

**Prince George's County, Maryland  
Office of Audits and Investigations**

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**Prince George's County Health Department**

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**Food & Friends, Inc.**

**Ryan White – Part A  
Home Delivered Meals Program**

**July 2018**



**David H. Van Dyke  
County Auditor**

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July 2018

The County Council and County Executive  
of Prince George's County, Maryland

We have conducted a special review of the

**Food & Friends, Inc.**

**Ryan White – Part A  
Home Delivered Meals Program**

**July 2018**

in accordance with the requirements of Article III, Section 313, of the Charter for Prince George's County, Maryland. Our report is submitted herewith.

We have discussed the contents of this report with appropriate personnel at Food & Friends, Inc., and the Prince George's County Health Department, and wish to express our sincere gratitude to them for the cooperation and assistance extended to us during the course of this review.

A blue ink signature of David H. Van Dyke, written in a cursive style.

David H. Van Dyke, CPA, CIA, CFE, CICA  
County Auditor

A purple ink signature of Sylvia King, written in a cursive style.

Sylvia King, CIA, CFE, CICA  
Audit Manager

A purple ink signature of Canjor Reed, written in a cursive style.

Canjor Reed  
Staff Auditor

## 1.0 INTRODUCTION

On October 17, 2016, the Office of Audits and Investigations (“A&I”) received a letter (See *Appendix B* Series attached), dated April 27, 2016, from Craig M. Shniderman, Executive Director, Food & Friends, Inc. (F&F), a non-profit company that provides for the needs of people living with human immunodeficiency virus infection and acquired immune deficiency syndrome (HIV/AIDS), cancer and other life-challenging illnesses in the Washington, District of Columbia (DC) metropolitan community. The letter expressed concerns regarding the impact of the reduction in Food & Friends Year 26 (March 1, 2016 – February 28, 2017) grant award from the County’s Health Department, for services to HIV/AIDS clients in Suburban Maryland being funded through *Ryan White – Part A* federal grant monies. Additionally, Food & Friends requested additional information from the County about the comprehensive use of Ryan White funds intended for home-delivered meals and medical nutrition therapy via Maryland Public Information Act (MPIA) requests.

Based upon the letter from Food & Friends, Inc., and at the request of the County Council, a review was conducted, which included reviews of the complaint, related procurement actions, relevant laws, regulations, policies, procedures, client files, and interviews of appropriate State, County and Food & Friends personnel.

## 2.0 BACKGROUND - Ryan White HIV/AIDS Program (RWHAP)

The Ryan White HIV /AIDS Program (the “Program”) is the largest federal program focused specifically on providing HIV care and treatment services to people living with HIV. Working with cities, states and local community-based organizations, the Program provides a comprehensive system of care for those living with HIV, who are uninsured or underinsured. A smaller but critical portion of the Program is used to fund technical assistance, clinical training, and the development of innovative models of care.

First enacted in 1990, legislation known as the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, has been amended and reauthorized four (4) times. The Ryan White HIV/AIDS Program legislation has been amended with each reauthorization to accommodate new and emerging needs, such as an increased emphasis on funding core medical services and changes in funding formulas.



## 2.1 Legislation Overview

The legislation is divided into several portions called **Parts**. The purpose is to provide a flexible structure under which this national program can address HIV care needs on the basis of:

- o Different geographic areas (metropolitan areas, states, and communities across the nation);
- o Varying populations hit hardest by the HIV epidemic;
- o Types of HIV-related services; and,
- o Service system needs (for example, technical assistance for programs, training of clinicians, or research on innovative models of care).

Legislative provisions (called **Sections**) address planning and decision-making, types of grants that are available, how funds may be used, requirements for entities submitting applications for funding, and available technical assistance to help programs run more effectively.

The Ryan White HIV/AIDS Program (RWHAP) is administered by the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA), HIV/AIDS Bureau (HAB).<sup>1</sup>

## 2.2 Ryan White – Part A

The Ryan White HIV/AIDS Program is divided into five (5) Parts following from the authorizing legislation, lettered A, B, C, D and F. For the purposes of this review, as it relates to the concerns cited by Food & Friends, the focus was on **Ryan White – Part A** funds.

- o **Part A** provides grant funding for medical and support services to Eligible Metropolitan Areas (EMAs) and Transitional Grant Areas (TGAs). EMAs and TGAs are population centers that are the most severely affected by the HIV/AIDS epidemic.

Support services as prescribed by the Ryan White HIV/AIDS Program are defined as “those services needed to achieve outcomes that affect the HIV-related clinical status of a person with HIV. Specifically, these services must facilitate access to care.”

Food and meal services assist with improving the nutritional status of the client, while they develop the necessary skills to make appropriate food choices that will improve and/or maintain a patient’s health status. It is commonly accepted that nutrient dense, well balanced, and safe

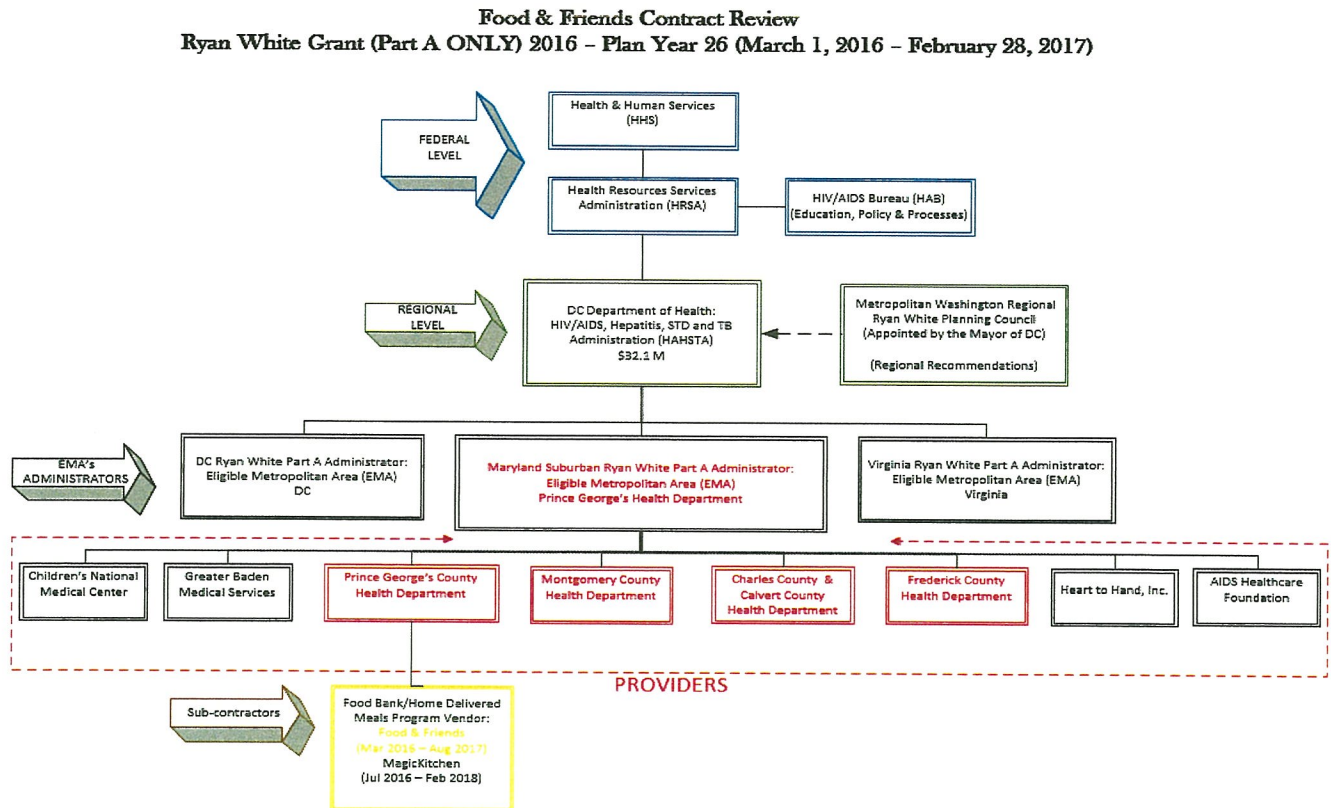
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<sup>1</sup> <https://hab.hrsa.gov/>

meals that are tailored to the specific dietary needs of people living with HIV/AIDS, can assist in maximizing the benefits of medical interventions and care.

Under the Ryan White Part A Program, the food and meal services include: home-delivered meals, congregate meals, pantry bags, and food gift cards/vouchers.

See high level flow of Part A funds in the flow chart below:



## 2.3 Eligible Metropolitan Areas (EMAs) and Providers

The Administrative Agent, or EMA, is responsible for monitoring the Part A funded services. These services are funded by a federal grant from HRSA, through the District of Columbia Health Department, HIV/AIDS, Hepatitis, Sexually Transmitted Diseases (STD) and Tuberculosis (TB) Administration (HAHSTA). This award is renewed annually through a written continuation process with HRSA and HAHSTA, which determines the award level each year. In addition to the aforementioned agencies, a process is in place to set priority and review resource allocation which is overseen by the Metropolitan Washington Regional Ryan White Planning Council (the “Council”). There are three (3) EMA administrators in the metropolitan area which



include: the District of Columbia, Suburban Maryland, and Virginia. The Suburban Maryland administration is located in the Prince George's County Health Department, and its responsibility includes providing support of a comprehensive continuum of care across five (5) counties; including Prince George's County, Montgomery County, Charles County, Calvert County, and Frederick County. As such, the Prince George's County Health Department (Health Department) serves in a dual capacity with respect to Ryan White Part A funds, as it is both an EMA (Administrative Agent), and a provider of Ryan White – Part A services (Provider).

As previously stated, this review is focused on the Suburban Maryland Ryan White Part A Administrative Agency, operated by the Prince George's County Health Department (Health Department), which ensures that high quality HIV/AIDS healthcare and support services are accessible to Suburban Maryland residents. (See *Appendix C* attached and chart on page 3 of this report).

## 2.4 Eligibility/Referral Process - The Ryan White HIV/AIDS Program (RWHAP)

The Ryan White law limits the persons eligible for Ryan White services, and limits the services that are allowable with Ryan White funds. Activities supported, and the use of funds appropriated under the law, must be in accordance with legislative intent, federal cost principles, and program-specific policies issued by HRSA. HRSA policy related to Ryan White Part A states that ***“no service will be supported with Ryan White funds unless it falls within the legislatively defined range of services.”*** The RWHAP ***is a program of last resort***, so if meals or services are available under another program, then that program should take precedent. For eligible clients, dependent children may also receive services provided by the County.

Eligibility criteria includes the following:

- o Residency in one of the five (5) Suburban Maryland counties - clients must reside in Prince George's or Partner Counties (Montgomery, Charles, Calvert, or Frederick).
- o Medical Need (HIV Positive) - clients are persons living with HIV/AIDS who can provide proof of their HIV status as established by the Ryan White CARE Act Guidance for Contractors, and meet the criteria for the respective services outlined below:
- o Homebound –
  - ✓ *Home Delivered Meals* – clients must be unable to shop or prepare meals for themselves due to physical and/or mental challenges, and must lack a network of family or friends to provide such support.
  - ✓ *Frozen Meals* – programs that deliver frozen meals must ensure that there is (i) a person (e.g., caregiver or partner) available to heat up the client's meal, or the client is able to do it on their own; (ii) room in the client's freezer to accommodate the

meals; and (iii) a microwave or oven in the client's home where the meal can be heated.

- ✓ *Groceries/Pantry bags* – clients must be unable to purchase nutritious food due to limited financial resources.
- o Un- or Under Insured.
- o Subject to Income Guidelines.

## 2.5 Prince George's County Provider Sub-contractors - Food & Friends, Inc. & My Magic Kitchen, Inc.

Food & Friends, Inc. served as a sub-contractor of the Prince George's County Health Department in the capacity of Provider, and was contracted by the County to provide medical nutrition therapy and home-delivered meals to the County's Suburban Maryland clients, who are infected with HIV/AIDS, and who were deemed eligible for participation in the County's Ryan White Part A program.

The Grant Year 26 Food & Friends, Inc. contract was for the period March 1, 2016 – February 28, 2017. In the past, Food & Friends, Inc. invoiced the program based on the total number of meals multiplied by the approved unit price rate. Food & Friends, Inc. executed an interim contract in August 2016 with Prince George's County, which covered the performance period of March 1, 2016 through August 31, 2016. The interim contract was set up as a "not to exceed agreement with a firm payment schedule." (See **Appendix E Series** attached)

In Grant Year 26, the Prince George's County Health Department's Family Health Services Division hired a qualified licensed Nutritionist to provide nutrition assessments, nutrition education and to determine eligibility for home delivered meals under Ryan White to ensure compliance with Ryan White program guidelines and standards. As a result, the Prince George's County Office of Law attempted to re-negotiate a new contract with the Counsel for Food & Friends, Inc., which Food & Friends refused.

The County made a decision to procure meal service from an alternate supplier, My Magic Kitchen, Inc., effective; September 1, 2016, who accepted the re-negotiated contract service requirements which Food and Friends refused. The County Health Department requested and was granted an only practical source determination for fiscal year 2017, from the County Purchasing Agent on August 17, 2016, so as not to have any disruption in service. (See **Appendix F-1** attached)



## OBJECTIVES

The objectives of our review were as follows:

- 1) Determine whether the County had a lapse in providing eligible participants with food from the end of the interim contract with Food & Friends in August 2016 and when meals were first delivered by My Magic Kitchen, LLC in September 2016.
- 2) Determine whether Food & Friends, Inc. should be compensated for providing meals without a valid contract.
- 3) Determine whether the client referral process that the County implemented was acceptable.
- 4) Determine whether the County's Health Department, as the Administrative Agency for the Suburban Maryland Ryan White Part A, appropriately interprets the Client eligibility requirements under the Ryan White HIV/AIDS Program requirements. The review also considered:
  - i. What it means to be considered the provider of "last resort."
  - ii. Whether veterans are allowed to be a part of the Ryan White Part A program.
- 5) Determine whether the County has adequately utilized Ryan White funds intended for home-delivered meals and medical nutrition therapy for the period under review.
- 6) Determine whether the County responded to Food & Friends, Inc. request(s) pursuant to the Maryland Public Information Act ("MPIA") Annotated Code of Maryland General Provisions Article § 4-103, and whether the County responded to the requests in a timely manner.

## METHODOLOGY

As part of the review of this matter, we performed the following:

- Reviewed applicable Federal, State and County laws and regulations, existing policies and procedures, to gain an understanding of the laws, regulations, policies and procedures governing the Ryan White HIV/AIDS program requirements and process.
- Conducted interviews and/or inquiries with individuals with knowledge of the program in person, via phone and/or by email.

