

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: May 6, 2025

☒ Consent ☐ Regular
☐ Ordinance ☐ Public Hearing

Department

Submitted By: Community Services

Submitted For: Ryan White Program

I. EXECUTIVE BRIEF


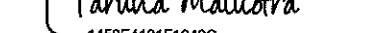

Motion and Title: Staff recommends motion to approve: First Amendment to Interlocal Agreement (Agreement) for the Ryan White HIV/AIDS Program (RWHAP) with the Florida International University Board of Trustees (FIU), a public university of the State of Florida (Resolution R2023-0487), for the three (3) year period from March 1, 2023 through February 28, 2026, to revise portions of the contract and to decrease the overall funding by \$23,000, resulting in a new three (3) year amount not to exceed \$52,000, of which \$25,000 was budgeted for Grant Year (GY) 2023, \$2,000 was budgeted for GY 2024, and \$25,000 is budgeted for GY 2025, for the provision of program evaluation services intended to improve health outcomes for People with HIV (PWH), contingent upon a budgetary appropriation by the Board of County Commissioners (BCC) and subject to funding approval by the United States Department of Health and Human Services (HHS), and Health Resources Services Administration (HRSA).

Summary: The collaboration between FIU and RWHAP provides evaluation services for the RWHAP and research opportunities for FIU. The collaboration with RWHAP includes activities from well-trained students who assist with both short-term and long-term evaluation and quality improvement projects. An amendment was required to reduce funding, as FIU has only completed one activity, obtaining Institutional Review Board (IRB) approval for GY 2024, resulting in a funding deduction from \$25,000 to \$2,000. In contrast, FIU successfully completed all activities for GY 2023 and received the full allocated amount of \$25,000. **No County match is required.**
Countywide (HH)

Background and Justification: The BCC has been receiving the RWHAP grant since 1994 and has provided core medical and support services to thousands of PWH. The RWHAP collaborates closely with the Palm Beach County HIV CARE Council to assess community needs and allocate funding accordingly. RWHAP staff will prepare and train FIU staff on the required tasks. FIU staff will meet regularly to review the current RWHAP reimbursement models and existing data to determine extraction strategies. The results will be shared with RWHAP staff to ensure the delivery of the best quality services for clients.

Attachments:

- 1) Amendment No. 1 to Interlocal Agreement with FIU

DocuSigned by:  1450E4101E1049C		4/15/2025
Recommended By:	Department Director 	Date
Approved By:	Assistant County Administrator 	4/21/25 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs	16,584	10,416			
External Revenue	(16,584)	(10,416)			
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget?

Yes xNo

Does this item include the use of federal funds?

Yes xNo

Does this item include the use of state funds?

Yes No x

Budget Account No.:
Fund 1010 Dept. 142 Unit 1479 Object VAR Program Code RP26 Program Period VAR

B. Recommended Sources of Funds/Summary of Fiscal Impact:
Funding source is the U.S. Department of Health and Human Services. No County funding is required.

C. Departmental Fiscal Review:

DocuSigned by:
Julie Dowe
05AC9C7CC5BC4A4...

Julie Dowe, Director, Financial & Support Services

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

ASDCA 4/10/25

OFMB 4/10/25

4-10-25

Trunda Brach 4/16/25

Contract Development and Control

26.4.16.25

B. Legal Sufficiency:

Helene Cobb 4-17-25

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

AMENDMENT 1

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT TO INTERLOCAL AGREEMENT (R2023-0487) is made as of this 6th day of May, 2025, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and Florida International University Board of Trustees, hereinafter referred to as the AGENCY, a government entity authorized to do business in the State of Florida, whose Federal Tax I.D. is 65-0177616.

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

WITNESSETH:

WHEREAS, on April 18, 2023, the above named parties entered into a three-year Agreement (R2023-0487) (the Agreement) to provide evaluation services for the Ryan White HIV/AIDS Program in a total amount of \$75,000.00; and

WHEREAS, the need exists to amend the Agreement by: amending **ARTICLE 5 PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** in order to decrease the total agreement amount for Grant Year 2024; update **EXHIBIT B PAYMENT AND DELIVERABLE SCHEDULE**; revise **ARTICLE 19 - PROGRAMATIC REQUIREMENTS** and add new **ARTICLE 32 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN**.

