

OHCQ AL Targeted Reg Changes - Working Draft May 29, 2026

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- #1: 10.10.03 - Delegating Nurse can sign the CLIA application
 - #2: 10.12.04 - adding MMRV immunity requirements and religious and medical exemption to AMDC (consistent with nursing homes and assisted living)
 - #3: 10.07.14.02 and 10.07.14.33 - clarifies that the ALP completes an incident report for resident trips to ED and urgent care and require harm to be reported to OHCQ within 24 hours
 - #4: 10.07.14.02, .28, .36 - correct typo (replace “patient” with “resident”) (occurs three times)
 - #5: 10.07.14.06, .08, .14, .24, .47, .50 - correct typo (replace “licensee” with “ALP”) (occurs twenty-one times)
 - #6: 10.07.14.11 - documentation of the emergency plan must remain on site
 - #7: 10.07.14.15, .19, .20 - adding MMRV immunity requirements and religious and medical exemption to to ALP
 - #8: 10.07.14.16 - adding 80 hour Assisted Living Manger course covers all of chapter
 - #9: 10.07.14.17 - Add CLIA waiver training to ALM 80 hour course
 - #10: 10.07.14.21 - Refers to the appropriate section of the Nurse Practice Act regarding the delegating nurse’s responsibility of oversight of contracted health care services.
 - #11: 10.07.14.26 - fix typo in Resident Agreement
 - #12: 10.07.14.27 - added [SB 293](#) new professional liability requirements from the 2026 Legislative Session
 - #13: 10.07.14.31 - remove a delegation that is confusing and was a typo
 - #14: 10.07.14.49 - correct high and low temperatures involving food
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Title 10

MARYLAND DEPARTMENT OF HEALTH

Subtitle 10 Laboratories

ONE: This change allows a registered nurse or delegating nurse to sign the application for a CLIA Waiver. Many DNs or RNs have associate degrees, and therefore currently are prohibited from signing the CLIA waiver application. This change addresses the educational barrier and is provider friendly.

10.10.03 Medical Laboratories - Licenses

.02 Letters of Exception.

A. Eligibility.

(1) An individual directing a POL or POCL who offers to perform or performs tests limited to one or more excepted tests may obtain a letter of exception instead of a permit to offer to perform or perform those tests.

(2) An individual eligible for a letter of exception shall:

(a) Be qualified as a laboratory director as set forth in 42 CFR §493.1405, including:

(i) Being a doctor of medicine or doctor of osteopathy licensed in the State and having laboratory training or experience appropriate for the testing performed; [or]

(ii) Being a registered nurse or delegating nurse licensed in the State performing services under COMAR 10.07.14 or COMAR 10.12.04;

~~[(ii)]~~ *(iii)* Holding an earned doctoral, master's, or bachelor's degree in a chemical, physical, biological, or clinical laboratory science or medical technology from an accredited institution;

(b) Provide evidence of training in the performance and interpretation of excepted tests and be licensed in the State as a:

(i) Nurse midwife;

(ii) Nurse practitioner;

(iii) Physician assistant;

(iv) Chiropractor;

(v) Podiatrist;

(vi) Dentist; [or]

(vii) Pharmacist;

(viii) Registered nurse;

(ix) *Delegating nurse; or*

(c) (text unchanged)

Title 10

MARYLAND DEPARTMENT OF HEALTH

Subtitle 12 Adult Health

Two: This change clarifies the evidence of immunity for MMRV in 10.12.04 Day Care for the Elderly and Adults with a Medical Disability, consistent with nursing home and assisted living programs. This change also allows for a medical and religious exemption.

10.12.04 Day Care for the Elderly and Adults with a Medical Disability .14 Staff.

A. Staffing Pattern. (text unchanged)

B. Required Staff. (text unchanged)

C. Personnel Policies.

(1) (text unchanged) The center shall have written personnel policies, including at least the following:

(2) (text unchanged) The center shall make a copy of its policies and procedures available to each employee.