- Obtained, reviewed and analyzed County documentation related to the concerns of Food and Friends Inc., including but not limited to emails, invoices, financial records, and internal memorandums.
- Conducted an audit of client files in the County's CareWare system to ascertain eligibility to receive home-delivered meals.
- Conducted research of publicly available information relative to parties involved in the award of the grant agreement, and information pertinent to the concerns cited.

## **FINDINGS**

Based on the documents reviewed, information collected, and interviews conducted during the course of the evaluation, we determined the following.

**Finding No. 1a – Under the Ryan White Part A Program, the County did not have a lapse in providing eligible participants with food from the end of the interim contract with Food & Friends, Inc. in August 2016, and when meals were first delivered by My Magic Kitchen, LLC in mid-September 2016.**

**Finding No. 1b – There is no documentation in place to evidence the actual delivery of meals to Ryan White clients by Food & Friends, Inc., and the disposition of undelivered meals.**

In addition to inquiry of Prince George's County Health Department and Food & Friends staff, A&I reviewed contracts and invoices for both Food & Friends, Inc. and My Magic Kitchen for the period March 2016 – February 2017, and determined that there was no gap between the time when clients were contracted with and last serviced by Foods & Friends, Inc., and when meal service commenced with My Magic Kitchen.

The effective dates of the agreement periods indicated below did not create a lapse of service:

- October 1, 2014 to February 28, 2015    Food & Friends, Inc. (Grant Year 25)
- March 1, 2015 to February 29, 2016    Food & Friends, Inc. (Grant Year 26)
- March 1, 2016 to August 31, 2016    Food & Friends, Inc. (interim agreement)
- July 15, 2016 to February 28, 2017    My Magic Kitchen, Inc.

We reviewed the invoices for the same time periods for both vendors, and inquired of County personnel and Food & Friends regarding the delivery process to Ryan White clients. Food & Friends staff indicated that it uses volunteers to hand-deliver meals to clients, and while the



volunteers have a drop form with the client's address, there is no confirmation of delivery with any signed ticket or documentation. Food & Friends stated that the last delivery under contract with the County occurred at the end of August 2016, and the meal pack included two (2) weeks of meals. Per County personnel, the first meal delivery by My Magic Kitchen under contract occurred in mid-September 2016, utilizing the US Postal Service, which is traceable, and included a 2-week package to the five (5) clients deemed eligible by the County's Health Department. See **Appendix F-2.1** attached.

We also noted that the Health Department questioned the number of non-deliveries and the disposition of the meals that were not delivered by Food & Friends. Health Department personnel indicated that non-delivered meals were given away to Food & Friends volunteers. However, because there are no formal records other than Food & Friends invoice reports, A&I was unable to substantiate this claim related to billing.

**Finding No. 2 – Prince George's County has fulfilled its contractual obligations to Food & Friends, Inc. in accordance with the contract terms in effect at the time, and therefore Food & Friends, Inc. is not entitled to additional compensation.**

A&I performed a review of the contract terms, invoices from Food & Friends, Inc. and payments by the County to Food & Friends, Inc. for the period March 2015 – November 2016, and noted that Food & Friends, Inc. was paid in accordance with the contract schedule(s) in effect. Although there were minor discrepancies in invoicing by Food & Friends, the County corrected these prior to disbursement. Food & Friends, Inc. was paid all monies due under the extended contract, totaling \$113,457. Food & Friends, Inc. continued to deliver meals to over 90 clients through November, 2016 without prior authorization of the EMA to do so.

We reviewed the Food and Friends, Inc. invoices for the period March 2016 – August 2016, and noted that Food & Friends provided meals *in excess* of the number of eligible participants under the contractual agreement with the County for that timeframe. **Table 1** on the following page shows the number of clients invoiced by Food and Friends, and the number of County approved clients for the period March – November 2016. The contract for the timeframe stipulates that the number of clients and dependents served will not exceed 60. We noted that the approved clients by the Administrative Agent was not finalized until August, 2016, and the payments were made retroactive to this not to exceed amount. No payments for service were processed by the County after August 31, 2016 because the contract expired. (See **Appendix E-2.3** attached). If My Magic Kitchen had not commenced operations as stipulated by the contract, then it would have been acceptable to allow for the incumbent, Food & Friends, to continue services after August 31, 2016, while the new vendor ramped up for operation. It is considered a best practice and customary to compensate accordingly the incumbent with the terms of the agreement. However,

a Memorandum of Understanding (MOU) would have been issued between the County and Food & Friends to cover this period, but this was not necessary as the new vendor (My Magic Kitchen) was able to commence delivery of meals on a timely basis to avoid any interruption of service to the County's Ryan White Part A clients.

We reviewed the number of participants that were serviced and billed by Food & Friends, and noted that only 14 persons were eligible to receive home delivered meals, however Food & Friends, Inc. invoiced the County for over 90 clients per month. See **Table 1** below and **Table 2** on page 12.

Month /2016	Total Number of Clients <i>Invoiced by Food &amp; Friends</i>			Total Invoiced by Food & Friends	Total <u>Approved</u> Clients by Administrative Agent
	PGC	Montgomery Co.	Charles and Calvert Counties		
March	65	23	8	96	34
April	65	22	9	96	34
May	68	25	11	101	35
June	64	26	10	100	28
July	60	21	10	91	28
August	66	21	10	97	25
September	69	21	11	101	0
October	65	21	0	86	0
November	73	21	0	94	0

Table 1: Invoiced versus approved Ryan White clients.

Finally, while Food & Friends, Inc. had an interim contract with the County for the period March 2016 – August 31, 2016, they continued to provide meals without a valid contract with the County from September 2016 – November 2016, and after the County had contracted with another vendor for that period (My Magic Kitchen). As such, Food & Friends, Inc. was not entitled to payment for this time frame. (See **Appendix E Series** attached)



**Finding No. 3 - The client referral process that the County implemented in Plan Year 26 (March 1, 2015 – February 29, 2016) is acceptable as it meets all of the requirements under the Ryan White Part A defined protocols.**

Upon review of the contracting documents and inquiry of both Prince George's County and Food & Friends Inc. personnel, we determined that in prior years, the County (in its capacity as provider), allowed its sub-contractor (Food & Friends, Inc.) to manage and administer the referral process for intake of Ryan White Part A eligible clients into the County's program, thereby allowing Food & Friends Inc. to control the number of eligible participants receiving meals. The County conducted an internal assessment/audit along with its nutritionist, which included a site visit to Food & Friends facilities, and determined that the number of clients eligible for home delivered meals would be reduced, and Food and Friends was notified.

A&I compiled a list of all clients that received meals between March 2016 and November 2016, and verified the status of each client. A test of the County's eligibility criteria was performed by A&I on 100% of the County's client base (95 Participants) for the following criteria outlined in the Food and Friends Interim Contract (See **Appendix E-2.1** attached), utilizing the County's Careware system and records on hand:

- o Residency in one of the five (5) Suburban Maryland counties;
- o Medical Need (HIV Positive (+));
- o Homebound;
- o Insurability; and,
- o Subject to Income Guidelines.

Based on the review conducted by A&I, outlined in **Table 2** on the following page, A&I determined that there were 14 eligible clients to be serviced, of which only five (5) elected to be serviced by My Magic Kitchen. The other nine (9) clients either refused service, or did not complete the Health Department's intake process, and thus were not included on the My Magic Kitchen contract.

Due to the lack of available medical referrals, A&I could not determine if the patients had HIV/AIDS. Food & Friends, Inc. indicated that while they had medical referrals to substantiate the additional clientele maintained in its Careware System, the system is not integrated with the County's system, and the County refused to accept Food and Friends medical referrals. The County indicated that it would have accepted the referrals, had the clients agreed to complete the intake process with the Health Department, and provided the necessary records, however they did not agree to do so.



We also noted that no data related to residency, insurability or income was available for review in the County's Health Department's CareWare system, as this would have occurred at the time of the County's in-take process.

Count	Reason for Removal from Eligibility
57	60% B1: No record in CareWare System of Client receiving PGC Health Department/HAP service
8	8% B2: Discharge Client no longer eligible for service
9	9% B3: Client (primary) not eligible due to age (minor) or dependent is not eligible
7	7% C: Client is ambulatory (not homebound)
14	15% D: 14 Total clients deemed eligible for home delivered meals.
	9 Refused to receive meals from My Magic Kitchen
	5 Elected to be serviced by My Magic Kitchen
0	E: HIV/AIDS (per medical assessment)
0	F: Residency (per address in CareWare)
0	G: Insurability (not readily determinable)
0	H: Income limit
<b>95</b>	<b>Total</b>

Table 2: Review of Participants Billed by Food and Friends

**Finding No. 4 - The County's Health Department as the Administrative Agency for the Suburban Maryland Ryan White Part A appears to have appropriately interpreted the client eligibility requirements under the Ryan White HIV/AIDS Program requirements.**

We conducted interviews within the Suburban Maryland EMA, the County Health Department Staff and members of the Metropolitan Washington Regional Ryan White Planning Council. Additionally, we reviewed federal guidelines and criteria, and found no exceptions in the interpretation of these guidelines and criteria by the County.

The Prince George's County Health Department's Administrative Agent is responsible for enforcing and monitoring the administration of the Ryan White Part A funding stated in the federal regulations. As part of their responsibility, the Administrative Agent provides technical support to grantees to assure that grantees follow the guidelines of Ryan White. It has been determined that the County has acted in accordance with all stipulated terms as prescribed in the Suburban Maryland Ryan White Part A, Standards for Food, Meals and Nutrition Services Home Delivered Meals Protocol.

The Planning Council's guidance standards allows for EMAs to "optionally define eligibility for certain services more precisely, but may NOT broaden the definition of who is eligible for services." In accordance with and administered by Suburban Maryland Ryan White Part A, Standards for Food, Meals and Nutrition Services Home Delivered Meals Protocol, has defined eligibility as:

- Clients are persons living with HIV status as established by the Ryan White CARE Act Guidance for Contractors, and meet the criteria for respective service. Dependent children may also receive these services.
- Home delivered Meals – Clients must be unable to shop or prepare meals for themselves due to physical and/or mental challenges and must lack a network of family or friends to provide such support. Programs must document the criteria and process used to determine the need for home delivered meals.

Additionally, each eligible recipient's file must include a Letter of Medical Necessity in order to receive home delivered meals as part of the Standards for Food, Meals and Nutrition Services Home Delivered Meals Protocol. This physician/provider referral form substantiates that the individual is indeed "homebound." All Ryan White sub-recipients (vendors) are required to have in place a procedure for verifying and re-verifying client eligibility for service. All client records must contain a completed determination of eligibility form that includes copy of documentation to verify HIV status, income, insurance and residency.

In the past, the Health Department's Family Health Services Division under the guidance of the Administrative Agent had allowed clients from EMAs as long as they met the following minimum criteria:

- Live in Suburban Maryland jurisdictions (PGC, Montgomery, Frederick, Charles and Calvert)
- Be HIV (+)
- Be uninsured or underinsured
- Meet income guidelines (400% below regional poverty level)
- Needed meals

A new process was developed by the Family Health Services Division of the County's Health Department to ensure that its vendors operated using the "Home Delivered Meals" guidelines. Under this new process, all Partner agencies will continue to conduct referral evaluation and provide a list of eligible clients directly to the food vendor. The County indicated that it has no intention or desire to impede the service to clients from any jurisdiction (partner agency).

The referral for health care/supportive services is the act of directing a client to a service in person or through telephone, written, or other type of communication. Referrals may be made within the non-medical case management system by professional case managers, informally through support staff, or as part of an outreach program. Food & Friends, Inc. past practices were to accept any client referral that met the minimum requirements, and then advise the County at time of invoice of the number of clients that received meals. The County's Health Department indicates, that based on the guidelines stipulated under the Ryan White HIV/AIDS program



requirements, that it should be the County's responsibility to control the referral/eligibility process. In the future, the Ryan White funder, HAHSTA, has decided to move to a "fee for service based system." Under this system, the Health Department will make referrals to HAHSTA vendors and HAHSTA will manage vendor compliance. This process and contracts are still under development. It appears as though the new process information flow from the County to the vendor is the preferred method to assure compliance with program guidelines.

In regards to Veterans, it was determined that Veterans are eligible for home delivered meal service under the RWHAP provided they meet all of the federal requirements. A veteran referral from the Veteran's Administration (VA) does not automatically qualify an individual, unless it is deemed necessary by a dietician/nutritionist at intake. It should also be noted that the RWHAP is a program of last resort, so if meals or services are available under another program, then that program should take precedent.

The law governing Ryan White funds requires that the EMA determine whether other resources are available to the client, and stipulates that Ryan White is the "payer of last resort"<sup>2</sup>. In conducting program planning, developing contracts, and overseeing programs, one must comply with legislative intent and HRSA policy regarding allowable services and payer of last resort requirements. It is expected that prior to intake (during a referral review) that the client's history with all health related service providers are reviewed. If any duplication of service is noted, then appropriate steps are to be taken so that the RWHAP is only used for those services not currently provided by other Agencies. At the client level, recipients (EMA) must assure that sub-recipients (Prince George's County Health Department), make reasonable efforts to secure non-RWHAP funds whenever possible for services to eligible clients (e.g. Medicaid, Medicare, Children's Health Insurance Program (CHIP) Supplemental Nutrition Assistance Program (SNAP), Women, Infants, and Children (WIC), provider of other local or state funded HIV/AIDS programs and private funding, including private insurance).

**Finding No. 5 – The County appears to have adequately utilized Ryan White funds intended for home-delivered meals and medical nutrition therapy for the period under review, and adequately re-programmed unused funds.**

We conducted interviews with the grant recipient (DC Department of Health), the EMA Administrator, the County Health Department Staff, and various members of the Metropolitan Washington Regional Ryan White Planning Council. Additionally, we reviewed program guidelines, meeting minutes, motions, reports, relevant invoices and payments, and other relevant auditor's reports. Within the scope of our review, we did not find that the County

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<sup>2</sup> <https://www.healthresearch.org/wp-content/uploads/2016/07/Attachment-1-RW-Guidance-for-Part-B-Direct-Service-Contractors.pdf>

utilized Ryan White funds intended for home-delivered meals and medical nutrition therapy for anything other than the intended purpose allowable under the guidelines stipulated for the program. We noted that the balance of unused funding for home-delivered meals during the last quarter of plan year 25, was re-allocated within the purview of the EMA, and did not require prior Ryan White Planning Council review or approval, as per acceptable protocol and precedent set by the Planning Council.

