter from the establishment's attorney explaining to the consumer that he and his family are wrong about their experience. The attorney's letter stated that the establishment upheld its contractual obligations, but the consumer disagrees and thinks that the conduct of the chaplain was especially egregious as well as how the financial arrangements were handled. The consumer hopes that Tennessee has a code of conduct for funeral establishments and directors to make the experience of a grieving family more pleasant.*

**Authorization:** Consent order for \$500 and authorization for a hearing for failure to clearly and fully disclose prices, unprofessional conduct (TCA 62-5-317(4)),

*failure to treat the public in a respectful manner, and engaging in an act that is misleading/deceptive.*

**Update:**

The Complainant is not cooperating; as such, we cannot proceed forward.

**Recommendation:**

- Closure.

A motion was made by Dennis Bridges to accept the Counsel's recommendation.

Seconded by Clark McKinney

Adopted by voice vote

---

**14. Case No.: 2017021391 – Establishment**

This matter was previously presented to the Board at its June 13, 2017 as follows: *This complaint was filed by a consumer who stated multiple issues with the services she received from the establishment.*

1. *Pricing/packages. Complainant states the funeral director never offered her anything but package deals and never showed her a price list.*
2. *Food. Complainant states the food was not what she ordered; the food was a ham, cheese, and vegetable tray when she had ordered barbeque. The establishment got barbeque and buns upon learning of their mistake.*
3. *Music. Complainant states when she went into the chapel for the funeral service an employee told her they did not know what the music was supposed to be.*
4. *Embalming. Complainant states her husband looked white, his hair was not cut, and he looked disheveled. Her husband's hand was soft and she could move his fingers and she wondered if he was even embalmed. She was so embarrassed by the way he looked. His hair was subsequently trimmed and makeup applied.*
5. *Vault engraving. Complainant states she told the funeral director she wanted her husband's name, date of birth, and date of death engraved, and was told that was no problem and it would have either a cross or praying hands. Instead of being engraved, it had peel-and-stick letters.*

6. *Plot. Complainant asked an employee if she could hold the plot for her from Friday to Wednesday but was told no, and that hopefully no one will buy it before she can come purchase it.*
7. *Services received. Complainant states that the funeral director told her he would be off work during her husband's funeral service. She was upset at her husband's appearance but no one came to check on her to see if his appearance was ok.*
8. *Obituary. Complainant states when she got home she read the obituary and it was wrong so it had to be changed.*

*Response:*

- *Pricing/packages. We did present the merchandise in packages to make the selection process easier but at no time told her she had to select a package. The funeral director did give her a price list and reviewed the contract with Complainant prior to her signing it. If the family had asked for options other than packages, those options would have been made available.*
- *Food and Music. The Establishment admits it made two mistakes in handling the funeral service: it did not communicate the change Complainant made to the catering order and the wrong food was delivered, but it was corrected within an hour and Complainant was provided free catering, and a staff member accidentally deleted the song selection but they were able to obtain the correct song selection in time for the service. The funeral director presented the details of the catering order to the family as he understood their order to be and never heard the family request barbeque; they just told him they wanted to upgrade their package after being shown the basic light reception package. The menu selected was not noted on the contract. The only item that was incorrect was the "main" dish (cold meats were ordered though barbeque sliders were what was wanted) as the side items were correct.*
- *Embalming. Upon hearing Complainant's issues with her husband's appearance, adjustments were made to his hair and cosmetics were applied.*
- *Vault. The vault Complainant selected did not offer the option to include full dates. The vault itself could not be engraved, but the nameplate could. Complainant was advised that there were fewer options with the vault she chose.*
- *Plot. Their family service counselor follows the procedure of holding adjoining plot spaces for family members and imagines Complainant*

*mistook what was said about holding additional spaces. It was never said that the plot would not be saved.*

- *Obituary. The draft had one grammatical error but was not put in the paper with the error.*
- *We have determined that we will refund 110% of the service charges, which is approximately \$7,441.50.*

*Response to response: Complainant states that she was only told that the plot could be held after Complainant complained about the situation, so the explanation provided in the response is a lie.*

**Authorization:** *Consent order for \$250 and authorization for a hearing for failure to clearly and fully disclose prices and unsatisfactory service and proof of the refund to the family.*

**Update:**

On April 9, 2018, the Respondent provided an internal ledger demonstrating a credit was issued to the Complainant, reversing charges for 110% of the funeral service fee. The ledger also demonstrates the remaining balance of \$2,563.50 for the cemetery space, interment fee, casket, outer burial container, flowers, death certificates, and taxes was written off.

In addition, the Complainant is not cooperating; as such, we cannot proceed forward.

**Recommendation:**

- Closure.

A motion was made by Clark McKinney to accept the Counsel's recommendation.

Seconded by Mark Cochran

Adopted by voice vote

---

**ADMINISTRATIVE MATTERS:**  
**ROBERT B. GRIBBLE, EXECUTIVE DIRECTOR**

**LEGISLATIVE UPDATE:**

**SB1517\*/HB1611 Funeral Directors and Embalmers –**



Sunset Laws - As enacted, extends the board of funeral directors and embalmers for six years to June 30, 2024. - Amends TCA Title 4, Chapter 29 and Title 62, Chapter 5, Part 2.

**Public Chapter 500**

**SB2046/HB1979\*** Funeral Directors and Embalmers –

As enacted, extends registration period for apprentice funeral directors, apprentice embalmers, and mortuary school students, from two to three years, or until the registrant has completed the apprenticeship requirements, whichever occurs first. - Amends TCA Section 62-5-312.