(3) (text unchanged) Before hiring, staff:

(a) Shall have a criminal background check as required in Health-General Article, §19-1901, et seq., Annotated Code of Maryland; and

(b) May not have criminal convictions or criminal history that indicates behavior that is potentially harmful to participants, as evidenced through a criminal history records check.

(4) *Measles, Mumps, Rubella, and Varicella.*

(a) *The center shall screen and maintain written documentation of employee's proof of immunity to common childhood infections including measles, mumps, rubella, and varicella. Proof of immunity to these diseases shall be verified by:*

(i) *Documented evidence of administration of vaccine;*

(ii) *Laboratory evidence of immunity; or*

(iii) *Documented provider verification of a history of varicella or herpes zoster is acceptable evidence of varicella immunity.*

(b) The center shall require that employees who are not immune to measles, mumps, rubella, and varicella receive immunization for measles, mumps, rubella, and varicella, unless medically contraindicated or against the employee's religious beliefs.

(c) If the employee refuses to be immunized for medical or religious reasons, the center shall document the refusal and the reason for it.

(d) The center shall screen and maintain written documentation of proof of immunity for measles, mumps, rubella, and varicella or exemption, for each employee within 120 days following the employee's start date of employment.

D. Position Description. (text unchanged)

E. Staff Training. (text unchanged)

F. (text unchanged)

Title 10
MARYLAND DEPARTMENT OF HEALTH
Subtitle 07 Hospitals

Three: Clarify that an Incident Report must be filled out for resident trips to the emergency department and urgent care. This change also requires serious harm to be reported to OHCQ. Current regulations only require deaths to be reported.

10.07.14 Assisted Living Programs

.02 Definitions.

- A. (text unchanged)
- B. Terms Defined
 - (1) - (38) (text unchanged)

(39) “Incident” means:

- (a) The death of a resident from other than natural causes;
- (b) The disappearance or elopement of a resident;
- (c) An assault on a resident resulting in injury;
- (d) [An injury to a resident which may require treatment by a health care practitioner,] *Any significant change in condition of a resident that results in an emergency department visit, urgent care visit, or urgent visit for immediate care if the assisted living staff’s perception is that the resident’s needs cannot wait for the resident’s next scheduled practitioner visit, or an event such as a fall which could subsequently require treatment;*
- (e) Abuse, neglect, or financial exploitation of a resident;
- (f) An error or omission in medication or treatment which may result in harm to the resident;
- (g) An emergency situation or natural disaster; or
- (h) Any other event that results in death, permanent harm, or severe temporary harm.

.33 Incident Reports.

A. (text unchanged) Staff of the assisted living program shall complete an incident report within 24 hours of having knowledge that an incident, as defined in Regulation .02B(39) of this chapter, occurred.

B. (text unchanged) The assisted living program shall make incident reports available on the premises to the Department and any government agency designated by the Department.

C. (text unchanged) All incident reports shall include: (1) Time, date, and place; (2) Individuals present; (3) Complete description of the incident; (4) Response of the staff at the time; and (5) Notification to the: (a) Resident or, if appropriate, the resident representative; (b) Resident's health care practitioner, if appropriate; (c) Delegating nurse; (d) Licensing or law enforcement authorities, when appropriate; and (e) Follow-up activities, including investigation of the occurrence and steps to prevent its reoccurrence.

D. The assisted living program shall notify the OHCQ within 24 hours of [a resident death resulting from: (1) Abuse; (2) Neglect; (3) Wandering; (4) Elopement; (5) A medication error; (6) Burns; or (7) Any injury incurred at the assisted living program.]:

(1) A resident death resulting from:

(a) Abuse;

(b) Neglect;

(c) Wandering;

(d) Elopement;

(e) A medication error;

(f) Burns; or

(g) Any injury incurred at the assisted living program.

(2) Any other event that results in permanent harm, or severe temporary harm to a resident.

