

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: 12/20/2022

Consent

Regular

Workshop

Public Hearing

Department: County Attorney

Submitted For: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: First Amendment to Contract for Professional Legal Services with LaBovick & LaBovick, P.A., dba LaBovick Law Group, for legal services relating to personal injury protection (PIP) insurance claims for Fire Rescue emergency transport services. This First Amendment renews the Contract for the period from April 1, 2023 through March 31, 2024, with one (1) remaining one-year renewal option. No payment shall be made by County; however the law firm shall retain interest, penalties, postage and/or attorney's fees and costs paid by insurers in related PIP demands or litigation.

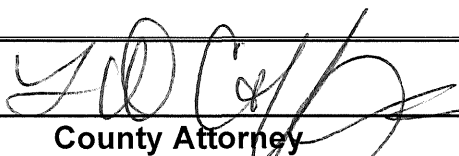
Summary: On April 2, 2019, pursuant to a Request for Proposals, the County entered into a contract with LaBovick & LaBovick, P.A. for legal services relating to personal injury protection (PIP) insurance claims for Fire Rescue emergency transports. The original contract term was from April 2, 2019 through March 31, 2023, with two (2) one-year renewal options under the same terms and conditions. This First Amendment exercises the first renewal option to renew the Contract for the period from April 1, 2023 through March 31, 2024, under the same terms and conditions, with one (1) remaining one-year renewal option. The law firm represents the County on an on-going basis in the statutory process to make demand, and where appropriate file suit, against PIP insurers to maximize the recovery of unpaid or underpaid PIP benefits for Fire Rescue auto-related emergency transports. The law firm works directly with Fire Rescue's emergency transport third-party billing vendor to review all PIP insurance claims that were not paid in full. The law firm has legal expertise in PIP and medical billing, and a specialized information technology system, to handle the large volume of PIP claims generated by Fire Rescue's emergency transports. No payments are made by the County to the law firm. However, the law firm retains any attorney's fees and costs paid by insurers as negotiated by the firm or awarded in litigation, as well as interest, penalties and postage paid under the PIP statute, provided the County has received full payment of all PIP benefits due or has duly authorized the settlement or compromise of a PIP claim.

Countywide (SGB)

Background and Justification: Palm Beach County Fire Rescue responds to approximately 8,486 auto-related emergency incidents annually, with approximately 4,077 resulting in ground transport to area hospitals. The County contracts with a billing company to bill for the transport services, including the processing of PIP and medical insurance claims. Since 2015, the County has contracted with a PIP attorney to work with the billing company to enhance recovery of PIP benefits from insurers.

Attachment:

1. First Amendment to Contract for Professional Legal Services
2. History of PIP Legal Services Contract

Recommended by:  12/14/22
County Attorney Date

Approved by: N/A _____
County Administrator Date

II. FISCAL IMPACT ANALYSIS

Five Year Summary of Fiscal Impact

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------------------|-----------|------|------|------|------|
| Capital Expenditures | — | — | — | — | — |
| Operating Costs | — | — | — | — | — |
| External Revenues | — | — | — | — | — |
| Program Income (Co.) | — | — | — | — | — |
| In-Kind Match (County) | — | — | — | — | — |
| NET FISCAL IMPACT | ** | — | — | — | — |

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Proposed Budget? Yes ___ No ___

Does this item include the use of federal funds? Yes ___ No X

Budget Account No.: Fund ___ Dept ___ Unit ___ Object/Rev Source ___

B. Recommended Sources of Funds/Summary of Fiscal Impact:
 **No payment shall be made by County; however the law firm shall retain interest, penalties, postage and/or attorney's fees and costs paid by insurers in related PIP demands or litigation. For FY2022, the firm's efforts resulted in the recovery of \$293,000 to Fire Rescue in PIP auto insurance benefits for emergency transports.

C. Departmental Fiscal Review: [Signature] for SB

III. REVIEW COMMENTS

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

[Signature] 11/24/2022
 OFMB QA 11/28 11/28

[Signature] 12/13/22
 Contract Dev. and Control

B. Legal Sufficiency:

[Signature] 11/28/22 for SB
 Assistant County Attorney

C. Other Department Review:

 Department Director

THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.

**FIRST AMENDMENT TO CONTRACT FOR PROFESSIONAL LEGAL SERVICES
BY AND BETWEEN
PALM BEACH COUNTY AND LABOVICK & LABOVICK, P.A.,
DBA LABOVICK LAW GROUP**

THIS FIRST AMENDMENT is made and entered into on _____, by and between **Palm Beach County**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("COUNTY") and **LaBovick & LaBovick, P.A., dba LaBovick Law Group**, authorized to do business in the State of Florida, ("OUTSIDE COUNSEL"), whose Federal Tax Identification number is 65-0296629.

