



Virginia Department of  
**Health Professions**

Virginia Board of Funeral Directors and Embalmers  
9960 Mayland Drive, Suite 300  
Henrico, VA 23233  
Phone: 804-367-4479 Fax: 804-939-5973  
Email: funeralinspections@dhp.virginia.gov

Facility License Number and Expiration:		Exp:	Inspection Type:			
Establishment Name:						
Type of Establishment			Inspection Results:			
Address:						
City:			Date:			
State:			Inspector Name:			
Zip Code:						
Phone Number:						
Fax Number:						
Email:			Inspection Emailed To (person):			
Manager of Record:			Inspection Emailed To (email address):			
Manager's License Number and Expiration:		Exp:	Inspector Comments Below:			
Prep Room On Site						
Pre-Need contracts on Site						
Attachments Being Sent to the Board						

ESTABLISHMENT LICENSE & MANAGER OF RECORD	Result	Notes
<b>§54.1-2800</b>		
FOR NEW OR CHANGE OF LOCATION INSPECTIONS ONLY: A Certificate of Occupancy (CO) issued by the local building official. (The Board needs a copy of the CO)		
<b>18VAC65-20-50</b>		
Each licensee shall post an original or photocopy of his license in a place conspicuous to consumers of funeral services in each establishment or branch where the licensee practices.		
<b>18VAC65-20-50</b>		
The establishment license shall be posted in a place conspicuous to consumers of funeral services.		
<b>18VAC65-20-170</b>		
Except as provided in §54.1-2810 of the Code of Virginia, every funeral service establishment and every branch or chapel of such establishment, regardless of how owned, shall have a separate manager of record who has responsibility for the establishment as prescribed in 18VAC65-20-171.		
Every funeral establishment shall have a manager of record who is employed full time by and in charge of the establishment. The manager shall be fully accountable for the operation of the establishment. The MOR's duties include but are not limited to:		
Maintenance of facility		
Retention of reports and documents as prescribed by the board in 18VAC65-20-700		
Reporting to the board of any changes in information as required by 18VAC65-20-60		
Correcting or seeking corrections of any deficiencies identified during the course of an inspection of the establishment		
<b>STANDARDS FOR EMBALMING AND REFRIGERATION</b>	<b>Result</b>	
<b>EMBALMING REPORT, DOCUMENTATION OF EMBALMING, REFRIGERATION REQUIREMENTS</b>		
<b>18VAC65-20-510</b>		
Every funeral establishment shall record and maintain a separate, identifiable report for each embalming procedure conducted, which shall at a minimum include the following information:		
1. The name of the deceased and the date of death;		
2. The date and location of the embalming;		
3. The name and signature of the embalmer and the Virginia license number of the embalmer; and		
4. If the embalming was performed by a funeral service intern, the name and signature of the supervisor, and		
5. The name of each student and the signature of the supervisor of any mortuary science student who assisted in the embalming.		

§54.1-2811.1 18VAC65-20-510		
A dead human body shall be maintained in refrigeration and shall not be embalmed in the absence of express permission by a next of kin of the deceased or a court order.		
Express permission by next of kin for embalming means written authorization to embalm as a specific and separate statement on a document or contract provided by the funeral establishment. Express permission may include direct, verbal authorization to embalm, provided it is followed as soon as possible by a written document or statement signed by the next of kin confirming the verbal authorization to embalm and including the time, date, and name of the person who gave verbal authorization.		
<b>PREPARATION ROOM REQUIREMENTS</b>	<b>Results</b>	
18VAC65-20-540		
Every funeral service establishment at which embalming of dead human bodies is performed shall have at least one room used exclusively for embalming or preparation of the body		
All functions connected with embalming shall be performed within the preparation room.		
The following are required of the preparation room or rooms:		
1. The walls shall extend floor to ceiling;		
2. The floor and wall surfaces shall be of a material or covered by a material impervious to water; and		
3. The material shall extend from wall to wall with all joints tight and sanitary.		
<b>CONDITIONS OF PREPARATION ROOM</b>	<b>Result</b>	
18VAC65-20-570		
The preparation room or rooms shall be kept in a clean and sanitary condition at all times, subject to inspection.		
Inventories of embalming and preparation materials shall be stored in a container and in a manner that makes them impervious to water and protects them from contamination.		
Any items or supplies not directly used in an embalming procedure shall not be stored in the preparation room.		
<b>PREPARATION ROOM EQUIPMENT</b>	<b>Result</b>	
18VAC65-20-580		
The preparation room or rooms shall be equipped with:		
A ventilation system which operates and is appropriate to the size and function of the room		
Running hot and cold water		
Flush or slop sink connected with public sewer or with septic tank where no public sewer is available		
Metal, fiberglass or porcelain morgue table		