Four: This is a non-substantial technical fix to replace the word "Patient" with the word "Resident". It occurs three times and was missed inadvertently when the regulations were updated in 2025.

10.07.14 Assisted Living Programs

.02 Definitions.

A. In this chapter, the following terms have the meanings indicated.

B. Terms Defined.

1-18 (text unchanged)

(19) "Consultant" means an individual or organization, under contract with a [licensee] *assisted living program*, that may:

(20) - (23) (text unchanged)

(24) "Delegation of nursing tasks" means the formal process approved by the Maryland Board of Nursing which permits a professional nurse to assign nursing tasks to an unlicensed individual, a

certified nursing assistant, or a medication technician, in accordance with COMAR 10.27.11.03, through:

(a) A nursing assessment of the [patient's] *resident's* nursing care needs prior to delegation of tasks;

(25) - (50) (text unchanged)

(51) "Management firm" means an organization, under contract with an applicant for a license or a current [licensee] *assisted living program*, that is intended to have or has full responsibility and control over the day-to-day operations of the assisted living program.

.28 Service Plan.

A. (text unchanged)

B. Assessment of Condition.

(1) (text unchanged)

(2) A full assessment of the resident shall be completed:

(a) Within 48 hours but not later than required by nursing practice and the [patient's] *resident's* condition after:

(i) A significant change of condition; and

(ii) Each nonroutine hospitalization; and

(b) At least annually.

.36 Resident's Rights.

A. Resident Bill of Rights.

(1) An assisted living program shall develop a Resident Bill of Rights that, at a minimum, includes the following rights:

(a) - (d) (text unchanged)

(e) Choose a pharmacy provider, if the provider can comply with the assisted living programs' reasonable policies and procedures for [patient] *resident* safety in medication supply and administration;

Five: This is a non-substantial technical fix to replace the word "Licensee" with the word "assisted living program". It occurs twenty-one times and was missed inadvertently when the regulations were updated in 2025.

10.07.14 Assisted Living Programs

.06 Restrictions.

C. Drop-In or Day Services.

1-3 (text unchanged)

(4) An individual who has applied for admission or who has been admitted to the [licensee] *assisted living program* who is transitioning to the assisted living program is counted as a resident.

.08 Changes in an Assisted Living Program that Affect the Operating License.

A. General Information Related to Licensure.

(1) A [licensee] *assisted living program* shall immediately notify the Department of any change in the information the [licensee] *assisted living program* had submitted with the most recent application.

(2) A license is valid only in the name of the [licensee] *assisted living program* to whom it is issued, and is not subject to sale, assignment, or other transfer.

(3) (text unchanged)

(4) A [licensee] *assisted living program* shall forward to the Department a copy of any report or citation of a violation of any applicable building codes, sanitary codes, fire safety codes, or other regulations affecting the health, safety, or welfare of residents within 7 calendar days of receipt of the report or citation. An assisted living program's failure to notify the Department may result in the imposition of a sanction.

D. Name Change.

1-2 (text unchanged)

(3) Upon processing, the Department shall issue a new license to the assisted living program that includes the new name of the [licensee] *assisted living program*.

F. Change of Ownership — Sale, Transfer, or Lease of a Facility.

1-7 (text unchanged)

(8) Upon receipt of a new license, all use of the previously issued assisted living [licensee] *program's license* shall immediately cease.

(9) A [licensee] *assisted living program* named in the original license shall remain responsible for the operation of the assisted living program until a new license is issued to the new owner, and the current [licensee] *assisted living program* shall remain responsible for correction of all outstanding deficiencies or impending sanctions until a new license is issued to the new owner.

I. Surrender of License.

(1) Unless the Department agrees to accept the surrender of a license, an assisted living program may not surrender a license to operate an assisted living program nor may the license lapse by operation of law while the [licensee] *assisted living program* is under investigation or while charges are pending against the [licensee] *assisted living program*.

(2) The Department may set conditions on its agreement with the [licensee] *assisted living program* under investigation or against which charges are pending to accept surrender of the license.

