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BOARD OF EMBALMERS & FUNERAL DIRECTORS
STATE OF MISSOURI

BOARD MEETING

APRIL 10, 2008

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1 BOARD OF EMBALMERS AND FUNERAL DIRECTORS
STATE OF MISSOURI
2
3 BOARD MEETING
4
April 10, 2008
5 Missouri Professional Registration
3605 Missouri Boulevard
6 Jefferson City, MO 65102
7
BEFORE: James Reinhard, Chairman
8 Martin Vernon, Vice-Chairman
Gary Fraker, Secretary
9 Todd Mahn
Joy Gerstein
10
PRESENT: Becky Dunn, Executive Director
11 Pamela Schnieders, Admin. Assistant
Kimberly Grinston, Legal Counsel
12 Connie Clarkston, Director of Budget
Sandy Sebastian, Director of Personnel
13 Douglas Ommen, Board of Insurance
David Broeker, Division Director
14
PUBLIC: Kenneth McGhee
15 Chris Follis
Jen Jernigan
16 Don Otto
John McCulloch
17 Bill Stalter
DJ Gross
18 Barbara Newman w/State Rep. Meadows
Bob Hedgpeth
19 Charles Pasentino
Randy Singer
20 Robert Baker
Steve Pierce
21 Richard Dowden
Kalene Summerville
22
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1 P R O C E E D I N G S

2 CHAIRMAN REINHARD: Gentleman and ladies,

3 we do have a court reporter here, and they are going

4 to record the minutes.

5 I'm going to call the meeting to order. I'm going

6 to call the roll of the board. Martin Vernon?

7 MR. VERNON: Here.

8 CHAIRMAN REINHARD: Gary Fraker?

9 MR. FRAKER: Here.

10 CHAIRMAN REINHARD: Todd Mahn?

11 MR. MAHN: Here.

12 CHAIRMAN REINHARD: Joy Gerstein?

13 MS. GERSTEIN: Here.

14 CHAIRMAN REINHARD: Okay.

15 MS. DUNN: Present in the room with us

16 today is Becky Dunn, Executive Director; Pam

17 Schnieders, Administrative Assistant; Lori Hayes,

18 Inspector; Kimberly Grinston, board's legal counsel;

19 Sandy Sebastian, Director of Personnel and also

20 Director of 436 for the Division. We also have Doug

21 Ommen, Director of the Department of Insurance.

22 And at this time I'm not sure if anyone else is

23 joining us in the office here -- I understand that

24 Kenneth McGhee may be joining us as well.

25 CHAIRMAN REINHARD: We need approval of the

1 agenda, and we need a board motion for this.
2 MR. MAHN: I'll make a motion.
3 CHAIRMAN REINHARD: Todd Mahn made the
4 motion. Who seconds?
5 MR. FRAKER: I'll second.
6 CHAIRMAN REINHARD: Gary Fraker seconded
7 the motion. I'm going to call the role. Martin
8 Vernon?
9 MR. VERNON: Yes.
10 CHAIRMAN REINHARD: Joy Gerstein?
11 MS. GERSTEIN: Yes.
12 CHAIRMAN REINHARD: Now, everybody on this
13 conference call, you have to identify yourself by name
14 so the court reporter can take it in the minutes. So
15 when you speak just, you know, say, "Bob Hedgpeth" and
16 then say what you want to say. Okay?
17 MS. DUNN: Now this is Becky Dunn talking.
18 We apologize to everyone on the phone today that
19 joined us. Because we had been at a three-day board
20 meeting, and so we didn't have the opportunity to get
21 the comments on the Chapter 436 revised in the time
22 frame that we could get this faxed out to all the
23 attendees today.
24 So, what we will do is briefly discuss some of the
25 chapter changes that we have suggested. We will get

1 everyone a copy of what we are discussing after the
2 meeting today.
3 And the process that we're suggesting is, if you
4 have comments to what the board is suggesting, if you
5 would fax your comments to area code 573-751-0878,
6 that's Connie Clarkston's fax number, she's the
7 Director of Budget and Legislation.
8 And also, Connie has something to add to that.
9 MS. CLARKSTON: You can also e-mail.
10 MS. DUNN: Did everyone get Connie's e-mail
11 earlier? If you prefer, you can e-mail your comments
12 to Connie.
13 And then, also, they can contact the sponsor. Is
14 that correct or not?
15 MS. CLARKSTON: Not yet, because we haven't
16 found a sponsor for this portion of it. Once that's
17 identified we'll let them know.
18 MS. DUNN: So, you can either fax or e-mail
19 Connie with your comments.
20 MS. CLARKSTON: I am the Director of Budget
21 and Legislation for the Division of Professional
22 Registration.
23 MS. DUNN: Kenneth McGhee has joined the
24 meeting now.
25 Board Members; Martin, Gary, Todd and Joy, do you

1 have a copy of the legislation in front of you today?
2 MS. GERSTEIN: Yes.
3 MR. FRAKER: Yes.
4 MR. VERNON: Yes.
5 MR. MAHN: I only got 20 of the 30 pages.
6 Send the last ten.
7 CHAIRMAN REINHARD: Kim Grinston is our
8 attorney, and we're going to go through the bill.
9 MS. GRINSTON: Good morning, Board. What
10 you have before you is a conglomerate bill that I
11 think merges several portions of Kuessner's bill,
12 several portions of Representative Meadows' bill, some
13 recommendations that were given to the board, as well
14 as some language that the board members themselves
15 reviewed and suggested -- and the Department of
16 Insurance.
17 What we can do is go through the bill by page to
18 see if there's any concerns that the board members may
19 have with the proposed language.
20 And for the benefit of the public that may be
21 sitting in, I will do a general description of what
22 the change is. Is that okay?
23 MS. DUNN: Can everyone hear okay?
24 MS. GRINSTON: The first change that I
25 think we looked at was the definition of the word

1 "person."

2 In the main definition section of 436.005, that

3 was changed to acquire or to define a person as any

4 individual or, essentially, an entity registered with

5 the Secretary of State's office.

6 Subsection 5; Preneed contract. That definition

7 was amended to specifically provide that a contract

8 may be funded by any mechanism authorized by this

9 chapter including cash payment or whole or credit life

10 insurance.

11 I think those are all the changes on Page 1.

12 Board members, do you have any questions or concerns?

13 MR. FRAKER: No.

14 MS. GRINSTON: Hearing none, I'll move on

15 to Page 2.

16 And I do need to apologize to members of the

17 public.

18 To members of the public, during this conference

19 call we will need to go into closed for a certain

20 portion of time, and we'll tell you when that is, and

21 then a time when you can rejoin the board on an open

22 conference call. But we'll tell you when that happens

23 or when that may occur.

