# Legal Update 2022

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# LEGAL UPDATE 2022

- General Assembly 2022 Session
- OCC & FDIC Letters on Virtual Currency
- Supreme Court of Virginia Rules of Court (IOLTA)
- Joint Regulatory Statement on “Computer Security Incident” Notice
- Virginia Department of Labor & Industry COVID-19
- Virginia Treasury Board (SPDA)

# VIRTUAL CURRENCY CUSTODY SERVICES (HB263)

*§ **6.2-818.1**. Virtual currency custody services by banks.*

*A. As used in this section, unless the context requires a different meaning:*

*"Bank" has the same meaning as provided in § **6.2-800**.*

*"Custody services" means the role of a bank in the safekeeping and custody of various customer assets.*

*"Self-assessment" has the same meaning as provided in § **6.2-947**.*

*"Virtual currency" means an electronic representation of value intended to be used as a medium of exchange, unit of account, or store of value. "Virtual currency" does not exist in a physical form; it is intangible and exists only on the blockchain or distributed ledger associated with a particular virtual currency. The owner of virtual currency holds cryptographic keys associated with the specific unit of virtual currency in a digital wallet, which allows the rightful owner of the virtual currency to access and utilize it.*

# VIRTUAL CURRENCY CUSTODY SERVICES (HB263)

*B. A bank may provide its customers with virtual currency custody services so long as the bank has adequate protocols in place to effectively manage risks and comply with applicable laws. Prior to a bank offering virtual currency custody services, the bank shall carefully examine the risks involved in offering such services through a methodical self-assessment process. If the bank decides to move forward with offering such services, the bank shall:*

*1. Implement effective risk management systems and controls to measure, monitor, and control relevant risks associated with custody of digital assets such as virtual currency;*

*2. Confirm that it has adequate insurance coverage for such services; and*

*3. Maintain a service provider oversight program, to the extent that the bank engages with a service provider to provide virtual currency custody services, to address risks to service provider relationships as a result of engaging in virtual currency custody services.*

*C. A bank may provide virtual currency custody services in either a nonfiduciary or fiduciary capacity.*

*In providing such services in a nonfiduciary capacity, the bank shall act as a bailee, taking possession of the customer's asset for safekeeping while legal title remains with the customer, meaning that the customer retains direct control over the keys associated with their virtual currency.*

*In providing such services in a fiduciary capacity, a bank is required to possess trust powers as described in § **6.2-819** and have a trust department pursuant to § **6.2-821**. Acting in a fiduciary capacity, the bank shall require customers to transfer their virtual currencies to the control of the bank by creating new private keys to be held by the bank. In its fiduciary capacity, a bank shall have authority to manage virtual currency assets as it would any other type of asset held in such capacity.*

# OCC Interpretive Letter #1179

- OCC Interpretive Letter 1170, addressing whether banks may provide cryptocurrency custody services;
- OCC Interpretive Letter 1172, addressing whether banks may hold dollar deposits serving as reserves backing stablecoin in certain circumstances; and
- OCC Interpretive Letter 1174, addressing (1) whether banks may act as nodes on an independent node verification network (i.e., distributed ledger) to verify customer payments and (2) banks may engage in certain stablecoin activities to facilitate payment transactions on a distributed ledger.
- This letter clarifies that the activities addressed in those interpretive letters are legally permissible for a bank to engage in, provided the bank can demonstrate, to the satisfaction of its supervisory office, that it has controls in place to conduct the activity in a safe and sound manner. As discussed below and consistent with longstanding OCC precedent, a proposed activity cannot be part of the “business of banking” if the bank lacks the capacity to conduct the activity in a safe and sound manner

# FDIC FIL-16-2022

- Prior to engaging in, or if currently engaged in, a crypto-related activity, an FDIC-supervised institution promptly should notify the appropriate FDIC Regional Director. The FDIC will request that the institution provide information necessary to allow the agency to assess the safety and soundness, consumer protection, and financial stability implications of such activities. The information requested by the FDIC will vary on a case-specific basis depending on the type of crypto-related activity. However, the initial notification to the FDIC Regional Director should describe the activity in detail and provide the institution's proposed timeline for engaging in the activity.