.14 Staffing Plan.

F. Electronic Monitoring Systems.

(1) (text unchanged)

(2) If an electronic monitoring system is approved by the Department for the assisted living program to use, the [licensee] *assisted living program* shall document the approval of the electronic monitoring system in the area provided on the Resident Assessment Tool.

.24 Resident-Specific Level of Care Waiver.

A. (text unchanged)

B. An assisted living program may not continue providing services to a resident whose needs exceed the level of care for which the [licensee] *assisted living program* has authority to provide, without approval of the Department.

.47 Emergency Preparedness.

C. Emergency and Disaster Plan.

1-6 (text unchanged)

(7) The assisted living program shall:

(a) Identify a facility, facilities, or an alternate location or locations that have agreed to house the [licensee's] *assisted living program's* residents during an emergency evacuation; and

.50 Resident's Room and Furnishings.

A. Resident Room.

1-5 (text unchanged)(6) Resident rooms shall be for the private use of the assigned resident or residents. A resident's room shall have a latching door and may have a lock on the resident room side of the door at the [licensee's] *assisted living program's* option.

Six: This is a clarification change that adds the provider's emergency plan to the list of items that must be kept on site at the ALP, and cannot be stored off-site.

10.07.14 Assisted Living Programs

.11 Investigation by Department.

A. (text unchanged)

B. Records and Reports.

(1) Inspection.

(a) — (d) (text unchanged)

(2) Maintenance.

(a) The assisted living program shall maintain files on-site pertaining to:

(i) Current residents;

(ii) Residents who have been discharged within the last 6 months;

(iii) Staff; [and]

(iv) Quality assurance activities[.] ; *and*

(v) *The emergency and disaster plan developed in accordance with Regulation .47 of this chapter.*

(b)—(c) (text unchanged)

Seven: This change clarifies the evidence of immunity for MMRV, consistent with nursing home and adult medical day care programs. This change also allows for a medical and religious exemption, and applies to all staff and the assisted living manager.

10.07.14 Assisted Living Programs

.15 Assisted Living Manager.

A. Qualifications.

(1) (text unchanged)

(2) The assisted living manager shall at a minimum:

(a) — (d) (text unchanged)

(e) Be immune to measles, mumps, rubella, and varicella [as evidenced by history of disease or vaccination;] *in accordance with Regulation .19 of this chapter;*

.19 Other Staff—Qualifications

A. 1.—2. (text unchanged)

B. Qualifications of Other Staff. The qualifications of other staff include:

(1) Evidence that the staff is:

(a) Free from tuberculosis in a communicable form in accordance with Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Facilities;

[(b) Immune to measles, mumps, rubella, and varicella as evidenced by history of disease or vaccination];

(c)/ (b) Free from any impairment which would hinder the performance of assigned responsibilities;

(2) - (8) text unchanged)

C. - J. (text unchanged)

K. Measles, Mumps, Rubella, and Varicella.

(1) The assisted living program shall screen and maintain written documentation of employee's proof of immunity to common childhood infections including measles, mumps, rubella, and varicella. Proof of immunity to these diseases shall be verified by:

(a) Documented evidence of administration of vaccine;

(b) Laboratory evidence of immunity; or

(c) Documented provider verification of a history of varicella or herpes zoster is acceptable evidence of varicella immunity.

(2) The assisted living program shall require that employees who are not immune to measles, mumps, rubella, and varicella receive immunization for measles, mumps, rubella, and varicella, unless medically contraindicated or against the employee's religious beliefs.

(3) If the employee refuses to be immunized for medical or religious reasons, the assisted living program shall document the refusal and the reason for it.

(4) The assisted living program shall screen and maintain written documentation of proof of immunity for measles, mumps, rubella, and varicella or exemption, for each employee within 120 days following the employee's start date of employment.

.20 Personnel Records.