Covered waste container		
Instruments and apparatus for the embalming process		
A means or method for the sterilization or disinfection of reusable instruments by chemical bath or soak; autoclave (steam); or ultraviolet light		
Disinfectants and antiseptic solutions		
Clean gowns or aprons, preferably impervious to water		
Rubber gloves for each embalmer, intern, or student using the room		
An electric aspirator or hydroaspirator equipped with a vacuum breaker		
An eye wash station that is readily accessible		
A standard first aid kit that is immediately accessible, either in the preparation room or outside the door to the preparation room		
<b>DISPOSAL OF WASTE MATERIALS</b>	<b>Result</b>	
18VAC65-20-590		
Disposal of all waste materials shall be in conformity with local, state, and federal law and regulations to avoid contagion and the possible spread of disease. Upon inspection, the establishment shall provide evidence of compliance, such as a copy of a contract with a medical waste disposal company.		
<b>REFRIGERATION, HANDLING, STORAGE OF HUMAN REMAINS</b>	<b>Result</b>	
§54.1-2811.1		
Upon taking custody of a dead human body, a funeral service establishment shall maintain such body in a manner that provides complete coverage of the body and that is resistant to leakage or spillage, except during embalming or preparation of an unembalmed body for final disposition; restoration and dressing of a body in preparation for final disposition; and viewing during any visitation and funeral service.		
If a dead human body is to be stored for more than 48 hours prior to disposition, a funeral services establishment having custody of such body shall ensure that the dead human body is maintained in refrigeration at no more than approximately 40 degrees Fahrenheit or embalmed. A dead human body shall be maintained in refrigeration and shall not be embalmed in the absence of express permission by a next of kin of the deceased or a court order. "NOTE: Guidance Document 65-11 Rev January 19, 2021: The Board agreed to accept a 10% variance of the required temperature."		

<b>18VAC65-20-581</b>		
If a dead human body is to be in the possession of a funeral establishment or crematory for more than 48 hours from the time the funeral establishment or crematory takes physical possession of the body until embalming, cremation, or burial, the body shall be placed and maintained in refrigeration in a mechanical refrigeration unit suitable for storing human remains. The mechanical refrigeration unit may be located in the funeral establishment or crematory or the funeral home or crematory can enter into an agreement or contract with another funeral establishment, crematory, or other licensed entity for refrigeration. (Evidence of compliance with the requirement for refrigeration shall be maintained as a log entry or other documentation indicating times of placement in and removal of a body from refrigeration.)		
<b>§54.1-2811.1</b>		
If a dead human body is to be stored for more than 10 days prior to disposition at a location other than a funeral service establishment, the funeral service establishment shall disclose to the contract buyer the location where the body is to be stored and the method of storage.		
Funeral services establishments, crematories, or transportation services shall not transport animal remains together with dead human bodies. Further, animal remains shall not be refrigerated in a unit where dead human bodies are being stored.		
<b>STANDARDS FOR REGISTERED CREMATORIES OR FUNERAL ESTABLISHMENTS RELATED TO CREMATION</b>	<b>Result</b>	
<b>Authorization to cremate</b>		
<b>18VAC65-20-436 (A)</b>		
A crematory shall require a cremation authorization form executed in person or electronically in a manner that provides a copy of an original signature of the next-of-kin or his representative, who may be any person designated to make arrangements for the decedent's burial or the disposition of his remains pursuant to §54.1-2825, an agent named in an advance directive pursuant to §54.1-2984, or a sheriff, upon court order, if no next-of-kin, designated person or agent is available.		
The cremation authorization form shall include an attestation of visual identification of the deceased from a viewing of the remains or a photograph of the remains signed by the person making the identification.		
The identification attestation shall either be given on the cremation authorization form or on an identification form attached to the cremation authorization form.		
In the event visual identification is not feasible, a crematory may use other positive identification of the deceased as a prerequisite for cremation, pursuant to §54.1-2818.1.		