24 On Page 2, looking at Section 436.007, Subsection

25 .1, Subsection 4, was amended to provide that a

1 preneed contract must identify either the preneed
2 trust that will hold funds, the insurance company that
3 will be used to fund any preneed contracts, or the
4 joint account where the funds will be held.
5 I believe it was the board's intention here to
6 make sure you include all of the different mechanisms
7 for handling 436 contracts.
8 If there are no questions from the board?
9 436.072; I believe a lot of this language was
10 cleanup language and probably clarification language
11 that really doesn't substantially change what we have
12 right now.
13 436.011; the changes in this provision -- and I'll
14 do this generally. Currently, we require a
15 contractual relationship between a seller and a
16 provider and that those obligations are not
17 reciprocated on providers.
18 So I believe that the changes to 436.011 will
19 require two things; that any seller who designates a
20 provider in a contract must have a contractual
21 relationship, and vice versa.
22 The second paragraph does the same thing. It
23 basically imposes the obligation -- that is currently
24 on sellers -- on providers. It adds language that
25 says if the provider allows themselves to be

1 designated in a preneed contract they will be
2 obligated for providing -- I'm sorry. Phone call.
3 (Phone interruption.)
4 If a person allows themselves to be named as a
5 seller, they will be obligated for any payments made
6 under the contract.
7 I think that's the last provision on Page 3.
8 Board members, do you have any questions?
9 MS. GERSTEIN: No.
10 MR. VERNON: No.
11 MR. FRAKER: No.
12 MS. GRINSTON: On Page 4, I think that the
13 language you see in red is language that may have been
14 included, I believe, in Representative Meadows' bill.
15 The last sentence that has the strike-through in
16 it, I believe was language that was in Representative
17 Meadows' bill that I believe the board did not want
18 included in this version of the bill if possible.
19 Subsection 3, on Page 4, does the exact same thing
20 that we talked about earlier. If a seller allows a
21 provider to name them as a seller, and fails to take
22 action to stop that designation, the seller is going
23 to be deemed to have consented to the designation.
24 Now, this is the same obligation that is currently on
25 providers.

1 436.015.1, Sub 1, this language is from, I
2 believe, Representative Meadows' bill. Right now, to
3 be a provider, you have to be licensed as a funeral
4 establishment unless you are essentially a cemetery
5 and your sales are limited to grave vaults.
6 The proposal was to add language that would also
7 exempt a person if they were only engaged in the
8 retail sale of funeral merchandise. Therefore, people
9 that were engaged in funeral retail sales would still
10 be required to register as providers; however, they
11 wouldn't need a full funeral establishment license.
12 Subsection 2, on Page 4 -- and before I turn over,
13 board members, are there any questions on Page 4?
14 MS. GERSTEIN: No.
15 MR. VERNON: I'm trying to figure it out.
16 I may have missed it.
17 Because I went through and marked up my copy that
18 I had kind of worked on trying to look at some stuff,
19 when we had just looked at a lot of the different
20 ones. I'm trying to figure out where that is and what
21 section it's in.
22 MS. GRINSTON: The retail sale of funeral
23 merchandise section?
24 MR. VERNON: One second, you know how all
25 these numbers go to running together.

1 MS. DUNN: Just give us the section number
2 first, Martin. Like, 436 point --
3 MR. VERNON: Actually, I'm going to jump
4 back for just a second. Under 436.007, I guess it is,
5 in point four of that. And I guess I need to look at
6 the new one to make sure that's the same place as that
7 is.
8 MS. DUNN: Can you read the beginning of
9 that section that you are referring to?
10 MR. VERNON: I can tell you -- while I'm
11 looking to make sure -- I can tell you what the --
12 good grief. Okay. It's going to be on Page 3. It's
13 Section 4 on that.
14 MS. DUNN: Read the first word.
15 MR. VERNON: On Page 3, point four, from
16 the top coming down, under that section it says:
17 Subject to the provisions of Subdivision 5 of Section
18 436.005, the provisions of -- all those numbers --
19 shall apply to the assignment of proceeds of any
20 contract of insurance for the purpose of funding a
21 preneed contract or written in conjunction with a
22 preneed contract.
23 My question goes back to is this section -- I just
24 need some definition, I guess, here.
25 Is this section referred to when an individual

1 just comes in with a life insurance policy, where it's
2 maybe a small amount or whatever, and all it's doing
3 is just changing the assignment of the policy to where
4 you might not be actually issuing a preneed contract
5 with the specification of guaranteeing merchandise?
6 Is that point four affecting that, or is it not?
7 Because I'm just catching the words "assignment of
8 proceeds of any contract of insurance." Key word
9 "any."
10 MS. GRINSTON: I'm looking at it, Martin.
11 Well, this is current language, and it refers back
12 to the definition of what a preneed contract is. And
13 so, to the extent that there's an assignment that
14 doesn't necessarily fall under the definition of
15 preneed contract -- "specifically requiring the
16 current payment of money or other property in
17 consideration for the final disposition" -- it may not
18 apply to those assignments.
19 MR. VERNON: The key word of this
20 assignment is payment of money?
21 MS. GRINSTON: I believe so, as required
22 under 436.005, Subdivision 5.
23 MR. HEDGPETH: May I make a suggestion?
24 This is Bob Hedgpeth with the public.
25 When you are referring to this -- I got this 436

1 off the internet, and I don't know about the page
2 numbers, but I can follow if you mention the section
3 numbers and all that. Could you please do that?
4 MS. GRINSTON: Sure. I definitely can for
5 you.
6 Martin, does that answer your question?
7 MR. VERNON: The key of where I was missing
8 it was the payment of money.
9 MS. GRINSTON: Okay. We are going to be
10 looking now at 436.015.1, Subparagraph 2, Subsection
11 2.
12 And I believe in one of the proposals that's been
13 filed there was a proposal that the Attorney General's
14 Office be given coexistive regulatory authority, I
15 guess, with the board in matters of 436.
16 The recommendation that is before the board now
17 would leave the regulatory authority in the hands of
18 the state board and would not extend that to the
19 Attorney General's Office. Are there any questions on
20 that?
21 Let's go to 436.015.2, same section. I think the
22 changes are in Subparagraph 1(b) which requires in the
23 report the name and address of each seller with whom
24 it entered into a written agreement.
25 The recommendation; the changes would require that

1 the provider also include in their annual report the
2 name, contract number and amount of each preneed
3 contract written, along with all payments that were
4 collected by the preneed provider for the seller, that
5 that would be included in the annual report.
6 I believe those are all the changes on Page 5.
7 Any questions or concerns?
8 Moving onto our Page 6, but what will be
9 436.015.2, Subparagraph 4. It begins by reading: At
10 least 30 days prior to selling or otherwise disposing
11 of its business assets --
12 Board members, on your Page 6, there was language
13 there that would require the board to take reasonable
14 and necessary action to basically make sure
15 obligations were going to be met.
16 The board amended that language from "shall" to
17 "may" and also added language that said that the
18 actions could include an examination of books and
19 records or an audit with costs that could be assessed
20 against the seller or to the seller at the discretion
21 of the board.
22 MS. DUNN: Members, this is Becky Dunn
23 speaking. On the page prior to this, at the bottom,
24 which was parenthesis 3, we're removing reference that
25 would include the Attorney General in this process.

