

From: Williams, Edwina (VDSS) <edwina.williams@dss.virginia.gov>
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Subject: ALF Liability Insurance Requirements Reminder Memo

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**VIRGINIA DEPARTMENT OF
SOCIAL SERVICES**

People Helping People



Edwina Williams
*Program Support Technician / Intake
Analyst*
Virginia Department of Social Services
Division of Licensing Programs
5600 Cox Road, Glen Allen, VA 23060
(804) 726-7165 www.dss.virginia.gov



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COMMONWEALTH of VIRGINIA

DEPARTMENT OF SOCIAL SERVICES

DATE: November 1, 2024

TO: Assisted Living Facilities

FROM: Tara Ragland, Director
Division of Licensing Programs

SUBJECT: Reminder: New liability insurance requirements, exemption period ends January 23, 2025

This memo is to remind all assisted living facilities (ALF) that the 180-day exemption period for ALF to comply with the new liability insurance coverage requirements will end on January 23, 2025.

The *Standards for Licensed Assisted Living Facilities* (22VAC40-73) were revised effective July 26, 2024, requiring ALF to maintain a minimum amount of liability insurance based on licensed capacity and to provide notice of such insurance, upon request, to any resident or prospective resident using the department provided liability insurance statement form in accordance with Chapter [580](#) of the 2023 Acts of the General Assembly.

As of January 23, 2025, all ALF are expected to comply with all regulatory requirements and maintain liability insurance coverage according to the following licensed capacity tiers:

- Tier I: A minimum of \$250,000 for facilities licensed for 25 residents or fewer;
- Tier II: A minimum of \$400,000 for facilities licensed for more than 25 but no more than 75 residents;
- Tier III: A minimum of \$500,000 for facilities licensed for more than 75 but no more than 150 residents; or
- Tier IV: A minimum of \$1,000,000 for facilities licensed for 151 or more residents.

The Liability Insurance Statement, revised Disclosure Statement, and revised model Resident Agreement forms are attached to this memo and will be posted to the VDSS [website](#) on the ALF program page under the “Current ALF Providers” section. The Liability Insurance Statement and revised Disclosure Statement forms are required DSS forms and must be used beginning January 23, 2025. ALF can begin using them earlier than that date once the ALF obtains liability insurance.

The resident agreement or acknowledgement must be updated whenever there are changes to any of the policies or information referenced or identified in the agreement or acknowledgement and dated and signed by the licensee or administrator and the resident or the resident’s legal representative. The updated resident agreement or acknowledgement must include the new requirement listed in 22VAC40-73-390.A.4.m.

Please contact your licensing inspector if you have any questions.

**Assisted Living Facility Liability Insurance Statement
Required by the Virginia Department of Social Services**

Name of Facility: _____

Name of Licensee: _____

Facility Address: _____

Telephone Number: (____) _____

This facility maintains at least _____ in liability insurance coverage to compensate residents or other individuals for injuries or losses from negligent acts of the facility in accordance with this facility's licensed capacity as required under Virginia Code § 63.2-1805 and 22VAC40-73-45.

Tiers Per Licensed Capacity	Minimum Amount of Liability Insurance
Tier I (1-25 residents):	\$250,000
Tier II (26-75 residents):	\$400,000
Tier III (76-150 residents):	\$500,000
Tier IV (151 or more residents):	\$1,000,000

**Instructions for Completing the
Assisted Living Facility Disclosure Statement
Required by the Virginia Department of Social Services**

The Assisted Living Facility Disclosure Statement is required by the *Standards for Licensed Assisted Living Facilities (22VAC40-73)*. The statement discloses information about the facility and must be on the attached form developed by the Virginia Department of Social Services (VDSS). Please refer to 22VAC40-73-50 for all requirements relating to the disclosure statement.

The disclosure statement form starts on the page after these instructions. There are two versions of the form on the VDSS website. To complete the form electronically or adjust the spacing, use the Microsoft Word (Doc) version. If you would like to print the document for completion manually, use the PDF version.

- All items on the disclosure form are required to be completed by the facility in the exact order as presented.
- No additional topics or items may be added to the form, other than letterhead information at the top (before the title), such as facility address, phone number, fax number, website, or logo.
- Information must be fully and accurately disclosed in plain language, easily read, and typewritten in at least 12-point type.
- The prospective resident or the prospective resident's legal representative must initial or sign at the bottom of Section VI. Onsite Emergency Electrical Power Source Disclosure.
- Information must be kept current.

The pages in the Microsoft Word (Doc) version have numbers that will automatically increase as the document lengthens.

Please contact your Licensing Inspector if you have any questions about the disclosure statement form.

**DO NOT ATTACH THESE INSTRUCTIONS TO THE
DISCLOSURE STATEMENT**

Assisted Living Facility Disclosure Statement Required by the Virginia Department of Social Services

The *Standards for Licensed Assisted Living Facilities* requires each assisted living facility provide a statement to prospective residents and the prospective resident's legal representative, if any, that discloses information about the facility. Upon request, the disclosure statement must also be provided to residents or their legal representatives and the general public.