<b>Handling of Human Remains</b>		
<b>18VAC65-20-436 (C)</b>		
Human remains shall be transported to a crematory in a cremation container and shall not be removed from the container unless the crematory has been provided with written instructions to the contrary by the person who signed the authorization form.		
A cremation container shall substantially meet all the following standards:		
· Be composed of readily combustible materials suitable for cremation		
· Be able to be closed in order to provide complete covering for the human remains		
· Be resistant to leakage or spillage		
· Be rigid enough for handling with ease		
The identification of the decedent shall be physically attached to the remains and appropriate identification placed on the exterior of the cremation container.		
<b>RETENTION OF DOCUMENTS</b>	<b>Results</b>	
The following retention schedule shall apply to retention of embalming reports, price lists, and itemized statements:		
<b>18VAC65-20-700</b>		
Price lists shall be retained for three years after the date on which they are no longer effective.		
Itemized statements shall be retained for three years from the date on which the arrangements were made.		
Embalming reports shall be retained at the location of the embalming for three years after the date of the embalming.		
Documents shall be maintained on the premises of the funeral establishment and made available for inspection.		
<b>DISCLOSURES</b>	<b>Results</b>	
Funeral providers shall make all required disclosures and provide accurate information from price lists pursuant to the rules of the Federal Trade Commission. Price lists shall comply with requirements of the FTC and shall contain the information included in Appendices I, II, and III of this chapter.		

GENERAL PRICE LIST	Results	
<b>18VAC65-20-630 APPENDIX I</b>		
Caption identifying the list as the General Price List.		
Name, address & telephone number of funeral establishment.		
Effective date of the pricelist.		
<b>SECTION I – GENERAL INFORMATION</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
<b>Required Disclosure:</b> <i>"The goods and services shown below are those we can provide to our customers. You may choose only the items you desire. However, any funeral arrangements you select will include a charge for our basic services and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected."</i>		
<b>§54.1-2806 (24)</b>		
"Certain funeral services may be provided off-premises by other funeral service providers."		
<b>SECTION II - PROFESSIONAL SERVICES OF FUNERAL DIRECTOR AND STAFF</b>		
<b>APPENDIX I</b>		
Basic Services of Funeral Director and Staff      \$ _____		
<i>"This fee for our basic services and overhead will be added to the total cost of the funeral arrangements you select. (This fee is already included in our charges for direct cremations, immediate burials, and forwarding or receiving remains.)" OR Please note that a fee of \$ _____ for the use of our basic services and overhead is included in the price of our caskets. This same fee shall be added to the total cost of your funeral arrangements if you provide the casket."</i>		
Our services include: (*Note: List what charge for basic services includes)		
<b>SECTION III – FUNERAL HOME FACILITIES</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Price list includes charge and description for:		
Facilities and staff for visitation and viewing		
Facilities and staff for funeral ceremony		
Facilities and staff for memorial service		
Equipment and staff for graveside service		
(*Note: If you have additional charges such as facilities and staff for home/church viewing, or a charge for additional staff per person or through calculation of man-hours, etc., add here as extra items. If you have a charge for interment, add here. Describe what charges include.)		

<b>SECTION IV - EMBALMING</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
"Embalming is not required by law. Embalming may be necessary, however, if you select certain funeral arrangements such as a funeral with viewing. If you do not want embalming, you usually have the right to choose an arrangement that does not require you to pay for it, such as direct cremation or immediate burial.		
Embalming charge for normal and autopsy remains.		
(*Note: If the cost for embalming is the same for normal and autopsied remains, only one price may be listed)		
<b>SECTION V - OTHER PREPARATION OF THE DECEASED</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Description and price of other preparation if provided.		
(*Note: List below each preparation service that you offer and the price. If you do not charge for other preparation, remove this section.)		
<b>SECTION VI – IMMEDIATE BURIAL</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Price range for immediate burial and what is included in the charge. (*Note: A price range must be given for this service. Your prices should range from your immediate burial package with container provided by purchaser to your immediate burial package plus your most expensive casket.)		
Our charges include: (*Note: List under each category what the charge includes)		
Immediate burial with container provided by purchaser		
Immediate burial with lowest priced alternative container (*Note: If an alternative container is not offered, this line item may be omitted; if an alternative container is offered, include a brief description.)		
Immediate burial with highest priced casket		