1 Because, as Kim mentioned earlier, it said: State
2 board and/or Attorney General's Office. On
3 parenthesis 3, at the bottom of five, we missed one of
4 those. So as the public receives a copy of the bill,
5 there may be a change in that.
6 MS. GRINSTON: In that same section, we
7 removed the current language that provides that
8 failure of the state board to take action within
9 30 days constitutes a waiver of its authority, and we
10 added a requirement that written notice must be
11 provided by the provider to the board and to all
12 purchasers within 30 days of ceasing business and that
13 notice must indicate what establishment will be
14 assuming responsibility for the preneed contracts.
15 And again, there's language that would allow the
16 board to conduct an examination of books and records
17 to ensure compliance with the requirements of that
18 section.
19 Moving on to 436.021.1, Subsection 2. And this is
20 on Page 6 and 7 for the board members.
21 One thing that has been amended in this draft is
22 the requirement that all sellers have a trust. It
23 would be amended to read that you would not be
24 required to have a trust if you certified to the board
25 that all of your preneed contracts are funded solely

1 by insurance or are placed in joint accounts.
2 MR. OTTO: This is Don Otto. You might
3 want to check that paragraph. It says that the
4 preneed funds will be placed "in a joint."
5 MS. GRINSTON: Okay.
6 MR. OTTO: I don't know if that's prudent
7 investing. It might be.
8 MS. GRINSTON: I'll do that, Don. I will.
9 Subsection 3. There Representative Kuessner, I
10 believe, suggested that we add as a condition to being
11 a seller you have to register with the state board and
12 you must also be licensed by the state board as a
13 funeral preneed seller.
14 Now, this is pretty much the way we treated
15 registration now. But to the extent there was a
16 confusion about a registration versus a license, that
17 clarification was included to specifically call it a
18 registration and a license.
19 Subparagraph 2 -- actually, we will be doing some
20 amendments on that. And for the board members, this
21 paragraph will read -- and I'm just going to read how
22 it will be as amended because we have to take off the
23 first half of that section.
24 It should read: In lieu of a trust the applicant
25 for registration may petition the board for exemption

1 for this requirement. In the petition for exemption
2 the applicant shall certify to the board that all
3 preneed contracts are to be funded solely by insurance
4 or that preneed funds are to be placed in a joint
5 account.
6 And that's account, Don. I've got it added in
7 there.
8 MR. OTTO: Okay.
9 MS. GRINSTON: And again, we removed the
10 language that previously suggested that a provider
11 would have to prove an undue hardship.
12 Under Section 3 of that section --
13 MR. VERNON: Did you say that you took out
14 the undue hardship?
15 MS. GRINSTON: Yes.
16 MR. VERNON: Because it's printed in on 2
17 here, right?
18 MS. GRINSTON: It is. In the beginning of
19 2 it is printed. I think we overlooked that and meant
20 to bring it out.
21 MR. VERNON: So, that will not be in there?
22 MS. GRINSTON: That's correct.
23 Subsection 3, Subparagraph 1, requires the seller
24 to maintain adequate records of their contracts and
25 trust arrangements.

1 We also thought that the section should include
2 records of the joint accounts as well. We echoed the
3 language in the definition section for the seller to
4 clearly provide that the seller is obligated to
5 collect and administer all payments made under
6 contract or arrangement. And again, that language is
7 in .005 already.
8 And that is Page 7. Board members, do you have
9 any questions?
10 Moving on, we have got point three, Subdivision 3,
11 Paragraph C. In a provider's report it would require
12 them also to -- a seller's report -- include the name
13 and contract number of each preneed contract written
14 with each seller. I'm sorry I'm getting these
15 confused. This is the provider's report.
16 They would have to report the total number of
17 contracts, the name and contract number, and amount of
18 each preneed contract written with each seller.
19 And I think the changes on Page 8, generally, up
20 until Paragraph F, basically include language that we
21 are referencing trust, moneys placed in joint
22 accounts, and also insurance funded preneed contracts.
23 Subparagraph F, on the bottom of Page 8, talks
24 about the consent that is currently required for a
25 seller and a provider to allow the board to order an

1 examination.

2 I believe the board requested to remove the

3 language that would require the detailed process of

4 going to the Attorney General's Office two or three

5 times and to the Division two or three times before

6 processing a 436 complaint.

7 Instead, much like the 333 process, the board will

8 be able to review the complaint, request an

9 independent audit, and then make a decision on whether

10 the complaint should be referred for disciplinary

11 action. And so, you'll see the language relating to

12 the Division and the Attorney General's Office removed

13 from that page.

14 Are there any questions?

15 Page 9, Subparagraph 4, we see the same changes:

16 File with the state board a consent authorizing the

17 state board to order an investigation.

18 Again, the language regarding the AG's office and

19 the Division have been removed from that portion of

20 the bill.

21 Subparagraph 6 would be a new requirement on the

22 bill, and it would essentially say that sellers can

23 only allow or authorize a funeral director or an

24 apprentice funeral director to sell a preneed

25 contract.

1 And then, again, I think, to finish Page 9, we
2 have some language regarding joint accounts.
3 Are there any questions on that language?
4 MR. MAHN: No.
5 MR. VERNON: I'm fine.
6 MR. FRAKER: No.
7 MS. GERSTEIN: No.
8 MS. GRINSTON: Looking at Page 10. Again,
9 we are looking at the provisions that govern a cease
10 of business by providers, new language that requires
11 them to notify the board and all purchasers within
12 30 days of what establishment will be assuming
13 responsibility to any preneed contracts.
14 Again, the thought is that when a funeral
15 establishment closes -- it stops doing business -- we
16 want the purchasers to know, as well as the board,
17 where they should go to honor the outstanding
18 contracts.
19 Moving on to 436.027. This is the requirement
20 that currently talks about the allocation of funds. I
21 believe the board included language that required that
22 100 percent of all funds collected on a preneed
23 contract must either be placed in trust, in a joint
24 account, or used to buy or purchase an insurance
25 contract.

