

STATE OF IOWA
BEFORE THE BOARD OF MORTUARY SCIENCE EXAMINERS

_____)
IN THE MATTER OF)
)
PARKS FUNERAL SERVICE d/b/a) **CONSENT AGREEMENT**
HIGHLAND PARK FUNERAL HOME,)
)
APPLICANT)
_____)

The Iowa Board of Mortuary Science Examiners (Board) and Jon F. Peterson (Applicant) enter into this Consent Agreement (Agreement) pursuant to Iowa Code Sections 17A.10, 272C.3(4) (2001).

1. The parties acknowledge the following:

- (A) On July 15, 2002, the Applicant submitted an application to the Board for a new funeral establishment license for the establishment located at 3500 6th Avenue, Des Moines, Iowa.
- (B) On July 31, 2002, the Applicant submitted an amended application to the Board for a new funeral establishment license for the establishment located at 3500 6th Avenue, Des Moines, Iowa.
- (C) The Applicant owns and maintains the funeral establishment located at 3500 6th Avenue, Des Moines, Iowa. The establishment located at 3500 6th Avenue, Des Moines, Iowa, is not, nor has it ever been, licensed by the Board as a funeral establishment.
- (D) It is a violation of law to establish, conduct, or maintain an unlicensed funeral establishment in the State of Iowa. See Iowa Code §§ 156.4(1), 156.14(1), 156.15(1) (2001).
- (E) Without admission of wrongdoing or guilt, the Applicant does not contest that the funeral establishment located at 3500 6th Avenue has been established, conducted, and currently maintained without proper licensure since 1996.

- (F) Establishing, conducting, or maintaining a funeral establishment without proper licensure is grounds for denying an application for a new funeral establishment license. See Iowa Code § 156.15(2) (2001).

2. Upon approval of this Agreement by the Board, the Applicant shall receive a license to operate the funeral establishment located at 3500 6th Avenue, Des Moines, Iowa, subject to a probationary term of eighteen months commencing upon the execution date of this Agreement. The execution date is that date which accompanies the Board Chairperson's signature. During the probationary period instituted pursuant to this Agreement, the Applicant shall comply with the following terms:

- (A) The Applicant and his employees and agents shall comply with all state and federal statutes and administrative rules applicable to the sale of funeral goods and services and the operation of a funeral establishment in the State of Iowa, including, but not limited, to compliance with all licensing requirements.
- (B) The Applicant shall provide all necessary supervision over his employees and agents so as to prevent at his funeral establishment the violation of any state and federal statute or administrative rule applicable to the sale of funeral goods and services and the operation of a funeral establishment in the State of Iowa.
- (C) Within his funeral establishment, the Applicant shall only permit a licensed funeral director to perform those activities for which licensure as a funeral director is required under Iowa law. Activities for which licensure as a funeral director is required under Iowa law includes, but is not limited to:
- making funeral arrangements
 - furnishing funeral services in relation to the sale of any casket, vault, or other burial receptacle
 - embalming
- (D) The Applicant shall ensure that its employees' or agents' actions in removing and transferring dead human remains in the State of Iowa are accomplished in conformance with all applicable statutes and administrative rules.
- (E) Within 15 days of the notification of the Board's approval of this Agreement, the Applicant shall provide the Board in writing the following information:

- (1) The name of all current employees of the Applicant.
- (2) The name of all persons, other than the Applicant's employees, who are currently authorized by the Applicant to use the Applicant's funeral establishment to sell funeral goods and services and/or provide funeral services.

For each person named, the Applicant shall verify whether that person is a licensed funeral director and/or possesses a permit to sell pre-need funeral services by providing to the Board that person's funeral director license and/or pre-need sales permit number and the expiration date of the applicable license and/or permit. The Applicant shall advise the Board in writing within fifteen days of any additions or deletions to the listing of persons the Applicant is required to identify pursuant to this provision or any changes in the identified persons' licensure or permit status.

