			Approved	4-24-84		•
			Approved		Date	
MINUTES OF THE HOUSE	COMMITTEE	ON FEDERAL	L & STATE	AFFAIRS		·
The meeting was called to order by	Rep. R	obert H. M:	iller			at
The meeting was carred to order sy			Chairperson			
8:30 <u>a.m./p.m.</u> on <u>Apr</u>	il ll		, 1986	in room52	26S	of the Capitol.
All members were present except:						
Rep. Peterson - E						

Committee staff present:

Lynda Hutfles, Secretary Arden Ensley, Revisor's Office Russ Mills, Research Department

Conferees appearing before the committee:

The meeting was called to order by Chairman Miller.

SB731 - prison-made goods.

Rep. Vancrum made a motion, seconded by Rep. Sughrue to report SB731 favorable for passage. Motion carried.

There was discussion about liability.

SB499 - cemetery merchandise

The Chairman told the committee that in an attempt to try to find out more about fees for prearranging services, he wrote to the State Board of Mortuary Arts. The response from them was distributed. See attachment A.

Representative Eckert made a motion, seconded by Representative Ramirez, to report SB499 favorable for passage.

Representative Barr made a substitute motion to amend line 30 by striking "caskets" and changing the minimum funding requirement to 100%. The motion died for lack of a second.

Representative Eckert's motion to report SB499 favorably carried. Representative Barr was recorded as voting "no".

Representative Vancrum made a motion, seconded by Representative Walker, to request an interim study on this issue. The motion carried.

SB754 - Targeted Research & Development Tax Credit Act

Representative Walker made a motion, seconded by Representative Sprague, to include individuals or taxpayers after "corporations" on line 0022. After discussion the motion was withdrawn until later.

There was discussion of whether hydrogen was included in research & development.

Representative Sprague made a conceptual motion, seconded by Representative Aylward, to link Sec. 174 of the Internal Revenue Code with current law as of Dec. 31, 1985. The motion carried.

Representative Walker made a motion, seconded by Representative Sprague, to renew his motion to include "taxpayer in line 0022. The motion carried.

There was discussion about changes that might have to be made in the Kansas Income Tax return to accomodate changes made in SB754.

Representative Aylward made a motion, seconded by Representative Roenbaugh, to recommend SB754 favorable for passage as amended. The motion carried.

Unless specifically noted, the individual remarks recorded herein have not been transcribed verbatim. Individual remarks as reported herein have not been submitted to the individuals appearing before the committee for editing or corrections.

Page \_1\_ of \_\_\_\_

## CONTINUATION SHEET

MINUTES OF THE _	HOUSE	COMMITTEE ON _	FEDERAL	& 3	STATE	AFFAIRS		
room526S, Stateho	ouse, at8:30	a.m. <u>/p.m.</u> _on	pril ll				·····,	86 19 <u>—</u> .
SB761 - Public D	)isclosure (	Commission						

Representative Walker made a motion, seconded by Representative Hensley, to report SB761 favorable for passage. The motion carried. Representative Brady recorded as voting "no".

SB755 - Kansas Technology Enterprise Corp.

Representative Vancrum made a motion, seconded by Representative Roenbaugh, to change "birth" to "creation" in line 26. The motion carried.

There wad discussion of words such as "key" and "innovative" which are undefinable adjectives and could cause problems with interpretations. The intent of the committee should be to provide clear meaning.

The meeting was recessed until first adjournment.

MEMBERS OF THE BOARD
MR VERNON L MICKEY
HOXIE
MR CRAIG A STANCLIFFE
LAWRENCE
MR ANDERSON E JACKSON
WICHITA
MRS FRANCES K THULL.
CAWKER CITY
MR ROY L DERFELT
GALENA

OFFICE STAFF
DOUGLAS 'MACK' SMITH
EXECUTIVE SECHETARY
JOHN C "JACK" LAMB
INSPECTOR INVESTIGATOR
TERRY A BLAND
OFFICE SECRETARY

## The Kansas State Board of Mortuary Arts

CREATED AUG 1 1907

214 WEST SIXTH (6TH) STREET TOPERA KANSAS 66603 3797 (913) 296 3980

April 10, 1986



Representative Robert H. Miller House of Representatives State Capitol Topeka, Kansas 66612

Dear Representative Miller:

In response to your letter of April 10, 1986:

Fees for pre-arranging services do not fall under K.S.A. 16-301. Any services immediately provided including the service of pre-arrangement may be immediately billed and would not be considered a commission if the fee is based upon the value of the services rather than the amount of the contract.