1 Again, this would be 100 percent trusting
2 requirement, if you will.
3 CHAIRMAN REINHARD: I have a question about
4 that. Now, that's on a joint account or all accounts?
5 MS. GRINSTON: All accounts.
6 CHAIRMAN REINHARD: What about a 95/5? I
7 think at one time the association may have -- you
8 might chime in on this, Don.
9 MR. OTTO: Well, several years ago our
10 position I believe was, while in a perfect world we
11 think 100 percent is best, that we certainly
12 understand that some people are paid by commissions
13 and that 5 percent might be better for many funeral
14 homes.
15 CHAIRMAN REINHARD: Any board members or
16 other people have a comment?
17 MR. McGHEE: This is Ken McGhee. I'm just
18 curious to how they figured in what we would do about
19 administrative costs? Because that's what that
20 20 percent was set aside for.
21 And my only concern would be, as a seller, is how
22 are you going to recoup or cover your administrative
23 costs in selling and transacting your preneed sales?
24 That was just a comment.
25 CHAIRMAN REINHARD: Noted.

1 MR. McCULLOCH: This is John McCulloch. If
2 you go to 100 percent, it will put us out of business
3 tomorrow if this passes. Obviously, I'm not for that.
4 MR. VERNON: What would you be for, John?
5 MR. McCULLOCH: I don't see anything wrong
6 with the current 80/20.
7 MR. McGHEE: This is Ken McGhee again. I
8 agree. I think the problem wasn't so much with the
9 percentage as much as it was with people entrusting
10 the money that they were supposed to trust.
11 MR. McCULLOCH: Just because you have
12 people -- you know, you can make this 90 percent or 95
13 or 100 percent, that's not going to stop the problems
14 you are having.
15 MS. GROSS: This is DJ Gross. And one
16 thing I'm at, that may help with that, whether it's
17 100 percent or 95 percent, or the 80 percent or
18 whatever that it stays, is it necessarily so much a
19 problem of underfunded or that it's when a purchaser
20 cancels and wants to go from one funeral home to
21 another?
22 Could there be something in there on portability
23 for that, where the funds could be transferred from
24 one to another without the consumer being penalized
25 for that 5 or 20 percent?

1 MS. DUNN: With all the comments that were
2 stated just now, if you would ensure to put those in
3 writing to Connie or the fax number that we gave you,
4 we would certainly appreciate those.
5 MS. GRINSTON: 436.027.2 would require that
6 funds received must be trusted within 45 days of
7 receipt.
8 MR. MAHN: Can I say something on that?
9 Back up just to that 80/20.
10 MS. GRINSTON: Yes.
11 MR. MAHN: I understand the circumstances
12 that we're under, what's going on here in the state
13 right now.
14 I think one of the reasons this percentage came up
15 is we asked ourselves, if we were to ask the public
16 how much they thought their trust was being funded --
17 or their preneed was being funded -- we feel like they
18 would say, "Well, we certainly think the whole
19 100 percent is."
20 And under these circumstances, what's went on, I
21 don't think, representing the public, we can ask for
22 anything much less than that, just due to what's went
23 on.
24 I think the public is going to be outraged. They
25 are going to be very upset. And I think, at this

1 point, they're going to expect anybody representing
2 them to ask for the best for them.
3 CHAIRMAN REINHARD: Thank you, Todd.
4 Kim, do you want to continue?
5 MS. GRINSTON: Yes, 436.031 would be our
6 next section. This has some substantial revisions.
7 Number one, it would require that the trustee be a
8 state or federally chartered financial institution --
9 which it requires now -- but it would prevent
10 controlled relationships, relationships where the
11 financial institution is controlled by or under the
12 common control of the seller. And it has some
13 definitions to accomplish that.
14 I believe this is modeled after what is currently
15 in the Department of Insurance's provisions. I
16 believe that is where a lot of this language may have
17 come from.
18 Subsection 2 is being amended to delete the
19 possibility or the availability of using an
20 independent financial advisor. Under the portions
21 that are being deleted, the trustee would be
22 responsible for the trust and also investment of the
23 trust.
24 So, in Subsection 4, all the provisions that
25 relate to a qualified assessment provider have been

1 deleted. And again, the 100 percent trusting
2 requirement is included in that as well.
3 Moving on to Page 12, Subparagraph 3, this is new
4 language.
5 And board members, I'm sorry, do you have any
6 questions about anything that was on Page 11?
7 MS. GERSTEIN: No.
8 MR. VERNON: No.
9 MS. GRINSTON: Subparagraph 3 basically
10 says that investments of trust money must be designed
11 to increase the value of the preneed funds, and it
12 would prohibit any investment that doesn't have the
13 potential to increase the value of the funds.
14 And I believe that's our last change on Page 12.
15 MS. GROSS: May I ask a question on that to
16 clarify?
17 CHAIRMAN REINHARD: Yes.
18 MS. GROSS: On No. 3 -- and going back to
19 if someone brings in a policy and assigns it to the
20 funeral home and it is with a preneed contract -- is
21 that going to be effective? That's not talking about
22 that private policy that they are bringing in and
23 you're assigning?
24 MS. GRINSTON: DJ, I'm sorry, could you say
25 that again?

1 MS. GROSS: On that section that you were
2 just talking about, in the instances where consumers
3 bring in, say, an Old American policy of 4,000 and
4 assign it -- or whatever it would be -- and that's
5 tied to a preneed contract, in exchange for an
6 assignment or being made beneficiary, will that be
7 affected by the language of this?
8 MS. GRINSTON: I don't believe it will.
9 Moving on to Page 13, and again, we are still in
10 Subsection 436.031.
11 There's a new Subsection 7 which would require,
12 again, that funds be deposited in trust or joint
13 accounts within 45 days of receiving them, the seller
14 would be required to notify the provider within
15 30 days of receiving a payment, anyone who pays in
16 cash would have to sign a receipt and must receive a
17 copy of that receipt.
18 And I believe that language may have come from
19 Representative Kuessner's bill.
20 The next change we have is on Section 436.035.
21 For board members, that's Page 14.
22 Subsection 1 would be amended to provide that the
23 seller has to notify the provider in writing of
24 payments made to the purchaser on a cancellation.
25 It says that if it's cancelled an amount equal to

1 all payments made by the purchaser must be refunded.
2 And so, 100 percent of what the purchaser paid would
3 have to be refunded on the contract.
4 Subsection 2 is being amended to provide that if
5 the preneed contract is being purchased for purposes
6 of spend-down that a copy of the contract would have
7 to be given to the appropriate state authority. Which
8 would not be the board, by the way.
9 MR. McGHEE: Would that be specified then?
10 I just think that also creates a gray area if we don't
11 specify what department or what state agency that
12 should be.
13 MR. VERNON: Could we insert in that, where
14 it says that it has to be sent, just the words "if
15 requested," where it's not you have to just mail one
16 to them? Because, like Ken said, where's it going?
17 MS. DUNN: And I think that Ken may have
18 said the appropriate state agency because, the
19 transition in state government -- or government
20 agencies or federal agencies -- that name may change.
21 So, I guess we could state what it is now or
22 "designee." But we try to put language that would
23 build for the future.
24 MS. GRINSTON: And this is actually
25 Kuessner's language, I believe, as well.