WHEREAS, on April 2, 2019, the COUNTY and OUTSIDE COUNSEL entered into a Contract for Professional Legal Services (R 2019-0415) ("Contract") to provide legal services, advice and representation to the COUNTY; and

WHEREAS, the term of the Contract was approximately four (4) years through March 31, 2023, with two (2) one-year renewal options under the same terms and conditions; and

WHEREAS, the parties mutually desire to exercise the first one-year renewal option to renew the Contract for the period from April 1, 2023 through March 31, 2024;

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein the parties agree as follows:

1. The facts set forth above in the preamble to this First Amendment are true and correct and hereby incorporated herein.

2. ARTICLE 2. TERM of the Contract is hereby amended to read as follows;

ARTICLE 2. TERM

The term of this Contract is from April 2, 2019 through March 31, 2024, with one (1) remaining one-year renewal option under the same terms and conditions stated herein, unless terminated sooner as provided for herein."

3. ARTICLE 32. E-VERIFY is hereby added to the Contract to read as follows:

“ARTICLE 32. E-VERIFY

OUTSIDE COUNSEL warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of OUTSIDE COUNSEL’s subconsultants performing the duties and obligations of this Contract are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

OUTSIDE COUNSEL shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. OUTSIDE COUNSEL shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

COUNTY shall terminate this Contract if it has a good faith belief that OUTSIDE COUNSEL has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that OUTSIDE COUNSEL’s subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify OUTSIDE COUNSEL to terminate its contract with the subconsultant and OUTSIDE COUNSEL shall immediately terminate its contract with the subconsultant. If COUNTY terminates this Contract pursuant to the above, OUTSIDE COUNSEL shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, OUTSIDE COUNSEL shall also be liable for any additional costs incurred by COUNTY as a result of the termination.”

4. Except as provided herein, each and every other term of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed this First Amendment on the day and year first written above.

ATTEST:

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER

**PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

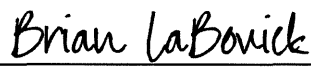
By: 
County Attorney

By: 
County Attorney

OUTSIDE COUNSEL:

**LABOVICK & LABOVICK, P.A.,
DBA LABOVICK LAW GROUP**

WITNESS

DocuSigned by:
By: 
Signature 665588D9B3C446D...

Signature

Brian F. LaBovick
Type or Print Name

Name

President and Managing Shareholder
Title

History of PIP Legal Services Contract

In 2015, pursuant to Board direction, the County Attorney's office issued an RFP for legal counsel services relating to enhancing revenue recovery from personal injury protection (PIP) insurers for Fire Rescue auto related emergency transports. Gordon & Doner, P.A. was selected by the selection committee. The County entered into a three year contract with the firm commencing April 1, 2015. The contract was renewed for one additional year and expired on March 31, 2019. Over four year contract, Gordon & Doner's efforts resulted in approximately \$90,000 in PIP revenue recovery to the County. No payments were made by the County to the firm; however, the law firm was entitled to retain any attorney's fees and costs.

In 2019, the County Attorney's Office issued another RFP for legal counsel services relating to enhancing revenue recovery from PIP insurers for Fire Rescue auto related emergency transports. Only one proposal, from LaBovick Law Group, was received. LaBovick was selected by the selection committee. The County entered into a contract with LaBovick Law Group for a term from April 2, 2019 through March 31, 2023, with two one-year renewal options. The proposed First Amendment would extend the contract through March 31, 2024, with one remaining one-year renewal option.

LaBovick Law Group works directly with Fire Rescue's emergency transport third-party billing vendor to review hundreds of PIP insurance claims each month. The law firm represents the County on an on-going basis in the statutory process to make demand, and where appropriate file suit, against PIP insurers to maximize the recovery of unpaid or underpaid PIP benefits for Fire Rescue auto-related emergency transports. The County does not make any payments to the law firm. However, the law firm retains any attorney's fees and costs paid by insurers as negotiated by the firm or awarded in litigation, as well as any interest, penalties and postage paid under the PIP statute, provided the County has received full payment of all PIP benefits due. From April 2, 2019 through November 30, 2022, LaBovick Law Group's efforts resulted in approximately \$844,538 in PIP revenue recovery to the County.