



**Robert P. Astorino**  
County Executive

Department of Social Services

Kevin M. McGuire  
Commissioner

**60039**

DATE: November 21, 2017

TO: Board of Acquisition and Contract

FROM: Kevin M. McGuire  
Commissioner, Department of Social Services

SUBJECT: Authority to exercise the County's second of six (6) one-year options under its agreement with Czerenda's Court Reporting Service, Inc. d/b/a Reporters Transcription Center, pursuant to which it was to provide specialized transcription services and related services.

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By a resolution approved on January 21, 2016, your Honorable Board authorized the County of Westchester (the "County") to enter into an agreement with Czerenda's Court Reporting Service, Inc. d/b/a Reporters Transcription Center ("RTC"), pursuant to which RTC was to provide specialized transcription services and related services (the "Services"), for an amount not-to-exceed \$76,000, payable pursuant to an approved budget, for the period from February 1, 2016 through January 31, 2017 (the "Initial Term"), with the County having the sole option to renew the agreement for up to six (6) one-year terms thereafter (each an "Option Term"), with the approved budget specifying the same unit price for each such Option Term as for the Initial Term (the "Original Agreement"). The Original Agreement was subsequently executed.

By a resolution approved on March 16, 2017, as amended by a resolution approved on April 20, 2017, your Honorable Board authorized the County to exercise its first of six (6) one-year options under the Original Agreement and therefore amend the Original Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of January 31, 2018; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$152,000.00, to ensure that adequate funds are available to pay for all of the services provided during the extended term of the Original Agreement; and 3.) reflecting the fact that the County will have five (5) one (1) year options remaining under the Original Agreement (the "First Amendment"). The First Amendment was subsequently executed.

The County continues to require the Services. Therefore, DSS reviewed and analyzed the price in the Original Agreement, as amended by the First Amendment, (the "Agreement") for the second Option Term in order to ensure that it is reasonable.

As part of that analysis, DSS inquired with RTC regarding its current pricing. RTC advised that, rather than charge per case note, as they do under the Agreement, RTC now usually charges per line of transcribed text, at a rate of between 13 and 14 cents per line. With approximately 58 lines of text per page, on average, that works out to \$7.54 to \$8.12 per page. However, under the Agreement, the County is paying a flat rate of \$4.99 per case note, which is typically one or two pages. Accordingly, the pricing for the second Option Term under the Agreement appears very favorable compared to RTC's current pricing.

In addition, DSS investigated the marketplace and found that a number of transcription services charge either per minute of transcription or per line of transcribed text, rather than per-case note or per-word transcribed.

DSS found per-minute pricing offers of between \$1.50 and \$3.00 for transcription services meeting DSS's requirements. These rates include any pauses in talking or pauses to gather one's thoughts while the verbal recording is running. DSS also found that factors such as poor audio, non-clear-speakers, hard-to-understand accents, frequent use of technical and/or esoteric terms and names increases the rate in the marketplace, typically in increments of 30 cents per minute per factor. The potential per-minute cost for the transcription services can be analyzed in two ways:

- 1.) One can analyze this based upon the minutes it takes to transcribe each page of a case note, given the words on each page and the effective transcription typing speed. Even without any of the aforementioned extra-cost factors, with approximately 300 words on a single page, on average, if a person can transcribe at an effective speed of 70 words per minute (with re-playing of certain passages, etc.), that works out to between \$6.43 and \$12.86 per page, given a pricing range of \$1.50 to \$3.00 per minute.
- 2.) One can also analyze this based upon the minutes used in the verbal recording, given the speaking speed used in it, for each case note to be transcribed. If a person speaks approximately 10 to 12 lines per minute, with an average of 58 lines per page, that works out to between \$7.25 and \$17.40 per page, given a pricing range of \$1.50 to \$3.00 per minute.

DSS also found per-line pricing offers of between 14 cents and 17 cents for transcription services meeting DSS's requirements. With an average of approximately 58 lines per page, that works out to between \$8.12 and \$9.86 per page.

Again, under the Agreement, the County is paying a flat rate of \$4.99 per case note, which is typically one or two pages. Therefore, the pricing for the second Option Term under the Agreement appears favorable compared to the per-minute and per-line pricing DSS found in the marketplace.

Taking all of the foregoing into consideration, DSS's analysis has found that the price specified in the Agreement for the second Option Term is reasonable.

Accordingly, the County respectfully requests authority from your Honorable Board to exercise its second of six (6) one-year options under the Agreement and therefore amend the Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of January 31, 2019; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$228,000.00, to ensure that adequate funds are available to pay for all of the services provided during the extended term of the Agreement; and 3.) reflecting the fact that the County will have four (4) one (1) year options remaining under the Agreement (the "Second Amendment").

Except as specifically described above, all terms and conditions of the Agreement shall remain in full force and effect.

The proposed Second Amendment will serve a public purpose by providing the County with the Services for an additional year, which will enable the County's caseworkers to continue to most easily and efficiently have their case notes transcribed and made available for use by the County.

The goal and objective of the proposed Second Amendment is to provide the County with the Services for an additional year, which will enable the County's caseworkers to continue to most easily and efficiently have their case notes transcribed and made available for use by the County.

The goal and objective of the proposed Second Amendment is in the best interests of the County in terms of health and safety, as enabling the County's caseworkers to continue to most easily and efficiently have their case notes transcribed and made available for use by the County will ultimately ensure that the County has the information it needs to take appropriate action based on its caseworkers' observations.

The goals and objectives of the proposed Second Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached Resolution.

KMM/PS/bdm/nn

## RESOLUTION

Upon a communication from the Commissioner of Social Services, be it hereby

**RESOLVED**, that the County of Westchester (the "County") is hereby authorized to exercise its second of six (6) one-year options under its agreement with Czerenda's Court Reporting Service, Inc. d/b/a Reporters Transcription Center ("RTC"), pursuant to which RTC was to provide specialized transcription services and related services (the "Services"), for an amount not-to-exceed \$152,000, payable pursuant to an approved budget, for the period from February 1, 2016 through January 31, 2018, with the County having the sole option to renew the agreement for up to five (5) additional one-year terms thereafter (each an "Option Term"), with the approved budget specifying the same unit price for each such Option Term as for the initial term of the agreement, (the "Agreement") and therefore amend the Agreement by, 1.) extending the term thereof by one (1) year, to a new termination date of January 31, 2019; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$228,000.00, to ensure that adequate funds are available to pay for all of the services provided during the extended term of the Agreement; and 3.) reflecting the fact that the County will have four (4) one (1) year options remaining under the Agreement; and be it further

**RESOLVED**, that except as specifically amended hereby, all terms and conditions of the Agreement shall remain in full force and effect; and be it further

**RESOLVED**, that the County Executive or his duly authorized designee is hereby authorized to execute any documents and take any actions reasonably necessary and appropriate to effectuate the purposes of this Resolution.

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Account to be  
Charged/Credited

	Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
2018	101	22	0010	4420	-----	\$69,667
2019	101	22	0010	4420	-----	\$6,333

Budget Funding Year(s): 2018-19      Start Date: 02/01/18      End Date: 01/31/19  
(must match resolution)

Funding Source      Tax Dollars: 42%  
                                  State Aid: 23%  
\$76,000                Federal Aid: 35%  
 (must match resolution)      Other:

APPROVED BOARD OF ACQUISITION & CONTRACT - 12/28/2017 - LISA MARIJAJ, SECRETARY