1 MR. McGHEE: The reason I mention that is,
2 as a lot of you know, like Martin said as well,
3 usually if there's a department or, you know --
4 someone from the agency usually contacts the funeral
5 home to ensure that the person has a prearranged
6 irrevocable plan with the funeral home or the seller.
7 It's requested of us by them because they are doing a
8 scenario case on that individual beneficiary.
9 So, I think, in line with what Martin was saying,
10 it's kind of hard to say who is the appropriate person
11 that you would have to report to, because most times
12 they come asking you for the information.
13 However, I do feel that it would be very important
14 for the beneficiary of the contract to be made aware
15 that if he does sign the contract, and signs it being
16 irrevocable, and he's not receiving any state
17 assistance, that he or she is also aware that that
18 would not hinder them from seeking a refund if they
19 never qualified for that assistance.
20 Do you understand what I'm saying? Because a lot
21 of people are under the impression that when they sign
22 a prearranged contract, when they are 45-years-old, or
23 whatever, and they sign it being irrevocable, but they
24 never actually went onto any kind of public
25 assistance, then a lot of them believe that they can't

1 get the refund of the money that they spent because
2 they signed an irrevocable waiver although they never
3 received any public assistance.
4 Do you follow where I'm going?
5 MS. DUNN: Ken, could you put your comments
6 in writing?
7 MR. McGHEE: I will.
8 MS. DUNN: Okay. We just want to make sure
9 that we have all the comments for the record.
10 MS. GRINSTON: And Martin, would you like
11 me to amend that language to just simply say that a
12 copy must be provided if requested?
13 MR. VERNON: I think that's fine, because
14 the "if requested" eliminates the whole -- the way
15 it's written right now, the burden is on -- if
16 somebody has a state assistance contract, we, as a
17 funeral director, are required to send a contract to
18 somebody; right?
19 MS. GRINSTON: That is correct.
20 MR. VERNON: Why, if the state agency isn't
21 particularly wanting it, why are we going to put that
22 burden on us?
23 MS. GRINSTON: Martin, we can make that
24 change for you.
25 Chairman, do you want to take a motion and a vote

1 on that?

2 Martin is suggesting that we change the language

3 to provide that the contract only needs to be provided

4 if requested. And I can do that if that's a request

5 of the board.

6 CHAIRMAN REINHARD: Let's take a motion on

7 it, or we'll entertain a motion.

8 MR. MAHN: I'll make the motion.

9 CHAIRMAN REINHARD: And a second?

10 MS. GERSTEIN: Second.

11 CHAIRMAN REINHARD: Okay. Gary?

12 MR. FRAKER: Yes.

13 CHAIRMAN REINHARD: Martin?

14 MR. VERNON: Yes.

15 MS. GRINSTON: That's everyone then. I'll

16 make the change.

17 Subsections 2 and 3 essentially say that the

18 purchaser has the right to redesignate the provider,

19 and once that designation is made the seller should

20 notify the newly designated provider and the old

21 provider of the request for a change. And that's Page

22 15.

23 436.041 on Page 16 --

24 MR. OTTO: This is Don Otto. If you don't

25 want me to mention this just tell me to keep quiet.

1 The first paragraph on Page 14, 436.035.1, the
2 statement was made that this would require 100 percent
3 refund to the customer?
4 MS. GRINSTON: Yes.
5 MR. OTTO: The problem with that is the
6 word "net" in the middle of that paragraph. That
7 means you've taken something out of the whole.
8 And the way this is worded in the current law is
9 the seller pays to the purchaser the net amount and
10 then turns around and the trustee pays to the seller
11 all the amount, which indicates that the seller is
12 getting something more out of the trust than the
13 purchaser got.
14 MS. GRINSTON: I understand, Don. That's
15 noted.
16 MR. OTTO: It's not an issue if it's 100
17 percent trusting, perhaps, but if you shift that to 95
18 or something then it gets very complicated.
19 CHAIRMAN REINHARD: Board, we need to
20 probably delete that, the word "net." Thank you, Don,
21 for pointing that out.
22 MR. VERNON: I will make the motion.
23 CHAIRMAN REINHARD: I need a second.
24 MR. FRAKER: Second.
25 MS. GERSTEIN: Yes.

1 MR. MAHN: Yes.

2 MS. GRINSTON: Looking at 436.041, it

3 echoes the requirement that the seller is obligated

4 for collecting administrative oversight of all

5 payments and changes the provisions for cancelling a

6 contract for nonpayment. It essentially will provide

7 that the purchaser must be given written notice.

8 Sixty days after that written notice is delivered

9 the seller can then cancel the contract as long as

10 final written notice is given to the purchaser at the

11 time of cancellation.

12 436.045 was some language that was suggested, and

13 I think the most important thing is that for payment,

14 under .045, it would now require a certified copy of

15 the death certificate.

16 MR. VERNON: I have a question. In some

17 situations currently we do have to provide a certified

18 copy of a death certificate as a funeral director. I

19 wish someone would tell me why that is totally

20 important. Because I'm open to the idea of it, but at

21 the same token, I'm wondering if that is somehow going

22 to hinder it.