I. General Information About the Facility

- **Name of the facility:**
- **Name of the licensee:**
- **Ownership structure, e.g., individual, partnership, corporation, limited liability company, unincorporated association or public agency:**

II. Accommodations, Services and Fees

- **Accommodations, services, and care included in the base fee:**
- **Amount of the base fee: (If there is more than one base fee, list each separately and specify the accommodations, services and care provided for each fee.)**
- **Additional accommodations, services, and care not included in the base fee and the fee for each:**

III. Admission, Transfer and Discharge Criteria

- **Criteria for admission to the facility and restrictions on admission:**
- **Criteria for transfer of a resident to a different living area within the same facility, including transfer to another level or type of care within the same facility or complex:**
- **Criteria for discharge from the facility:**

IV. Activities Provided for Residents

- **Categories of activities: (Specify types of activities.)**

- Frequency of activities:
- Number of activities:

V. General Number, Position Types, and Qualifications of Staff on Each Shift

Shift (list times of shift)	Total Number of Staff Per Shift	Number of Staff Providing Direct Care Per Shift	Position Types of Staff Per Shift (for example, personal care, activities, housekeeping)	Qualifications of Staff Per Shift (for example, RN, LPN, CNA, dietitian)

VI. Onsite Emergency Electrical Power Source Disclosure

(Facility must indicate yes or no below and provide the required details)

_____ Yes, this facility has an onsite emergency electrical power source for the provision of electricity during an interruption of the normal power supply.

- The source will supply power to: _____
- Staff at the facility _____ have / _____ have not been trained to maintain and operate the power source.

_____ No, this facility does not have an onsite emergency electrical power source.

I am in receipt of the onsite emergency electrical power source information provided in this section as indicated by my initials or signature.

_____ (Resident or Legal Representative)

VII. Additional Information

- Additional information about the facility that is included in the resident agreement is available upon request.
- Additional information about the facility may be obtained from the Virginia Department of Social Services' website, <http://www.dss.virginia.gov>.

RESIDENT AGREEMENT

This agreement entered into this _____ day of _____, 20____ by
and between _____, hereinafter referred to as
the "Facility," and _____,
hereinafter referred to as the "Resident."

WHEREAS, the Facility is licensed as an Assisted Living Facility by the Virginia Department of Social Services in accordance with Chapters 17 and 18 of Title 63.2 of the Code of Virginia to provide maintenance or care of adults who are aged or infirm or who have disabilities, and the Resident is desirous of residing in the Facility; NOW THEREFORE, the parties hereto do mutually agree as follows:

1. The Facility has the following accommodations, services, and care available. Any related charges are indicated. For an auxiliary grant recipient, a list of services included under the auxiliary grant rate is noted.

2. The Resident agrees to the following financial arrangements:
 - a) The accommodations, services, and care to be provided to the Resident with the amount(s) to be paid; frequency of payments; rules relating to nonpayment. (Specify)

- b) The amount and purpose of an advance payment or deposit payment and the refund policy for such payment. (Specify)
- c) The policy with respect to increases in charges and the length of time for advance notice of intent to increase charges. (Specify)
- d) The ownership of any personal property, real estate, money, or financial investments that is to be transferred to the Facility upon admission of the Resident or at some future date. (Specify what is being transferred to the Facility and the date of transfer)
- e) The refund policy to apply when transfer of ownership, closing of facility, or Resident transfer or discharge occurs. (Specify)
3. The Resident agrees to abide by the requirements/rules regarding the Resident's conduct and other restrictions or special conditions. (Specify requirements/rules, other restrictions, special conditions)

4. The Resident agrees that the following actions, circumstances, or conditions would result or might result in discharge from the facility:

5. The Resident acknowledges that:

- a) The resident or the resident's legal representative has reviewed requirements or rules regarding resident conduct, other restrictions, or special conditions.
- b) The resident or the resident's legal representative has been informed of the policy regarding the amount of notice required when a resident wishes to move from the Facility.
- c) The resident has been informed of the policy regarding pets living in the Facility.
- d) The resident has been informed of the policy regarding weapons on the premises of the Facility.
- e) The resident or the resident's legal representative or responsible individual has reviewed § 63.2-1808 of the Code of Virginia, Rights and Responsibilities of Residents of Assisted Living Facilities, and the provisions of this statute have been explained.
- f) The resident or the resident's legal representative or responsible individual has reviewed the Facility's policies and procedures for implementing § 63.2-1808 of the Code of Virginia.
- g) The resident has been informed that the resident may refuse release of information regarding the resident's personal affairs and records to any individual outside the Facility, except as otherwise provided in law and except in case of the resident's transfer to another caregiving facility.
- h) The resident has been informed that interested residents may establish and maintain a resident council, the purpose of a resident council, that the Facility is responsible for providing assistance with the formation and maintenance of the council, and whether or not such a council currently exists in the Facility.
- i) The resident has been informed of the bed hold policy in case of temporary transfer or movement from the Facility, if the Facility has such a policy.
- j) The resident has been informed of the policy or guidelines regarding visiting in the Facility, if the Facility has such a policy or guidelines.
- k) The resident has been informed of the rules and restrictions regarding smoking on the premises of the Facility.

- l) The resident has been informed of the policy regarding the administration and storage of medications and dietary supplements.

- m) The resident, upon request, has been notified in writing that the Facility maintains liability insurance that provides the minimum amount of coverage set forth in 22VAC40-73-45 to compensate residents or other individuals for injuries and losses from negligent acts of the Facility. The written notification must be on the liability insurance statement form developed by the Virginia Department of Social Services.

- n) The resident has received written assurance that the Facility has the appropriate license to meet the resident's care needs at the time of admission.

In witness whereof the parties have caused this agreement to be executed by their official signatures thereunder duly authorized.

Licensee or Administrator: _____ Date: _____

Resident: _____ Date: _____

Legal Representative: _____ Date: _____