# ADULT FINANCIAL EXPLOITATION - RECORDS (HB95)

***6.2-103.1***. *Financial institutions to furnish certain information as part of adult protective services investigation.*

*Notwithstanding any other provision of law, any financial institution subject to the provisions of this title shall cooperate in any investigation of alleged adult abuse, neglect, or exploitation conducted by a local department of social services pursuant to Chapter 16 (§* ***63.2-1600*** *et seq.) of Title 63.2 and shall make any financial records or information relevant to such investigation available to the local department upon request to the extent allowed under the Gramm-Leach-Bliley Act (15 U.S.C. § 6801 et seq.) and 12 U.S.C. § 3403.*

# ADULT FINANCIAL EXPLOITATION - RECORDS (HB95)

- **§ 63.2-1606. Protection of aged or incapacitated adults; mandated and voluntary reporting.**

L. Financial institution staff may refuse to execute a transaction, may delay a transaction, or may refuse to disburse funds if the financial institution staff (i) believes in good faith that the transaction or disbursement may involve, facilitate, result in, or contribute to the financial exploitation of an adult or (ii) makes, or has actual knowledge that another person has made, a report to the local department or adult protective services hotline stating a good faith belief that the transaction or disbursement may involve, facilitate, result in, or contribute to the financial exploitation of an adult. The financial institution staff may continue to refuse to execute a transaction, delay a transaction, or refuse to disburse funds for a period no longer than 30 business days after the date upon which such transaction or disbursement was initially requested based on a good faith belief that the transaction or disbursement may involve, facilitate, result in, or contribute to the financial exploitation of an adult, unless otherwise ordered by a court of competent jurisdiction. Upon refusing to execute a transaction, delaying a transaction, or refusing to disburse funds, the financial institution shall report such refusal or delay within five business days to the local department or the adult protective services hotline.

Upon request, and to the extent permitted by state and federal law, financial institution staff ~~making a report to the local department of social services~~ may report any information or records relevant to ~~the~~ *a* report or investigation *to the local department of social services or to a court-appointed guardian ad litem for the adult who is the subject of the investigation*.

Absent gross negligence or willful misconduct, the financial institution and its staff shall be immune from civil or criminal liability for *(a) providing information or records to the local department of social services or to a court-appointed guardian ad litem or (b)* refusing to execute a transaction, delaying a transaction, or refusing to disburse funds pursuant to this subsection…

# ADULT FINANCIAL EXPLOITATION - POA (HB497)

- *§ **18.2-178.2**. Financial exploitation by an agent; penalty.*
- *A. As used in this section:*
- *"Agent" means the same as that term is defined in § **64.2-1600**.*
- *"Financial exploitation" means the illegal, unauthorized, or fraudulent use, or deprivation of use, of the property of an incapacitated adult with the intention of benefiting someone other than the incapacitated adult.*
- *"Incapacitated adult" means the same as that term is defined in § **18.2-369**.*
- *"Power of attorney" means a writing or other record that grants authority to an agent to act in the place of the principal, whether or not the term "power of attorney" is used.*
- *"Principal" means an individual who grants authority to an agent in a power of attorney.*
- *"Record" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.*
- *B. An agent under a power of attorney who knowingly or intentionally engages in financial exploitation of an incapacitated adult who is the principal of that agent is guilty of a Class 1 misdemeanor. A violation of this section shall constitute a separate and distinct offense. If the acts or activities violating this section also violate another provision of law, a prosecution under this section shall not prohibit or bar any prosecution or proceeding under such other provision or the imposition of any penalties provided for thereby.*

# § 64.2-1608. Termination of Agent's Authority.

- B. An agent's authority terminates when:
- 1. The principal revokes the authority;
- 2. The agent dies, becomes incapacitated, or resigns;
- 3. Unless the power of attorney otherwise provides, an action is filed (i) for the divorce or annulment of the agent's marriage to the principal or their legal separation, (ii) by either the agent or principal for separate maintenance from the other, or (iii) by either the agent or principal for custody or visitation of a child in common with the other; ~~or~~
- 4. *The agent is convicted of financial exploitation of the principal under § **18.2-178.2**; or*
- *5.* The power of attorney terminates.

# § 54.1-3916. Legal Aid Societies (IOLTA)

A. The Virginia State Bar through its governing body is authorized to promulgate rules and regulations governing the function and operation of legal aid societies to further the objective of providing legal assistance to persons requiring such assistance but unable to pay for it. To the extent that interest is paid by a financial institution on client funds deposited by attorneys or law firms in pooled interest-bearing accounts, any interest earned on such accounts shall be paid by the financial institution periodically, but at least quarterly, to the Legal Services Corporation of Virginia.