NOW, THEREFORE, the above named parties hereby mutually agree that the Agreement entered into on August 18, 2023, is hereby amended as follows:

- I. The foregoing recitals are true and correct and are expressly incorporated herein by reference and made part of the parties' Agreement.
- II. The first paragraph of **ARTICLE 5- PAYMENTS TO RYAN WHITE HIV/AIDS PROGRAM FUNDED AGENCY** shall be replaced in its entirety with the following:

The total amount to be paid by the COUNTY under this Interlocal Agreement for all services and materials shall not exceed a total Agreement amount of **FIFTY TWO THOUSAND DOLLARS AND ZERO CENTS (\$52,000.00), OF WHICH TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) IS BUDGETED IN GRANT YEAR 2023, AND TWO THOUSAND, DOLLARS AND ZERO CENTS (\$2,000.00) IS BUDGETED IN GRANT YEAR 2024, WITH AN ANTICIPATED ALLOCATION OF TWENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$25,000.00) IN GRANT YEAR 2025.**

- III. **EXHIBIT B1- PAYMENT AND DELIVERABLE SCHEDULE** attached hereto and incorporated herein by reference shall replace **EXHIBIT B – PAYMENT AND DELIVERABLE SCHEDULE** to the Agreement in its entirety.

- IV. New paragraph 3 is added to **ARTICLE 19 - PROGRAMMATIC REQUIREMENTS** to read as follows:

ARTICLE 19 - PROGRAMMATIC REQUIREMENTS

3. AGENCY will be responsible for establishing and maintaining a policy concerning formal cyber security training for all employees that serve Palm Beach County to ensure that the security and confidentiality of data and information systems are protected. The policy and training will be in place within ninety (90) days of the execution of this Agreement, and will include, at a minimum:
- A testing component that will test annually for all employees that serve Palm Beach County, regardless of funding source for their position; and
 - A tracking component so that AGENCY or the County can verify employee compliance. AGENCY will furnish an Attestation Statement within ninety (90) days of execution of this Agreement verifying that a cyber-security training is in place for all employees that serve Palm Beach County

- V. New **ARTICLE 32 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN** is added to the Agreement to read as follows:

ARTICLE 32 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, the AGENCY certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

- VIII. All other provisions of the Agreement not modified in this First Amendment remain in full force and effect.

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment on behalf of the COUNTY and AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Joseph Abruzzo, Clerk of the Circuit Court &
Comptroller
Palm Beach County


PALM BEACH COUNTY, FLORIDA,
A Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Maria G. Marino, Mayor

AGENCY:
The Florida International University Board of Trustees

DocuSigned by:
BY: Ana Villafana
~~Authorized Signature~~
Sr. Director, Award Services
AGENCY'S Signatory Name Typed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Assistant County Attorney Initial
HCH

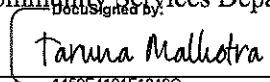
APPROVED AS TO TERMS AND CONDITIONS
Community Services Department

Department Director

EXHIBIT B 1
Payment and Deliverable Schedule:

Task #	Year 1 Tasks	Timeframe	Cost Per Deliverable
1	Preparing, training and submitting IRB approval of FIU staff pertaining to required tasks <ul style="list-style-type: none">RW ProgramPE Database systemsIRB Approval	March-April 2023	\$1,000
2	Meeting with Program Staff to review current RW cost reimbursement model and requesting data for the assessment: <ul style="list-style-type: none">Review existing RW data and determine data extraction strategiesReview external data on Medicaid/Medicare ratesDetermine and reach agreement on measures to be examined (service categories, type of costs, and possibly health outcomes)Determine and request cost data necessary for the assessmentObtain data dictionary from Provide	May-June 2023	\$5,000
3	Data extraction and preparation: <ul style="list-style-type: none">Work with Ryan White staff to extract necessary variablesWork with Ryan White staff to de-identify protected informationData quality control and cleaning	July-September 2023	\$5,000
4	Analyzing data: <ul style="list-style-type: none">Assessment of current cost reimbursement model to identify over or under payment of service categories with Medicaid/Medicare rates obtained from CMS, and calculate costs related to health outcome indicators from the RW program. This will be simulation by splitting data into quantity and prices, what would be the cost if different payment system/rates were selected. Literature review: <ul style="list-style-type: none">Research other cost reimbursement models and evidence for improved health outcomes (i.e. performance-based models, fee-for-service models, etc.).Meetings with programs having implemented P4P Report: <ul style="list-style-type: none">Compile summary of resultsPresent and discuss preliminary findings to RW Program staff and sub-recipientsUpdate report with information learned from meetings with programs having implemented P4P	October 2023-February 2024	\$14,000
Contract Amount for Year 1			\$25,000

EXHIBIT B1

Task #	Year 2 Tasks	Timeframe	Cost Per Deliverable
1	Preparing, training and submitting IRB approval of FIU staff pertaining to required tasks <ul style="list-style-type: none">RW ProgramPE Database systemsIRB Approval – Seeking Exemption	August – October 2024	\$2,000
Contract Amount for Year 2			\$2,000

