

The Supreme Court of Ohio

REQUEST FOR PROPOSAL

TELEPHONIC INTERPRETATION SERVICES FOR OHIO COURTS

RFP No. 252

ISSUING OFFICE: COURT SERVICES

Date of Issuance: December 2, 2024

As defined herein, the Division of Court Services of the Supreme Court of Ohio is seeking competitive proposals from qualified vendors to provide on-demand telephonic interpretation services for Ohio courts.

Response Due Date and Time:

January 13, 2025, at 12:00 p.m. (EST)

NOTICE

R.C. Section 9.24 prohibits the Supreme Court from awarding a contract to any vendor against whom the Auditor of State has issued a finding for recovery if the finding for recovery is unresolved at the time of award. By submitting a proposal, a respondent warrants that it is not now, and will not become prior to the award of any contract arising out of this Request for Proposal, subject to an unresolved finding for recovery under R.C. Section 9.24, without notifying the Supreme Court of such finding.

1. Overview:

The Supreme Court of Ohio (“Court”), acting through the Chief Justice and Justices of the Court, possesses constitutional and statutory authority to exercise general powers of superintendence over the courts of the state. This includes the responsibility for providing leadership for the judicial branch of Ohio government. Through its established Language Services Section, the Court is responsible for providing technical assistance, training, resources, and policy recommendations to improve equal access to courts in cases involving limited English proficiency, deaf, and hard of hearing individuals.

Through this Request for Proposal (“RFP”), the Court is seeking competitive proposals for the purpose of securing a collaborative partner to provide quality on-demand telephonic interpretation services and supplemental resources for non-English persons participating in legal proceedings and ancillary services within an Ohio tribunal.

For the purpose of this RFP, “Respondent” is defined as the entity or individual who submits a response in relation to this RFP. “Vendor” is defined as the individual or contractor responsible for completing the Scope of Services as described herein.

2. Information for Respondents:

2.1 Proposal Response Submission:

Proposal responses to this RFP are to be received by the Court, via e-mail, **no later than January 13, 2025, by 12:00 p.m. (EST)**. All responses shall be sent directly to Brent Flanik, Procurement Administrator, at the following email address: Brent.Flanik@sc.ohio.gov. Proposals received after this date and time will be considered late, and as a result, will not be considered for evaluation and award.

The Court is not responsible for late email submissions, and the Court reserves the right to reject any and all response proposals. The preparation of this proposal shall be solely at Respondent’s expense.

2.2 Questions and Clarifications Related to RFP:

All questions in relation to this RFP shall be submitted in writing to Brent Flanik, Procurement Administrator, at the following email address: Brent.Flanik@sc.ohio.gov, no later than **December 16, 2024, by 12:00 p.m. (EST)**. Oral inquiries and/or questions will not be accepted.

Questions received after this date and time will not be responded to or answered. Addenda documenting the Court’s response to all submitted questions will be posted in accordance with the schedule below at: <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-fiscal-resources/procurement-opportunities/>

2.3 Schedule of Key Milestone Events:

Listed below are specific dates and times related to this RFP. Actions with specific dates and times will be adhered to unless changed by the Court via an addendum. All addenda in relation to this RFP will be posted to the Procurement Opportunities section of the Procurement Opportunities section of the Supreme Court of Ohio website, which can be accessed here at: <https://www.supremecourt.ohio.gov/courts/judicial-system/supreme-court-of-ohio/admin-offices/office-of-fiscal-resources/procurement-opportunities/>

It is the sole responsibility of Respondent to ensure receipt of all documentation issued by the Court.

Schedule of Key Milestone Events

RFP Issuance	December 2, 2024
Deadline for Submitting Questions	December 16, 2024
Final Addendum to be Issued (If Applicable)	December 23, 2024
Proposal Responses Due	January 13, 2025
Evaluation Complete (Estimated)	February 28, 2025
Services to Begin	July 1, 2025

3. Communication with Court Personnel:

Respondent shall not meet or initiate communication with Court staff during the RFP process, except as otherwise provided in this RFP or with respect to current or ongoing work. The RFP process is considered to have begun on the date on which the RFP is issued and is considered concluded on the date in which any resulting contract has been fully executed. Any attempts to meet and/or initiate contact during the RFP process, other than that expressly authorized by the RFP, may result in the disqualification of said Respondent.