23 I do understand that it does leave the door open

24 just a little bit for somebody just creating a death

25 certificate. But I don't think in all situations

1 currently, now, it does require a certified copy to
2 get money out of a trust, or whatever, as long as it
3 would read "a copy of a death certificate." But that
4 kind of, in a way, might be a problem, too, because of
5 copying a death certificate.
6 I'm not sure I have a total recommendation on it,
7 but I see a little bit of an issue that it causes. It
8 also causes the family to have to purchase a death
9 certificate, unless that's going to be the problem of
10 the funeral director.
11 MS. GRINSTON: Are you moving that we
12 strike the death certificate language?
13 MR. VERNON: I'd really like to hear some
14 comments from someone else. Just because I raised the
15 issue, I'm not totally confident in myself that that's
16 what needs to be done. But I do see some problems.
17 CHAIRMAN REINHARD: Any board members or
18 the public?
19 MR. OTTO: This is Don Otto. The Newman
20 Funeral Home situation in Unionville, Missouri. One
21 of the criticisms that was made back then was that 436
22 did not require a death certificate which made it
23 easier for him to send in false death claims. For
24 what that's worth.
25 I would also note that there's a difference

1 between 436.045 -- dealing with certifying -- that you
2 did a funeral under a trust arrangement and the
3 provisions dealing with joint accounts.
4 Under joint accounts, the purchaser or their
5 successor has to sign the statement. Under this
6 section, any witness can sign the statement.
7 So, it's my understanding that in the Newman
8 Funeral Home situation he was signing the certificate,
9 and he just had anybody that was standing around sign
10 as a witness, and so the purchaser wasn't required to
11 sign.
12 I know that was an issue with that particular
13 situation.
14 MS. DUNN: Don, would you provide that
15 comment to us in writing?
16 MR. OTTO: I certainly will.
17 MS. GROSS: This is DJ Gross. And I don't
18 know if it could be done, but with cremations, where
19 cremations cannot occur unless a doctor is going to
20 sign and give consent for that, could there be
21 something in lieu of a certified death certificate? A
22 statement from a doctor that he is going to sign on
23 the death certificate? We fax those to our doctors
24 and they sign them or we hand deliver them for the
25 crematory.

1 Could that be a possibility, where you know then
2 the death has actually occurred, the doctor will be
3 signing, but it would save on the families having to
4 purchase an additional death certificate or the time
5 wait for a death certificate to get certified?
6 MR. McGHEE: I think isn't that more of an
7 at-need issue than a preneed issue?
8 MS. GROSS: For the doctor signing on a
9 cremation?
10 MR. McGHEE: Because he can't sign the
11 cremation until the death takes place, so you're
12 actually talking about an at-need contract as opposed
13 to a preneed contract.
14 MS. GROSS: This would be at-need as well.
15 MR. OTTO: I think the ultimate problem is
16 what if it takes you 90 days to get a death
17 certificate because you can't get the doctor to sign
18 it?
19 MR. VERNON: I know what you are saying.
20 For 99 percent of the funeral homes, I think it would
21 be great if we didn't have to file a death
22 certificate.
23 And I think, under the circumstances we are under,
24 again, what we've been put under in this state, if we
25 redo this whole law and it doesn't require a certified

1 death certificate, and the next business comes along,
2 and that's how they loophole through, and it ends up
3 there being a problem, and we are addressing that
4 problem just because we left out certify. And I know
5 what you're saying.
6 And yeah, most of us would just file it like it
7 is, right. And again, I think we are trying to
8 protect the public in all directions.
9 And as far as -- I agree with Kenny McGhee -- the
10 doctor signature for a cremation, I don't think we are
11 going to start calling doctors to send a written
12 notice over so we can get paid quicker. I don't think
13 they're going to go for that.
14 CHAIRMAN REINHARD: I think that any
15 funeral director that wants his money is going to get
16 the death certificate signed, and especially after we
17 have the electronic death certificate in place. It
18 will be a lot quicker for everybody.
19 MR. McGHEE: That was a great point, Jim.
20 And I know that when I was at the last meeting and
21 spoke of these death certificates being filed online,
22 perhaps maybe when they are filed online, maybe the
23 actual trustee or the person that's responsible for
24 releasing the money should have some kind of way to
25 electronically go in and get confirmation through the

1 electronic filing process without having to actually
2 request a hardcopy from the person filing the claim.
3 CHAIRMAN REINHARD: Gentleman, I think we
4 are done on that one. Move along, Kim.
5 MS. GRINSTON: And 436.048, I think that
6 was just amended to correct some section numbers. The
7 same thing with 436.051.
8 On .053, this deals with joint accounts. Once
9 again, it has a 100 percent deposit requirement for
10 all moneys received.
11 I'm going to also add language that says that a
12 contract written for funds that are going into
13 adjoining accounts must comply with all the other
14 requirements of 426.027 for all other preneed
15 contracts.
16 Sub 1, of 436.051, is being amended to require the
17 name and address of the financial institution where
18 the joint account will be.
19 Going to Sub 3, there was language that was added.
20 I think this is Representative Kuessner's language
21 that just says that monies held in joint accounts
22 shall provide that the income generated by the monies
23 will be used to pay the actual expenses of
24 administering the agreement, and the balance of the
25 income must be reinvested in a preneed account.

1 Subparagraph 4 talks about cancellation of the
2 contract, and it says to honor cancellation before
3 payment is issued they should get -- there should be
4 evidence that notice was given to the funeral provider
5 and the purchaser.
6 Subparagraph 5 again has that language that talks
7 about the copy of the contract on a spend-down
8 arrangement being sent to the appropriate agency.
9 Martin, would it be your request that we add the
10 "if requested" here as well?
11 MR. VERNON: Yes. Just amend my motion to
12 both places.
13 MS. GRINSTON: Is there a second consent to
14 the amendment?
15 CHAIRMAN REINHARD: We need a second.
16 MS. GERSTEIN: I'll second.
17 CHAIRMAN REINHARD: Todd?
18 MR. MAHN: Yes.
19 CHAIRMAN REINHARD: Gary?
20 MR. FRAKER: Yes.
21 CHAIRMAN REINHARD: Thank you. Continue.
22 MS. GRINSTON: On Page 19, this is
23 Subparagraph 2 of 436.052.2, it says it would require
24 the seller to give a written statement of all deposits
25 made to a joint account within 15 days after the

1 purchaser makes a request.

2 434.054 basically talks about and limits

3 investments or insurance contracts used to fund a

4 preneed contract to a whole life insurance policy. It

5 requires notification to the purchaser that the funds

6 are going to be used to purchase life insurance.

7 And if the insurance portion of the contract is so

8 sold by an agent who is an employee or an agent of the

9 seller, that relationship would also have to be

10 disclosed.

11 And of course, insurance agents would be --

12 amended language -- would simply be required to comply

13 with all insurance laws governing the sale of the

14 policy.

15 Removed from the bill were some disclosure

16 requirements that were in, I believe, Representative

17 Meadows' bill.

18 Subsection 2 was a new section. It would

19 essentially say that, except for purposes of

20 spend-down, the purchaser of the contract must be the

21 owner of the life insurance policy and would be the

22 only person who would be able to make changes. In no

23 event would the owner of the policy be allowed to be

24 the preneed seller.

