



Memorandum
Office of the County Attorney

112158

DATE: October 9, 2025

TO: Honorable Board of Acquisition and Contract

FROM: John M. Nonna
County Attorney

SUBJECT: Resolution authorizing the County of Westchester to further amend an agreement with Cos Cob Health, PLLC, pursuant to which Cos Cob Health, PLLC, through its principal Dr. Ziv Ezra Cohen, M.D., agreed to serve as a consultant and expert witness on behalf of the County, the County Attorney, and an Assistant Chief Deputy County Attorney in connection with the civil matter *Chevor Pompey v. County of Westchester et al.*, in order to: i) retroactively extend the term thereof from September 12, 2025 through September 12, 2026; and ii) increase the not-to-exceed amount authorized thereunder from \$85,000.00 to \$150,000.00.

On or about September 18, 2024, the County of Westchester ("County") entered into a "short-form" contract with Cos Cob Health, PLLC, through its principal Dr. Ziv Ezra Cohen, M.D. (the "Consultant"), pursuant to which the Consultant agreed to serve as a consultant and expert witness on behalf of the County, the County Attorney, and an Assistant Chief Deputy County Attorney, in connection with the civil matter *Chevor Pompey v. County of Westchester et al.*, (the "Case"), for a term commencing on September 13, 2024 and continuing through September 12, 2025, for an amount not-to-exceed \$35,000.00, payable at the rate of \$850.00 per hour (the "Agreement").

Thereafter, by resolution approved on January 16, 2025, your Honorable Board authorized the County to amend the Agreement in order to increase the not-to-exceed thereunder by an additional \$50,000.00, from an amount not-to-exceed \$35,000.00 to a new total aggregate not-to-exceed amount of \$85,000.00 (the "First Amendment"). The First Amendment was subsequently executed.

By way of background, the Plaintiff in the Case, a former Assistant County Attorney in the Family Court Bureau, has sued the County and two upper management level attorneys in the County Attorney's Office claiming that he was discriminated against on the basis of his race and gender by not being promoted, and retaliated against when he complained of the discrimination. The Consultant was retained to, *inter alia*, review Plaintiff's medical records, depositions and other relevant documents in order to determine whether Plaintiff suffered any emotional pain and suffering, as was alleged in the complaint (the "Services").

The Agreement expired on September 12, 2025, however, since the Case is still ongoing, the County continues to need the Services provided by the Consultant. Additionally, it was recently determined that the balance remaining under this Agreement is insufficient to pay the Consultant for Services rendered going forward. As such, it will be necessary to increase the not-to-exceed amount by an additional \$65,000.00.

Accordingly, authority is respectfully requested to further amend the Agreement with the Consultant for the provision of the Services in connection with the Case, in order to: i) retroactively extend the term thereof from September 12, 2025 through September 12, 2026; and ii) increase the not-to-exceed amount authorized thereunder by an additional \$65,000.00, from an amount not-to-exceed \$85,000.00, to an amount not-to-exceed \$150,000.00.

Except as otherwise specifically amended hereby, all other terms and conditions of the Agreement will remain in full force and effect.

This Agreement is exempt from the requirements of the Westchester County Procurement Policy pursuant to section 3(a) vii thereof, which exempts "contracts for the services of expert witnesses for use in, or in anticipation of, an adjudicatory proceeding or litigation."

The goals and objectives of this Agreement are to retain an expert who is knowledgeable in the area of forensic psychiatry to assist the County in defending itself in connection with the Case. The goals and objectives are in the best interests of the County in terms of fiscal responsibility because without the Consultant's expertise, the County would not be able to effectively contest plaintiff's allegations. The performance of this Agreement will be tracked and monitored by the in-house attorney assigned to monitor this matter.

Accordingly, your favorable action on the annexed Resolution is most respectfully urged and recommended.

JMN/sjc/nn
Attachment

RESOLUTION

Upon a communication from the County Attorney, be it hereby:

RESOLVED, that the County of Westchester (“County”) is hereby authorized to further amend an agreement with Cos Cob Health, PLLC, through its principal Dr. Ziv Ezra Cohen, M.D. (the “Consultant”), pursuant to which the Consultant agreed to serve as a consultant and expert witness on behalf of the County, the County Attorney, and an Assistant Chief Deputy County Attorney, in connection with the civil matter *Chevor Pompey v. County of Westchester et al.* (the “Case”), for a term commencing on September 13, 2024 and continuing through September 12, 2025, for an amount not-to-exceed \$85,000.00, payable at the rate of \$850.00 per hour (the “Agreement”), in order to: i) retroactively extend the term thereof from September 12, 2025 through September 12, 2026; and ii) increase the not-to-exceed amount authorized thereunder by an additional \$65,000.00, from an amount not-to-exceed \$85,000.00 to an amount not-to-exceed \$150,000.00; and be it further

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

RESOLVED, that the County Attorney or his duly authorized designee is hereby authorized to execute and deliver any and all documents and to take all action necessary and appropriate to effectuate the purposes hereof.

Original Agreement: \$35,000.00
First Amendment: \$50,000.00
This Amendment: \$65,000.00
Total: \$150,000.00

Account to be
Charged/Credited

Fund	Dept	Major Program, Program & Phase Or Unit	Object/ Sub-Object	Trust Account	Dollars
615	59	0703	4750/4420		\$65,000.00

Budget Funding Year(s): 2023 Start Date: September 13, 2024 End Date: September 12, 2026

Funding Source Tax Dollars: \$ \$65,000.00
State Aid: _____
\$65,000.00 Federal Aid: _____
(must match resolution) Other: _____