4. Scope of Services:

It is the intent of this Request for Proposals (“RFP”) to solicit bid proposal responses to secure an experienced Vendor to provide quality on-demand telephonic interpretation services and supplemental resources as identified herein.

4.1 Background – Overall Annual Service Usage:

Since 2014, the Court has provided Ohio courts with the ability to access on-demand telephonic interpretation services to assist individuals with limited English proficiency during legal proceedings and ancillary services. Since then, both the demand and usage of these services has grown exponentially. Shown below in Table 1 are the overall annual usage statistics for the last

ten years. The services provided under this contract shall be made available for use, on an “as needed basis,” to approximately 385 courts throughout Ohio.

Table 1. Annual Usage, 2015 to 2024

Usage	2015	2016	2017	2018	2019	2020	2021	2022	2023	Est. 2024*
Interpretations	884	1,695	2,281	2,715	3,480	3,367	4,985	6,352	8,803	13,252
Total Duration (in hours)	226	445	579	724	893	886	1,273	1,776	2,436	3,552
Languages Interpreted	63	75	76	65	68	65	76	76	78	86
Courts Using Service	80	115	127	114	146	145	160	235	217	224

* The estimate for 2024 is an annualized projection based on usage between January 1, 2024, and October 31, 2024.

4.2 Vendor Responsibilities:

The selected Vendor will be responsible for supplying all personnel, materials, and resources required to provide quality on-demand telephonic interpretation services and supplemental resources. Access to these services shall be made available to all authorized parties as defined by the Court, 24-hours a day, seven days a week.

As these services will be used by many courts, the selected Vendor shall provide a unique identifier for each court, or authorized party, allowing for services to be monitored on a per user basis. In addition, the following shall apply:

- a) For each interpretation, the assigned interpreter shall clearly state their full name for the record. In addition, each interpreter shall be assigned a unique identifier that will allow the court to easily identify who completed a specific interpretation.
- b) It is the preference of the Court that the overall average connection time for all languages provided under this contract does not exceed forty-five (45) seconds. Average connection times will be monitored by the Court on a monthly basis. Once the call has begun, the interpreter may not terminate the call at any time before all parties to the call have dropped off. In the event the interpreter does not connect to a call, a customer service representative shall be made available to facilitate the connection to the desired interpreter.
- c) All interpretation services, regardless of the language, shall be invoiced in one (1) minute increments.
- d) The ability to design and provide tangible “Language Identification Cards,” which clearly identifies the name of the language in English and the script of the respective language which is needed and a list of all languages in which interpreters are available.
- e) Vendor will be responsible for providing services to approximately 385 courts under the awarded contract. All costs shall be billed to the Supreme Court of Ohio. No costs shall be billed to the local courts unless they set up a separate account with Vendor for the same or additional services.

- f) Vendor will be prepared to change all the court codes on a predetermined basis or ensure an authentication process to avoid unauthorized use of the telephonic service.
- g) The Court is not seeking video remote interpretation (VRI) as a portion of this RFP.

4.3 Monthly Reporting:

On a monthly basis, Vendor shall complete and forward a monthly usage report to the Court's Manager of Language Services Section at bruno.romero@sc.ohio.gov and to Quincella Harrison at quincella.harrison@sc.ohio.gov. At a minimum, the following details shall be included:

- a) 5.3.1 Individual Calls:
 - a) Date and time of call
 - b) Language requested
 - c) Interpreter unique identification number
 - d) Code of court or authorized party who initiated the call
 - e) Duration of call (in minutes)
 - f) Time to connect (in seconds)
 - g) Total cost per call
- b) 5.3.2 Monthly Summary of all calls per requested Language:
 - a) Language requested
 - b) Total number of calls
 - c) Total duration of all calls (in minutes)
 - d) Average length of call
 - e) Total number of calls, including minutes, per court or authorized party who initiated the call
 - f) Percentage of use breakdown in comparison to all received calls
 - g) Average Interpreter connection time (in seconds)
 - h) Total costs
- c) 5.3.3 Monthly Summary of all calls (All languages):
 - a) Total duration (in minutes) for all calls
 - b) Total number of calls
 - c) Total duration of all calls (in minutes)
 - d) Average length of call
 - e) Total number of calls, including minutes, per court or authorized party who initiated the call
 - f) Average Interpreter connection time (in seconds)
 - g) Total costs for each court code pair or grouping.

5. Vendor Qualifications:

The successful Vendor shall possess, maintain, or satisfy, at a minimum, the following qualifications and requirements:

- a) Five years of experience in providing services similar to those being requested, preferably in a state or federal court system.
- b) Access to experienced, competent and linguistically assessed interpreters proficient in English and the target foreign languages and utilizing multiple interpretation techniques. It is the preference of the Court that interpreters assigned to provide services under this contract have experience in providing telephonic interpretation services for legal proceedings, ancillary court services, and possess demonstrated knowledge regarding legal terminology used in these matters. The ability to provide on-demand telephonic interpretation services 24 hours a day, seven days a week.
- c) The ability to provide on-demand telephonic interpretation services for all languages identified at Appendix C, as well as any additional languages included in the prospective vendors proposal response.
- d) An established code of ethics or professional standards to which all interpreters are required to adhere. In addition, all interpreters providing service under an awarded contract will be required to comply with the Court's existing Code of Professional Conduct for Court Interpreters and Translators, included at Appendix B.
- e) An established quality assurance plan, detailing how services are monitored on a consistent basis to ensure quality.
- f) Established training procedures to ensure interpreters possess the proper linguistic skills, knowledge, and experience required to execute court interpretation services in an efficient, competent, and professional manner.
- g) The ability to design and supply tangible "Language Identification Cards," which clearly identify the name of the language in English and the script of the respective language for all languages in which interpreters are available.
- h) Able to provide no less than two access codes for each court, one for legal proceedings and one for ancillary services. In some cases, courts may require multiple codes, for instance, probation, juvenile detention center, the clerk of courts, etc.
- i) Able to provide a designated toll-free number exclusively for the Court.
- j) The ability for all courts and authorized parties to have complete, unrestricted and uninterrupted access to services starting July 1, 2025.

6. Proposal Response and Evaluation Criteria:

6.1 Format and Content of Proposal Response:

Proposal responses shall be formatted and submitted in a single PDF format, and shall use the same categories and subcategories as listed below and include all requested information and documentation. It is Respondent's responsibility to ensure that sufficient documentation has been included to satisfy the requirements specified within the proposal response. Failure to meet any of these submission requirements may result in the proposal being found non-responsive.

6.2 Executive Summary – Information to be Included:

Provide an executive summary detailing your understanding of the services being requested, as detailed below. Respondent shall include a cover letter that includes the legal name, title, and address of the individuals involved in the preparation of the response. If inquiries relating to the response should be directed to someone other than the specified individuals, please provide the name and e-mail address of the person to whom inquiries about the proposal should be directed.

6.3 Vendor Qualifications and Experience:

- a) Respondent shall describe in detail their overall experience and relevant qualifications in providing the requested services, including any experience in completing the requested services for state or federal courts.
- b) Respondent shall describe the minimum requirements, including experience, the assigned interpreters shall possess to provide telephonic translation services. Additionally, describe the method of assessing language proficiency in each of the interpreters who will be providing services in Ohio courts and any training or educational requirements assigned interpreters are required to complete.
- c) Describe the established code of ethics or professional standards to which all interpreters are required to adhere.