<b>SECTION VII – DIRECT CREMATION</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Price range for direct cremation and what is included in the charge.		
Note: A price range must be given for a direct cremation. Your prices should range from direct cremation with a container provided by the purchaser to the price for direct cremation plus the highest priced casket acceptable for cremation.		
<i>"State and local laws do not require a casket for direct cremation. If you want to arrange a direct cremation, you can use an alternative container. Alternative containers encase the body and can be made of materials like fiberboard or composition materials (with or without an outside covering). The containers we provide are [specify containers]."</i>		
Describe the services included for each category listed below.		
Direct cremation with container provided by the purchaser.		
Direct cremation with each alternative container specified in the disclosure		
(*A price and description for alternative container should be provided)		
Direct cremation with highest priced casket acceptable for cremation		
<b>SECTION VIII - TRANSFER OF REMAINS TO FUNERAL ESTABLISHMENT</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Charge and description for transfer of remains to a funeral establishment.		
(*Note: This is added only when it is <u>not</u> included under professional services. You must explain what this charge includes if listed separately.)		
<b>SECTION IX - FORWARDING REMAINS TO ANOTHER FUNERAL ESTABLISHMENT</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Charge and description for forwarding remains to another funeral establishment.		
<b>SECTION X - RECEIVING REMAINS FROM ANOTHER FUNERAL ESTABLISHMENT</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Charge and description for receiving remains from another funeral establishment.		

<b>SECTION XI - AUTOMOTIVE EQUIPMENT AND SERVICES</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Charge and description for automotive equipment and services		
(*Note: Specify a range of miles for local service. If a fee is charged beyond local miles, please specify the fee per mile. The cost of any vehicle that you must rent should be included on the itemized statement as a cash advance item.)		
Use of hearse		
Use of limousine		
Other automotive equipment and services		
(*Note: You should provide a description and price for each automotive equipment and service listed.)		
<b>SECTION XII – FUNERAL MERCHANDISE</b>		
<b>18VAC65-20-630 APPENDIX I</b>		
Caskets: Price range and <i>"A complete price list will be provided at the funeral home."</i> (*Note: Statement in italics is not required if prices of individual caskets are listed on the General Price List and not on a separate Casket Price List.)		
Outer Burial Container: Price range and <i>"A complete price list will be provided at the funeral home."</i> (*Note: Statement in italics is not required if prices of individual outer burial containers are listed on the General Price List and not on a separate Outer Burial Container Price List.		
Other Funeral Merchandise: (*Note: List all other merchandise that you offer including acknowledgment cards, register book, memorial folders, etc. and include the price.)		
<b>CASKET PRICE LIST OUTER BURIAL CONTAINER PRICE LIST</b>		
<b>18VAC65-20-630 APPENDIX II</b>		
Effective date of Casket Price List <b>Date:</b>		
Effective date of Outer Burial Container Price List <b>Date:</b>		
Name, address & telephone number of funeral establishment.		
Caption identifying price list as Casket or Outer Burial Container Price List.		
Price Lists include manufacturer, price of casket, and sufficient information to describe the casket, alternative container, or outer burial container.		
Outer Burial Price Container List includes the statement: <i>State or local law does not require you to buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.</i> <b>NOTE:</b> If the funeral home services a locality that has an ordinance requiring an outer burial container in its cemeteries, this disclosure should start with the phrase, <i>"In most areas of the country,"</i> .		