B. The rules and regulations adopted under subsection A may be enforced by the Virginia State Bar, or by the Attorney General if so authorized by the Virginia State Bar.

# Supreme Court of Virginia Rules - IOLTA

Rule 20 (B) IOLTA Accounts. — A lawyer must deposit funds of a client in an identifiable interest-bearing trust (IOLTA) account for which the lawyer has not established procedures to compute and credit or pay pro rata net earnings to such client whenever.:

(2) The Financial institution has agreed to:

(a) Periodically, but at least quarterly, remit to the Legal Services Corporation of Virginia (LSCV) interest or dividends on the average monthly balance of each such account or as otherwise computed in accordance with such bank's standard accounting practice, provided that such rate of interest must not be less than the rate paid by such bank to regular, non-attorney depositors.;

(b) Transmit with each remittance to LSCV a statement identifying the name of the lawyer or law firm from whose account the remittance is sent, the rate of interest applied, the period for which the remittance is made, the total amount of interest earned, the service charges or other fees assessed against the account, if any, and the net amount of interest remitted;

(c) Transmit to the depositing lawyer or law firm at the same time a report showing the amount paid to LSCV from such interest-bearing account, the rate of interest applied, the fees assessed, if any, and the average account balance for the period for which the report is made;

# Supreme Court of Virginia Rules - IOLTA

Rule 20, cont.

(d) Charge no fees against an IOLTA trust account that are greater than the fees charged to non-attorney depositors, except that an IOLTA remittance fee may be charged to defray the depository institution's administrative costs attributable to calculating and remitting the interest to LSCV; other allowable fees are per check charges, per deposit charges, a fee in lieu of a minimum balance and sweep fees. Allowable, reasonable fees may be deducted from interest or dividends earned on an IOLTA account, provided that such charges or fees must be calculated in accordance with the Financial Institutions' standard practice for non-IOLTA customers. Fees or charges in excess of the interest or dividends earned on the IOLTA account, for any month or quarter, must not be taken from the interest or dividends of any other IOLTA account. Fees for wire transfers, insufficient funds, bad checks, stop payment, account reconciliation, negative collected balances, and check printing are not considered customary account maintenance charges and are not deductible from the interest or dividends earned on the IOLTA account. All other fees including those non-customary fees just listed are the responsibility of the lawyer or law firm, who in turn may absorb these specific costs or pass along those fees to the client(s) being served by the transaction in accordance with attorney/client agreements. Financial Institutions may elect to waive any or all fees on IOLTA accounts in recognition of their charitable nature;

# Supreme Court of Virginia Rules - IOLTA

Rule 20, cont.

(e) Collect no fees from the principal deposited in the IOLTA trust account;

(f) Pay all or part of the funds deposited in such interest-bearing trust account upon demand or order. An IOLTA account may be an interest-bearing check account, a money market account with or tied to check-writing, a sweep account which is a government money market fund or daily overnight financial institution repurchase agreement invested solely in or fully collateralized by United States government securities, or an open-end money market fund solely invested in or fully collateralized by United States government securities; and

(g) Agree and abide by all provisions in the Virginia State Bar Approved Financial Institution Agreement.

# Virginia State Bar Approved Financial Institution Agreement

**APPENDIX A**

Virginia State Bar Approved Financial Institution Agreement

This Virginia State Bar Financial Institution Agreement ("Agreement") is made this _____ day of _____ , by and between the Virginia State Bar and _____ , ("Financial Institution").

**WITNESS:**

The undersigned, an officer of the Financial Institution executing this Agreement, being duly authorized to bind said institution by this Agreement, hereby applies to be approved as a depository to receive escrow, trust, or client funds, as defined in Part 6, § IV, Para. 20, of the Rules of Supreme Court of Virginia, or any successor provision(s), from attorneys for deposit in what are hereinafter referred to as "Trust Accounts." The Financial Institution agrees to comply with the following requirements, or any successor provisions:

# Virginia State Bar Approved Financial Institution Agreement

1. **Notification to Attorneys or Law Firm**. To notify the attorney or law firm promptly of an overdraft in any Trust Account or the dishonor for insufficient funds of any instrument drawn on any Trust Account held by it.

2. **Notification to Bar Counsel**. To report the overdraft or dishonor to Bar Counsel of the Virginia State Bar, as set forth in Paragraph 5 of this Agreement.

