

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 02/06/2024

Consent

Regular

Workshop

Public Hearing

Department: County Attorney
Submitted For: Fire Rescue

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Second Amendment to Contract for Professional Legal Services (Contract) 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 Second Amendment renews the Contract for the period from April 1, 2024 through March 31, 2025, with no remaining renewal options. 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 the 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. The First Amendment dated December 20, 2022, exercised 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. This Second Amendment exercises the second renewal option to renew the Contract for the period from April 1, 2024 through March 31, 2025, under the same terms and conditions, with no remaining renewal options. 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 (SB)**

Background and Justification: In Fiscal Year 2023, approximately 4661 Palm Beach County Fire Rescue responses to auto-related emergency incidents resulted 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.

Attachments:

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

Recommended by: _____


County Attorney

Date

Approved by: _____

N/A

County Administrator

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	**	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No ___

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

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

Budget Account No.: Fund 1300 Dept 440 Unit 4210 Rev Source 4260

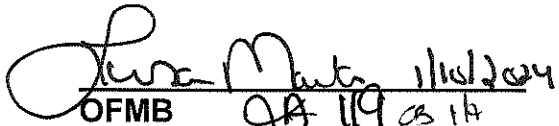
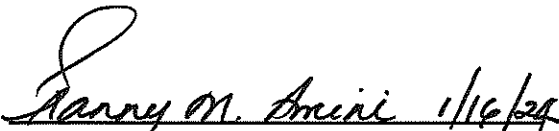
B. Recommended Sources of Funds/Summary of Fiscal Impact:

**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 FY 2023, the firm's efforts resulted in the recovery of approximately \$115,000 to Fire Rescue in PIP auto insurance benefits for emergency transports.

C. Departmental Fiscal Review: 

III. REVIEW COMMENTS

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

<p><u></u> OFMB <u>GA 119</u> <u>CS 1A</u> <u>V.S. 119</u> 1/15/24</p>	<p><u></u> Contract Development and Control 1/16/24</p>
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B. Legal Sufficiency:


 Assistant County Attorney
 1/5/24

C. Other Department Review:


 Department Director

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

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

THIS SECOND AMENDMENT TO CONTRACT FOR PROFESSIONAL LEGAL SERVICES is made and entered into on February 16, 2024, 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, on December 20, 2022, the parties entered the First Amendment to the Contract, which exercised the first one-year renewal option and renewed the Contract for the period from April 1, 2023 through March 31, 2024; and

WHEREAS, the parties mutually desire to exercise the second and final one-year renewal option to renew the Contract for the period from April 1, 2024 through March 31, 2025.

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

1. The facts set forth above are true and correct, and are 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, 2025, with no remaining renewal options, unless terminated sooner as provided for herein."

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

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers 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**

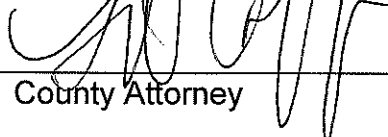
By: _____
Deputy Clerk

By: _____
Maria Sachs, 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**

By:  _____
Signature

Brian F. LaBovick
Type or Print 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 the 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 First Amendment dated December 20, 2022, exercised the first renewal option and extended the contract through March 31, 2024, with one remaining one-year renewal option. The proposed Second Amendment would exercise the second and final renewal option and extend the contract through March 31, 2025.

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, 2023, LaBovick Law Group's efforts have resulted in approximately \$1,089,00 in PIP revenue recovery to the County.