Based on the February 2016 Ryan White Expenditure Report reviewed, the adjusted allocation for Grant Year 25 was approximately \$255K, of which \$251,736, or 98.5%, was spent, and \$3,739, or 1.5%, remained unspent. The Program Administrator anticipated that it will spend the entire adjusted allocation of \$255,475 in Grant Year 25 as of February 2016. (See **Table 3** below and **Appendix I** attached)

<b>As of January 2016 (Last Quarter of Grant Year)</b>	
Initial Allocation	~\$377K
Reduced Allocation	<b>(\$122K)</b>
<b>Adjusted Allocation</b>	<b>~\$255K</b>
Spent to Date (Feb2016)	~\$251K (98.5%)
Expected	~\$255K (100%)
Estimated Underspending (Feb2016)	~\$4K (1.5%)

Table 3: Ryan White Expenditure Report Analysis (Feb. 2016)

Prior to the third and final quarter of the Grant Year, any re-programming of allocated funding must go through the Planning Council for approval. However, during the last quarter of the Grant Year, and because of delays that may be experienced in the timing of the process, the acceptable precedent and protocol is to allow the grantee and/or the EMA to re-program funding on its own, in what is termed a “rapid reallocation.” The Planning Council grants the Administrative Agents the authority to perform reprogramming (valued at up to 15% of each service category annually), and report the results back to the Planning Council in order to: (1) respond to unanticipated client needs, (2) respond to changing service delivery conditions, and (3) ensure a thoughtful, timely and appropriate spend-down of Part A/MAI dollars. (See **Appendix J** attached)



**Finding No. 6a - The County appears to have responded to all of the items in the three (3) separate Maryland Public Information Act (MPIA), Annotated Code of Maryland General Provisions Article § 4-103 requests made by Food & Friends, Inc., and there appears to be no outstanding items remaining, as of the date of the writing of this report.**

**Finding No. 6b - The County did not respond to any of the first Maryland Public Information Act (MPIA), Annotated Code of Maryland General Provisions Article § 4-103 requests made by Food & Friends in a timely manner.**

Food and Friends, Inc. submitted three (3) separate MPIA requests on May 26, 2016 (first request), September 2016 (second request) and February 2017 (third request).

With the assistance of the Office of Law personnel, we determined that:

- All eleven (11) items were responded to from the first request dated May 26, 2016 as part of the subsequent MPIA request dated September 14, 2016.
- Each of the seven (7) items were responded to from the second request dated September 14, 2016 by January 8, 2017.
- All twelve (12) items were responded to from the third request dated February 22, 2017 by March 28, 2017.

We noted that the second request dated September 14, 2016 was submitted directly to an Office of Law attorney, who is no longer employed by the County. The third request dated February 22, 2017, was received and logged by the Office of Law, and was initially responded to on March 28, 2017, or 34 calendar days after the date on the request, indicating that the Office of Law will be providing Food & Friends with the information on a rolling basis until completion of the request. The focus of the third request centered on policy, procedures and reconciliation of payments made since September 2016. On April 3, 2017, the Office of Law provided Food and Friends with eleven of the twelve items requested in February 2017. While responded to, Food and Friends was denied the request of one (1) of the twelve items from February 2017, as the Office of Law determined that the information contained “confidential commercial and financial information” which would be a violation of the Health Information Patient Privacy Act (HIPPA). (See **Appendix G series** attached).

## **RECOMMENDATIONS**

We recommend that the County seek to provide requests for public record responses in a more timely manner in the future to comply with the 30 days requirement of the law to provide a response. If need be, within 30 days of the request, the County should either notify the requestor that the information will be provided on a rolling basis until completion of the request, or seek to obtain a consent to an extension from the requestor.

**List of Titles and Terms**

<b>Term</b>	<b>Definition</b>
A&I	Office of Audits & Investigations
AIDS	Acquired Immune Deficiency Syndrome
CARE Act	Ryan White Comprehensive AIDS Resources Emergency Act
CHIP	Children's Health Insurance Program
The Council	Metropolitan Washington Regional Ryan White Planning Council
EMA	Eligible Metropolitan Area
HAB	HIV/AIDS Bureau
HAHSTA	DC Dept. of Health, HIV/AIDS, Hepatitis, STD and TB Administration
HHS	U.S. Department of Health and Human Services
HIV	Human Immunodeficiency Virus
HRSA	Health Resource Services Administration
LLC	Limited Liability Company
MPIA	Maryland Public Information Act
RWHAP	Ryan White HIV/AIDS Program
SNAP	Supplemental Nutrition Assistance Program
STDs	Sexually Transmitted Diseases
TB	Tuberculosis
TGAs	Transitional Grant Areas
VA	Veteran's Administration
WIC	Women, Infants, and Children



## Food &amp; Friends Complaint



Don't go hungry. One meal at a time.

219 HIGGS ROAD NE  
WASHINGTON, DC 20011  
PHONE (202) 268-2277  
WWW.FOODANDFRIENDS.ORG

Delivered by e-mail and USPS

April 27, 2016

Ms. Pamela B. Creekmur, R.N.  
Health Officer  
Prince George's County Health Department  
1701 McCormick Drive, Suite 100  
Largo, MD, 20774

— 142K (PGHD)

Dear Ms. Creekmur,

Commencing March 1, 2016, we have corresponded with you, Diane Young, and Ravinia Hayes-Cozier to express our grave concerns regarding the impact of a dramatic reduction in our Year 26 award with the Prince George's County Health Department (PGCHD). This is pertaining to our services to Ryan White clients in Suburban Maryland. Our exchanges of communications were augmented by our Monday, April 18, 2016 telephone conversation with you and Ms. Hayes-Cozier.

Since March 1, 2016, we have posed many questions and have requested information regarding the process through which your department has elected to reduce our funding. We have also requested information about the comprehensive use of Ryan White funds intended for home-delivered meals and medical nutrition therapy. We have been unsuccessful in receiving clarification as requested. In the first instance, we were told that "our clients are getting healthier", as a justification for reducing our funding. We have searched in vain for evidence of this and have not been able to find any data that supports this. Epidemiologic data published by the CDC, available through HRSA, and the Prince George's County Annual HIV Epidemiological Profile, as well as other data, indicate that the incidence of HIV and AIDS remains a serious health issue, as you know. Published data and policy guidance also indicates that while those infected with HIV or AIDS live longer when they have access to therapies, because those infected live longer, comorbidities increase. Providing integrated medical nutrition therapy and home delivered meals, as we provide, serves these types of eligible clients well. Most of our clients experience comorbidity and are greatly in need of our services. Despite this need, our subaward has not fully funded our services for several years.

Specifically, as you know, Food & Friends has historically provided and continues to provide services that qualify as medical nutrition therapy, in addition to home delivered meals. The two services go hand in hand. While we have not been funded for medical nutrition therapy in

Source:

Purpose: Formal complaint by Food & Friends to Health Dept regarding contract renewal

4832-S531-4481v1



recent years, our funding agreements have required us to continue to provide such services and we have done so. This has also assisted us in coordinating with our community referral network. We receive referrals from hospitals, clinical centers, group practices, skilled nursing facilities, and Hospice, in addition to PGCHD. This community networking and the integration of referral sources is all encouraged by Ryan White, by HRSA, and by Maryland, in addition to the Ryan White Planning Council. In fact, the HRSA Integrated HIV Prevention and Care Plan Guidance, including the Statewide Coordinated Statement of Need, CY 2017-2021, followed by the State of Maryland, acknowledges that there is a gap in coordination among HIV care and treatment programs, as well as other necessary services, which include home delivered meals. We believe our working relationship with our referral sources is targeted toward addressing this gap. Isolating Food & Friends from our referral sources would not be consistent with the goals of Ryan White or any of its implementing policy guidance. Our provision of nutritional assessments by a registered dietitian has been integral and greatly trusted by our referral sources, and contributes to optimizing health outcomes related to nutritional requirements for those needing home delivered meals. The integrated nature of the services we provide is a model and PGCHD has benefited from this for many years, as have our clients. We are a valued member of the entire community team, focused on supporting the goal of reducing the need for hospitalizations, emergency room visits, and more costly levels of care, all of which is consistent with the goal to integrate medical and support services for eligible clients.

We must also comment on the statement made by PGCHD that there is no waiting list for our services. While there is no official waiting list, this is in part because we are integrated with the medical provider community. We always fill spaces when they become available, and we want to assure you that the demand for our services is great. In terms of a waiting list, this would be extremely threatening to the health and wellbeing of eligible clients, who are greatly limited in their ability to perform the activities of daily life. Someone cannot simply stand by and starve while they sit on a waiting list, until they are provided with access to our qualifying medical nutrition therapy services and our nutritious home delivered meals.

In this context, we have little understanding, and PGCHD has not communicated with us in a way that contributes to our understanding, concerning PGCHD's expressed intent to change eligibility criteria and to limit our referral sources. We have been informed that the Prince George's County Health Department has new eligibility criteria, significantly different than our own compliant eligibility criteria that have been in place, as you know, for many years. We have reviewed the new HRSA Policy Clarification #16-02 (Ryan White HIV/AIDS Program Services: Eligible Individuals and Allowable Uses of Funds), and related documents, and we do not see any change in HRSA eligibility criteria or policy that would justify a change in our eligibility criteria. To the contrary, the new policy fully supports our eligibility criteria and the manner in which we provide services. Though it does state that recipients may optionally define eligibility for certain services more precisely, we believe that the proposed changes to eligibility criteria create a barrier to care for those in need of medically-tailored food and nutrition services. We are happy to discuss specifics with you.



Most recently, we were informed that there is now in place a dramatic reduction in referral partners eligible to refer clients covered under the Suburban Maryland Ryan White Grant. We do not see the relationship between changing eligibility criteria and limiting our integration with referral sources in the medical community, on the one hand, as proposed by PGCHD, and the purposes of the county's Ryan White funding, nor with a reduction of funding for Food & Friends, on the other hand. Since we already have strict eligibility criteria, we are gravely concerned that the changes described to us will greatly restrict access to those in need of our services, and in fact will create new gaps in needed services within the eligible community we serve.

In summary, if we are to be faced with substantially less funding for Maryland clients who are clearly in need of our care, not only will current clients face decertification by your department, but we will also be unable to serve all eligible clients going forward. Other deserving potential clients in the community who would ordinarily be referred to us and who would be eligible for Ryan White funding will not be referred. The Ryan White Planning Council's intention that nutrition services and home-delivered meals be provided to Suburban Maryland residents will be substantially undermined, and eligible clients will suffer.

Food & Friends is now in a position where our continued services to seriously ill persons cannot be sustained at the current level. These are residents of Prince George's, Montgomery, Calvert and Charles Counties.

\* We hope that the PGCHD will reconsider the changes that it contemplates, dramatically reducing our funding and services, isolating us from our medical referral sources, and changing eligibility criteria in a manner that will restrict access to home delivered meals and the integrated nutrition services we provide for clients who truly depend upon this services as a foundation for supporting their health status. If PGCHD openly considers the impact of the changes it has described to us, we believe that you will agree that reconsideration is in order. Our subaward funding does not cover and has not fully covered the services we currently provide for several years. We have no more room and hope that you understand that our services are critical to a segment of those eligible for Ryan White support. One option we propose is that a portion of our funding could reasonably come from core services funding, since medical nutrition therapy falls under core services and we already provide this qualifying service. The remaining funding would continue as support services funding at last year's level. If our funding is augmented in this manner, we will be able to serve the same number of eligible clients and to continue to provide services at the current level, and cover our rapid response to emergency situations, as we have always done. Cutting our funding by 40%, as proposed, is not feasible, given the need in the communities we serve. In sum, it is reasonable to align our funding with the cost of the services we actually have been required to provide and wish to continue to provide based upon demonstrated need. We are happy to discuss this approach and would endeavor to keep the medical nutrition therapy component at a reasonably modest level.

*By way of copy of this letter to Derrick Leon Davis, Council Chairman, Prince George's County Council, and to Betty Hager Francis, Deputy Chief Administrative Officer, Prince George's County, we now request that this matter be addressed by the county council and county executive's office. We understand that the council also acts as the county's board of health and, with this additional fact in mind, we are confident that the council will be particularly concerned. We believe our interests in the community and in providing services funded by Ryan White to those in serious need are aligned.*

For the present time, we intend to work directly with the Prince George's County government. We appreciate the excellent relationship that we have with many elected officials as well as professionals in your department, the council staff and the county executive's office, and the community.

We would appreciate being contacted by Council Chairman Davis' office and by Ms. Hager Francis so as to arrange a meeting.

We hope to resolve this urgent circumstance so as to assure our services to children and adults living with HIV/AIDS and family members and care takers in each of the affected counties.

