

110218

Date: January 3, 2025

To: The Honorable Board of Acquisition and Contract

From: John M. Nonna
County Attorney

Re: Authority to amend a “short form” contract 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 increase the not-to-exceed amount authorized thereunder from \$35,000.00 to \$85,000.00.

On or about September 18, 2024, the 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”).

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.

Pursuant to the terms of the Agreement, Consultant was retained, *inter alia*, to 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”).

Due to the voluminous number of records the Consultant was asked to review, it was necessary for him to expend far more hours than originally anticipated to complete the Services. Consequently, the Consultant has submitted an invoice in the amount of \$84,447.50, which exceeds the amount authorized under the Agreement by almost \$50,000.00. In order to be able to pay Consultant’s invoice, it will be necessary to increase the not-to-exceed amount by an additional \$50,000.00.

As your Honorable Board is aware, amendments to short-form contracts which result in increases which exceed the \$35,000 threshold for short-form contracts and/or term extensions beyond the one (1) year threshold, must first be approved by your Honorable Board. Since the

amount of the Agreement will now exceed the \$35,000.00 threshold, the authority of your Honorable Board is required. Accordingly, authority is respectfully requested to amend the Agreement with the Consultant for the provision of Services in connection with the Case, in order to increase the not-to-exceed amount by an additional \$50,000.00, from an amount not-to-exceed \$35,000.00, to an amount not-to-exceed \$85,000.00, in order to be able to compensate the Consultant for Services rendered.

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/JPG/nn
Attachment

APPROVED BOARD OF ACQUISITION & CONTRACT - 01/15/2025 - PAJMN/SULKY/SECRETARY

RESOLUTION

Upon a communication from the County Attorney, be it hereby

RESOLVED, that the County of Westchester is hereby authorized to amend a “short form” 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 \$35,000.00, payable at the rate of \$850.00 per hour (the “Agreement”), in order to increase the not-to-exceed amount authorized thereunder by an additional \$50,000.00, from an amount not-to-exceed \$35,000.00, to a new amount not-to-exceed \$85,000.00, in order to be able to compensate the Consultant for all services rendered; 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 appointed designee be, and hereby is, authorized to take such action and execute such documents as may be necessary and proper to effect the purposes hereof.

Original Agreement: \$35,000.00
 This Amendment: \$50,000.00
 Total: \$85,000.00

Account to be Charged/Credited

| Fund | Dept | Major Program, Program & Phase Or Unit | Object/ Sub-Object | Trust Account | Dollars |
|------|------|--|--------------------|---------------|-------------|
| 615 | 59 | 0703/4750 | 4420 | | \$50,000.00 |
| | | | | | |
| | | | | | |

Budget Funding Year(s) 2023 Start Date September 13, 2024 End Date September 12, 2025
 (must match resolution)

Funding Source Tax Dollars \$50,000.00

State Aid _____

\$50,000.00 Federal Aid _____

(must match resolution)

Other 6N