Since most funerals involve the sale of caskets and the vast majority of pre-need arrangements involve the future sale of caskets-it is doubtful that it will have any effect upon future use of pre-financed funeral arrangements.

SB 499 does not change the way in which funeral directors do business. It simply maintains the status quo. From my experience very few funeral directors charge for the pre-arrangement service.

K.A.R. 63-2-8, (c), prohibits the paying of commission <u>for securing business</u>. Any provision of any agreement which may be construed as violating that regulation is void. Violations should be reported to the Kansas State Board of Mortuary Arts.

Sincerely,

Douglas "Mack" Smith

Executive Secretary

DMS:tab

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# PRE-ARRANGED FUNERAL TRUST AGREEMENT

reinafter referred to as "The Purchaser" and	of
, hereinafter referred to as "The Ho	me''.
ovide the casket specified below and will provide for oth low (REGARDLESS OF FUTURE PRICE INCREAS	ein by Purchaser, the Home, its successors or assigns, wil ner articles or professional services and facilities described ES):
THE FUNERAL SERVICE AND MERCHANDI	SE PURCHASED UNDER THIS AGREEMENT
A funeral service which includes arrangements and super-	C. An Outside Enclosure of General
vision of details, local transfer of the body and transportation for interment within a 30 mile radius of the Home, pro-	Description (
fessional care of the body, use of chapel, state room, prepara- tory room and other applicable facilities, use of funeral coach and other customary funeral vehicles, and other directional	D. Other () \$
services\$	
Other remarks ()	E. TOTAL (For Service
	and Merchandise) \$
A Casket of General Description () \$	
Total (For Service and Merchandise)	
I ogg Pro Arranged Allowance	
a 1 m 4 1	
	\$
(See Irrevocable Status, Paragraph III)	
	Contract Line 1)
Unpaid Balance Due (Contract Price)	
consecutive minimum monthly in	g a total contract price (Line 7) of \$plus a final instal
ont of s the first installment being	payable on, 19, and a
bsequent installments on the same day of each consecute period within which to make any of the above pay	cutive month. The Purchaser shall have a (50) timely da
e Home may give the Purchaser written notice of such to thin ten (10) days of such notice, the Home may notify the such as the barries as tables	ment payments as required in the previous paragraph, the ailure and if the required payments are not brought current the Purchaser that a default has been declared and that a has maximum price for each casket or services shall be not be not been declared.
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This irrevocable Funer d Frust Agreement (FTA) is entered into on the date and place stated by the Individual designated as "The Purchaser" and the licensed feneral home designated as "The Home" for the express purpose of prepaying the Purchaser's funeral and burial expenses which are to be incurred by the Home in the performance of those services described herein. The Purchaser is depositing measy or property in trust with the Trustee which is to be held and invested by the Trustee until the Home performs the services described herein at which time the money or property deposited and all interest earned is to be paid to the Home as payment for the services to be provided under this FTA.

#### I GOVERNING LAW:

The FTA is governed by and established pursuant to Kansas Statutes Annotated 16-301, et seq., as amended, effective as of July 1, 1982, and as may later be amended, and will be construed in accordance with and governed by the laws of the State of Kansas.

### H TRUST AGREEMENT

The fanis out on the Funhaser will be delivered by the frame to the Trustee to be held under a Trust Agreement in effect with the Trustee and established on the 1st day of January, 1986. The Trust Agreement requires that a separate Sub-Trust Account will be established for each FTA between The Heartland Funeral Trust and a Home; that the accounts of all Purchasers establishing FTA's will be comingled and invested and that all income derived from investments will be added periodically on a prorata basis to each Sub-Trust Account; that the money originally deposited and interest earned thereon will be paid to the Home when it provides evidence satisfactory to the Trustee that it has performed the funeral and burial services described herein; and that the Trustee may receive from interest carned on the comingled funds, its reasonable compensation for services.