6.4 Service Offerings:

- a) As specified in Section 4, the successful Vendor shall have the ability to provide on-demand telephonic interpretation services for all languages identified at Appendix C, and any additional languages included in their proposal response. Respondent shall provide a list of all languages in which telephonic interpretation services can be provided.
- b) In addition to "Language Identification Cards", Respondent shall describe any supplemental resource(s) that can be provided to assist either staff or the persons for which interpretation services are being sought.

- c) Respondent shall describe in detail the approach taken to maintain quality assurance, including, at a minimum, what efforts are made to reduce or eliminate dropped calls and what steps are taken to maintain quick and efficient connection times on a consistent basis.

6.5 Implementation Approach and Proposed Schedule:

Respondent shall describe the overall implementation approach or strategy that will be used to ensure that services will be readily accessible beginning July 1, 2025, including a proposed schedule identifying key requirements and milestones. Respondent shall also indicate what resources or documentation it will need from the Court to ensure the proposed schedule is met.

6.6 Cost Proposal:

All interpretation services, regardless of language, shall be billed in one-minute increments. Respondent shall identify the proposed cost structure for all languages, including the corresponding per-minute rates, as applicable.

- a) Respondent shall identify and itemize all costs that it will bill for services under the awarded contract.
- b) Respondent shall provide a list of any extra services that it offers that it would like the Court to consider.

6.7 Subcontractors:

As a portion of their proposal response, Respondents shall identify any subcontractors that they intend to use and elaborate on their specific purpose. All subcontractors shall work at the sole expense of Vendor, and Vendor shall be solely responsible for ensuring proper payment to the subcontractors. Vendor shall assume responsibility for all work performed by subcontractors and shall ensure that all subcontractors comply with all contractual terms and conditions and policies of the Court.

Proposed subcontractors shall also be considered and reviewed as a portion of the evaluation criteria. The Court reserves the right to reject any proposed subcontractors.

6.8 Evaluation Criteria:

All bid proposal responses received shall be reviewed and evaluated by a team of representatives identified by the Court. The Court may accept or reject any or all proposals, in whole or in part, or waive minor defects in a proposal, if no prejudice results to the rights of another potential vendor or to the public. Non-responsive proposals will not be considered. Non-responsive proposals are defined as those that do not meet, and/or are not compliant with, the requirements as specified in the RFP.

Responsive bid proposals shall be evaluated in accordance with the proposal response criteria specified in Section 6, along with any requested supporting documentation, and prior conduct and

performance, as applicable. The corresponding weights assigned to each of the categories has been listed below. Following the evaluation of the bid responses, including any oral presentations/demonstrations, clarifications, and/or best and final offers, the Court shall proceed in recommending a contract award be made to Respondent that has been determined to provide the best overall solution to the Court. In the event that the Court and selected Vendor are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with said Vendor and to enter into negotiations with an alternate Vendor.

Category	Weight
Vendor Qualifications and Experience	30%
Service Offerings	25%
Implementation Approach and Schedule	25%
Cost Proposal	20%

7. Contract Term:

The term of the resulting contract shall be two (2) years from the date of execution of said contract. The Court reserves the right to extend the contract for 2 additional one-year terms.

8. Proposal Clarification:

The Court may contact any Respondent to clarify uncertainties or eliminate confusion concerning the contents of their submitted proposal. Respondents, however, will not be able to modify their proposal as a result of any such clarification request.

9. Vendor Interviews:

As part of the evaluation process, proposed Vendors may be requested to meet with an Evaluation Committee composed of participants identified by the Court to respond to questions, further discuss their qualifications, and to present additional information, as requested. The Court is not required to request additional information from all proposed Vendors. Proposed Vendors selected to meet with the Court will be notified in writing. The proposed Vendor shall be responsible for all costs associated with its participation in Vendor interviews.

10. Reference Verification:

The Court reserves full discretion to determine the competence and capabilities of any Respondent. The Court may contact any customer of the proposed Vendor, whether or not included in the submitted reference list, and use such information in the evaluation process.

