

**CONTRACT**  
**FOR SERVICES UNDER \$50,000**

\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\*

This Contract for Hearing Officer services is entered into by and between James G Ryan herein referred to as “Contractor”), and the City of Columbus, Department of Public Health (herein referred to as “City”).

**WITNESSETH**

WHEREAS, the City has a need for Hearing Officer Services; and

WHEREAS, the Contractor has the necessary experience and expertise to provide said service; and

NOW, THEREFORE, in consideration of the mutual promises as hereinafter set forth, the parties agree as follows:

**ENTIRE AGREEMENT**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

**1. Contract Term**

The term of this Contract shall be from March 1, 2024 to February 28, 2025 subject to annual approval and authorization. This contract shall not automatically renew and is subject to annual appropriation approved by City Council.

**2. Maximum Obligation**

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed \$4,050.00 unless additional funds are appropriated and authorized.

**3. Pricing and Scope of Services**

The Contractor agrees to perform and invoice the Scope of Services as set forth **ON ATTACHED EXHIBIT A\*** and as contained in the bid specifications, which are expressly incorporated herein.

\*Contract is NOT valid if the Scope of Services is NOT attached.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor’s invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor.

**4. Equal Opportunity Clause**

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract.

**5. Taxes**

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

6. **City's Contract Administrator/Contract Administration**

John Richter will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Contractor's performance under this Contract.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

City: John Richter  
Columbus Public Health  
240 Parsons Avenue  
Columbus, Ohio 43215

Contractor: James Ryan  
Attorney at Law  
237 East College Avenue  
Westerville, Ohio 43081

7. **Contractor as an Independent Contractor**

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither Contractor nor its employees shall be considered "public employees" for purposes of OPERS membership. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Contractor or persons employed by the Contractor for work performed under the terms of this Agreement and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit D, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT WWW.OPERS.ORG

8. **Applicable Law, Remedies**

This Agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Code and Charter; specifically including, but not limited to Charter Sections 159 and 161. All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

9. **Payment/Invoice Submittal**

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

**Invoices:** All invoices shall be submitted to the address listed on the Purchase Order.

**10. Modifications**

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

**11. Contract Termination**

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party (the “responsible party”) written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party. The option to terminate shall be at the sole discretion of the aggrieved party.

When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing seven (7) calendar days written notice to the Contractor prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

**12. Nonexclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

**13. Survivorship**

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

**14. Save Harmless/Indemnification**

Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys’ fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors. The City will not indemnify the contractor and is prohibited from doing so.

**15. Severability**

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

**16. Assignment**

This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.

17. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

18. **Worker's Compensation**

The Contractor shall comply with all Workers' Compensation laws of the State of Ohio. **Proof of coverage shall be attached to this Contract AS EXHIBIT B.**

19. **Insurance**

Contractor shall carry at least the minimum amounts listed below of Commercial Liability Insurance (Bodily Injury and Property Damage) naming the City as an additional insured. **Contractor must attach a copy of the Certificate of Insurance to this Contract AS EXHIBIT C:**

**Bodily Injury Liability:**

Each Person           \$500,000  
Each Accident        \$1,000,000

**Property Damage Liability:**

Each Accident        \$500,000  
All Accidents         \$1,000,000

20. **Campaign Contributions**

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that it is in full compliance with Divisions (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

21. **City Income Taxes**

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, Columbus City Codes, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding paragraph 9 hereinabove.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

**EXHIBITS A, B AND C MUST BE ATTACHED HERETO.**

**\*ANY ALTERATIONS OF CONTRACT LANGUAGE WILL RESULT IN REVOCATION OF CITY ATTORNEY APPROVAL.\***

**CITY OF COLUMBUS**

DocuSigned by:  
MWR by Anita Clark 2/12/2024  
5631545F188F46E...  
Signature Date

Mysheika W. Roberts, MD, MPH  
Health Commissioner  
Columbus Public Health

**CONTRACTOR**

[Signature] 2/12/24  
Signature Date

James B. Ryan  
Printed Name and Title

Federal ID Number: 284-62-3586

Please list remit address below:

237 East College Ave  
Wesleyville, Ohio  
43081

**EXHIBIT A**

**SCOPE OF SERVICES AND PRICING**

**SCOPE OF SERVICES:**

- Contractor will preside over hearings on matters relating to business conducted by the Board of Health as prescribed by Ohio Revised Code 3709.20, Ohio Administrative Code 3701-21-26 and Ohio Administrative Code 901:3-4-08 and Columbus City Health Code 209.05.
- Contractor will maintain a valid license to practice law in the State of Ohio, and remain in good standing with the Ohio Supreme Court.
- Contractor will schedule hearings in a timely manner (no less than 10 days from the date of request; no more than 20 days from the date of request; and at least 6 days before the next regularly scheduled Board of Health meeting if possible).
- Contractor will conduct the hearings between the hours of 8 a.m. and 4 p.m. on Monday through Friday, unless the Environmental Health Administrator approves another time in advance. No hearings will be scheduled on designated holidays for the Columbus Public Health.
- All hearings will be conducted at Columbus Public Health or, if requested by the Environmental Health Administrator, hearings will be held remotely online utilizing the WebEx conferencing application.
- Contractor will make audio recordings of hearings with equipment provided by the Board of Health. Such audio recordings shall remain the property of the Board of Health, but Contractor may make use of the recordings to prepare the written recommendations.
- Contractor will make written recommendations for the Board of Health.
- Contractor will deliver the recommendation to the Board of Health within seven (7) business days, and representatives of the Board of Health will deliver such recommendation to the other parties as prescribed in applicable codes. Depending on the complexity of the hearing (i.e., length of testimony, number of exhibits), the Department can allow for more time for delivery of the recommendations to the Board of Health.
- Contractor agrees to perform all services in accordance with the privacy regulations [45 CFR 164.502(e); 164.504 (e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC 1320 – 1320d-8] and the terms of the attached Columbus Public Health Privacy Agreement.