Sincerely,



Craig M. Shniderman  
Executive Director

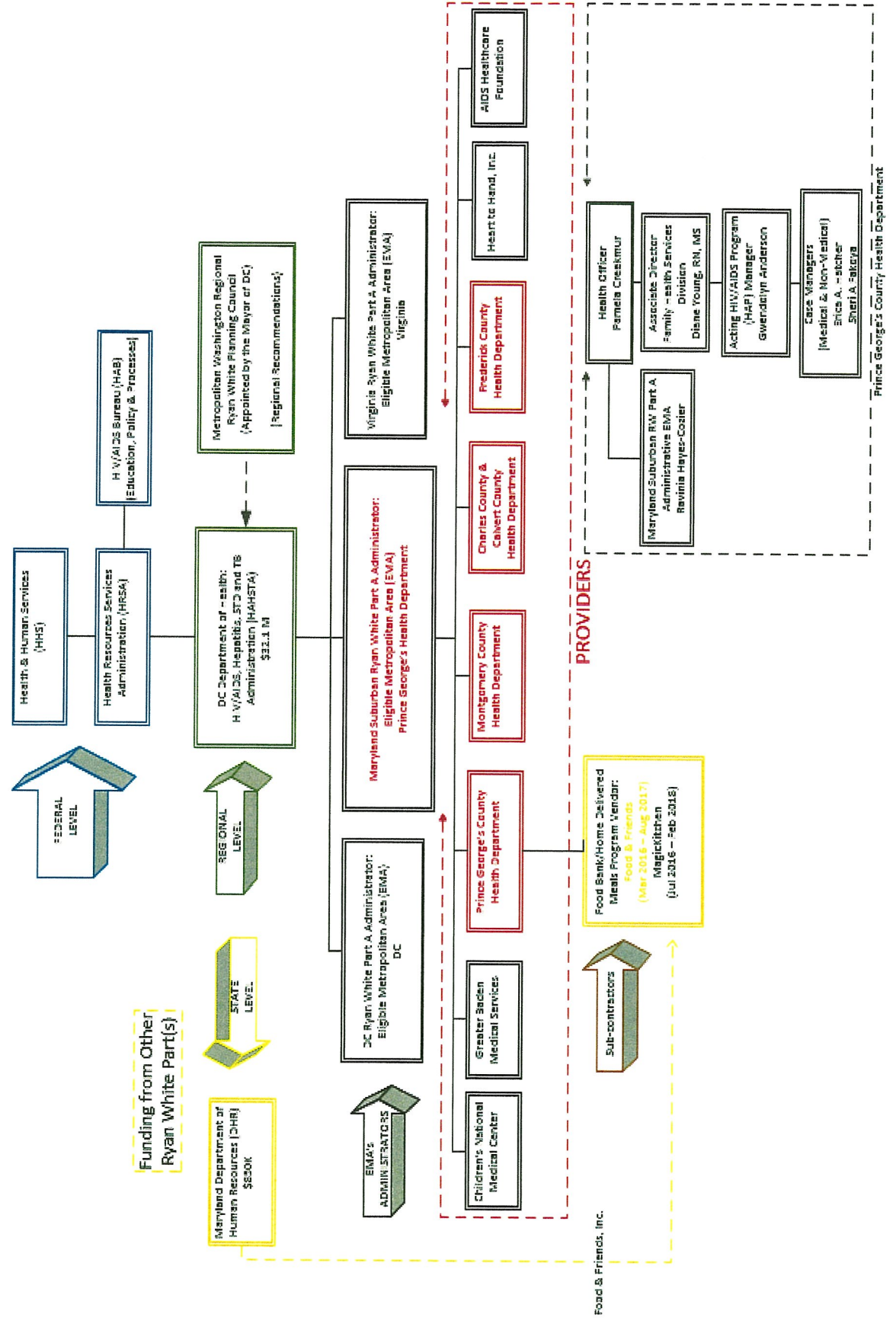
Cc: Rushern L. Baker III, County Executive, Prince George's County  
Betty Hager Francis, Deputy Chief Administrative Officer, Prince George's County  
Derrick Leon Davis, Council Chairman, Prince George's County Council  
Dannielle M. Glaros, Vice-Chairman, Prince George's County Council  
Mel Franklin, Councilmember, Prince George's County Council  
Michael Kharfen, Senior Deputy Director, HAHSTA, DC DOH  
Mary A. Lehman, Councilmember, Prince George's County Council  
Karen R. Toles, Councilmember, Prince George's County Council  
Deni Taveras, Councilmember, Prince George's County Council  
Isiah Leggett, County Executive, Montgomery County  
Nancy Floreen, Council President, Montgomery County Council  
Tom Hucker, Councilmember, Montgomery County Council  
Nancy Navarro, Councilmember, Montgomery County Council  
Craig Rice, Councilmember, Montgomery County Council  
Peter R. Murphy, Charles County Board of County Commissioners President  
Michael D. Mallinoff, Charles County Administrator  
Dianna E. Abney, M.D. Health Officer  
Evan K. Slaughenhaupt Jr., Calvert County Board of County Commissioners President  
Terry L. Shannon, Calvert County Administrator  
Dr. Laurence Polsky, Calvert County Health Officer



# Appendix C-1

## High-Level Flow of Ryan White – Part A Funds

**Food & Friends Contract Review**  
**Ryan White Grant (Part A ONLY) 2016 – Plan Year 26 (March 1, 2016 – February 28, 2017)**



## Appendix D-1.1

### Food & Friends, Inc. – Contract Excerpt Plan Year 25 Contract (3/1/2015-2/29/2016)

#### GRANT AGREEMENT FOR SERVICES BETWEEN PRINCE GEORGE'S COUNTY, MARYLAND, MONTGOMERY COUNTY, MARYLAND AND FOOD & FRIENDS, INC.

This Agreement ("Agreement") is entered into by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Health Department ("Health Department"), Montgomery County, Maryland Department of Health and Human Services ("Partner") located at 2000 Dennis Ave, Silver Spring, Maryland 20902 and Food & Friends, Inc. ("Subrecipient"), located at 219 Riggs Road, N.E., Washington, DC 20011.

**WHEREAS**, the Health Department has been awarded funds pursuant to Part A of the Ryan White Treatment Extension Act of 2009; and

**WHEREAS**, the Partner has Ryan White clients who qualify for and are in need of home delivered meals and grocery to go services; and

**WHEREAS**, the Subrecipient has demonstrated its ability to provide home delivered meal services to Ryan White Part A eligible individuals and families and is knowledgeable of the laws and regulations of the Federal Government, the State of Maryland, and Prince George's County governing the acceptable practices; and

**WHEREAS**, the Subrecipient is prepared to initiate services within thirty (30) days of the signing of this Agreement, and is able to perform the services required by the Health Department for Ryan White Part A and defined within the Scope of Services.

#### IV. TERM OF AGREEMENT:

The term of this Agreement shall be effective March 1, 2015 through February 29, 2016. The continuation of this Agreement beyond the end of the Fiscal Year in which it is executed shall be contingent upon the continued availability of sufficient County funds. This Agreement may be renewed for a period not to exceed two years from the effective date of this Agreement, at the sole option of the Health Department.

#### V. COMPENSATION:

- a. The Maximum Award payable under this Agreement shall not exceed three hundred twenty

three thousand one hundred forty one dollars (\$323,141.00) subject to the continued availability of funding received from the Grantor.

- b. Upon approval of this Agreement and presentation of an invoice from the Subrecipient, the Health Department shall pay the sub-recipient an initial payment equal to 9 percent (9%) of the total award, an amount equal to twenty nine thousand eighty two dollars (\$29,082.00). The remaining disbursements will be based upon expenditure reimbursement statements submitted to the Health Department on a monthly basis.

- c. The Subrecipient will submit original monthly invoices on or before the 5<sup>th</sup> business day of each month that request reimbursement for allowable costs detailed in the approved budget and reflected on the monthly expenditure report. The Health Department reserves the right to withhold any payment if the Subrecipient is found to be noncompliant with this Agreement and/ or fails to correct any deficiencies within 30 days.

PY25 (Mar.  
2015-  
Feb.2016  
Contract  
period &  
expiration  
with "not to  
exceed  
\$323,141  
amount



**Appendix D-1.2**  
Food & Friends, Inc. Contract Excerpt  
Plan Year 25 (3/1/2015-2/29/2016)  
Attachment II

**ATTACHMENT II – Performance Measures**

**SUMMARY OF SERVICES TO BE PROVIDED**

3/01/15--2/29/16

FOOD & FRIENDS, INC

SERVICE CATEGORY	SERVICE UNIT	NUMBER OF UNITS	FEE PER SERVICE UNIT	NUMBER OF CLIENTS	AMOUNT OF FUNDS
Groceries (Pantry, frozen and non-perishable food) or Home Delivered Meals	Groceries or Home Delivered Meals	59,292	\$5.45		\$323,140

Per unit fee  
\$5.45

1. The Subrecipient will ensure the following:
  - a. 100% of clients meet eligibility guidelines
  - b. 100% of clients have a documented initial nutritional screening
  - c. 100% of clients have a documented nutritional assessment within 2 weeks of enrollment in the program
  - d. 100% of clients have a documented nutritional re-assessment every 6 months following the initial assessment
  - e. A Food and Friends nutritionist will be available to answer clients questions
  - f. Refer clients seeking additional meals above the standard 14 back to the Health Department for assessment and support.
  - g. Refer clients' caregivers to the Health Department if they require assistance for meals, healthcare etc.
  - h. 100% of all clients have a documented program meal orientation.
  - i. Cost per client or dependent /per week will not exceed \$76.30 with prior authorization from
  - j. Dependents, who receive meals or groceries must have the following documented and reported to the Health Department monthly, age, date of birth and relationship to the client.
  - k. All Ryan White data will be entered into CareWare by the 10<sup>th</sup> business day of the month for the prior month.
  - l. The number of clients served for the Partner will not exceed 60 without prior authorization from the Health Department.
2. For the purposes of this Agreement, a "Deficiency of Performance" is defined as (a.) the sub-recipient's failure to meet the targets outlined above and failure to maintain spending targets at 90% or above per month (\$26,928) but not exceed spending target for the grant year



**Appendix E-1**  
**Interim Food & Friends, Inc. Contract Excerpt**  
**Plan Year 26 Contract (3/1/2016-8/31/2016)**

**GRANT AGREEMENT FOR FOOD & FRIENDS**

This Agreement ("Agreement") is entered into this 5<sup>th</sup> day of August, 2016 (the "Effective Date") by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Health Department ("Health Department"), Montgomery County, Maryland Department of Health and Human Services ("MCHD") located at 2000 Dennis Ave, Silver Spring, Maryland 20902, Charles County Health Department ("CCHD") located at 4545 Crain Highway, P.O. Box 1050, White Plains, Maryland 20695-1050, Calvert County Health Department ("CVHD") located at 875 Solomon's Island Road N., Prince Frederick, Maryland 20678 and Food & Friends, Inc. ("Subrecipient"), located at 219 Riggs Road, N.E., Washington, DC 20011. MCHD, CCHD and CVHD are individually and collectively referred to herein as the "Partner."

Dated Aug 5,  
2016

**WHEREAS**, the Health Department has been awarded funds pursuant to Part A of the Ryan White Treatment Extension Act of 2009; and

**WHEREAS**, the Partner has Ryan White clients who qualify for and are in need of home delivered meals and grocery to go services; and

**WHEREAS**, the Subrecipient has demonstrated its ability to provide home delivered meal services to Ryan White Part A eligible individuals and families and is knowledgeable of the laws and regulations of the Federal Government, the State of Maryland, and Prince George's County governing the acceptable practices; and

**WHEREAS**, the Parties acknowledge that there is dispute regarding the interpretation of eligibility standards applicable to clients served as set forth in Attachment I of this Agreement (Scope of Services) and regarding the sums due in excess of \$113,457 for services provided by Subrecipient under this Agreement (the "Dispute") and Subrecipient's execution of this Agreement does not waive or compromise any position it may take with regard to client eligibility or the sums due for clients it has served or will serve in the future or its right to seek any remedy available in law or in equity or otherwise; and

Dispute clause

**WHEREAS**, the parties desire to effect payment for those services provided by Subrecipient that are not in dispute.

**NOW THEREFORE**, the County and the Subrecipient mutually agree as follows:

**I. SCOPE OF SERVICE:**

Partner and Subrecipient shall perform services described in Attachment I - Scope of Services, which is attached hereto and made a part of this Agreement. Services shall be rendered at the times designated therein.

**II. PERFORMANCE MEASURES:**

The Partner and Subrecipient shall meet the performance measures defined in Attachment II - Performance Measures attached hereto and made a part of this Agreement, subject to Subrecipient's right to dispute the eligibility of clients for which the Health Department has refused to compensate Subrecipient and to pursue the Dispute.

**III. REPORTING REQUIREMENTS:**

The Subrecipient shall meet the reporting requirements defined in Attachment III - Reporting Requirements attached hereto and made a part of this Agreement.

**IV. TERM OF AGREEMENT:**

The term of this Agreement shall be effective March 1, 2016 through August 31, 2016.

**V. COMPENSATION:**

Subject to the Dispute as set forth herein, the Maximum Award payable under this Agreement for services from March 1, 2016 through August 31, 2016 shall not exceed \$5113,457, subject to the continued availability of funding received from the grantor.

"not to exceed  
\$113,457  
amount"

The Subrecipient will submit original monthly invoices on or before the 5<sup>th</sup> business day of each month that request reimbursement for allowable costs detailed in the approved budget and reflected on the monthly expenditure report. The Health Department reserves the right to withhold any payment if the Subrecipient is found to be noncompliant with this Agreement and/ or fails to correct any deficiencies within 30 calendar days subject to Subrecipient's right to dispute payment and the eligibility of clients to receive services under this Agreement or otherwise.

**VI. TERMINATION OF AGREEMENT:**

a. The parties agree that this Agreement shall expire as of August 31, 2016 and that the parties shall discuss the terms of a new agreement or amendments to this Agreement in good faith. In the event that the parties agree to amend this Agreement to extend its term or otherwise modify its terms, either party may terminate this Agreement prior to the expiration of the extension term(s) by giving no less than thirty (30) calendar days prior written notice to the other party of the intention to terminate this Agreement on a date specified in the notice.

b. At the sole discretion of the Health Department, this Agreement may be modified or terminated in the event that the Subrecipient is determined to be deficient in the performance of duties as described in this Agreement. This Agreement may also be terminated due to the Subrecipient's failure to deliver services in accordance with the laws and regulations of the Federal Government, or the State of Maryland, or the Prince George's County, Maryland and/or in accordance with the acceptable practice, standards/guidances/protocols for the services described in the Attachment I - Scope of Service.

c. Either party may terminate this Agreement upon a material breach by the other party, and the failure to cure such breach within ten (10) days after written notice of such breach. Such termination shall be effective thirty (30) days from the date of a failure to cure such breach.

PY 26 (3/1/16-  
8/31/16)

Interim  
Contract period  
& expiration  
with "not to  
exceed  
\$113,457  
amount"



**ATTACHMENT I – SCOPE OF SERVICE**  
**Food & Friends, Inc.**

1. The Partners and Subrecipient agrees to serve Ryan White eligible persons living with HIV/AIDS who reside in Prince George's and Partner's Counties and meet the Suburban Maryland Ryan White Part A Home Delivered Meals Eligibility Standards below.

**Client Eligibility**

**a. Who are Eligible clients?**

Clients are persons living with HIV/AIDS who can provide proof of their HIV status as established by the Ryan White CARE Act Guidance for Contractors, and meet the criteria for the respective service as outlined below. Dependent children may also receive these services.

Clients must reside in Prince George's or Partner's Counties.

Eligibility  
Standards

- b. *Home Delivered Meals*** – Clients must be *unable to shop or prepare meals for themselves* due to physical and/or mental challenges, and must lack a network of family or friends to provide such support.
- c. *Frozen Meals***— Programs that deliver frozen meals must ensure that there is 1) a person (e.g., caregiver or partner) available to heat up the client's meal or the client is able to do it him/herself; 2) room in the client's freezer to accommodate the meals; and 3) a microwave or oven in the client's home where the meal can be heated.
- d. *Groceries/Pantry bags*** - Clients must be unable to purchase nutritious food due to limited financial resources.

2. The sub-recipient agrees to abide by the Suburban Maryland Ryan White Part A Home Delivered Meals Food and Meal Services Standards below.