The assisted living program shall maintain the following information for each staff member:

A.— I. (text unchanged)

J. Documentation that the staff is:

(1) Free from tuberculosis in a communicable form in accordance with Guidelines for Preventing the Transmission of Mycobacterium tuberculosis in Health-Care Facilities; and

(2) Immune to measles, mumps, rubella, and varicella [as evidenced by history of disease or vaccination.] *in accordance with Regulation .19 of this chapter.*

K.—O. (text unchanged)

Eight: This change is a technical clarification that will ensure that vendors teaching the 80 hour ALM course content will cover all relevant management requirements of COMAR 10.07.14, and not only regulation .17. This change also allows OHCQ to perform audit checks for cause.

10.07.14 Assisted Living Programs

.16 80-Hour Assisted Living Manager Training Course.

A. (text unchanged)

B. The completed manager's training course shall:

(1) Consist of 80 hours of course work and include an examination; [and]

(2) Provide the training through in-person courses, virtual training methods, or a combination of both[.]; and

(3) *Teach at a minimum, the managerial content of this chapter and the course content specified in Regulation .17 of this chapter;*

(4) *Contain the subject matter relating to the management of assisted living programs set forth in this chapter.*

C.—F. (text unchanged)

G. The Department may periodically and for cause, perform an audit on approved vendors to determine compliance with this regulation and Regulation .17 of this chapter.

Nine: This change adds CLIA waiver application instruction to ALM Course and is a provider friendly measure.

10.07.14 Assisted Living Programs

.17 80-Hour Assisted Living Manager Basic Training Course.

A. The 80-hour assisted living manager basic training course shall include the following content:

(1) - (4) (text unchanged)

(5) Clinical management, 20 hours, including:

(a) Role of the delegating nurse;

(b) Appropriate nurse delegation;

(c) Concept of self-administration of medications;

- (d) Concept of medication management;
- (e) Assistance with self-administration of medications;
- (f) Administration of medications;
- (g) Coordination of services and care providers;
- (h) Collaboration with the delegating nurse;
- (i) Preventing medication errors;
- (j) [Patient] *Resident* safety;
- (k) Medication monitoring;
- (l) Pharmacy consultation;
- (m) Medication storage;
- (n) Infection prevention and control to include:
 - (i) Standard and contact precautions;
 - (ii) Bloodborne pathogens;
 - (iii) Standard hand hygiene practices;
 - (iv) Safe injection practices;
 - (v) Use of personal protective equipment; and
 - (vi) Cleaning and disinfection of equipment and the environment;
- (o) Appropriate staffing patterns;
- (p) Pressure sores;
- (q) Effective pain management;
- (r) Basic first aid taught by a first aid instructor certified by a national organization;
- (s) Basic cardiopulmonary resuscitation (CPR), including a hands-on component, taught by a CPR instructor certified by a nationally recognized organization;
- (t) Substance abuse;
- (u) Trauma-informed care; [and]
- (v) A trauma-informed approach to care delivery; *and*

(w) An overview of the CLIA (Clinical Laboratory Improvement Amendments) Waiver process as it pertains to assisted living programs conducting or monitoring test results of residents, including but not limited to blood sugar testing, as described in:

(i) 42 CFR §493.5 – Laboratory certifications;

(ii) 42 CFR §493.15 – Laboratories performing waived tests; and

(iii) 42 CFR § 493.35 through § 493.41.

Ten: This is a clarifying change and cross references the appropriate section of the Nurse Practice Act regarding the delegating nurse's responsibilities and clinical oversight in scenarios where contracted health care services are involved in the care of a resident, such as home health and wound care.

10.07.14 Assisted Living Programs

.21 Delegating Nurse.

A. (text unchanged) The assisted living program shall have a current and signed agreement with a registered nurse for services of a delegating nurse and delegation of nursing tasks. If the delegating nurse is an employee of the assisted living program, the employee's job description may satisfy this requirement.

B. (text unchanged) The program shall maintain documentation that the delegating nurse has completed the mandatory training course developed by the Board of Nursing.