3. **Audit of Trust Account**. To provide reasonable access to the Virginia State Bar of all records of the Trust Account if an audit of such account is ordered pursuant to court order, or upon receipt of a subpoena therefor. The financial institution may charge for the reasonable costs of producing these records.

4. **Interest Calculation**. The financial institution shall not engage in the practice of “negative netting” as to IOLTA trust accounts.

# Virginia State Bar Approved Financial Institution Agreement

**5. Form of Report.** That all such reports shall be substantially in the following format:

In either case of a dishonored instrument or an instrument presented against insufficient funds in a Trust Account, but honored by the financial institution, the report shall be identical to the notice customarily forwarded to the depositor and shall include the name and address of the depositor notified, including the name of the lawyer responsible for the account, as well as a copy of the dishonored instrument, if such copy is normally provided to the depositor. In addition, the report shall identify the financial institution reporting the overdraft, the account number, the date of the overdraft, the name of the person making the report, their address and telephone number and date. The report shall be made simultaneously with and within the time provided by law for notice of dishonor to the depositor or, in the case of instruments that are honored by the financial institution, within five (5) banking days after the date of presentation for payment against insufficient funds.

# Virginia State Bar Approved Financial Institution Agreement

**6. Consent of Attorneys or Law Firms**. The Financial Institution may require, as a condition to opening an attorney Trust Account, the written consent of the attorney or law firm opening such account to the notification to Bar Counsel of the Virginia State Bar as set forth in Paragraph 2 of this Agreement.

**7. Change of Name or Corporate Form**. If a Financial Institution changes its name, merges or otherwise affiliates with, or is acquired by another entity, the successor Financial Institution shall promptly notify Bar Counsel of the change and whether the successor institution wishes to serve as a financial institution approved by the Virginia State Bar for attorney Trust Accounts and enter into an Agreement.

**8. Termination of Agreement**. This Agreement may terminate upon thirty (30) days notice from the Financial Institution in writing to Bar Counsel that the institution intends to terminate the Agreement on a stated date and that copies of the termination notice have been mailed to all attorneys and law firms that maintain Trust Accounts with the Financial Institution or any branch thereof. Notice to the Bar Counsel shall be sent by certified mail to the Virginia State Bar, Attention: Bar Counsel, 707 E. Main Street, Suite 1500, Richmond, Virginia 23219? 2800. This agreement may also be canceled without prior notice by Bar Counsel of the Virginia State Bar if the financial institution fails to abide by the terms of the agreement.

# Virginia State Bar Approved Financial Institution Agreement

**9. Binding Effect**. This Agreement shall be binding upon the Financial Institution and any branch thereof receiving Trust Accounts.

10. **Definition**. For purposes of this agreement the following definitions will apply:
a. “Notice of Dishonor” refers to the notice which, pursuant to Uniform Commercial Code Section 3-508(2), must be given by a drawee bank before its midnight deadline.

b. “Insufficient funds” refers to a state of affairs in which there is an insufficient collected balance in an account as reflected in the financial institution’s accounting records, so that an otherwise properly payable item presented for payment cannot be paid without creating an overdraft in the account.

c. “Dishonored” shall refer to instruments that have been dishonored because of insufficient funds as defined above.

d. “Negative Netting” refers to the practice of a financial institution collecting some part or all of the fees assessed during a stated period of time against any IOLTA account that has failed to generate enough interest to pay assessed fees from the positive interest generated by other IOLTA accounts and deducting those fees from the total interest remitted to the Legal Services Corporation of Virginia for that time period.

# HEALTH SAVINGS ACCOUNTS (SB433)

§ **38.2-3407.20**. Calculation of enrollee's contribution to out-of-pocket maximum or cost-sharing requirement.

*C. If the application of the provisions of subsection B would result in a health plan's ineligibility to qualify as a Health Savings Account-qualified High Deductible Health Plan under 26 U.S.C. § 223, then the requirements of subsection B shall not apply with respect to the deductible of such health plan until after the enrollee has satisfied the minimum deductible under 26 U.S.C § 223. However, with respect to items or services that are preventive care pursuant to 26 U.S.C. § 223 (c)(2)(C), the provisions of subsection B shall apply regardless of whether the minimum deductible under 26 U.S.C. § 223 has been satisfied.*