11. Best and Final Offer:

The evaluation process may, at the Court's discretion, include a request for selected Vendors to prepare a Best and Final Offer ("BAFO"). A prospective Vendor's participation in the BAFO process shall not be construed as award of a contract nor guarantee that a contract will be awarded.

12. Contract Award:

Following the evaluation process, including any clarifications, reference inquiries/verifications, completed interviews, and BAFOs, the Court shall proceed in recommending a contract award be made to Respondent that has been determined to provide the best overall solution to the need as identified herein, at the best overall value to the Court.

In the event that the Court and selected Respondent are unable to reach an agreement in a timely manner, the Court reserves the right to terminate negotiations with Respondent. In such an event, the Court reserves the right to enter into negotiations with an alternate Respondent.

13. Independent Contractor:

All Vendors shall acknowledge and agree with the Court that services performed under this contract are being performed as an independent contractor, and not as a public employee under R.C. 145.01 et. seq. Vendor shall be required to complete and sign the Ohio Public Employees Retirement System form PEDACKN and return it to the Court before payment will be made for any services.

14. General Terms and Conditions:

- a) The Court assumes no responsibility for costs incurred by any Respondent prior to the award of any contract resulting from this RFP.
- b) All proposed offers submitted to the Court are firm and shall remain in effect for 180 days from the proposal due date. Respondents are well-advised to check their proposal carefully before submitting. Errors cannot be corrected after the proposals are opened. It shall be a condition of any award that the selected Respondent shall deliver all services at the fee or cost quoted, even if in error.
- c) The award of this project will be made in its entirety to one Respondent; there will **not** be a split-award.
- d) A bid proposal, upon acceptance by the Court, immediately creates a binding contract between Vendor and the Court. Except as otherwise provided in this RFP, once accepted, it may not be rescinded, canceled, or modified by Respondent unless mutually agreed in writing by the parties.
- e) All responsive bid proposals shall be evaluated by the Court, which may accept or reject any or all proposals, in whole or in part, and may waive minor defects in a proposal, if no prejudice results to the rights of another vendor or to the public.

- f) At the sole discretion of the Court, the RFP may be cancelled or reissued in whole or in part, or a contract may not be awarded if any of the following apply:
- 1) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
 - 2) The price offered is considered excessive in comparison with existing market conditions, in comparison with the goods or services to be received, or in relation to available funds;
 - 3) It is determined that the award of a contract would not be in the best interest of the Court.
- g) The Court requires Respondents wishing to do business with the Court to provide their Federal Taxpayer Identification Number. The Court does this so it can perform statutorily required “responsibility” analyses on those Vendors doing business with the Court and, under limited circumstances, for tax reporting purposes.
- h) The Court is exempt from taxation. Federal transportation and excise taxes, and state excise taxes, shall not be included in the proposal pricing or billing. Excise tax exception certificates will be furnished upon request.
- i) Respondent warrants that it is not subject to an unresolved finding for recovery under R.C. 9.24. If the warranty is false on the date the parties sign a contract awarding Respondent’s submittal, the contract is void *ab initio*, and Respondent shall immediately repay to the Court any funds paid under the contract.
- j) Any contract resulting from this RFP is binding on the successful Respondent. Respondent’s failure to meet or perform any of the contract terms or conditions shall permit the Court to rescind or cancel the contract and purchase replacement articles or services of comparable grade in the open market. Respondent shall reimburse costs and expenses in excess of the contract price necessitated by such replacement purchases to the Court. The Court does not waive the right to insist upon future compliance with these proposal specifications when there is undiscovered delivery of nonconforming goods or services.
- k) The Court hereby advises all Respondent’s that all documents submitted in response to this RFP, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other Respondents, to inspect and obtain copies of these documents in accordance with Ohio Rules of Superintendence 44-46 after the Request for Proposal deadline expires unless: 1) in its response to this RFP, Respondent clearly identifies the document or document excerpt that Respondent believes is not a public record as defined in Ohio Sup. R. 44; 2) in its response to this RFP, Respondent identifies the provisions that exempt the document or document excerpt from the public records provisions of Ohio Sup. R. 44-46; and 3) the Court staff