**Food and Meals Services Standards**

- a. *Home Delivered Meal Programs***, at a minimum, must offer each client five meals per week, but not more than 14. However a primary care provider may order up to 18 meals. If clients accept fewer than five meals per week, the Subrecipient must document how their nutritional needs are being met. If clients are requesting more than 14 meals per week, they must be referred back to the Health Department for re-assessment. Meal service should not be interrupted during the reassessment. No client will be denied additional meals up to 18 per/week.

For Prince George's County residents, the Health Department will work with clients directly to assess their overall health and nutrition needs. Partner's Counties' residents should be referred back to the Partner for reassessment as appropriate.

Home delivered meal programs must include an option for the delivery of a grocery/pantry bag each week to the clients whose health has improved since enrolling in the program and are ready to transition from receiving meals to preparing their own.

- b. All menus** are to be reviewed by a *nutrition professional* (see Nutrition Services section for qualifications). Meals must be prepared in accordance with local and/or State food sanitation codes and maintained at the proper temperature from the time of packaging to delivery.



Appendix E-2.2  
Interim Food & Friends, Inc. Contract Excerpt  
Plan Year 26 Contract (3/1/2016-8/31/2016)  
Attachment I

- c. **Grocery/Pantry Bags** must contain a variety of foods and provide enough food for the number of individuals and meals intended. Each bag should contain, at a minimum, 5 meals, but no more than 14 per week.

All bags must be reviewed by a nutrition professional (see Nutrition Services section for qualifications). It is recommended that clients be able to choose some of the foods that go into their bags. Frozen meals may be substituted for some of the meals, and fruits and vegetables (preferably fresh) must be included in the bags. If grocery/pantry bags are to be offered to PLWH/As who either do not have cooking facilities or have inadequate ones, they must contain food that requires no or limited preparation or refrigeration. Grocery/pantry bags may be delivered to or picked-up by clients. Food for these bags must be stored and packaged in accordance with local and/or state food sanitation codes.

3. The Subrecipient agrees to abide by the Suburban Maryland Ryan White Part A Home Delivered Meals Nutrition Services Standards below.

**Nutrition Services**

- a. **Initial Nutritional Screening:** All clients must be screened to determine their level of nutritional risk. The nutritional screening is not a substitute for the intake process, but may be conducted at the same time. Before the screening is conducted, the program must determine if the client is eligible for services.
- b. The following services are to be provided by nutrition professionals who include: Registered Dietitians Certified Dietitian-Nutritionists (CDN), Registered Dietitian-Eligible (RDE), or nutrition students supervised by a RD or CDN.
- i. **Nutrition Assessments and Reassessments** are required for all clients receiving home delivered meals, HIV-positive children, adolescents and pregnant women, and those found to be at nutritional risk through the screening process.
  - ii. The Subrecipient must assure that the Nutrition Assessments from the referring provider, Health Department or Partner are current and remain on sight within the clients records.
  - iii. **Nutritional Counseling** occurs between assessments and reassessments to follow-up on the care plan reinforce nutrition and food safety education and answer clients' general nutrition questions. Nutrition counseling sessions need only be provided as necessary, but there must be a nutritionist/dietitian available to speak to clients between assessments.
  - iv. Programs that offer grocery/pantry bags must include nutrition education materials and recipes relevant to the foods contained in the bags; and voucher programs must have nutrition education materials, including simple recipes that can be made on a limited budget, available for their clients.
  - v. **Meal Orientation** must be conducted once the client is enrolled in the program and the food and meal services to be offered confirmed. Meal orientation includes clients' rights and responsibilities, and the funded agency's responsibilities to the client. The hours of meal and food distribution, and the nutrition service requirements must be discussed with the client. It is recommended that at the end of the orientation session the client sign and date a contract outlining the above.



## Appendix E-2.3

### Interim Food & Friends, Inc. Contract Excerpt Plan Year 26 Contract (3/1/2016-8/31/2016) Attachment I&II

recipient's representative who will attend and participate in the regularly scheduled meetings of contracted HIV/AIDS service providers and/or meetings related to Ryan White Part A planning activities.

29. The Subrecipient agrees to participate in the Quality Assurance process established by the Health Department, the Metropolitan Washington Regional HIV Health Services Planning Council (Planning Council) and the State.
30. The Subrecipient shall maintain all records and client identifying information in a secure place to minimize disclosure of that information in accordance with Annotated Code of Maryland, Health General, Sections 4-301 through 4-309 and other Federal, State and County laws and policies, including the Health Insurance Portability and Accountability Act (HIPAA).

#### ATTACHMENT I (continued) – SCOPE OF SERVICE Partner Counties, Health and Human Services

The Partner shall render, provide or ensure the following:

1. A documented nutrition assessment of all clients referred to Food and Friends for the food services provided through this memorandum of agreement.
2. A Registered Dietician, Licensed Nutritionist or the Primary Care Provider will provide the nutrition assessment.
3. The nutrition reassessment will be completed every six months.
4. All clients should complete a client satisfaction survey/assessment of meal services at each re-assessment.
5. A monthly report to the Department will include the number of clients and dependents served in this program as well ensuring that the data is entered into CAREWare.
6. The number of clients and dependents served will not exceed 60.



Number of clients &  
dependents served  
will not exceed 60

**Appendix E-3**  
Interim Food & Friends, Inc. Contract Excerpt  
Plan Year 26 Contract (3/1/2016-8/31/2016)  
Attachment II

**ATTACHMENT II – Performance Measures**

**SUMMARY OF SERVICES TO BE PROVIDED**  
3/01/16— 8/31/16  
BY FOOD & FRIENDS, INC

Time Period	SERVICE CATEGORY	SERVICE UNIT	NUMBER OF UNITS	FEE PER SERVICE UNIT	NUMBER OF RECIPIENT'S	AMOUNT OF FUNDS
3/1/16—6/4/16	Groceries (Pantry, frozen and non-perishable food) or Home Delivered Meals	Groceries or Home Delivered Meals	16,116	\$5.45	103	\$87,833
6/5/16—7/31/16	Groceries (Pantry, frozen and non-perishable food) or Home Delivered Meals	Groceries or Home Delivered Meals	3,192	\$5.58	28	\$17,812
8/1/16—8/31/16	Groceries (Pantry, frozen and non-perishable food) or Home Delivered Meals	Groceries or Home Delivered Meals	1,400	\$5.58	25	\$7,812

Total Funding for 3/1/16-8/31/16 will not exceed \$113,457. The parties acknowledge and agree that this amount is due and owing and not in dispute and the sums invoiced as of the Effective Date up to \$113,457 will be promptly paid.

1. The Subrecipient will ensure the following:

- a. 100% of clients meet eligibility guidelines.
- b. 100% of clients have a documented initial nutritional screening.
- c. 100% of clients have a documented nutritional assessment within 2 weeks of enrollment in the program.
- d. 100% of clients have a documented nutritional re-assessment every 6 months following the initial assessment.
- e. A Food and Friends nutritionist will be available to answer clients' questions
- f. Referral of clients seeking additional meals above the standard 14 back to the Health Department for assessment and support.
- g. Referral of clients' caregivers to the Health Department if they require assistance for meals, healthcare etc.
- h. 100% of all clients have a documented program meal orientation.
- i. 3/1/16-6/4/16 Cost per client or dependent /per week will not exceed \$76.30 with prior authorization from the Health Department.
- j. 6/5/16-8/30/16 Cost per client or dependent /per week will not exceed \$76.12 with prior authorization from the Health Department.
- k. Dependents who receive meals or groceries must have the following documented and reported to the Health Department monthly: age, date of birth and relationship to the client.

\$5.45 &  
\$5.58/unit

- l. All Ryan White data will be entered into CareWare by the 10<sup>th</sup> business day of the month for the prior month.
  - m. The number of clients served for the Partner will not exceed 28 each month without prior authorization from the Health Department for June, July or August 2016.
2. For the purposes of this Agreement, a "Deficiency of Performance" is defined as (a.) the sub-recipient's failure to meet the targets outlined above and failure to maintain spending targets at 90% or above per month but not exceed spending target for the term of this Agreement.



**Appendix F-1**  
PY 26 – My Magic Kitchen  
Approval for Only Practical Source




Rushern L. Baker, III  
County Executive

**PRINCE GEORGE'S COUNTY GOVERNMENT**  
Office of Central Services

Request for  
Only Practical  
Source PY26  
My Magic Kitchen

**MEMORANDUM**

**TO:** Pamela B. Creekmur, Health Officer  
Department of Health

**FROM:** Roland L. Jones, Director  
Office of Central Services 

**DATE:** August 17, 2016

**RE:** Request for Only Practical Source Approval for Vendors to Deliver Meals and/or Groceries to Clients at Home

This will acknowledge receipt of your July 7, 2016, request to utilize MagicKitchen.com and Peapod by Giant as Only Practical Source Vendors for programs that require meals/groceries to be delivered to clients at home.

You stated that, MagicKitchen.com delivers chef prepared meals that cater to special and/or healthy diets and offer ten different specialty meal categories. MagicKitchen.com highlights values and mission goals that align with the Department of Health's vision of creating healthier residents via healthier diets. Peapod by Giant features grocery items that are ordered virtually and can either be picked up at a physical Giant location or delivered. Both vendors have been servicing large portions of the United States for many years and can be considered experts in the arena of home delivered, healthy diets. The anticipated annual cost for Fiscal 17 is \$100,000. In addition, for multiple reasons the current vendor is no longer able to continue servicing this contract and Magic Kitchen was recommended by the State who provides the grant.

Your request is granted based on the information provided and the immediate need to continue to provide the above services. Procurement recommends that this service requirement be re-solicited prior to the expiration of this determination. This determination is made in accordance with Subtitle 10A-114(a)(1)(F) of the County Code, which states:

- (a) A contract may be made by negotiation under the following circumstances:
- (1) If it is determined that competitive sealed bidding or competitive sealed proposal cannot be used in awarding a contract because there is only one available or practical source for the subject of the contract, the Purchasing Agent is authorized to award a contract by noncompetitive negotiation. The following circumstances shall be sufficient to determine that only one source for the contract is available or practical:
- (F) when only one product will meet the technical and performance requirements for the procurement.

Your procurement contact for this project is Barbara Manley. Should you have questions, she can be reached at 301-883-6400.

cc: Deborah McGruder, Associate Director, Department of Health  
Melita Giles, Contract Services Liaison, Department of Health  
Clifton Free, Buyer III, Department of Health  
Canjor Reed, Division Chief, Office of Central Services  
Barbara Manley, Procurement Officer III, Office of Central Services

**GRANT AGREEMENT FOR SERVICES  
BETWEEN  
PRINCE GEORGE'S COUNTY, MARYLAND  
AND  
MY MAGIC KITCHEN, INC.**

Agreement dated  
September 7, 2016

**THIS AGREEMENT** ("Agreement") is made this 7<sup>th</sup> day of September, 2016 by and between Prince George's County, Maryland ("County"), a body corporate and politic, on behalf of the Prince George's County Health Department ("Health Department"), and My Magic Kitchen, Inc. ("Subrecipient"), located at 118 Bentley Square, Mountain View, CA 94040.

**WHEREAS**, the Health Department has been awarded funds pursuant to Part A of the Ryan White Treatment Extension Act of 2009; and

**WHEREAS**, the Subrecipient has demonstrated its ability to provide home delivered meal services to Ryan White Part A eligible individuals and families and is knowledgeable of the laws and regulations of the Federal Government, the State of Maryland, and Prince George's County governing the acceptable practices; and

**WHEREAS**, the Subrecipient is prepared to initiate services within thirty (30) days of the signing of this Agreement, and is able to perform the services required by the Health Department for Ryan White Part A and defined within the Scope of Services.

**NOW THEREFORE**, the County and the Subrecipient mutually agree as follows:

**SCOPE OF SERVICE:**

The Subrecipient shall perform services and met the reporting requirements described in Attachment I - Scope of Services, attached hereto and made a part of this Agreement. Services shall be rendered at the times designated therein.

**PERFORMANCE MEASURES:**

The Subrecipient shall meet the performance measures defined in Attachment II - Performance Measures attached hereto and made a part of this Agreement.

**TERM OF AGREEMENT:**

The term of this Agreement shall be effective July 15, 2016 through February 28, 2017. The continuation of this Agreement beyond the end of the Fiscal Year in which it is executed shall be contingent upon the continued availability of sufficient County funds. This Agreement may be renewed for a period not to exceed two years from the effective date of this Agreement, at the sole option of the Health Department.

Effective  
7/15/2016 – 2/28/2017

**COMPENSATION:**

The Maximum Award payable under this Agreement shall not exceed One Hundred Sixteen Thousand Four Hundred Twenty Four Dollars (\$116,424.00) subject to the continued availability of funding received from the Grantor.

Amount  
\$116,424

The Subrecipient will submit original monthly invoices on or before the 5<sup>th</sup> business day of each month for services provided to County residents in the prior 30 days. The Health Department reserves the right to withhold any payment if the Subrecipient is found to be noncompliant with this Agreement and / or fails to correct any deficiencies within 30 days.



**Appendix F-2.2**  
**PY 26 – My Magic Kitchen Contract Excerpt**  
**Attachment II**

**ATTACHMENT II**  
**PERFORMANCE MEASURES**

My Magic Kitchen, Inc.