# TREASURY SPDA

**Proposed Amendments to Virginia Security for Public Deposits Act (1 VAC 75-20-10, et seq.):**

- **Changes to Eligible Collateral.**
  - Eliminate corporate bonds/notes as eligible collateral for Pooled qualified public depositories (QPDs) to be consistent with eligible collateral for Dedicated (Opt-out) QPDs
  - Introduce a 10% haircut on Virginia municipal securities and a 20% haircut on Other States' municipal securities for Pooled QPDs to be consistent with municipal security haircuts in place for Opt-out QPDs and to address concerns with pricing and liquidity of municipal securities in the event they need to be liquidated due to a QPD failure

- **Compliance Requirements for QPDs and Escrows.**
  - Outline steps to be taken if a QPD fails to meet collateralization and reporting requirements
  - Formalize current practices in place for many years but not formally documented in the Regulations

- **Use of Treasury's web-based Public Funds Search feature.**
  - Require public funds depositors to check their account balances on the Public Funds Search feature quarterly
  - Assures all public funds are being reported, and with correct balances, to Treasury Board
  - Assures public funds are properly collateralized in accordance with the SPDA

# Lis Pendens (HB281)

*§ **55.1-706.1**. Required disclosures; lis pendens.*

*Notwithstanding the exemptions in § **55.1-702**,* if the owner of a residential dwelling unit has actual knowledge of a lis pendens filed against such dwelling unit pursuant to § **8.01-268**, such owner shall provide to a prospective purchaser a written disclosure that so states. Such disclosure shall be provided to the purchaser on a form provided by the Real Estate Board on its website and otherwise in accordance with this chapter.*

*§55.1-702 (A)(2). Transfers to a beneficiary of a deed of trust pursuant to a foreclosure sale or by a deed in lieu of foreclosure, or transfers by a beneficiary under a deed of trust who has acquired the real property at a sale conducted pursuant to a foreclosure sale under a deed of trust or has acquired the real property by a deed in lieu of foreclosure.

# ENFORCEMENT OF JUDGMENTS

§ **8.01-251**. Limitations on enforcement of judgments.

A. No execution shall be issued and no action brought on a judgment dated*, extended, or renewed,* prior to July 1, 2021, including a judgment in favor of the Commonwealth and a judgment rendered in another state or country, after 20 years from the date of such judgment or domestication of such judgment *or 20 years from the date of such extension or renewal of such judgment, whichever is later*, unless the period is extended as provided in this section. No execution shall be issued and no action brought on a judgment dated on or after July 1, 2021, including a judgment in favor of the Commonwealth and a judgment rendered in another state or country, after 10 years from the date of such judgment or domestication of such judgment, unless the period is extended as provided in this section, except that no execution shall be issued and no action brought on a judgment dated on or after July 1, 2021, that was created by nonpayment of child support after 20 years from the date of such judgment or domestication of such judgment.

B. The limitation prescribed in subsection A may be extended by the recordation of a certificate in the form provided in subsection G prior to the expiration of the limitation period prescribed herein in the clerk's office in which such judgment ~~lien~~ is recorded and executed by either the judgment ~~lien~~ creditor or *his assignee or* by ~~his duly authorized attorney-in-fact~~ *the judgment creditor's or his assignee's attorney* or *authorized* agent. Recordation of the certificate shall extend the limitations *period* of the right to enforce such judgment ~~lien~~ for 10 years from the date of the recordation of the certificate. A judgment creditor *or his assignee* may record one additional extension by recording another certificate in the form provided in subsection G prior to the expiration of the original 10-year extension of the limitation period, which shall extend the limitations *period* of the right to enforce such judgment ~~lien~~ for 10 years from the date of recordation of the second certificate.

# ENFORCEMENT OF JUDGMENTS

§ **8.01-251**. Limitations on enforcement of judgments.

F. Limitations on enforcement of judgments entered in the general district courts shall be governed by § **16.1-94.1**,* unless an abstract of such judgment is docketed in the judgment book of a circuit court. Upon ~~the~~ docketing ~~of~~ such judgment, ~~the limitation for the enforcement of a district court judgment is the same as for a judgment of the circuit court~~ *such judgment shall be treated as a judgment entered by the circuit court and may be extended in the same manner as a judgment entered by the circuit court, although the original date of entry of the judgment shall remain the date that was entered by the general district court*.

*§16.1-94.1. For judgments entered in a general district court on or after January 1, 1985, no execution shall be issued or action brought on such judgment, including a judgment in favor of the Commonwealth, after ten years from the date of such judgment except as provided in § 16.1-69.55 B 4.