determine that the document or document excerpt is not a public record as defined in Ohio Sup. R. 44. In weighing whether Respondent’s proposal contains trade secret information that may be protected from disclosure under Ohio Sup. R. 44-46 and *State ex rel. Seballos v. School Employees Retirement Sys.* (1994), 70 Ohio St.3d 667, Supreme Court staff may consider the definition of “trade secret” in R.C. 1333.61(D) and the factors described in *State ex rel. The Plain Dealer v. Ohio Dept. of Ins.* (1997), 80 Ohio St.3d 513.

15. Supreme Court of Ohio - Administrative Policies (Appendix A):

a) **Administrative Policy 5 - Equal Employment Opportunity Policy:**

The Court is an equal opportunity employer. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 5 (Equal Employment Opportunity), included at Appendix A.

b) **Administrative Policy 22 – Alcohol and Drug Free Workplace:**

The Court intends to provide an alcohol and drug free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 22 (Alcohol and Drug Free Workplace), included at Appendix A.

c) **Administrative Policy 24 – Discrimination and Harassment:**

The Court intends to provide a discrimination and harassment free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 24 (Discrimination and Harassment), included at Appendix A.

16. Appendices:

a) **Appendix A:** Supreme Court of Ohio - Administrative Policies

b) **Appendix B:** Supreme Court of Ohio - Code of Professional Conduct for Court Interpreters and Translators

c) **Appendix C:** Service Usage Data and List of Languages

APPENDIX A

Administrative Policy 5. Equal Employment Opportunity.

This policy is intended to establish consistent standards and expectations regarding the application of all applicable federal and state laws, rules, and regulations prohibiting discrimination in the workplace to every employee and applicant for a position of employment with the Supreme Court.

(A) Equal Employment Opportunity. The Court is committed to equal employment opportunity for all qualified individuals without regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran's status, or non-disqualifying disability and shall engage in employment practices and decisions, including recruitment, hiring, working conditions, compensation, training, promotions, transfers, retention of employment, and other terms, benefits, and privileges of employment that are based upon job-related criteria and qualifications.

(B) Equal Employment Opportunity Plan. The Administrative Director and the Director of Human Resources shall prepare and annually review an equal employment opportunity plan to assure the employment practices and decisions of the Court are consistent with the objectives and requirements of this policy.

(C) Distributions and Postings. Each position description created for a position of employment with the Court pursuant to Adm. P. 15 (Position Management), each position vacancy announcement circulated pursuant to Adm. P. 6 (Employment Process), all requests for proposals, and any other solicitations for employment with or to provide goods and services to the Court shall reference this policy and that the Court is an equal opportunity employer.

(D) Application of Policy. This policy applies to current employees and applicants for positions of employment with the Court.

Effective Date: July 1, 2003

Amended: September 1, 2007

Administrative Policy 22. Alcohol and Drug Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the influence of alcohol and drugs.

(A) Alcohol. The purchase, service, and use of alcohol involve health and safety issues for an employee, and liability risks and public perception concerns for the Court. The Court's policy on alcohol depends on the location and circumstances of an event and the work status of the employee.

(1) Location and circumstances. Generally, alcohol shall not be served or used at a Court sponsored event or at the workplace. In limited circumstances, the Court may allow the service and use of alcohol at a Court sponsored event, including an event at the workplace, but only if alcohol is provided by a properly licensed third party vendor and upon the prior approval of the Administrative Director.

(2) Purchase at Court expense prohibited. Alcohol shall not be purchased at Court expense, regardless of the location or circumstances involved.

(3) Employee on duty. An employee who is on duty shall not purchase, serve, or use alcohol, regardless of the location or circumstances involved.

