

STATE OF MINNESOTA
BEFORE THE COMMISSIONER OF HEALTH

In the Matter of Timothy D. Pearson and
Jones-Pearson Funeral Home,
a licensed funeral establishment
located in Park Rapids, Minnesota

STIPULATION AND CONSENT ORDER

IT IS HEREBY STIPULATED AND AGREED, by Timothy D. Pearson (“Owner”) on behalf of himself and Jones-Pearson Funeral Home (“Jones-Pearson”), a licensed funeral establishment, and the Minnesota Department of Health (“Department”):

1. The Department is charged with the enforcement of Minn. Stat. ch. 149A (“Chapter 149A”), which governs the practice of mortuary science. The Department is authorized by Minn. Stat. §§ 149A.06, subd. 1 and 149A.60 to assess monetary penalties and enter into compliance agreements with persons whose conduct is subject to regulation under Chapter 149A; and to impose disciplinary action against such persons for failure to comply with any provision of Chapter 149A or laws and rules governing the removal, preparation, transportation arrangements for final disposition of dead human bodies, and the practice of mortuary science. The purpose of this Stipulation and Consent Order (“Stipulation”) is to resolve the violations alleged in paragraph 4 below.

2. Timothy D. Pearson is the Chief Executive Officer, owner, and operator of Jones-Pearson Funeral Home located in Park Rapids, Minnesota. The Department has issued a funeral establishment license (#0796) for Jones-Pearson Funeral Home at 608 South Park Avenue, Park Rapids, Minnesota.

3. Pursuant to Minn. Stat. § 149A.90, subd. 4, no dead human body shall be removed from the place of death by a mortician or funeral director or by a noncompensated person with the

right to control the dead human body without the completion of a certificate of removal and, where possible, presentation of a copy of that certificate to the person or a representative of the legal entity with physical or legal custody of the body at the death site.

4. On December 18, 2014, the Department investigated a complaint alleging that the funeral director at Jones-Pearson had acted in an unprofessional manner including misstating the decedents name while officiating the service; picking lint off of the floor during the service; not having reserved seating for the family; giving the funeral luncheon leftovers to the bar next door when leftovers were to be taken by the family; and not giving the family a copy of the itemized written statement at the time of the arrangements. During the investigation, the Department learned that on July 31, 2014, the funeral home removed a decedent from the place of death and failed to properly complete the certificate of removal when transferring the decedent from the place of death to the funeral home. The funeral director making the removal admitted that he did not have a copy of the certificate of removal form at the time the removal was made, so he completed the form after returning to the funeral home with the decedent, then faxed the certificate of removal to the hospice nurse for signature. As a result, a certificate of removal was not completed at the time the removal occurred as required by Minn. Stat. § 149A.90, subd. 4.

5. In order to resolve this matter and avoid the expense and uncertainty of enforcement proceedings under Chapter 149A, the Owner on behalf of himself and Jones-Pearson agrees to the following administrative penalties and corrective actions:

A. Administrative Penalties. The Owner and Jones-Pearson are hereby assessed a civil penalty of \$2,500.00. However, \$1,500.00 of the civil penalty shall be stayed so long as Jones-Pearson is in compliance with the Corrective Action requirements set forth in paragraph 5(B) below. Payment of the remaining penalty amount of

\$1,000.00 shall be by check or money order payable to “Treasurer, State of Minnesota.” The payment is due within thirty (30) days of the effective date of this Stipulation. If the Department determines that the Owner or Jones-Pearson fails to comply with the Corrective Actions requirements of paragraph 5(B) below, or has violated Minn. Stat. § 149A.90, subd. 4, again within five (5) years of the effective date of this Stipulation, the \$1,500.00 stayed penalty will become due and owing as set forth in paragraph 5(C) below.