**Public Chapter 651**

**SB2458\*/HB2537** Professions and Occupations –

Professions and Occupations - As enacted, establishes apprenticeship programs for professions regulated by entities administratively attached to the division of professional regulatory boards. - Amends TCA Title 62, Chapter 76, Part 2.

**Public Chapter 848**

**SB2465\*/HB2248** Professions and Occupations –

As enacted, enacts the "Fresh Start Act". - Amends TCA Title 62, Chapter 76, Part 1 and Title 63, Chapter 1.

**Public Chapter 793**

**SB1973\*/HB2179** Preneed Funeral Contracts

Insurance Companies, Agents, Brokers, Policies - As enacted, excludes from the definition of "pre-need funeral contract" and regulation, as a contract of insurance, a travel protection agreement for the coordination and arranging of all professional services related to the preparation for the purpose of transportation and subsequent transportation of a dead human body. - Amends TCA Title 56 and Title 62, Chapter 5, Part 4.

**Public Chapter 623**

**Website for Legislative Bill Searches:**

<http://wapp.capitol.tn.gov/apps/billsearch/BillSearchAdvanced.aspx>

**FINANCIAL UPDATE:**

Financial data was provided to the Board by the Executive Director regarding revenues and expenses of the Board through March 2018, specifically licensing and case revenue as well as Edison expenditures, administration costbacks, legal costbacks, investigation costs, and customer service center charges.

**LICENSEE REPORT:**

**REPORT OF LICENSES ADMINISTRATIVELY APPROVED BY EXECUTIVE DIRECTOR PURSUANT TO BOARD AUTHORITY FOR THE PERIOD OF**

**APRIL 10, 2018 – MAY 7, 2018**

**Individual(s)**

**Type of License(s)**

Mandy-Jo Blaine Uhls  
Adolphus, KY

Funeral Director and Embalmer

Jason M. Steele  
Pineville, KY

Funeral Director and Embalmer  
Reciprocity – Kentucky

Michael Roy Berry  
Alcoa, TN

Funeral Director

Carrie Marie Jones  
Clinton, TN

Funeral Director

**CLOSED ESTABLISHMENT REPORT:**

One (1) establishment has reported closing since the last board meeting:

- McGill-Karnes Funeral Home, 406 Wharf Street, Loudon, TN.

**DISCIPLINARY ACTION REPORT:**

**These are Consent Orders that have been administratively accepted / approved by the Executive Director pursuant to Board authority and as reported on the May 2018 Regulatory Boards Disciplinary Action Report:**

Respondent: Unity Memorial Funeral Home, Fayetteville, TN  
Violation: Using the names of unlicensed persons in advertisements to give or tend to give the impression that they are licensed to practice funeral directing and designating a funeral director as manager who already serves as a manager of another funeral establishment

Action: \$250 Civil Penalty

Respondent: Jeffers Funeral and Cremation Service, Greeneville, TN  
Violation: Engaging in misleading or deceptive practices, misrepresentation or fraud in the conduct of the business of the funeral establishment and false or misleading advertising

Action: \$750 Civil Penalty

Respondent: Saddler Funeral Home & Crematory Services, Lebanon, TN  
Violation: Failure to keep funeral establishment clean and in a good state of repair, failure to treat members of the public in a respectful manner, and aiding or abetting an unlicensed person to practice within the funeral profession

Action: \$1,000 Civil Penalty plus Costs of \$703.25

Respondent: Boyd Funeral Home, Ashland City, TN

Violation: Funeral establishment allowed its funeral director to continue to manage the establishment and to engage in funeral directing with an expired funeral director's license

Action: \$250 Civil Penalty

**OPEN COMPLAINT REPORT:**

As of May 8, 2018 there were 71 open complaints.

A motion was made by Clark McKinney to accept the Executive Director's Report.

Seconded by Robert Davis

Adopted by voice vote

Notes:

President Charles Rahm recessed the meeting at 11:35 a.m.

President Charles Rahm reconvened the meeting at 11:40 a.m.

**NEW BUSINESS:**

Cherrelle Hooper, Assistant General Counsel, provided an update regarding the proposed rules adopted by the Board on March 13, 2018, for a future rulemaking hearing. Specifically, she indicated that the rules were being reviewed.

A motion was made by Clark McKinney to bifurcate Rule 0660-11.07(3) regarding the home address, phone number, e-mail address, and date of birth of any individual shall be confidential and not subject to public inspection from the remainder of the rules.

Seconded by Robert Shackelford, III

<b>Roll Call Vote</b>		
<b>Board Members</b>	<b>Yes</b>	<b>No</b>
<b>Dennis Bridges</b>	<b>X</b>	
<b>Mark Cochran</b>	<b>X</b>	
<b>Robert Davis</b>	<b>X</b>	
<b>Jeff Duffer</b>	<b>X</b>	
<b>Clark McKinney</b>	<b>X</b>	

<b>Charles Rahm</b>	<b>X</b>	
<b>Robert Shackelford, III</b>	<b>X</b>	

Adopted by roll call vote

---

**ADJOURN:**

A motion was made by Clark McKinney to adjourn.

Seconded by Jeff Duffer

Adopted by voice vote

The meeting was adjourned by President Charles Rahm at 11:53 a.m.

Respectfully submitted,

*Robert B. Gribble*

Robert B. Gribble, CFSP  
Executive Director