SERVICE CATEGORY	SERVICE UNIT	NUMBER OF UNITS	FEE PER SERVICE UNIT	AMOUNT OF FUNDS
Home Delivered Meals	Home Delivered Meals	12,936 (28 clients, 2 meals per day, 7 days per week for 33 weeks)	\$9.00	\$116,424.00

\$9/fee  
per unit

- 1) The Subrecipient will ensure the following:
  - a) A MagicKitchen nutritionist will be available to answer general nutrition questions from clients or caregivers.
  - b) Refer any clients who are seeking changes to the meal plan to the Health Department for assessment and support.
  - c) Refer clients' caregivers to the Health Department if they require assistance for meals, healthcare, etc.
  - d) The Subrecipient will collaborate with the Health Department to develop four (4) standard meal plans. Each meal plan will consist of seven (7) dinner servings and either seven (7) lunch servings (three meal plans) or seven (7) breakfast servings (one meal plan). Each serving will consist of 350 – 400 calories, be nutritionally balanced for HIV clients, include a variety of textures, colors and flavors.
  - e) The Subrecipient will collaborate with the Health Department to develop individualized meal plans for those clients who have special requirements (e.g., diabetic, renal, low sodium, weight maintenance/gain, gluten free, vegetarian, etc.)
  - f) The Subrecipient will collaborate with the Health Department to develop educational materials to be included with every delivery.
  - g) The number of clients served will not exceed 28 without prior authorization from the Health Department.
  - h) Meal delivery will only be stopped when instructed in writing by the Health Department
  - i) Delivery Schedule:
    - i) Standing Meal Orders will be prepared and shipped on Monday for delivery on Wednesday.
    - ii) New Orders will be prepared and shipped on the first Monday following receipt of a confirmed Authorization form.
    - iii) Orders will be shipped via FedEx 2-day service.
  - j) Emails will be sent to a general email box notifying the Health Department of:
    - i) the Authorization form has been received;

Appendix G-1

**County Response to MPIA Request #3 (2/22/2017) Excerpt**



Rushern L. Baker, III  
County Executive  
  
Jared M. McCarthy  
Acting County Attorney

**THE PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF LAW**

1<sup>st</sup> Response to  
MPIA Request #3  
(2/22/2017)

Sean G. Dixon  
Deputy County Attorney  
  
Tara H. Jackson  
Deputy County Attorney

March 28, 2017

**Sent via 1st Class Mail and Email**

Mr. Graham Keithley  
Associate  
Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, NW  
Washington, DC 20036

**Re: Maryland Public Information Request**

Dear Mr. Keithley:

This letter is being sent on behalf of the Prince George's County Office of Law (the "Office") and the Prince George's County Health Department (the "Department.") The Department, via the Office, received your letter dated February 22, 2017, in which you requested certain records under the Public Information Act, Annotated Code of Maryland, General Provisions Article ("GP"), § 4-101 et seq. In particular, you requested certain records relating to *"the Department's provision or funding or services, directly or through its agreements with others, to Ryan White clients, and related documents, including but not limited to Prince George's County's expenditures of the Ryan White Part A Funding."*

The purpose of this letter is to inform you: (1) of responses to date regarding your request; and (2) the Department, via the Office, will provide responsive documents on a rolling basis until completion of your request. For some of the requested items, the Department may need to refer you to the appropriate source to obtain. The Department, in tandem with the Office, is reviewing the list of materials you have requested to determine whether they are, in whole or in part, exempt from disclosure under the Public Information Act.

Please be advised that once the responsive documents are collected by the Department and provided to the Office, all documents are subject to inspection. If any responsive documents are withheld, an explanation will be provided to you. It is expected that the review process will take approximately ten (10) hours to complete, using an eight hour day as the basis for working hours; and you may be charged a fee accordingly. However an approximate fee estimate is not available at this time. The Office anticipates that it will be able to respond to your request no later than April 3, 2017. In addition, should you wish to copy any of the responsive documents, a duplication charge of twenty-five cents (.25¢) per page will be assessed.

14741 Gov. Oden Bowie Drive, Suite 5121, Upper Marlboro, Maryland 20772  
(301) 952-5225 FAX (301) 952-3071



Appendix G-2

County Response to MPIA Request #3 (4/03/2017) Excerpt



Rushern L. Baker, III  
County Executive  
  
Jared M. McCarthy  
Acting County Attorney

**THE PRINCE GEORGE'S COUNTY GOVERNMENT  
OFFICE OF LAW**

2<sup>nd</sup> Response to  
MPIA Request #3  
(4/03/2017)

Sean G. Dixon  
Deputy County Attorney  
  
Tara H. Jackson  
Deputy County Attorney

April 3, 2017

Sent via FedEx  
Mr. Graham Keithley  
Associate  
Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street, NW  
Washington, DC 20036

Re: Maryland Public Information Request

Dear Mr. Keithley:

On February 22, 2017, we received your request to the Prince George's County Department of Health for documents. That request has been constructed to be pursuant to the Public Information Act, Annotated Code of Maryland, General Provisions Article ("GP"), §4-101 *et seq.*

In particular, you requested certain records relating to "the Department's provision or funding or services, directly or through its agreements with others, to Ryan White clients, and related documents, including but not limited to Prince George's County's expenditures of the Ryan White Part A Funding." The custodian of records has collected those records in our custody that are responsive to your request. The records, pages 1-278, have been complied and are included.

In response to your request for *"All reports, invoices, receipts, and documents submitted by each Sub recipient receiving funding to (a) evaluate clients for Ryan White Part A eligibility to receive home delivered meals or groceries, or grocery vouchers, (b) to make or receive referrals for the provision of such home delivered meals or groceries, or (c) to provide or arrange to be provide home delivered meals or groceries to Ryan White clients or patients, from September 1, 2016 through the date of this Request."* The Department does not have any sub-recipients for home delivered meals. By contrast, the Department has a vendor who supplies home delivered meals. However, pursuant to the General Provisions §4-335, the Office of Law is denying inspection of any documents because the information regarding these vendors contains confidential commercial and financial information.

You may seek judicial review of the disclosure decision pursuant to the Annotated Code of Maryland, General Provisions Article ("GP"), §4-362. Further, you may also refer any concerns to the Public Access Ombudsman pursuant to GP §4-1B-01 *et seq.*

14741 Gov. Oden Bowie Drive, Suite 5121, Upper Marlboro, Maryland 20772  
(301) 952-5225 FAX (301) 952-3071

**Appendix G-3.1**

**Food & Friends, Inc. MPIA Request #1 - 5/26/2016 Excerpt**



Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Graham Keithley  
tel: 202.663.8768  
graham.keithley@pillsburylaw.com

May 26, 2016

Via FedEx and Email

Ms. Bridgette Greer  
Office of Law  
Prince George's County  
County Administration Building  
14741 Governor Oden Bowie Drive, Room 5121  
Upper Marlboro, MD 20772-3050

**Re: Public Information Act Request**

Dear Ms. Greer,

Pursuant to Maryland's Public Information Act, Annotated Code of Maryland, General Provisions Article § 4-103, we request documents relating to the current Ryan White HIV/AIDS Program ("Ryan White Program") for FY 2015 and 2016 and CARE Act Year 25 and Year 26. We specifically request documents related to:

1. **Awards to Prince George's County** of any Ryan White Program funding, including:
  - a. All current funding agreements, grants, or subawards issued by the District of Columbia ("DC"), the DC Department of Health ("DOH"), or the DC HIV/AIDS, Hepatitis, STD and TB Administration ("HAHSTA") to the Prince George's County Health Department ("PGCHD") that cover FY 2015 and 2016 or CARE Act Part A Year 25 or Year 26 funding of Ryan White Program Part A services (whether or not executed by PGCHD), and any documents attached or incorporated by reference in or to such funding agreements, grants or subawards, any amendments or modifications thereto, and any notices of grant award related to such funding agreements, grants, or subawards;
  - b. All documents submitted to DOH, HAHSTA, or the Metropolitan Washington Regional HIV Health Services Planning Council (the "Planning Council") concerning the allocation and use of Ryan White Program Part A funds during FY 2015 and FY 2016 (Care Act Part A Year 25 and Year 26) under any funding agreement, grant, subaward, or the Intergovernmental Agreement between Prince George's County or the



Appendix G-3.2  
Food & Friends, Inc. MPIA Request #2 - 9/14/2016

tel: 202.663.8174  
christopher.leuchten@pillsburylaw.com

September 14, 2016

Via Email

Mr. John M. Gwynn  
Associate County Attorney  
Prince George's County Office of Law  
County Administration Building, Room 5121  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772-3050

**Re: Public Information Act Request**

Dear Mr. Gwynn,

Pursuant to Maryland's Public Information Act, Annotated Code of Maryland, General Provisions Article § 4-103, we request documents relating to Prince George's County's (including the Prince George's County Health Department) FY 26 arrangements to provide food to eligible Ryan White clients and related documents, and its most recent Care Act Part A Grant Year 26 Suburban Maryland Reports showing the allocations, awards, expenditures to date, unspent and underspent sums related to Ryan White Part A funding to Prince George's County. We specifically request:

1. The most recent Care Act Part A Grant Year 26 Suburban Maryland Reports showing the allocations, awards, expenditures to date, unspent and underspent sums related to Ryan White Part A funding to Prince George's County and all correspondence related thereto;
2. Any draft or final grant, subgrant, contract, award, subaward or other agreement with Mom's Meals, and any amendments and revisions thereto (collectively "Mom's Meals Contracts");
3. Any draft or final grant, subgrant, contract, award, subaward or other agreement with Magic Kitchen, and any amendments and revisions thereto (collectively "Magic Kitchen Contracts");
4. Any draft or final grant, subgrant, contract, award, subaward or other agreement with Peapod, Giant Foods, or any entity that would enable orders using PeaPod, and any amendments and revisions thereto (collectively "Peapod Contracts");
5. Any grant, subgrant, contract, award, subaward or other agreement with any vendor or other service provider, and any amendments and revisions thereto or for existing grants, contracts, awards, subawards or other agreements, that provides for home delivered meals, grocery vouchers or gift cards, or any other means of providing food (collectively "Food Services") to eligible Ryan White clients in those Maryland counties that Prince Georges County administers such services, including but not limited to Prince George's, Montgomery, Calvert and Charles Counties (collectively, the "Counties") (collectively with Mom's Meals Contracts, Magic Kitchen Contracts, and Peapod Contracts, "the Contracts");
6. All correspondence between Prince George's County and any provider of Food Services regarding the provision of Food Services to or on behalf of Prince George's County involving the expenditure of Ryan White Part A funds, including all correspondence regarding the Contracts or any proposed or possible agreement, regardless of the parties to any such proposed agreements;
7. All documents related to any requests for proposals for vendors or other service providers to provide Food Services to eligible Ryan White clients in the Counties, including, without limitation:
  - a. Requests for proposals, bids, or cost and pricing information;
  - b. Requests for contracts or other agreements;
  - c. Published notices of solicitation, requests for proposals or bids, or other requests for response, including without limitation requests for expressions of interest or capability;
  - d. All potential vendor or service provider lists;
  - e. Determinations to, justification for, or communications regarding performing a competitive or sole sourcing process related to the Contracts or requests for contracts or other agreements or published notices of solicitation or other solicitation, with any vendor or service provider, including, without limitation, Mom's Meals, Magic Kitchen, or Peapod, to provide Food Services.

For purposes of this request, "service providers" includes "all entities supported to provide services through [the] IGA, and includes all grantees, sub-

grantees, contractors, sub-contractors, consultants or other entities paid through any contract, grant, memorandum of understanding or other instrument."

We appreciate your providing documents in response to this request as they are located and become available, so that a partial response can be provided as soon as reasonably possible. If you object to providing any particular document in accordance with the Public Information Act, please provide all documents not subject to such a bona fide objection. We are happy to receive electronic copies of any documents to facilitate the ease of responding.

We will promptly pay for copying and search charges as required, up to \$500, and can make an advance payment up to \$500 to avoid any delayed response to this request, subject to Prince George's County's agreement to refund any overpayment. Please notify us as soon as possible if the anticipated charges are likely to exceed \$500.

Thank you for your assistance in this matter. If you have questions, please contact me.

Sincerely,

  
Christopher Leuchten  
Associate

cc: Graham Keithley, Pillsbury Winthrop Shaw Pittman LLP



Appendix G-3.3  
MPIA REQUEST #3 – 2/22/2017 Excerpt



Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW | Washington, DC 20036-3006 | tel 202.663.8000 | fax 202.663.8007

Graham Keithley  
tel: 202.663.87  
graham.keithley@pillsburylaw.cc

February 22, 2017

Via FedEx and Email

Mr. Jared McCarthy  
Office of Law  
Prince George's County  
County Administration Building  
14741 Governor Oden Bowie Drive  
Upper Marlboro, MD 20772-3050

All items from 2/22/2017  
MPIA request responded to.

**Re: Public Information Act Request**

Dear Mr. McCarthy,

Pursuant to Maryland's Public Information Act, Annotated Code of Maryland, General Provisions Article § 4-103, we request documents relating to Prince George's County's ("PGC") (including the Prince George's County Health Department ("PGCHD")) provision or funding or services, directly or through its agreements with others, to Ryan White clients, and related documents, including but not limited to PGC's expenditures of Ryan White Part A funding.

For purposes of this request, the term "Sub-recipient" means any entity that has entered into a sub-recipient agreement, award, sub-award, sub-grant, contract, or other agreement with PGC or the PGCHD related to Ryan White Part A funding and/or services funded by Ryan White Part A funding.

We specifically request:

1. All documents or reports submitted to the District of Columbia Department of Health, HIV/AIDS, Hepatitis, STD and TB Administration ("HAHSTA") or to the U.S. Health Resources & Services Administration ("HRSA") related to PGC's expenditure of Ryan White Part A funds from September 1, 2016 through the date of the response;

2. All reports, invoices, receipts, and documents submitted by each Sub-recipient receiving funding to (a) evaluate clients for Ryan White Part A eligibility to receive home delivered meals or groceries, or grocery vouchers, (b) to make or receive referrals for the provision of such home delivered meals or groceries, or (c) to

provide or arrange to be provide home delivered meals or groceries to Ryan White clients or patients, from September 1, 2016 through the date of this Request;

3. To the extent not included in the response to Request No. 2 above, all reports invoices, receipts and documents submitted by service providers to the PGCHD from September 1, 2016 through the date of the response, including but not limited to Children's Hospital, Magic Kitchens, Inc., Mom's Meals, Peapod, or Giant Foods.

4. All amendments to contracts between the PGCHD and any service provider, including but not limited to Magic Kitchens Inc., Mom's Meals, Peapod, or Giant Foods.

5. All amendments to contracts between Children's Hospital and the PGCHD entered into in 2016 or 2017;

6. A copy of the intake forms templates the PGCHD has used, or authorized Sub-recipients to use in 2016 and 2017 to determine the eligibility of individuals to receive Ryan White Part A funded home delivered meals or groceries;

7. All correspondence to, from, or between the PGCHD and/or HRSA from September 1, 2016 through the date of this Request;

8. All documents related to PGC or the PGCHD's reprogramming or reallocation of Ryan White Part A funds in 2016 and 2017;

9. All contracts between the PGCHD and any entity receiving Ryan White Part A funding through the PGCHD related support services or medical nutrition therapy services or medical case management services from September 1, 2016 through the date of this Request;

10. All documents reflecting audits or reviews of Sub-recipients, including without limitation correspondence and corrective action plan requests or corrective action plans (not including personal information of clients) from February 28, 2016 through the date of this Request;

11. All documents notifying potential Ryan White client referral sources of policies or procedures adopted by the PGCHD for receiving, processing, or accepting referrals for Ryan White eligible individuals who may be in need of home delivered meals or groceries from September 1, 2016 through the date of this Request; and

12. All subpoenas received by the PGCHD directly or indirectly related to Ryan White funding or expenditures of Ryan White funds.



**Appendix G-3.4**  
**MPIA Tracking – Office of Law**

[REDACTED]  
**Sent:** Monday, November 27, 2017 11:58 AM

[REDACTED]  
[REDACTED]  
**Subject:** RE: Pending MPIA Requests

Good morning [REDACTED],

In response to your email, I am confirming to the best of my understanding and knowledge, of the emails with attached documentation supplied to you are responses to September 14, 2016 (MPIA) request and addresses the listed items to May 26, 2016 (MPIA) request to all parties involved.