(4) Employee off duty. An employee who is off duty shall not serve alcohol at a Court sponsored event, regardless of the location or circumstances of the event. An employee who is off duty may purchase and use alcohol at a Court sponsored event approved by the Administrative Director pursuant to paragraph (A)(1) of this policy, including an event at the workplace.

These prohibitions shall be read in conjunction with the requirements and guidance of OJC Reg. 14 (Alcohol; Intoxicating Liquor).

(B) Controlled Substances and Illegal Drugs. An employee shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance or purchase, transfer, use, or possess any illegal drugs or prescription drugs that are illegal, either at the workplace or any other location. A controlled substance includes any drug listed in Section 812, Title 21 U.S. Code and federal regulations adopted pursuant to federal law. This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 15 (Controlled Substances).

The Court shall notify any federal agency from which it has received a grant when an employee has been convicted of a violation of any state or federal criminal drug statute. The notice shall be provided within ten days after receiving notice from the employee of the conviction or after receiving other actual notice of the conviction.

(C) Alcohol and Drug Testing.

(1) Circumstances requiring testing. The Administrative Director, or the director's designee, upon the recommendation of the Director of Human Resources, or the director's designee, and sufficient cause shown, may require an employee to undergo an alcohol or drug test under the following circumstances:

- When there is reasonable cause to suspect that the employee may be intoxicated or under the influence of a controlled substance not prescribed by the employee's physician;
- When the employee is involved in a significant incident in which the employee or another person has a reportable and recordable injury or in which documented property damage has occurred;
- Pursuant to the specifications and provisions of a counseling, employee assistance, or rehabilitative program to which the employee has been referred as a result of a previous corrective action pursuant to Adm. P. 21 (Corrective Actions).

(2) Refusal to submit to testing. An employee who refuses to consent or submit to an alcohol or drug test when required under this policy shall be subject to corrective action pursuant to Adm. P. 21 (Corrective Actions).

(3) Confidentiality. Confidentiality concerning alcohol or drug test results shall be maintained to the extent provided by law, and an employee shall have the opportunity to refute the results of any alcohol or drug test.

(D) Corrective Actions. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

(E) Employee Assistance and Rehabilitation. If an employee is convicted of a violation of any state or federal statute proscribing the abuse of alcohol or the possession or sale of a controlled substance, or if an employee has a confirmed positive alcohol or drug test, the Court may require the employee to participate in and satisfactorily complete an alcohol or drug assistance or rehabilitation program as a prerequisite to continued employment or as part of a corrective action.

Effective Date: January 1, 2004

Amended: April 1, 2009

Administrative Policy 23. Weapons and Violence Free Workplace.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a safe and productive workplace at the Supreme Court that is free from the effects of weapons and violence.

(A) Weapons Prohibited. Except as provided in paragraph (B) of this policy, no employee, shall possess, carry, or store a weapon while on Court property or engaged in the course of the employee's employment or official responsibilities for the Court, unless specifically required to do so as a condition of the employee's work assignment.

This prohibition shall be read in conjunction with the requirements and guidance of OJC Reg. 11 (Weapons).

(B) Concealed Carry Permit. An employee who has been properly issued a permit to carry a concealed weapon pursuant to federal or state law is subject to the prohibition in paragraph (A) of this policy, unless the employee is otherwise allowed by this policy to carry a concealed weapon and first obtains written authorization from the Director of Court Security before seeking entry to Court property. Any employee who does not obtain such written authorization shall store the weapon in accordance with state law prior to entering Court property.

Any employee who violates state law regarding this policy is subject to having the matter referred to the appropriate law enforcement officials for criminal prosecution.