25 Moving on to Page 21, this is a new Subsection 3.

1 It says: In no event shall the seller collect from
2 the purchaser more than what is needed to fund the
3 insurance policy.
4 436.055 once again streamlines the current review
5 process by the board and basically says that the board
6 is the entity that will review the complaint, send it
7 out for outside audit, and then make a decision on
8 whether to refer for disciplinary action.
9 Any questions on that so far?
10 MS. GERSTEIN: No.
11 MR. VERNON: No.
12 MR. FRAKER: No.
13 MR. MAHN: No.
14 MS. GRINSTON: Subsection 3, which is a new
15 subsection, basically allows the board to do a random
16 or targeted examination of audit, an independent
17 audit, and would allow the board to assess the costs
18 of the examination, audit or investigation against the
19 licensee in the Board's discretion.
20 436.059, that you see there, is a work in
21 progress. What we were asked to do is draft language
22 that will allow the board to suspend a license if we
23 are aware of a shortage or a misappropriation from a
24 trust account.
25 There's still some language that I need to work on

1 with .059 just to accomplish that purpose, but I think
2 the goal of that is to have the language simply read
3 that the board may suspend the license without going
4 through the current AHC process if we are aware of a
5 certain shortage of funds or a misappropriation of
6 preneed funds.
7 MS. GERSTEIN: Do we need a motion on that?
8 MS. GRINSTON: Not right now, Joy, I don't
9 believe so.
10 I think that will address a situation where
11 there's an identified shortage the board right now
12 cannot go in and suspend the licensee, it has
13 generally no authority to do so, and it would have to
14 go through the AHC process. This would automatically
15 give the board the authority to reach those licenses.
16 We have a new section, 436.059.2, which would
17 require good moral character for any preneed
18 registration, registrant or an applicant for
19 registration, or any officer, owner, partner of any
20 entity that is going to be a preneed registrant.
21 I need to back up. Before that, for the mandatory
22 suspension language that is in the bill, the board
23 would have the authority to waive the mandatory
24 suspension if there's evidence that a person has been
25 rehabilitated and the board deems that the license

1 should be issued.

2 436.061 changes the criminal provisions of the

3 bill. It now says that the criminal felony language

4 that is currently applicable in 436 would only apply

5 if the violation of 436 was by incompetence,

6 misconduct, gross negligence, fraud, misrepresentation

7 or dishonesty. And the Attorney General would have

8 concurrent jurisdiction with any local prosecutor to

9 prosecute under this section.

10 And then what you'll see in, I think, the next set

11 of major changes -- and this is something that we are

12 going to have to add back in -- the bill also had

13 language that would allow for disciplinary action

14 against a licensee for someone who has failed to renew

15 or denying an applicant for many of the reasons

16 currently in 333.

17 Of course, we removed language that would be

18 applicable only to funeral directors, but it would

19 standardize the language for preneed registrants so

20 that we could discipline someone for fraud, misconduct

21 and for things that are outside of what is

22 specifically spelled out in 436.

23 And again, that language pretty much mirrors

24 Chapter 333 and would require a hearing before the

25 Administrative Hearing Commission.

1 Finally, on Page 26. The confidentiality language
2 of 436 has been changed. Right now, under 436.067,
3 there are very intricate provisions on what is
4 confidential and what is not confidential. The new
5 language would simply provide that everything is
6 closed unless otherwise authorized by statute or an
7 order of the court.
8 Finally, 436.068 would allow the board to have
9 rulemaking authority under 436, and that would include
10 establishing any fees and also establishing
11 qualifications for the fitness of a registrant.
12 436.069, which is on Page 27. The fees in 436.069
13 would be amended to do two things; first, that section
14 would allow the board to set fees as determined by
15 rule.
16 Until such time as the board establishes a fee,
17 the annual reporting fee for sellers would be a change
18 to $5 for each preneed contract. And for providers,
19 the annual reporting fee would be $40 or an amount to
20 be determined by the board by rule.
21 436.072 would allow the board access to any
22 premises for the purposes of inspection of any place
23 where preneed providers and sellers are operating.
24 Board, those are the changes.
25 CHAIRMAN REINHARD: Board, we probably need

1 to readdress one section here since we had some public
2 comments that were concerned about the percentage.
3 Would anybody entertain the motion to, say, like,
4 90/10?
5 MR. FRAKER: I would make that motion.
6 CHAIRMAN REINHARD: Do I have a second?
7 MR. VERNON: I'll second.
8 CHAIRMAN REINHARD: Joy?
9 MS. GERSTEIN: Yes.
10 CHAIRMAN REINHARD: Todd?
11 MR. MAHN: Yes.
12 CHAIRMAN REINHARD: Thank you. That at
13 least corrects that so we can correct that in the
14 bill.
15 MS. DUNN: This is Becky Dunn. I want to
16 make sure everyone knew that our "registration" is
17 going to be changed to "licensed." And that if you
18 have any comments, those need to be provided to the
19 e-mail or the phone number that we provided to you
20 earlier by noon tomorrow.
21 The board will make every attempt to have an open
22 meeting at nine o'clock on Monday so that we can
23 finalize and have all your recommendations or comments
24 reviewed by the board and adjusted in this language.
25 Also, if anyone's in Jeff City it would be very

1 helpful if you could come to the office instead of
2 conference call.
3 And if you want to be on our conference call on
4 Monday at 9 a.m., please e-mail that information to
5 the state board, and you can e-mail it to me or to the
6 general e-mail address. And we need your phone number
7 and your name.
8 And as you can tell, we are working extensively on
9 this, so be patient with us as we try to get out these
10 revisions to you.
11 MR. OTTO: I just had a question. Is there
12 some intention to try to file this this year?
13 MS. DUNN: Yes, Don.
14 MR. OTTO: I mean, the filing deadline just
15 passed.
16 MS. CLARKSTON: That is correct, the filing
17 deadline just passed. There are two bills out --
18 MR. OTTO: Are you thinking substitute
19 amendment?
20 MS. CLARKSTON: Yes, I'm exactly thinking
21 that. I have contacted a couple members of the
22 General Assembly and they're waiting on this draft,
23 and they are very much interested in filing that
24 substitute.
25 CHAIRMAN REINHARD: Any questions?