The maximum expenditure permitted is as follows:

- Board of Health shall be charged \$450.00 per hearing, all-inclusive, for each hearing conducted.

**Pricing**

The City agrees to compensate the Contractor an amount not to exceed \$4,050.00 for the provision of the services of a Hearing Officer/Referee for Environmental Health through February 28, 2025.



OFFICE OF MEGAN N. KILGORE,  
CITY AUDITOR

## City of Columbus – Independent Contractor Form

**Important – If the contractor is an OPERS benefit recipient, the contractor should reach out to OPERS BEFORE entering into contract with the City to ensure the contract will not interfere with pension and health benefits!**

This form is required to enter into contract with an individual, Sole Proprietor, or Sole Proprietor LLC. Purchase orders without this form and the OPERS PEDACKN form should not be submitted and should not be approved. Each line below must have a Yes or No marked and the contractor must sign in order for this form to be considered complete.

		Yes	No
1	Contract is signed and complete, includes a Schedule A (Scope of Services)	X	
2	*Bureau of Workers Compensation Certificate is current and attached or on file		X
3	*Required Copy of Proof of Insurance is current and attached		X
4	Is Independent Contractor currently an EMPLOYEE of the City of Columbus?		X
5	The required OPERS PEDACKN – Non Member Acknowledgement form is completed and attached.	X	
6	Does contractor receive OPERS retirement benefits?		X
7	Did contractor retire from the City of Columbus?		X
8	Is the SR-6 completed if either #6 or #7 were marked yes (if no SR6 needed mark NO)		X
9	Contractor is legally eligible to work in the United States	X	

\* Requirement may be waived by Department Director with City Attorney approval, mark no if waived.

I acknowledge that I have read this form and confirm that it and the required documents referenced are accurately completed to the best of my knowledge.

\_\_\_\_\_  
Independent Contractor Signature

2/12/24  
\_\_\_\_\_  
Date:

City Employee/Contract Processor

1. Attach a copy of the Contract, BWC, Insurance, OPERS PEDACKN and this signed form to the Purchase Order in D365.
2. Email the PEDACKN form to [employeroutreach@opers.org](mailto:employeroutreach@opers.org). In the same email carbon copy (CC) central payroll at [central.payroll@columbus.gov](mailto:central.payroll@columbus.gov).
3. Email the SR-6 form to Central Payroll only at [central.payroll@columbus.gov](mailto:central.payroll@columbus.gov) Central Payroll needs to complete additional steps and will forward on to OPERS.





# NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

**Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to [employeroutreach@opers.org](mailto:employeroutreach@opers.org).**

**If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.**

## STEP 1: Personal Information

First Name

J A M E S

MI Last Name

G R Y A N

Date of Birth: Month Day Year

0 1 / 3 1 / 1 9 6 0

## STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

C o l u m b u s P u b l i c H e a l t h

Employer Contact

First Name

J o h n

MI Last Name

R i c h t e r

Employer Code

3 0 4 7 0 8

Employer Contact Phone Number

6 1 4 — 6 4 5 — 5 6 2 5

Service Provided to Public Employer

H e a r i n g o f f i c e r

Start Date of Service

Month Day Year

0 3 / 0 1 / 2 0 2 4

End Date of Service

Month Day Year

0 2 / 2 8 / 2 0 2 5



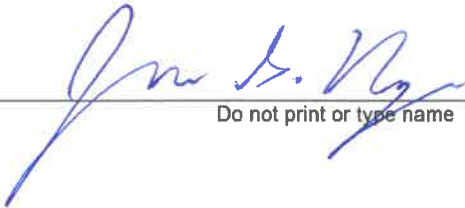
**STEP 3: Acknowledgment**

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

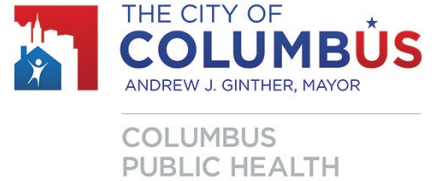
Signature \_\_\_\_\_



Do not print or type name

Today's Date \_\_\_\_\_

2 / 12 / 24



To: City Attorney's Office  
From: Mysheika W. Roberts, MD, MPH, Health Commissioner  
Subject: Worker's Compensation Certificate Waiver  
Date: 2/12/2024

To the City Attorney's Office:

Columbus Public Health has a need for the services referenced in the attached contract. This vendor does not have a Worker's Compensation Certificate as they are an Independent Contractor and do not employ any full-time staff. Due to the small size of the contract and limited risk associated with the contract, I am asking that the Worker's Compensation Clause, Article 18, in the standard City contract under \$50,000.00, be waived for this vendor. The services that this vendor will provide are deemed necessary for the betterment of the staff to continue their work with the public.

Sincerely,

DocuSigned by:  
  
5631545F188F46E...  
Mysheika W. Roberts, MD, MPH  
Health Commissioner

