



George Latimer
County Executive

Department of Social Services

John Befus
Acting Commissioner

[82426]

DATE: January 21, 2021

TO: Board of Acquisition and Contract

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

SUBJECT: Authority to exercise the County's fifth 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.

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 \$76,000.00, 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 would be 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 would have five (5) additional one (1) year options remaining under the Original Agreement (the "First Amendment"). The First Amendment was subsequently executed.

By a resolution approved on December 28, 2017, your Honorable Board authorized the County to exercise its second of six (6) one-year options under the Original Agreement, as amended by the First Amendment, and therefore amend the Original Agreement, as amended, 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 would be available to pay for all of the services provided during the extended term of the Original Agreement, as amended; and 3.) reflecting the fact that the County would have four (4) additional one (1) year options remaining under the Original Agreement, as amended (the "Second Amendment"). The Second Amendment was subsequently executed.

By a resolution approved on January 31, 2019, your Honorable Board authorized the County to exercise its third of six (6) one-year options under the Original Agreement, as amended by the First Amendment and the Second Amendment, and therefore amend the Original Agreement, as amended, by, 1.) extending the term thereof by one (1) year, to a new termination date of January 31, 2020; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$304,000.00, to ensure that adequate funds would be available to pay for all of the services provided during the extended term of the Original Agreement, as amended; and 3.) reflecting the fact that the County would have three (3) additional one (1) year options remaining under the Original Agreement, as amended (the "Third Amendment"). The Third Amendment was subsequently executed.

By a resolution approved on December 19, 2019, your Honorable Board authorized the County to exercise its fourth of six (6) one-year options under the Original Agreement, as amended by the First Amendment, the Second Amendment, and the Third Amendment, and therefore amend the Original Agreement, as amended, by, 1.) extending the term thereof by one (1) year, to a new termination date of January 31, 2021; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$380,000.00, to ensure that adequate funds would be available to pay for all of the services provided during the extended term of the Original Agreement, as amended; and 3.) reflecting the fact that the County would have two (2) additional one (1) year options remaining under the Original Agreement, as amended (the "Fourth Amendment"). The Fourth 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 Second Amendment, the Third Amendment, and the Fourth Amendment, (the "Agreement") for the fifth Option Term in order to ensure that it is reasonable.

For that analysis, 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 \$2.45 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 \$10.50 per page, given a pricing range of \$1.50 to \$2.45 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 \$14.21 per page, given a pricing range of \$1.50 to \$2.45 per minute.

DSS also found per-line pricing offers of between 12 cents and 20 cents for transcription services meeting DSS's requirements. With an average of approximately 58 lines per page, that works out to between \$6.96 and \$11.60 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, but sometimes go beyond two pages. Therefore, the pricing for the fifth 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 fifth Option Term is reasonable.

Accordingly, the County respectfully requests authority from your Honorable Board to exercise its fifth 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, 2022; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$456,000.00, 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 one (1) additional one (1) year option remaining under the Agreement (the "Fifth Amendment").

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

The proposed Fifth 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 Fifth 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 Fifth 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 Fifth Amendment will be tracked and monitored by the staff of DSS.

I respectfully recommend the adoption of the attached resolution.

KMM/BG/bdm/nn

APPROVED BOARD OF ACQUISITION & CONTRACT - 02/20/2021 - USM/PLAJ, SECRETARY

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 fifth 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 \$380,000.00, payable pursuant to an approved budget, for the period from February 1, 2016 through January 31, 2022, with the County having the sole option to renew the agreement for up to two (2) 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, 2022; 2.) increasing the not-to-exceed amount thereof by \$76,000.00, to a new total not-to-exceed amount of \$456,000.00, 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 one (1) additional one (1) year option remaining under the Agreement; and be it further

RESOLVED, that except as specifically hereby authorized to be amended, 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.

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
101	22	0010	4420	—	\$76,000

Budget Funding Year(s): 2021-2022 Start Date: 02/01/21 End Date: 01/31/22
(must match resolution)

Funding Source	Tax Dollars:	<u>32%</u>
<u>\$76,000.00</u>	State Aid:	<u>26%</u>
(must match resolution)	Federal Aid:	<u>42%</u>
	Other:	<u> </u>

APPROVED BOARD OF ACQUISITION & CONTRACT 02/25/2021 - LISA MARIJAJ SECRETARY