- (F) The Applicant shall file monthly case reports with the Board for every funeral performed at the Applicant's funeral establishment. The case reports required by this Agreement shall be submitted to the Board by the tenth day of each month. The monthly case reports shall be typewritten and submitted on forms supplied by the Board and shall attest to the following information for each funeral occurring since the previous report was due:

- (1) Name of decedent.
- (2) Date, place, and time of death.
- (3) Date and time of removal of decedent's remains.
- (4) Name of person making removal of decedent's remains.
- (4) The date, time, and place funeral arrangements were made.
- (5) Name, addresses, and telephone numbers of decedent's representatives making funeral arrangements.
- (5) The date, time, and place embalming was performed.
- (6) The date, time, and place of any memorial or funeral service.
- (7) The funeral director or other authorized person making funeral arrangements, embalming remains, and/or conducting memorial or funeral services.
- (8) Means and place of final disposition of decedent's remains. If final disposition is by cremation, identify name and address of cremation establishment utilized.

The Board or its designee may contact any person whose name is provided in these reports. In addition, the Board or its designee shall have access to randomly review selected files relating to the case reports required by this Agreement from the Applicant's funeral establishment. The failure of the Applicant to provide complete and truthful information in the monthly case reports shall constitute a violation of this Agreement.

- (G) The Applicant's funeral establishment license shall be issued in the name of Parks Funeral Service d/b/a (doing business as) "Highland Park Funeral Home." The Applicant shall not, nor allow others, to reference the funeral establishment located at 3500 6th Avenue, Des Moines, Iowa, by any name except "Highland Park Funeral Home" or "Arnold's Highland Park Funeral Home" in any advertising, marketing, or other promotional material.
- (H) Upon request of the Board, the Applicant shall appear before the Board to report on the status of the operations of the Applicant's funeral establishment and to answer any questions or concerns the Board may have regarding the Applicant's compliance with this Agreement. The Board shall provide the Applicant with reasonable notice of the date, time, and place for any requested appearance. The Applicant agrees that any such appearance would be governed by 645 Iowa Administrative Code section 9.7 (June 2, 1999) and that he waives any and all objections to the members of the Board both participating in the appearance and later participating as decision makers in a contested case proceeding.

3. In recognition of the violation detailed above in subparagraph 1-E, the Applicant voluntarily agrees that as a condition for receiving a new funeral establishment license, the Applicant shall pay a civil monetary penalty in the amount of one thousand dollars (\$1,000.00) within 60 days of the execution date of this Agreement to the Board for deposit in the Iowa General Fund.

4. By entering into this Agreement, the Applicant acknowledges and voluntarily waives his right to adjudicate the merits of his pending application for a new funeral establishment license through the commencement of a contested case proceeding before the Board, and all rights attendant to a contested case proceeding including the right to seek judicial review of the Board's actions.

5. Should the Applicant violate the terms of this Consent Agreement in any respect, the Board may institute formal disciplinary proceedings against the Applicant as

authorized by Iowa law. The Board shall only consider those acts committed by the Applicant or his employees and agents after the execution date of this Agreement in determining the Applicant's compliance with this Agreement.

6. This Agreement shall be made part of the permanent record of the Board of Mortuary Science Examiners and shall be considered by the Board in determining the nature and severity of any disciplinary action to be imposed against the Applicant establishment in the event of future violations.

7. This Agreement is only applicable to the disposition of the Applicant's pending application for a new funeral establishment license and shall not be binding or dispositive as to any offenses or violations of the law actionable by the Board that the Applicant or his employees or agents may have committed in their individual capacities.

8. The Applicant voluntarily submits this Agreement to the Board for its consideration. This Agreement is subject to approval by the Board. If the Board fails to approve this Agreement, it shall be of no force or effect on either party.

9. This Agreement is public record pursuant to Iowa Code Sections 272C.3(4) and 272C.6(4) (2001).

10. Upon successful completion of the probationary term prescribed by this Agreement, the Applicant shall be granted unrestricted licenses to operate the above described funeral establishment in the State of Iowa.

WHEREFORE, the terms of this Consent Agreement are agreed to and accepted by the Iowa Board of Mortuary Science Examiners and the Applicant.

This Consent Agreement is approved by the Board on December 12, 2002.