Thank you,

[REDACTED]  
PRINCE GEORGE'S COUNTY GOVERNMENT - OFFICE OF LAW

14741 Gov. Oden Bowie Drive

Upper Marlboro, MD 20772  
[REDACTED]



## Appendix H

### Ryan White Part A Guidance - Excerpt

April 2015

Page 3 of 9

#### Attachment 1

##### **Payer of Last Resort**

- Ryan White is payer of last resort. The Ryan White HIV/AIDS Treatment Extension Act requires that "...the State will ensure that grant funds are not utilized to make payments for any item or service to the extent that payment has been made or can reasonably be expected to be made with respect to that item or service under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or by an entity that provides health services on a prepaid basis. "DSS program policy guidance No. 2 further states that at the individual client level, grantees and/or their subcontractors are expected to make reasonable efforts to secure other funding instead of Ryan White whenever possible. Ryan White funding may only be used for services that are not reimbursable by Medicaid, ADAP Plus or other third-party payers.
- The Contractor shall (i) maintain policies and staff training on the requirement that Ryan White be the payer of last resort and how that requirement is met; (ii) screen each client for insurance coverage and eligibility for third party programs, assist clients in applying for such coverage and document this in client files; and (iii) carry out internal review of files and billing system to ensure Ryan White resources are used only when a third party payer is not available.
- The Contractor shall (i) have billing, collection, co-pay and sliding fee policies that do not act as a barrier to providing services regardless of the clients ability to pay and (ii) maintain file of individuals refused services with reasons for refusal specified and any complaints from clients with documentation of complaint review and decision reached.
- The Contractor shall ensure that policies and procedures classify veterans receiving VA health benefits as uninsured, thus exempting these veterans from the payer of last resort requirement.

Source: <https://www.healthresearch.org/wp-content/uploads/2016/07/Attachment-1-RW-Guidance-for-Part-B-Direct-Service-Contractors.pdf>



# Appendix I

## Ryan White Expenditure Report Excerpt February 2016

### Report through February 2016

#### Suburban Maryland

	Allocations		Awards		Expenditures to Date		Unspent	
	Initial	Adjust	Initial	Adjust	Reported	Expected	Amount	Percent
1 Primary and Specialty Medical Care	2,384,636	-	2,384,636	127,040	2,511,221	2,511,676	455	0.0%
2 AIDS Drug Assistance Program	94,833	-	94,833	(12,000)	67,033	82,833	0	0.0%
3 AIDS Pharmaceutical Assistance (Local)	898,048	94,833	898,048	80,579	977,958	978,627	15,800	19.1%
4 Oral Health Care	125,238	898,048	125,238	20,928	128,669	146,166	669	0.1%
5 Early Intervention Services	3,500	125,238	3,500	3,295	6,091	6,795	17,497	12.0%
6 Health Insurance Premium and Cost Sharing	-	3,500	-	-	-	-	704	10.4%
7a Home Health Care - Professional Nursing	-	-	-	-	-	-	-	-
7b Home Health Care - Home Health Aides	-	-	-	-	-	-	-	-
Home and Community Based Health Services - Day Treatment	-	-	-	-	-	-	-	-
8a Treatment	-	-	-	-	-	-	-	-
Home and Community Based Health Services - Personal Care	-	-	-	-	-	-	-	-
8b Personal Care	-	-	-	-	-	-	-	-
9 Hospice Services	-	-	-	-	-	-	-	-
10 Mental Health Services - Mental Health	229,022	229,022	229,022	3,900	216,802	232,922	16,120	6.9%
11 Medical Nutrition Therapy	188,619	188,619	188,619	1,000	189,619	189,619	19,763	10.4%
12a Medical Case Management	1,653,662	1,653,662	1,653,662	71,364	1,725,066	1,725,026	1,960	0.1%
13 Substance Abuse Services - Outpatient	131,085	131,085	131,085	11,000	141,841	142,085	244	0.2%
17a Food Bank/Home Delivered Meals - Food Bank	-	-	-	-	-	-	0	-
<b>11 Food</b>	<b>377,475</b>	<b>377,475</b>	<b>377,475</b>	<b>(122,000)</b>	<b>251,736</b>	<b>255,475</b>	<b>3,739</b>	<b>1.5%</b>
20 Legal Services	2,080	-	2,080	-	650	2,080	1,430	68.8%
21 Linguistic Services	37,809	2,080	37,809	4,000	41,676	41,809	133	0.3%
22 Medical Transportation Services	-	-	-	-	-	-	-	-
23 Outreach Services	855,679	-	855,679	(88,900)	766,779	766,779	14,060	1.8%
<b>Support Services Subtotal</b>	<b>6,564,322</b>	<b>-</b>	<b>6,564,322</b>	<b>218,206</b>	<b>6,695,257</b>	<b>6,782,528</b>	<b>87,271</b>	<b>1.3%</b>

Initial allocation  
~\$377K

Adjusted down  
\$122K, current  
~\$255K

Actual expenditure  
~\$251K (98.5%),  
expected \$255K  
(100%)

Est.  
underspend  
~\$4K (1.5%)

**Appendix J**  
Authority for Administrative Agents to Reprogram Ryan White Funding  
Excerpt

**Metropolitan Washington Regional Ryan White Planning Council**

**Motion Form**

The Committee Chair or other Planning Council member making a motion for consideration by the Executive Committee and/or full Planning Council shall complete this form and submit it to Planning Council staff and Planning Council Support Contractor at least five (5) business days before the meeting at which it will be made.

Standing Committee of Origin: Fiscal Oversight & Allocations Date Passed: \_\_\_\_\_

Executive Committee Approval Date: 7.17.2014 As Submitted X With Changes \_\_\_\_\_

**1. Text of the motion:**

The Planning Council grants the Administrative Agents the authority to perform reprogramming (valued at up to 15% of each service category annually) and report the results thereof back to the Planning Council in order to: (1) respond to unanticipated client needs, (2) respond to changing service delivery conditions (e.g. changing health insurance coverage), and (3) ensure a thoughtful, timely and appropriate spend-down of Part A/MAI dollars. FOAC will develop the parameters of the report that the Administrative Agents will use to document such reprogramming activities, which will include expenditure and service utilization information. Planning Council will review reprogramming actions undertaken through this mechanism, and will overturn those that fail to conform to an emerging or unanticipated situation. For example: changes made in service categories to ensure a service provider retains its full award or to adjust the starting place for awards relative to the approved allocations plan would not fit this requirement. Further, the Planning Council will determine what additional language needs to be included in the MOU and the Assessment of the Administrative Mechanism resulting from this change.



Appendix K-1.1  
Food & Friends, Inc. Response to Findings



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January 13, 2018

David H. Van Dyke  
County Auditor  
Prince George's County Office of Audits and Investigations  
14741 Gov. Oden Bowie Drive  
County Admin. Bldg., Room 2170  
Upper Marlboro, MD 20772

**Re: Special Review: Draft Report on Ryan White Part A Home Delivered Meals Program**

Dear David:

I am responding to your request for comments concerning the referenced draft Special Review Report, on behalf of Food & Friends. We appreciate the opportunity to review and provide comments on the draft report.

This report considered Food & Friends' grant award from the Prince George's County Health Department (the "PGCHD") and the circumstances surrounding the decision not to conclude a grant agreement with Food & Friends that extended through Ryan White Part A Year 26, which ended on February 28, 2017. As the draft report notes, Food & Friends operated under a full Year 25 award, and then under a partial Year 26 award from March 1, 2016 to August 31, 2016 (the "Interim Award"). Nonetheless, Food & Friends continued to serve Ryan White Part A eligible Prince George's County residents and others in the Metropolitan Washington DC EMA (the "EMA") throughout Year 26, and has continued to serve these residents in Year 27. During this time, we have relied on other sources of funding, including some funding from the Prince George's County Council and other Maryland sources, although these Maryland funding sources collectively did not cover the cost of Food & Friends' continued service.

**Background**

As you know, Food & Friends sought to continue an award through Year 26, which ended on February 28, 2017, so that it could provide home delivered meals and groceries to all eligible HIV/AIDS clients residing in Prince George's County, and the neighboring Counties covered by the Ryan White Part A grant funding that the PGCHD administered. However, on October 12, 2016, the PGCHD advised us that they were ceasing discussions on the terms of an award. We were also first advised on that date that the PGCHD had awarded a sole source non-competitive contract to My Magic Kitchens, Inc. ("Magic Kitchens"). As you also know, the Magic Kitchen's contract was effective as of July 15, 2016 and continued through Year 26,

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until February 28, 2017. This contract was extended through a date after February 28, 2017.

As the draft Special Report reflects, Ryan White part A funding is federal funding ultimately administered by the US Department of Health and Human Services, Health Resources and Services Administration (HRSA). The PGCHD has historically received Ryan White Part A funding for home delivered meals and groceries through an intergovernmental agreement between Prince George's County and Washington DC, and a grant from the DC Department of Health, based upon historical need, and consistent with the incidence of HIV/AIDS as reflected in historical data. The award by the PGCHD to one of its divisions for Year 26 for the Home Delivered Food service category is based on 220 target clients.

### **The Issues**

The two primary issues that concerned Food & Friends, and prompted our request for a review involve a dramatic reduction in funding offered by the PGCHD for Year 26, and changing eligibility criteria. We briefly describe the basis for these concerns below, since they are not summarized in the draft Special Report.

First, the PGCHD changed the structure of the grant to limit the number of eligible clients that could be served by Food & Friends to 28 clients as of June 6, 2016, and it further reduced the number of clients to 25 as of August 1, 2016. During the Interim Award period, Food & Friends was serving approximately 100 eligible clients residing in Prince George's County and the covered neighboring Counties. Significantly, in the past 22 years that Food & Friends has served Prince George's County, there was never a limit on the number of eligible clients that could be served. Rather, funding was based upon historical numbers of eligible clients, and limited only by the dollar value of the grant and the allowable cost per meal. Food & Friends always served all eligible HIV/AIDS clients. Apart from this historical need data, there is no basis upon which to limit the number of eligible clients in advance of an eligibility assessment and a referral from a medical provider treating an HIV/AIDS patient. The cap on the number of eligible clients that could be served, and the limited funding offered to Food & Friends, was not adequate to provide home delivered meals and groceries to known eligible clients.

Second, the PGCHD continued to change the eligibility criteria for clients qualifying to receive home delivered meals in 2016. Food & Friends has used the same Ryan White Part A eligibility criteria for many years, and uses the same criteria throughout the Metropolitan Washington DC EMA, which includes Prince George's County and the neighboring covered suburban Maryland Counties. The Food & Friend Intake Form has been approved by the PGCHD and all other relevant Governmental entities that have funded us. Food & Friends has always been diligent in confirming and assessing eligibility in conjunction with medical provider referral sources. Ultimately, the PGCHD determined that only clients the PGCHD served and only



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those it referred were eligible, in addition to the clients referred by neighboring Counties that it approved as eligible. The PGCHD, therefore, would not permit all of the other medical providers serving Prince George's County residents to refer eligible clients for home delivered meals or groceries. This included direct Veterans Administration referrals. This was a dramatic change, as prior to Year 26, the PGCHD had always accepted referrals to Food & Friends from these well-known third party health care providers, often experts in treating HIV/AIDS patients. The result was to exclude 60-70% of the eligible Ryan White Part A HIV/AIDS clients from receiving Food & Friends' services.

Significantly, Food & Friends has continued to serve all eligible Ryan White Part A HIV/AIDS clients residing in Prince George's County, even after the PGCHD ceased funding Food & Friends. Equally significant is the fact that the DC Department of Health, HIV/AIDS, Hepatitis, STD, and Tuberculosis Administration ("HAHSTA") is now funding Food & Friends for all Ryan White Part A eligible clients residing in the EMA, including those residing in Prince George's County, under the **same** eligibility criteria that Food & Friends has used for many years. All HIV/AIDS medical providers may refer eligible clients to Food & Friends.

#### **Specific Comments on the Report**

As a preliminary matter, we note that Food & Friends is honored to continue serving Prince George's County residents eligible not only under Ryan White Part A, but also as part of our support to others with cancer, and other life threatening illnesses, now including diabetes. We depend on alternative sources of financial support to serve those not eligible for Ryan White Part A services and to supplement Ryan White funding when it is not adequate. Many of the clients we serve reside in Prince George's County, and we look forward to continuing support from Prince George's County, to secure our ability to serve those in desperate need. We wish only to continue a positive and mutually beneficial relationship with Prince George's County, and we greatly appreciate the historical support we have received.

Since Ryan White Part A funding for home delivered meals and groceries, and the application of consistent eligibility criteria, have now been consolidated through the DC Department of Health and HAHSTA, our current focus is to renew our relationship with Prince George's County at all levels. Therefore, we highlight here only a few of the factual errors in the draft report that merit consideration. We believe that it is important for the report to be factually accurate. We hope our comments will assist the County in its oversight role in the future, especially when it administers federal funding.

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Eligibility Criteria

It is important that the draft Special Report accurately reflect the Ryan White Part A eligibility criteria imposed by the PGCHD on Food & Friends in Year 26. This is important not only because these criteria were not consistent with the Ryan White Part A eligibility criteria, and left many eligible clients unserved, but also because the criteria were not consistent with the funding application submitted to obtain Ryan White Part A funding for Prince George's County and the covered neighboring Counties. HIV/AIDS remains a significant health issue, in part because aging HIV/AIDS patients are living longer, and are developing more debilitating illnesses associated with the effects of long term HIV/AIDS, and in part because under-diagnosis and treatment remains chronic in the EMA. The Ryan White Funding application applicable to Year 26 funding documents the continuing need for support services such as home delivered meals and groceries. (See Metropolitan Washington DC EMA funding application, pp 27-30).

First, the PGCHD changed its eligibility criteria to limit Part A Ryan White eligibility to only those clients that the PGCHD medically evaluated and referred. This requirement eliminated all eligible clients that were served and referred by other medical providers. For example, if an eligible client residing in Prince George's County received medical care from George Washington Hospital, the National Institute of Health, Whitman Walker Clinic, La Clinica, the Veterans Affairs Medical Center, a local Prince George's County physician, or another medical provider, and these medical providers made a referral to Food & Friends using the Food & Friend's intake form (approved by the PGCHD), the PGCHD would not permit them to be served as eligible, even after Food & Friends separately confirmed eligibility and need. In other words, the PGCHD would not deem any client eligible unless the PGCHD medically evaluated the client and assessed the client for eligibility. Ryan White guidelines do not require that the PGCHD assess each eligible client, nor do such guidelines limit referrals to any particular medical provider referral source. In fact, Ryan White Part A serves all eligible clients, regardless of the medical provider and referral source.