#### THE IRREVOCABLE STATUS

It is agreed and understood that, except for a change in the designation of the Home or the provisions of additional services both as provided herein, both this Agreement and the Trust Agreement are irrevocable and may not be revoked, altered, amended or terminated in any respect. The monies received by the Home in payment of the contract price shall first be applied to the Non-Refundable Counselor's Commission until paid in full. The remaining installments and the monies paid will be irrevocable only as to the first \$2,000.00 of the funds so paid plus any interest and earnings accuraciated therealt. The Counselor's Counse

does not constitute payment for services or menchandise required to be furnished by the Home.

## IV GENERAL CONDITIONS

- 1. DESCRIPTION OF SERVICES The professional services, tacilities, equipment and metchanding to be provided by the Home in the performence of this FTA and those as shown, a triched, if applicable.
- 2. SUBSTITUTION OF MERCHANDISE. If the merchandise selected by the Purchaser is no longer available at the time the services are to be provided, the Home may substitute merchandise of equal or Letter quality.
- 3. PAYMENT. The payment made by the Purchaser for Services and Merchandise (Item 3.), constitutes payment in full for all services to be provided by the Home. All interest on the money deposited to Purchaser's Sub-Trust Account will ac crue to it and shall inure to the Home to cover all costs incurred by the Home in the performance of the services required of it berounder. In the even there is any excess amount remaining after full ral and ourial provides are fully performed, the violesamount is to be able to the personal representation of the Purchaser's estate or those persons de lanated as the Purchaser's beirs-at-law by the purchaser's having jurisdiction of the Purchaser's estate. I'm ther, in the event no personal representative of the Purchaser's estate is appointed within the , slot allowed by law, the Home shall deliver any colors amount to the Trustee to be placed in and held in the Excess Trust Account established in the Trust Agreement, and disposed of in accordance with the terms thereof.
- 4. UNPAIDBALANCE: In the event the death of the Purchaser occurs before the total contract has been paid, the above services and merchandise will be provided by the Home upon payment of the remaining balance of the total contract or upon completion of satisfactory supplemental arrangements
- 5. COMPLETE AGREEMENT. This FTA constitutes the complete agreement as between these parties and including, by execution of the Adoption Agreement, the Trust Agreement. By execution, the Purchaser acknowledges receipt of this Agreement and that no further notification concerning it is necessary or required.

It is understood by the parties hereto that if the costs of an individual casket increase, the Home may, at its option increase the price of the casket; provided, however, that in the event, the contract price has been paid in full and there has not been a default, any increase in the price of a casket shall not increase the contract price which he have

but any such increase in the price of a casket shall be descreted from the accumulated interest or dividends creding to the Trust Account.

In the event that a default has been declared, then the default provisions of this agreement shall never a paid no me decompatice shall be considered as having becausetable me to

It is agreed that the funeral trust established under this agreement is the only funeral trust in existence, can blished by and for the benefit of only the Purchaser and that this Agreement exists only for the purpose of providing for a plan and method of prepayment of the Purchaser's funeral and burial expenses and not for any other reason including qualification for any statutory benefit existing by virtue of state or federal law.

1713 tyroed that the Purchaser may, during his or her litetime, cosmed the description of the funeral for Large acrystes to be provided by the Home, or may and to the grice wal of the Sub-Trust Account and the Post reserve of the each additional funds as got a commercial the cost of expended funeral or burnel services, expressiv selected by the Purcharge. Provided however, the Home shall not have any right to withdraw income from or reduce the account balance of the Purchaser's Sub-Trust Acconsit for may reason up to the first \$2,000.00 of the funds paid plus any interest and earnings accumulated under this Agreement. Any amounts over and above the first \$2,000,00 of the funds paid blus any interest and earnings accumulated are completely revocable.

If the death of the Purchaser or the designated Beneficiary occurs outside of the general area herved by the Home, and the tuneral is to be held at not her city, then the Home agrees to either procure her mainling of comparable reviews and merchandise by a mortuary selected or approve toy the Purchaser's next-of-kin, or at the Home's option, tayover to the Purchaser's legal representative the most to standing in the name and account of the furthese or Trustee.

It death occurs outside of the general area, but is up be returned to the Home for the funeral, then the rest of kin or legal representative of the decedent is disponsible for the charges made by the local funeral director and the transportation charges to the Home. The Home will relimburse the next-of-kin or the legal representative of decedent for the harges for the first call and the preparation of the ranging for shipment to the Home that to exceed 100.000