# HEMP & MARIJUANA

- Industrial Hemp is Legal
  - To grow, process or deal in industrial hemp in Virginia, you must obtain an Industrial Hemp Grower Registration from the Virginia Department of Agriculture and Consumer Services (VDACS). Individuals with a felony controlled substance conviction within 10 years of the date of application for an industrial hemp registration are not eligible for an industrial hemp registration.
- Medical Marijuana is Legal
  - One pharmaceutical processor and up to five cannabis dispensing facilities for each health service area established by the Board of Health (§ 54.1-3442.6 of the Code).
- Recreational Marijuana is NOT Legal
  - 2021 - The Virginia General Assembly passed legislation that established the Virginia Cannabis Control Authority, which will oversee Virginia's retail marijuana program, and a regulatory scheme for the regulation of marijuana cultivation facilities, marijuana manufacturing facilities, marijuana testing facilities, marijuana wholesalers, and retail marijuana stores. This regulatory scheme needed to be reenacted by the General Assembly in 2022 in order to take effect.

# MARIJUANA

**§ 6.2-107.1**. Financial services for licensed marijuana establishments.

A. As used in this section, "licensed" and "marijuana establishment" have the same meaning as provided in § 4.1-600.

B. A bank or credit union that provides a financial service to a licensed marijuana establishment, and the officers, directors, and employees of that bank or credit union, shall not be held liable pursuant to any state law or regulation solely for providing such a financial service or for further investing any income derived from such a financial service.

C. Nothing in this section shall require a bank or credit union to provide financial services to a licensed marijuana establishment

- Marijuana remains illegal under federal law.

# NOTIFICATION OF COMPUTER SECURITY INCIDENT

- The OCC, Board, and FDIC have issued a final rule that requires a banking organization to notify its primary Federal regulator of any "computer-security incident" that rises to the level of a "notification incident," as soon as possible and no later than 36 hours after the banking organization determines that a notification incident has occurred. The final rule also requires a bank service provider to notify each affected banking organization customer as soon as possible when the bank service provider determines that it has experienced a computer-security incident that has caused, or is reasonably likely to cause, a material service disruption or degradation for four or more hours.

# DOLI COVID-19 GUIDELINES

- **VIRGINIA DEPARTMENT OF LABOR AND INDUSTRY**
  - **Virginia Occupational Safety and Health Programs**
  - **Guidance for Employers to Mitigate the Risk of COVID-19 to Workers**

# DOLI COVID-19 GUIDELINES

- Employers should engage with workers to mitigate COVID-19 transmission and the impact of contracting the virus, including:
- Facilitate employees getting vaccinated and boosted;
- Encourage any workers with COVID-19 symptoms to stay home from work and seek advice on testing and treatment from their physician;
- Require all workers infected with COVID-19 virus to stay home;
- Provide workers with face coverings or surgical masks, as appropriate;
- Encourage good sanitary work habits such as frequent hand washing;
- Educate workers on your COVID-19 policies and procedures using accessible formats and in languages they understand;
- Operate and maintain ventilation systems in accordance to manufacturers specifications to achieve optimal performance;
- Record and report COVID-19 infections and deaths which are mandatory under VOSH regulations part 1904; and,
- Follow other applicable mandatory VOSH standards.

# DOLI COVID-19 GUIDELINES

- All of VOSH's standards that apply to protecting workers from infection remain in place, including:
- Requirements for PPE (part 1910, Subpart I (e.g., 1910.132 and 133)), respiratory protection (1910.134), sanitation (1910.141), protection from blood borne pathogens (1910.1030), VOSH's requirements for employee access to medical and exposure records (1910.1020), and requirements in the VOSH Administrative Regulations Manual.
- Employers are also required by the General Duty Clause, Va. Code 40.1-51.1.A, to provide a safe and healthful workplace free from recognized hazards that are causing or likely to cause death or serious physical harm.

# RESOURCES

- VBA Legal & Regulatory Links
  - https://www.vabankers.org/legal-regulatory-resources
- February 2022 Legal Line Article
  - https://www.vabankers.org/article/speedy-reporting-computer-security-incidents
- Virginia Department of Agriculture (Industrial hemp)
  - https://www.vdacs.virginia.gov/plant-industry-services-hemp.shtml
- Virginia Department of Labor & Industry (COVID-19 Guidelines)
  - https://www.doli.virginia.gov/2022/03/03/draft-doli-covid-19-guidance/
- Virginia Treasury Board (SPDA)
  - https://townhall.virginia.gov/L/viewchapter.cfm?chapterid=1193

# Thank You!

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