In addition, the PGCHD did not contact third party medical provider referral sources to establish a referral relationship with them. Every medical provider (other than the PGCHD) continued to refer eligible Ryan White Part A HIV/AIDS patients to Food & Friends for services after the PGCHD ceased funding Food & Friends in Year 26. Significantly, Food & Friend's invoices to the PGCHD listed referral sources by client served. Therefore, the PGCHD was aware of the third party medical providers referring eligible clients to Food & Friends.

Moreover, the PGCHD funded several medical providers to conduct nutrition therapy assessments and to make referrals to a provider for home delivered meals or groceries when need was determined. However, when such medical providers referred eligible



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clients to Food & Friends, the PGCHD found them ineligible and refused to pay for services to these clients. For example, Children's Hospital and Greater Baden Medical Services were funded to conduct assessments and make referrals, but the PGCHD would not accept such referrals as eligible. In addition, referrals from the Veterans Administration were not accepted as eligible by the PGCHD, contrary to specific Ryan White Part A guidelines.

Finally, the PGCHD also found ineligible a number of clients referred by the neighboring covered Suburban Maryland County Health Departments, even though these Health Departments provided medical care and assessed their clients in accordance with their funding agreements with the PGCHD, prior to referring their clients to Food & Friends for home delivered meals. While the PGCHD finally agreed to accept Montgomery County referrals as eligible, the PGCHD continued to refuse to pay for the meals delivered to these clients.

Impact on Contract Negotiations.

The draft Special Report states that Food & Friends rejected the contract offered by the PGCHD and that Magic Kitchens accepted a contract with the terms offered to Food & Friends. This is not accurate. Food & Friends was in the process of negotiating a contract with the PGCHD when the PGCHD (through counsel) informed Food & Friends that it would no longer consider a contract with Food and Friends. Significantly, Food & Friend accepted the PGCHD's eligibility criteria. Food & Friends simply attempted to negotiate an agreement that recognized third party medical provider referrals, since the clients referred by these medical providers were eligible and were historically covered by PGCHD contracts. Food & Friends also sought funding based upon historical data. Unfortunately, the contract offered by the PGCHD covered only those served by the PGCHD or potentially a small number of clients referred by covered counties if the PGCHD determined them eligible.

Significantly, the contract offered by the PGCHD in September 2016 was capped at 28 total eligible clients over the remaining six months of Year 26, and was further capped at approximately \$51,000.00 for this six-month period, and \$5.58 per meal. Given historical data, and invoicing under the Interim Award in place during the first six months of Year 26, the offered contract would cover only a small proportion of Ryan White eligible clients. Nevertheless, Food & Friends continued its efforts to negotiate a reasonable contract with the PGCHD until the PGCHD terminated discussions and informed Food & Friends that it had entered into a sole source noncompetitively awarded contract with Magic Kitchen. It must be noted also that Food & Friends advised the PGCHD, through its counsel, that Food & Friends desired to compete for any contract covering home delivered meals. Please see the attached email and documents provided to the PGCHD counsel after Food & Friends was advised that the PGCHD was ceasing contract negotiations for further details concerning contract negotiations.

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In summary, Food & Friends has always advocated in favor of serving all Ryan White Part A eligible clients residing in Prince George's County and neighboring covered counties. As a not-for-profit charitable organization, our mission is to care for others. To fulfill our mission, which benefits the citizens of Prince George's County, we must have funding that will cover our costs. Our hope is that Prince George's County will find our comments helpful in ensuring that future funding for the neediest citizens will be subject to an open, collaborative, and transparent process. Our missions are entirely compatible and intertwined.

We look forward to discussing our response to the draft Special Review Report at your convenience. As you know, we have substantial documentation that we are happy to sift through and to share on any point. We respectfully request that you include these comments as an Addendum to the final Special Review Report.

Very truly yours,

A handwritten signature in blue ink that reads "Craig Shinderman". The signature is fluid and cursive, with the first name "Craig" being more prominent than the last name "Shinderman".

Encl.  
Joel Van Over, Pillsbury Winthrop Shaw Pittman LLP  
Carrie Stoltzfus, Food & Friends  
Altmann Pannell, Food & Friends



Appendix L-1.1

Auditor's Comments on Food & Friends, Inc., Response to Findings

**Auditor's Comments on Food & Friends, Inc. February 14, 2018 Response to the Special Review of Food & Friends, Inc. Ryan White – Part A Home Delivered Meals Program**

We have reviewed the response and comments provided by Food & Friends, Inc., to the Special Review Report on Food & Friends, Inc. Ryan White – Part A Home Delivered Meals Program, and wish to thank everyone involved for their cooperation during the review. However, we would like to provide our comments with respect to some of Food & Friends, Inc. responses, which we feel needed additional clarity.

**Food & Friends stated in the response:**

*“Food & Friends operated under a full Year 25 award, and then under a partial Year 26 award from March 1, 2016 to August 31, 2016 (the "Interim Award"). Nonetheless, Food & Friends continued to serve Ryan White Part A eligible Prince George's County residents and others in the Metropolitan Washington DC EMA (the "EMA") throughout Year 26, and has continued to serve these residents in Year 27. During this time, we have relied on other sources of funding, including some funding from the Prince George's County Council and other Maryland sources, although these Maryland funding sources collectively did not cover the cost of Food & Friends' continued service.”*

**Auditor Comments:**

A&I determined that the County fulfilled its contractual obligations and made all payments due to Food & Friends for the services provided while under contract. The County contracted with another vendor, My Magic Kitchen, to provide services to eligible Ryan White Part A clients upon termination of the Food & Friends contract.

**Food & Friends stated in the response:**

*“Food & Friends sought to continue an award through Year 26, which ended on February 28, 2017, so that it could provide home delivered meals and groceries to all eligible HIV/AIDS clients residing in Prince George's County, and the neighboring Counties covered by the Ryan White Part A grant funding that the Prince George's County Health Department administered. On October 12, 2016, the Prince George's County Health Department advised us that they were ceasing discussions on the terms of an award. We were also first advised on that date that the Prince George's County Health Department had awarded a sole source non-competitive contract to My Magic Kitchen, Inc. ("Magic Kitchen"). As you also know, the Magic Kitchen's contract was effective as of July 15, 2016 and continued through Year 26, until February 28, 2017. This contract was extended through a date after February 28, 2017.”*

Appendix L-1.2

Auditor's Comments on Food & Friends, Inc., Response to Findings

**Auditor Comments:**

In Grant Year 26, the Prince George's County Health Department's Family Health Services Division hired a qualified licensed Nutritionist to provide nutrition assessments, nutrition education and to determine eligibility for home delivered meals under Ryan White to ensure compliance with Ryan White program guidelines and standards. This was a change in process from previous years, where the vendor, Food & Friends, was allowed to manage this process. The County took over management of this process, which provided better segregation of duties between managing referrals/eligibility and providing food service. The Prince George's County Office of Law attempted to re-negotiate a new contract with the legal Counsel for Food & Friends, Inc., which Food & Friends refused. The County made a decision to procure meal service from an alternate supplier, My Magic Kitchen, Inc., effective, September 1, 2016, who accepted the re-negotiated contract service requirements which Food & Friends initially refused. The County Health Department requested and was granted an only practical source determination for fiscal year 2017, from the County Purchasing Agent on August 17, 2016, so as not to have any disruption in service.

**Food & Friends stated in the response:**

*"The Prince George's County Health Department changed the structure of the grant to limit the number of eligible clients that could be served by Food & Friends to 28 clients as of June 6, 2016, and it further reduced the number of clients to 25 as of August 1, 2016. During the Interim Award period, Food & Friends was serving approximately 100 eligible clients residing in Prince George's County and the covered neighboring Counties."*

**Auditor Comments:**

The County did not change the structure of the grant, only how the program was managed. The County changed its process and required clients to complete an in-take assessment with the County, which resulted in fewer clients being serviced, because not all eligible clients complied. A&I reviewed the number of participants that were serviced and billed by Food & Friends, and noted that only 14 persons were eligible to receive home delivered meals, however Food & Friends, Inc. invoiced the County for over 90 clients per month. Food & Friends had an interim contract with the County for the period March 2016 – August 31, 2016, and they continued to provide meals without a valid contract with the County from September 2016 – November 2016, and after the County had contracted with another vendor (My Magic Kitchen), for that period.

**Food & Friends stated in the response:**

*"In the past 22 years that Food & Friends has served Prince George's County, there was never a limit on the number of eligible clients that could be served. Rather, funding was based upon*



**Auditor's Comments on Food & Friends, Inc., Response to Findings**

*historical numbers of eligible clients, and limited only by the dollar value of the grant and the allowable cost per meal. Food & Friends always served all eligible HIV/AIDS clients. Apart from this historical need data, there is no basis upon which to limit the number of eligible clients in advance of an eligibility assessment and a referral from a medical provider treating an HIV/AIDS patient. The cap on the number of eligible clients that could be served, and the limited funding offered to Food & Friends, was not adequate to provide home delivered meals and groceries to known eligible clients."*

**Auditor Comments:**

In the past, the County allowed Food & Friends to complete the in-take process, determine eligibility (if needed), service the client, and invoice the County. This process lacked adequate segregation of duties, and based on the guidelines stipulated under the Ryan White HIV/AIDS program requirements, it should be the County's responsibility to control the referral/eligibility process. The County changed its process by hiring a qualified licensed Nutritionist to provide nutrition assessments, nutrition education, and to determine eligibility for home delivered meals under Ryan White to ensure compliance with Ryan White program guidelines and standards. The Planning Council's guidance standards allows for EMAs to "optionally define eligibility for certain services more precisely, but may NOT broaden the definition of who is eligible for services." The County attempted to re-negotiate a new contract with the Counsel for Food & Friends, Inc., which Food & Friends refused.

**Food & Friends stated in the response:**

*"The Prince George's County Health Department continued to change the eligibility criteria for clients qualifying to receive home delivered meals in 2016. Food & Friends has used the same Ryan White Part A eligibility criteria for many years, and uses the same criteria throughout the Metropolitan Washington DC EMA, which includes Prince George's County and the neighboring covered suburban Maryland Counties. The Food & Friend Intake Form has been approved by the Prince George's County Health Department and all other relevant Governmental entities that have funded us. Food & Friends has always been diligent in confirming and assessing eligibility in conjunction with medical provider referral sources."*

**Auditor Comments:**

The County did not change eligibility criteria, only how the program was managed which included the in-take process. The Planning Council's guidance standards allows for EMAs to "optionally define eligibility for certain services more precisely, but may NOT broaden the definition of who is eligible for services."

## Auditor's Comments on Food &amp; Friends, Inc., Response to Findings

**Food & Friends stated in the response:**

*"The Prince George's County Health Department determined that only clients the Prince George's County Health Department served and only those it referred were eligible, in addition to the clients referred by neighboring Counties that it approved as eligible. The Prince George's County Health Department, therefore, would not permit all of the other medical providers serving Prince George's County residents to refer eligible clients for home delivered meals or groceries. This included direct Veterans Administration referrals."*

**Auditor Comments:**

In the past, the Health Department's Family Health Services Division under the guidance of the Administrative Agent had allowed clients from EMAs as long as they met the following minimum criteria:

- Live in Suburban Maryland jurisdictions (Prince George's, Montgomery, Frederick, Charles and Calvert)
- Be HIV (+)
- Be uninsured or underinsured
- Meets income guidelines (400% below regional poverty level)
- Needed meals

A new process was developed by the Family Health Services Division of the County's Health Department to ensure that its vendors operated using the "Home Delivered Meals" guidelines. Under this new process, all Partner agencies will continue to conduct referral evaluation and provide a list of eligible clients directly to the food vendor. The County indicated that it has no intention or desire to impede the service to clients from any jurisdiction (partner agency). Food & Friends, Inc. past practices were to accept any client referral that met the minimum requirements, and then advise the County at time of invoice of the number of clients that received meals. The County's Health Department indicates, that based on the guidelines stipulated under the Ryan White HIV/AIDS program requirements, that it should be the County's responsibility to control the referral/eligibility process.

**Food & Friends stated in the response:**

*"Food & Friends has continued to serve all eligible Ryan White Part A HIV/AIDS clients residing in Prince George's County, even after the PGCHD ceased funding Food & Friends. Equally significant is the fact that the DC Department of Health, HIV/AIDS, Hepatitis, STD, and Tuberculosis Administration ("HAHSTA") is now funding Food & Friends for all Ryan White Part A eligible clients residing in the EMA, including those residing in Prince George's County, under the same eligibility criteria that Food & Friends has used for many years. All HIV/AIDS medical providers may refer eligible clients to Food & Friends."*



## Auditor's Comments on Food &amp; Friends, Inc., Response to Findings

**Auditor Comments:**

At the time of the review, the Ryan White funder, HAHSTA, had decided to move to a “fee for service based system,” and this process and contract were still under development. Under this system, the Health Department will make referrals to HAHSTA vendors and HAHSTA will manage vendor compliance. It appears as though the new process information flow from the County to the vendor is the preferred method to assure compliance with program guidelines. At the present time, it appears as though this process is now in place. According to Food & Friends, Inc., HAHSTA began administering the home delivered meal category for Ryan White on October 1, 2017, and is now funding Food & Friends, Inc. for all Ryan White Part A eligible clients residing in the Eligible Metropolitan Area (EMA) including those residing in Prince George's County.

**Food & Friends stated in the response:**

*“The Prince George's County Health Department changed its eligibility criteria to limit Part A Ryan White eligibility to only those clients that the PGCHD medically evaluated and referred.”*

**Auditor Comments:**

The Prince George's County Health Department does not conduct a “medical evaluation” of those referred to the program for meals. The Health Department interviews the client and reviews the doctors' referral and determines if the client needs other services, including meals. For meals, the client must meet all stated requirements, including homebound or having no other persons to assist with meals.

**Food & Friends stated in the response:**

*“Ryan White Part A serves all eligible clients, regardless of the medical provider and referral source.”*

**Auditor Comments:**

Ryan White Part A has specific guideline requirements, where the provider of “last resort” must be considered. The Prince George's County Health Department determined that Food & Friends was approving clients for meals “regardless of the medical provider or referral source” which provided no controls. This is how the meal count grew to exceed 100 clients because no one from the County verified the eligibility of clients for years. Once process controls were implemented and managed, the number of clients that were deemed eligible, and those who complied with the new process and in-take procedures declined to less than 20.