Task #	Year 3 Tasks	Timeframe	Cost Per Deliverable
1	Rate table comparison between Medicaid and Medicare by CPT codes for Florida <ul style="list-style-type: none">Publicly available data (most recent)	March- April 2025	\$2,000
2	Meeting with Program Staff to review current RW cost reimbursement model and requesting data for the assessment: <ul style="list-style-type: none">Review existing RW data and determine data extraction strategiesDetermine and reach agreement on measures to be examined (service categories, type of costs, and possibly health outcomes)Determine and request cost data necessary for the assessmentObtain data dictionary from Provide	April 2025	\$2,000
3	Data extraction and preparation for data from GY 2024 (March 1, 2024 – February 28, 2025): <ul style="list-style-type: none">Work with Ryan White staff to extract necessary variablesWork with Ryan White staff to de-identify protected informationData quality control and cleaning	May 2025	\$3,000
4	Analyzing data: <ul style="list-style-type: none">Assessment of current cost reimbursement model to identify over or under payment of service categories with Medicaid/Medicare rates obtained from CMS, and calculate costs related to health outcome indicators from the RW program. This will be simulation by splitting data into quantity and prices, what would be the cost if different payment system/rates were selected.Analysis of health insurance vs. our fee for service model using GY 2024 Report: <ul style="list-style-type: none">Compile summary of results and provide written reportPresent and discuss findings to RW Program staff and sub-recipients	June 2024 - August 2025	\$8,000

EXHIBIT B1

5	<p>Application/Simulation of other cost reimbursement models and model recommendation for improved outcomes in Ryan White</p> <p>Examples of questions: Are there reasonable caps and limitations placed on the reimbursements that could incentivize quality of service in Ryan White? Would those who have more visits have better outcomes in Ryan White? Would having 30 minute session or 60 minute sessions translate to different outcomes in Ryan White? Which reimbursement models would translate to better quality or better outcomes in Ryan White? Is it cost-effective with more recent data to provide health insurance data vs. fee for service data?</p> <p>Report:</p> <ul style="list-style-type: none">• Compile summary of results and recommendations based on analysis and provide written report• Present and discuss findings to RW Program staff and sub-recipients	September 2025-February 2026	\$10,000
Contract Amount for Year 3			\$25,000

CONTRACT OVERVIEW BY YEAR	Amount
Contract Amount for Year 1 (Cost Reimbursements with CPT Codes for first 6 months in GY 2023 and Literature Review of Performance-based Models)	\$25,000
Contract Amount for Year 2 (IRB Exemption/Approval)	\$2,000
Contract Amount for Year 3 (Compare Medicaid/Medicare January 2025 Rates & Cost Reimbursements with CPT Codes for GY 2024 & Application/Simulation of Other Cost Reimbursement Models and Model Recommendation for Improved Outcomes in Ryan White)	\$25,000
Total Contract Amount	\$52,000

Goals and Outcomes:

<p>YEAR 1 GOAL</p> <p>Assess current cost reimbursement model and identify over or under payment of service categories with Medicaid/Medicare rates first 6 months in GY 2023</p> <p>Research other cost reimbursement models and evidence for improved health outcomes (i.e. performance-based models, fee-for-service models, etc.).</p> <p>Examples of questions:</p> <p>Are there reasonable caps and limitations placed on the reimbursements that incentivizes quality of service? Do individuals with more medical visits, case management visits have better outcomes? Does having a 30 minute session or 60 minute sessions translate to different outcomes? Are there quality reimbursement models that translates to better quality or better outcomes?</p>

EXHIBIT B 1

HOW YEAR 1 GOAL WILL BE ACHIEVED
FIU staff will assess cost reimbursement documented in the RW data system vs. Medicaid/Medicare rates. Results will be shared with the collaborative.
FIU staff will research other cost reimbursement models that have demonstrated improved health outcomes. Results will be shared with the collaborative.

YEAR 2 GOAL
Obtain IRB approval/exemption for Year 3 activities
HOW YEAR 2 GOAL WILL BE ACHIEVED
Receive the IRB approval/exemption for Year 3 activities

YEAR 3 GOAL
Assess which CPT codes reimbursement amounts are different between Medicaid and Medicare rates (most recent data)
Assess current cost reimbursement model and identify over or under payment of service categories with Medicaid/Medicare rates last 6 months in GY 2024
Application/Simulation of other cost reimbursement models and model recommendation for improved outcomes in Ryan White.
Examples of questions: Are there reasonable caps and limitations placed on the reimbursements that could incentivize quality of service in Ryan White? Would those who have more visits have better outcomes in Ryan White? Would having 30-minute sessions or 60-minute sessions translate to different outcomes in Ryan White? Which reimbursement models would translate to better quality or better outcomes in Ryan White?
HOW YEAR 3 GOAL WILL BE ACHIEVED
Compare Medicaid with Medicare rates with the most recent data.
FIU staff will assess cost reimbursement documented in the RW data system vs. Medicaid/Medicare rates. Results will be shared with the collaborative.
FIU staff will simulate other cost reimbursement models that have demonstrated improved health outcomes with the Ryan White data. Results will be shared with the collaborative.