B. Corrective Actions. The Owner on behalf of himself and Jones-Pearson shall take the following corrective actions:

- i. **Procedures.** Within thirty (30) days of the effective date of this Stipulation, the Owner shall provide to the Department a written “Action Plan” outlining the specific process to be followed to insure that a certificate of removal is completed at the time the funeral home takes physical possession of the a dead human body.. Upon receipt of the Department’s approval of the plan, the Owner shall immediately implement the plan at Jones-Pearson.
- ii. **Training.** The Owner must arrange for training for all Jones-Pearson staff, licensed funeral directors, and interns of Minn. Stat. § 149A.90, subd. 4 and ensure all staff is knowledgeable of this law. Within sixty (60) days of the signing of this Order the Owner must also arrange to have the staff trained on how to, and when to, properly complete removal certificates. The Owner must send the Department a copy of the training materials, the name and credentials of the trainer, the date the training was held, and a list including

the name, license number and signature of each person who attended the training.

C. Violation of this Stipulation. If the Department determines that the Owner and/or any officer, employee, intern, clinical student, contractor or authorized representative of Jones-Pearson has violated Minn. Stat. § 149A.90, within five (5) years of the effective date of this Stipulation, the Department shall give the Owner written notice by certified mail specifying the violating actions. Unless the Owner initiates dispute resolution pursuant to paragraph 5(D) below within thirty (30) calendar days after receiving the written notice from the Department, the \$1,500.00 stayed penalty will become due and owing.

D. Dispute Resolution. If a dispute arises regarding the Department's determination pursuant to paragraph 5(C) that the Owner or Jones-Pearson has failed to comply with Minn. Stat. § 149A.90, the Owner on behalf of himself and Jones-Pearson may engage in dispute resolution as follows:

- i. The Owner may initiate the dispute resolution process by providing the Department with a written statement setting forth the matter in dispute, his position, and the information he is relying on to support his position. Dispute resolution shall be initiated within thirty (30) calendar days after the receipt of written notice from the Department concerning violation of Minn. Stat. § 149A.90.
- ii. The Department will have fourteen (14) calendar days after receipt of the request for dispute resolution to provide a written statement of its position and supporting information to the Owner.

iii. If the Department and the Owner are unable to reach a resolution of the dispute and to reduce such resolution to writing in a form agreed upon by the parties within twenty-one (21) calendar days after the Department's reply is sent, the Commissioner shall issue a written decision to the parties resolving the dispute. The Commissioner shall send the decision by certified mail.

iv. Unless the Owner or Jones-Pearson commences an action in the Minnesota Court of Appeals to seek judicial review of the Commissioner's decision within sixty (60) calendar days of the date of receipt of the decision, the Commissioner's decision shall become an integral and enforceable part of this Stipulation. For purposes of judicial review, the Commissioner's decision shall be considered a final decision of the Department.

6. This Stipulation shall not in any way limit or affect the authority of the Commissioner to proceed against the Owner or Jones-Pearson to initiate enforcement action for any alleged violation of Chapter 149A by the Owner or Jones-Pearson that is not the subject of this Stipulation.

7. The Owner, on behalf of himself and Jones-Pearson, hereby acknowledges that he has read, understood, and agreed to this Stipulation and has voluntarily signed it.

8. The terms of this Stipulation shall be legally enforceable by either party in a court of appropriate jurisdiction.

9. This Stipulation contains the entire agreement between the parties, there being no other agreement of any kind, verbal or otherwise, that varies the terms of the Stipulation.

10. This Stipulation shall be binding upon the Owner and his successors and assignees; Jones-Pearson and its successors and assignees; and the Minnesota Department of Health and its successors and assignees.

11. This Stipulation may not be modified or amended except in writing and any modifications or amendments must be signed by all the parties.

12. The effective date of this Stipulation is the date upon which it is signed on behalf of the Minnesota Department of Health.

**MINNESOTA DEPARTMENT
OF HEALTH**

Signed: _____

Dated: _____

TIMOTHY D. PEARSON
Chief Executive Officer
Jones-Pearson Funeral Home
608 South Park
Park Rapids, Minnesota 56470

Signed: _____

Dated: _____

DARCY MINER, Division Director
Division of Compliance Monitoring,
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RECEIVED

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