ITEMIZED STATEMENT OF FUNERAL GOODS AND SERVICES	Result	
<b>18VAC65-20-630 APPENDIX III</b>		
Itemized Statement is provided to the party contracting for funeral arrangements.		
Name, address & telephone number of funeral establishment.		
Itemized Statement is signed by Licensed Funeral Director or Funeral Service Licensee and party contracting for funeral arrangements.		
<i>"If you selected a funeral that may require embalming, such as a funeral with viewing, you may have to pay for embalming. You do not have to pay for embalming you did not approve if you selected arrangements such as a direct cremation or immediate burial. If we charged for embalming, we will explain why below."</i>		
<i>"We charge you for our services in obtaining:"</i> (List each cash advance item. If you do not charge for your services and do not receive a commission or rebate from the third party, you do not have to use this disclosure.)		
<i>"Charges are only for those items that you selected or that are required. If we are required by law or by a cemetery or crematory to use any items, we will explain the reason in writing below:"</i>		
<i>"The only warranty on the casket or outer burial container, or both, sold in connection with this service is the express written warranty if any, granted by the manufacturer. This Funeral Home [or funeral home name] makes no warranty, express or implied, with respect to the casket or outer burial container."</i>		
<b>PRENEED RECORDS - GENERAL</b>		
<b>18VAC65-30-60</b>		
Preneed contracts and reporting documents shall be retained on the premises of the establishment for three years after the death of the contract beneficiary		
All preneed records shall be available for inspection by the Department of Health Professions.		
<b>18VAC65-30-70</b>		
A contract provider shall keep a chronological or alphabetical listing of all preneed contracts. The listing shall include the following:		
1. Name of contract buyer;		
2. Name of contract beneficiary;		
3. Date of contract;		
4. How contract was funded, where the contract is funded, and where the funds are maintained;		
5. Whether up to 10% of funds are retained by the contract provider for contracts funded through trust		
6. Whether funeral goods and supplies are stored for the contract buyer.		

PRENEED CONTRACTS		
<b>18VAC65-30-80</b>		
In addition to requirements of §54.1-2820 of the Code of Virginia, the contract shall contain the following:		
1. The date of the contract;		
2. Whether or not the price of the supplies and services purchased is guaranteed;		
3. The appointee agreement when applicable; and		
4. Signatures of the contract seller and the contract buyer.		
<b>§54.1-2820</b>		
It shall be unlawful for any person residing or doing business within this Commonwealth, to make, either directly or indirectly by any means, a preneed funeral contract unless the contract:		
1. Is made on forms prescribed by the Board and is written in clear, understandable language and printed in easy-to-read type, size and style.		
2. Identifies the seller, seller's license number and contract buyer and the person for whom the contract is purchased if other than the contract buyer		
3. Contains a complete description of the supplies or services purchased		
4. Clearly discloses whether the price of the supplies and services purchased is guaranteed;		
5. States if funds are required to be trusted pursuant to § 54.1-2822, the amount to be trusted, the name of the trustee, the disposition of the interest, the fees, expenses and taxes which may be deducted from the interest and a statement of the buyer's responsibility for taxes owed on the interest;		
6. Contains the name, address and telephone number of the Board and lists the Board as the regulatory agency which handles consumer complaints;		
7. Provides that any person who makes payment under the contract may terminate the agreement at any time prior to the furnishing of the services or supplies contracted for except as provided pursuant to subsection B of §54.1-2820; if the purchaser terminates the contract within 30 days of execution, the purchaser shall be refunded all consideration paid or delivered, together with any interest or income accrued thereon: if the purchaser terminates the contract after 30 days, the purchaser shall be refunded any amounts required to be deposited under 54.1-2822, together with any interest or income accrued thereon.		
8. Provides that if the particular supplies and services specified in the contract are unavailable at the time of delivery, the seller shall be required to furnish supplies and services similar in style and at least equal in quality of material and workmanship and the representative of the deceased shall have the right to choose the supplies or services to be substituted		
9. Discloses any penalties or restrictions, including but not limited to geographic restrictions or the inability of the provider to perform, on the delivery of merchandise, services or prearrangement guarantee		

<b>18VAC65-30-200</b>		
<b>Supplies &amp; Services:</b> If the contract seller will not be responsible for furnishing the supplies and services to the contract buyer, the contract seller shall attach to the preneed funeral contract a copy of the contract seller's agreement with the contract provider		
<b>§54.1-2820 18VAC65-30-230 18VAC65-30-90</b>		
<b>Disclosure Requirements:</b>		
Complies with all disclosure requirements imposed by the Board. (Question and answer format required.)		
Licensees shall receive a written acknowledgment from the contract buyer that the buyer has received a copy of the general price list and preneed disclosure questions and answers.		
<b>18VAC65-30-120</b>		
<b>Escrow account:</b> Within five banking days after the day of receipt of any money from the contract buyer and until the time the money is invested in a trust, life insurance, or annuity policy, the contract seller or the contract provider shall deposit the money into an escrow account in a bank or savings institution approved to do business in the Commonwealth.		
<b>18VAC65-30-130</b>		
<b>Real Estate</b>		
1. The preneed contract shall be recorded as an attachment to the deed whereby the real estate is conveyed; and		
2. The deed shall be recorded in the clerk's office in the circuit court of the city or county in which the real estate being conveyed is located.		
<b>18VAC65-30-140</b>		
<b>Personal Property:</b>		
1. Personal property shall be transferred by:		
a. Actual delivery of the personal property; or		
b. Transfer of the title to the personal property.		
2. Within 30 days of receiving the personal property or the title to the personal property, the licensee or person delivering the property shall:		
a. Execute a written declaration of trust setting forth the terms, conditions, and considerations upon which the personal property is delivered; and		
b. Record the trust agreement in the clerk's office of the circuit court of the locality in which the person delivering the property is living; or		
c. Record the preneed contract in the clerk's office of the circuit court of the locality in which the person delivering the property or trust agreement is living provided that the preneed contract sets forth the terms, conditions, and considerations of the trust.		