C. Duties. The delegating nurse shall:

(1) Be on-site to observe each resident at least every 45 calendar days;

(2) Be available on call at all times as required under this chapter or have a qualified alternate delegating nurse available on call; [and (3)]

(1) Maintain compliance with the Maryland Board of Nursing's Nurse Practice Act including, but not limited to, COMAR 10.27.09 and 10.27.11; and

(4) (text unchanged) Have the overall responsibility for: (a) - (e) (text unchanged)

Eleven: This is a technical change to fix a typo in .26 Resident Agreement. The cross reference should be 10 (d) (e) and NOT 8(d) (e) or D (9)(c).

10.07.14 Assisted Living Programs

.26 Resident Agreement — General Requirements and Nonfinancial Content.

A. (text unchanged).

B. For a person admitted for short-term residential care, the resident or the resident agent and the assisted living manager or their designee shall sign, before or at the time of admission, a resident

agreement as set forth in this regulation excluding the provisions of [§D(9)(c) and 8 (d) and (e) of this regulation.] §D(10) (d) and (e) of this regulation.

C. (text unchanged)

D. The resident agreement shall include, at a minimum, the following provisions:

(1) —(9) (text unchanged)

(10) (kept for readability) Admission and discharge policies and procedures, including:

(a) Any additional admission requirement imposed by the assisted living program;

(b) Those actions, circumstances, or conditions which may result in the resident's discharge from the assisted living program;

(c) The procedures which the assisted living program shall follow to verify that the receiving program or facility has the required license to operate that type of program or facility;

(d) The procedures which the assisted living program shall follow when discharging a resident without the resident's consent, except in the case of a health emergency or substantial risk to other residents, including:

(i) The termination of the resident agreement on discharge; and

(ii) At least 30 calendar days written notice to the resident or resident representative before the effective date of the discharge;

(e) Procedures that the assisted living program shall follow when discharging, without 30 calendar days notice, a hospitalized resident whose medical needs have advanced beyond the level of care for which the assisted living program is licensed to provide. The procedures shall include at a minimum:

(i) A statement that a transfer to the hospital is not grounds for discharge; and

(ii) A requirement that the delegating nurse shall perform and document a nursing assessment of the resident's condition at the hospital to determine if the resident can safely return to the facility;

(f) Procedures that the resident shall follow when terminating the resident agreement;

(g) A statement that the resident or resident representative shall give at least 30 calendar days notice to the assisted living program before the effective date of termination except in the case of a health emergency;

(h) Procedures the assisted living program shall follow when a multiple person unit is vacated by one resident due to discharge or death, including provisions:

(i) For termination of the agreement; and

(ii) Appropriate refunds;

(11) Obligations of the [licensee] *assisted living program*, the resident, or the resident representative as to:

(a) (text unchanged)

(b) (text unchanged) ;

Twelve: This change implements [SB 293](#)/HB442 from the 2026 Legislative Session that requires ALPs to notify each resident and prospective resident if they do not maintain professional liability insurance, or professional liability insurance coverage has lapsed and has not been renewed.

10.07.14 Assisted Living Programs

.27 Resident Agreement — Financial Content[.] and Professional Liability Insurance Coverage Requirements.

A. (1) - (2) (text unchanged)

B. The resident agreement shall include the assisted living program's status of professional liability insurance coverage, which includes, at a minimum:

- (1) A statement that the assisted living program maintains professional liability insurance coverage;*
- (2) A statement that the assisted living program does not maintain professional liability insurance coverage; or*
- (3) A statement that the assisted living program's professional liability insurance coverage has lapsed for any period of time and has not been renewed .*