1 MR. STALTER: This is Bill Stalter. Did
2 you say you need the comments by noon tomorrow?
3 MS. DUNN: Correct.
4 MR. STALTER: One other question. You went
5 to 100 hundred percent and now we're down to 90/10,
6 but the section about the accrual of income or the
7 distribution of income has stayed the same; is that
8 correct?
9 MS. GRINSTON: Can you ask that again?
10 MR. STALTER: The section that allows the
11 seller to withdraw income currently -- which is
12 .031 but used to be point three, but now is point four
13 on Page 12 -- it doesn't look to be changed except for
14 that slight change.
15 MS. GRINSTON: That's correct.
16 MS. DUNN: Kim, the board voted when you
17 stepped out to go 90 instead of 100. And I think what
18 Bill is concerned about is that we would adjust any
19 sections that reflected that. Is that correct, Bill?
20 MR. STALTER: I just wanted to clarify that
21 the seller can still take out income currently.
22 MS. GRINSTON: No, I don't think it
23 changes -- that this draft would change any other
24 income allowances.
25 MR. STALTER: And one other question that

1 had to do with definitions.

2 And now we're looking at what the definition of

3 funeral merchandise is. And it looks to be that

4 there's a deletion that would pull grave spacers,

5 markers and monuments into the definition where it

6 used to be that they were only pulled in if there was

7 a companion agreement?

8 MS. GRINSTON: I believe that is correct.

9 I think that language may have come from

10 Representative Kuessner's bill, if I'm not mistaken --

11 one of the bills that's currently filed. But I do

12 think that is correct.

13 CHAIRMAN REINHARD: Any other questions?

14 MR. OTTO: Was there going to be a

15 definition of apprentice funeral director?

16 MS. CLARKSTON: Is that defined in 333?

17 We'll just copy it over.

18 MS. GRINSTON: I think we can pull the

19 definition from 333.

20 MR. OTTO: I'm not sure there's a good

21 definition in 333.

22 MS. DUNN: Well, there isn't a definition.

23 I believe that there's a reference of an apprentice

24 funeral director working for a funeral director. Now,

25 we don't have a definition, it's a reference in the

1 rule.

2 MS. GRINSTON: I don't have 333 in front of

3 me.

4 Don, we can pull over whatever language is used in

5 either the rules or 333 and maybe narrow that down,

6 because it probably would be good to clarify that.

7 MR. OTTO: I don't think there is a good

8 definition in 333, to be honest with you. There's

9 some references to it.

10 MS. GRINSTON: We'll take a look at it,

11 Don.

12 CHAIRMAN REINHARD: We note that, Don,

13 thank you.

14 Any other comments? If not, we appreciate the

15 members making comments. We need a motion to go into

16 closed.

17 The board will move into closed section pursuant

18 to Section 6.0021, Subsection 1, of the Revised

19 Statutes of Missouri.

20 MR. VERNON: Somebody was asking about a

21 point, in the background there, and I'm not sure if it

22 was Representative Meadows' office.

23 MS. NEWMAN: I'm innocent. I was just

24 taking notes.

25 MR. VERNON: I just heard a female voice.

1 MS. SUMMERVILLE: This is Kalene, and I
2 have questions. There's a gentleman there that kept
3 alluding to what is going on in the state. Would you
4 discuss that point?
5 Kalene Summerville with the Summerville Funeral
6 Home.
7 MS. GRINSTON: Are you asking a member of
8 the public what they may have been referring to? I
9 don't know who made the comment.
10 CHAIRMAN REINHARD: We didn't hear anybody
11 mention anything.
12 MS. SUMMERVILLE: The gentleman was
13 referring to what has been going on in the state in
14 last few weeks. Didn't he make a comment on that?
15 MS. GRINSTON: I don't know what the
16 gentleman that made the comment may have been
17 referring to.
18 PUBLIC MEMBER: I heard the same comment,
19 and I would like to hear it. I think, if I'm not
20 mistaken, it might have been Todd. But the comment
21 was --
22 MS. SUMMERVILLE: And it was with the
23 100 percent funding, and he made the comment: With
24 what we've been faced with in the state the last
25 couple weeks we wanted to make sure that people are

1 secure.

2 And we would like to know what's going on.

3 MR. MAHN: Kim, this is Todd. Do you want

4 to answer, or do you want me to?

5 MS. DUNN: I think that Kim will answer.

6 MS. GRINSTON: I don't know if the

7 gentleman caller was talking about the press release

8 issued by the board and what issue may have occurred

9 in the last couple weeks.

10 One thing we do know is that there was a press

11 release issued by the board in regards to NPS. A

12 memorandum of understanding has been entered with NPS

13 and the board to temporarily suspend all sales of

14 preneed contracts in the State of Missouri. The board

15 is currently reviewing some concerns with NPS, and

16 that memorandum of understanding was entered into

17 yesterday.

18 Now, I don't know if that's what the reference was

19 too, but that's the only thing I can think of.

20 MR. MAHN: That's exactly what it was to,

21 Kim.

22 MS. SUMMERVILLE: How do we know how to

23 proceed if we have money with NPS and what is going

24 on?

25 CHAIRMAN REINHARD: I think that would be

1 up to your funeral home and how you handle business
2 with NPS.
3 MS. GRINSTON: And the other thing, I guess
4 putting on my legal hat now, the purpose of the open
5 call with the open agenda was to discuss the
6 legislation.
7 I would suggest that if you have any questions
8 about that would you please contact the Board's office
9 or the press representative for the department, and
10 we'll be able to assist in any way that we can, but I
11 think that for right now we should probably restrict
12 our comments to the legislation and/or the motion to
13 close if we are still proceeding with that.
14 CHAIRMAN REINHARD: Martin, you made a
15 motion to go into close?
16 MR. VERNON: I make that motion.
17 MR. MAHN: Second.
18 CHAIRMAN REINHARD: Joy?
19 MS. GERSTEIN: Yes.
20 CHAIRMAN REINHARD: Gary?
21 MR. FRAKER: Yes.
22 CHAIRMAN REINHARD: Once again, thank you,
23 members of the public, and we'll talk to you Monday.
24 (WHEREIN, the recorded portion of the meeting was
25 concluded.)

1 CERTIFICATE OF REPORTER

2

3

4 I, Mindy Vislay, Certified Court Reporter with the
5 firm of Midwest Litigation Services, and Notary Public
6 within and for the State of Missouri, do hereby
7 certify that I was personally present at the
8 proceedings had in the above-entitled cause at the
9 time and place previously described; that I then and
10 there took down in Stenotype the proceedings had; and
11 that the foregoing is a full, true and correct
12 transcript of such Stenotype notes so made at such
13 time and place.

14

15

16

17 Mindy Vislay

18 Mindy Vislay, CCR

19 Notary Public (County of Cole)

20 My commission expires March 19, 2011

21

22 MINDY VISLAY
NOTARY PUBLIC
NOTARY SEAL
STATE OF MISSOURI
COMMISSION # 07025735

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