<b>§54.1-2820 18VAC65-30-170</b>		
<b>States if funds are required to be trusted pursuant to § 54.1-2822, the amount to be trusted, the name of the trustee, the disposition of the interest, the fees, expenses and taxes which may be deducted from the interest and a statement of the buyer's responsibility for taxes owed on the interest.</b>		
If funds are to be <b>trusted</b> , the following information shall be disclosed in writing to the contract buyer:		
1. The amount to be trusted		
2. The name of the trustee		
3. The disposition of the interest		
4. The fees, expenses, and taxes which may be deducted from the interest		
5. Whether up to 10% is retained by the contract provider		
6. A statement of the contract buyer's responsibility for taxes owed on the interest.		
<b>18VAC65-30-180</b>		
<b>If a <b>life insurance or annuity policy</b> is used to fund the preneed funeral contract, the contract shall contain the following information:</b>		
1. Name of the contract provider;		
2. Name and funeral license number of contract seller;		
3. Place of employment of contract seller;		
4. Name of insurance agent and agent's insurance license number;		
5. Insurance agent's employer and insurance company represented by insurance agent number.		

INTERNSHIPS		
§54.1-2817 18VAC65-40-90 18VAC65-40-250		
<b>Registration with Board:</b>		
Any funeral service, funeral directing, or embalming interns employed by the establishment, and the interns' supervisor(s), are registered with the Board as required by the Board's statutes and regulations.		
18VAC65-40-250 18VAC 65-40-10		
<b>Requirements for Supervision:</b>		
Training shall be conducted under the direct supervision of a licensee or licensees approved by the board. "Direct supervision" means that a person licensed for the practice of funeral service professional, funeral directing, or embalming is present and on the premises of the facility.		
18VAC65-30-50		
Funeral service interns shall not engage in preneed planning or sales.		
<b>COMMENTS</b>		
Funeral Inspection Report - Former Guidance Document #76-21.3.1		

REGISTRATION OF CREMATORIES	RESULTS	NOTES
<b>18VAC65-20-435 (B)</b>		
Every crematory, regardless of how owned, shall have a manager of record who has:		
I. Achieved certification by the Cremation Association of North America (CANA); the International Cemetery, Cremation and Funeral Association (ICCFA); or other certification recognized by the Board and		
II. Received training in compliance with standards of the Occupational Health and Safety Administration (OSHA) for universal precautions and blood-borne pathogens.		
<b>18VAC65-20-435 (D)</b>		
All persons who operate the retort in a crematory shall have certification by the Cremation Association of North America (CANA); the International Cemetery, Cremation and Funeral Association (ICCFA); or other certification recognized by the Board.		
Persons receiving training toward certification to operate a retort shall be allowed to work under the supervision of an operator who holds certification for a period not to exceed six months.		
A crematory providing cremation services directly to the public shall also be licensed as a funeral service establishment or shall be a branch of a licensed establishment.		
<b>18VAC65-20-435 (F)</b>		
(New Crematory Applicants) The crematory applicant received Board authorization to conduct a test cremation prior to authorization.		
<b>AUTHORIZATION TO CREMATE</b>		<b>NOTES</b>
<b>18VAC65-20-436 (A)</b>		
A crematory shall require a cremation authorization form executed in person or electronically in a manner that provides a copy of an original signature of the next-of-kin or his representative, who may be any person designated to make arrangements for the decedent's burial or the disposition of his remains pursuant to §54.1-2825, an agent named in an advance directive pursuant to §54.1-2984, or a sheriff, upon court order, if no next-of-kin, designated person or agent is available.		