C. Notifications - Professional Liability Insurance Coverage.

- (1) Notification of professional liability insurance coverage to current residents whose resident agreement was signed prior to November 1, 2026 may receive notification by separate provider communication in writing or by written electronic communication.*
- (2) Notification of professional liability insurance lapses in coverage shall be provided to current residents within 30 days after the date the coverage lapsed, in writing or by written electronic communication, and must be signed by the resident.*
- (3) Notification of professional liability insurance coverage status shall be provided to prospective residents in writing or by written electronic communication;*
 - (a) At the first visit by the prospective resident during any period in which an assisted living program does not maintain professional liability insurance;*
 - (b) If the assisted living program does not maintain professional liability insurance at the time the prospective resident applies for admission, at the time of the application; and*
 - (c) Is signed by the prospective resident at the time of application for admission.*
- (4) Notifications under this section shall be retained by the assisted living program as part of the assisted living program's records.*
- (5) Each facility-based assisted living program in the state that does not maintain professional liability insurance coverage shall post a notification in a conspicuous place visible to residents and guests that the assisted living program does not maintain professional liability insurance .*

[B.] *D. (text unchanged)* When the resident's needs significantly change and the level of service provided needs to be increased or decreased, the resident agreement shall be amended by the parties to reflect the changes in services being provided and any applicable increase or decrease in charges.

[C.] *E. (text unchanged)* Charges that incur after the death of the resident may not include services provided to the resident after their death, but may include administrative charges

Thirteen: This is a technical change that removes the ability of the assisted living manager to delegate the medication regimen review that is required to be performed with a health care practitioner, RN or delegating nurse, or licensed pharmacist.

10.07.14 Assisted Living Programs

.31 Medication Management and Administration.

A. —E. (text unchanged)

F. Medication Regimen Review Upon Admission.

(1) The assisted living manager shall consult within 14 calendar days of a resident's admission with the individuals set forth in §F(2) of this regulation to review a new resident's medication regime.

(2) The medication review may be conducted by a:

- (a) Health care practitioner;
- (b) Registered nurse, who may be the delegating nurse; or
- (c) Licensed pharmacist.

G. The purpose of the medication regimen review required by §F of this regulation is to review with the assisted living manager[or designee]:

- (1) A resident's current medication profile, including all prescription and nonprescription over-the-counter medications and tube feedings;
- (2) The potential that current medications have to act as a chemical restraint;
- (3) The potential for any side effects;
- (4) The potential for adverse drug interactions; and
- (5) Any medication errors that have occurred since admission.

H. The assisted living manager, or designee, shall ensure that the medication regimen review required by §F of this regulation is documented in the resident's records, including any recommendations given by the reviewer.

Fourteen: This is a technical change that fixes incorrect temperature references for food storage. The temperature should be 41 (low) and 135 (high), consistent with 10.15.03.06. Maryland Food Safety Guidelines.

10.07.14 Assisted Living Programs

.49 Common Use Areas.

F. Kitchen.

(1)—(3) (text unchanged)

4) An assisted living program with fewer than 17 residents:

(a) Shall obtain food from sources that comply with all laws and regulations relating to food, food processing, food handling, and food labeling;

(b) Shall protect food from contamination while being stored, prepared, displayed, served, or transported;

(c) Shall promptly discard the following:

(i) Spoiled food;

(ii) Swelled, rusty, or leaky canned foods; and

(iii) Food exposed to fire, smoke, or water damage;

(d) May not serve to residents home-canned food or food in a hermetically sealed container as defined in COMAR 10.15.03.02B, which was prepared in a place other than a licensed food processing establishment;

(e) Shall maintain potentially hazardous food as defined in COMAR 10.15.03.02B at [45°F] 41°F or below, or [140°F] 135°F or above, until served to residents;

(f) Shall maintain food equipment, appliances, and utensils in a clean and sanitary manner and in good repair;

(g) Shall maintain food contact surfaces smooth and free of breaks, open seams, cracks, chips, and pits;

(h) Shall maintain floors, walls, and storage areas in a clean and sanitary manner and in good repair;

(i) Shall provide refrigeration operated at or below [45°F] 41°F and equipped with an indicating thermometer graduated at 2°F intervals; and

(j) Shall provide freezer space operated at 0°F or less and equipped with an indicating thermometer graduated at 2°F intervals.