The cremation authorization form shall include an attestation of visual identification of the deceased from a viewing of the remains or a photograph of the remains signed by the person making the identification.		
The identification attestation shall either be given on the cremation authorization form or on an identification form attached to the cremation authorization form.		
In the event visual identification is not feasible, a crematory may use other positive identification of the deceased as a prerequisite for cremation, pursuant to §54.1-2818.1.		
<b>STANDARDS FOR CREMATION</b>		<b>NOTES</b>
18VAC65-20-436 (B)		
Every crematory shall provide evidence at the time of an inspection of a permit to operate issued by the Department of Environmental Quality (DEQ).		
A crematory shall not knowingly cremate a body with a pacemaker, defibrillator or other potentially hazardous implant in place.		
A crematory shall not cremate the human remains of more than one person simultaneously in the same retort, unless the crematory has received specific written authorization to do so from the person signing the cremation authorization form.		
A crematory shall not cremate nonhuman remains in a retort permitted by DEQ for cremation of human remains.		
<b>REFRIGERATION AND HANDLING OF HUMAN REMAINS</b>		<b>NOTES</b>
18VAC65-20-436 (B)		
Whenever a crematory is unable to cremate the remains within 24 hours upon taking custody thereof, the crematory shall maintain the remains in refrigeration at approximately 40 degrees Fahrenheit or less, unless the remains have been embalmed.		

18VAC65-20-581		
<p>If a dead human body is to be in the possession of a funeral establishment or crematory for more than 48 hours from the time the funeral establishment or crematory takes physical possession of the body until embalming, cremation, or burial, the body shall be placed and maintained in refrigeration in a mechanical refrigeration unit suitable for storing human remains. The mechanical refrigeration unit may be located in the funeral establishment or crematory or the funeral home or crematory can enter into an agreement or contract with another funeral establishment, crematory, or other licensed entity for refrigeration. (Evidence of compliance with the requirement for refrigeration shall be maintained as a log entry or other documentation indicating times of placement in and removal of a body from refrigeration.)</p>		
18VAC65-20-436 C		
Human remains shall be transported to a crematory in a cremation container and shall not be removed from the container unless the crematory has been provided with written instructions to the contrary by the person who signed the authorization form.		
A cremation container shall substantially meet all the following standards:		
a. Be composed of readily combustible materials suitable for cremation		
b. Be able to be closed in order to provide complete covering for the human remains		
c. Be resistant to leakage or spillage		
d. Be rigid enough for handling with ease		
No crematory shall require that human remains be placed in a casket before cremation nor shall it require that the cremains be placed in a cremation urn, cremation vault or receptacle designed to permanently encase the cremains after cremation.		
Cremated remains shall be placed in a plastic bag inside a rigid container provided by the crematory or by the next-of-kin for return to the funeral establishment or to the next-of-kin		
If cremated remains are placed in a biodegradable container, a biodegradable bag shall be used.		

If placed in a container designed for scattering, the cremated remains may be placed directly into the container if the next-of-kin so authorized in writing.		
The identification of the decedent shall be physically attached to the remains and appropriate identification placed on the exterior of the cremation container.		
The crematory operator shall verify the identification on the remains with the identification attached to the cremation container and with the identification attached to the cremation authorization.		
The crematory operator shall also verify the identification of the cremains and place evidence of such verification in the cremation record.		
RECORDKEEPING		NOTES
18VAC65-20-436 (D)		
A crematory shall maintain the records of cremation for a period of three years from the date of the cremation that indicate the name of the decedent, the date and time of the receipt of the body, and the date and time of the cremation.		
Cremation records shall include:		
1. The cremation authorization form signed by the person authorized by law to dispose of the remains and the form on which the next-of-kin or the person authorized by §54.1-2818.1 to make the identification has made a visual identification of the deceased or evidence of positive identification, if visual identification is not feasible		
2. The permission form from the medical examiner		
3. The DEQ permit number of the retort used for the cremation and the name of the retort operator.		
4. The form verifying the release of the cremains, including date and time of release, the name of the person and the entity to whom the cremains were released and the name of the decedent		
Comments		
Crematory Inspection Report - Former Guidance Document #76-21.3.2		