(C) Acts and Threats of Violence Prohibited. No employee shall engage in an act or make a threat of violence while on Court property, while engaged in the course of employment or official responsibilities for the Court, or when conducting business for the Court. Acts and threats of violence may include the following activities:

(1) Threats and intimidation. Engaging in threatening, intimidating, harassing, or coercive behavior that is sufficiently severe or offensive so as to alter the conditions of employment, or to create a hostile, abusive, or intimidating work environment for another person;

(2) Stalking. Willfully, maliciously, or repeatedly following or stalking another person;

(3) Communications. Making or sending a threatening, intimidating, harassing, or coercive statement, telephone call, letter, or other written or electronic communication to another person, with the intent to place that person in reasonable fear for the person's safety, or the safety of the person's family, friends, associates, or property;

(4) Physical contact. Intentionally engaging in physical contact with another person that would cause a reasonable person to believe the person is being assaulted;

(5) Damaging property. Intentionally damaging or defacing the personal property of another person or property owned, operated, or controlled by the Court.

(D) Domestic Violence. The Court is committed to creating and maintaining an environment that facilitates the needs of employees who are victims of domestic violence. The Court shall not discriminate against an employee in any employment actions because the employee is, or is perceived to be, a victim of domestic violence. The Administrative Director may issue guidelines establishing a workplace plan addressing domestic violence, including appropriate employee protection, assistance, and education measures.

(E) Notification of Protection or Restraining Order. An employee who obtains a protection or restraining order shall notify the Director of Human Resources, or the director's designee. Upon notification, the Director of Human Resources, or the director's designee, shall inform the appropriate Court personnel.

(F) Reporting Acts or Threats of Violence. An employee shall report any acts or threats of violence to the employee's Senior Staff supervisor or Court security.

(G) Corrective Action. An employee who is found to have violated this policy is subject to appropriate corrective action pursuant to Adm. P. 21 (Corrective Actions).

Effective Date: July 1, 2004

Amended: April 1, 2009

Administrative Policy 24. Discrimination and Harassment.

This policy is intended to establish consistent standards and expectations for the development, promotion, and maintenance of a workplace at the Supreme Court that is free from the effects of discrimination and harassment.

(A) Prohibited Activity. No employee shall engage in or be subject to a prohibited discriminatory practice or harassment, including sexual harassment.

(1) Prohibited discriminatory practice. For the purpose of this policy, a “prohibited discriminatory practice” means a decision relating to either the recruitment, hiring, working conditions, compensation, training, promotion, transfer, or retention of employees or the selection of vendors to provide goods or services, when the decision is made with regard to race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability.

(2) Harassment. For the purpose of this policy, “harassment” means conduct based on race, color, religion, gender, sexual orientation, national origin, ancestry, age, citizenship, marital status, veteran’s status, or non-disqualifying disability that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications, when the conduct consists of one or more of the following:

- Using racially derogatory words, phrases, or epithets;
- Demonstrations of a racial or ethnic nature, such as a use of gestures, pictures, or drawings which would offend a particular racial or ethnic group;
- Comments about a person’s skin color or other racial or ethnic characteristics;
- Making disparaging remarks about a person’s gender that are not sexual in nature;
- Negative comments about a person’s religious beliefs or lack of religious beliefs;
- Expressing negative stereotypes regarding a person’s birthplace or ancestry;
- Negative comments regarding a person’s age when referring to a person 40 years of age or older;

- Derogatory or intimidating references to a person’s mental or physical impairment.

(3) Sexual harassment. For the purpose of this policy, “sexual harassment ” means conduct based upon sex that unreasonably interferes with a person’s work performance or creates an intimidating, hostile, or offensive work environment for a person. It involves unwelcome or unwanted conduct, including verbal and non-verbal communications and physical contact, when the conduct consists of one or more of the following:

- Making submission to a sexual advance or request for sexual favor an explicit or implicit term or condition of employment;
- Making submission to or rejection of a sexual advance or request for sexual favor a basis for employment decisions affecting the person to whom the harassment is directed;
- Making sexual innuendo, using sexually vulgar or explicit language, making sexually suggestive comments or sounds, telling jokes of a sexual nature, or making sexual propositions or threats;
- Displaying or disseminating sexually suggestive objects, books, magazines, computer software, internet websites, e-mail, graphic commentaries, photographs, cartoons, or pictures;
- Touching, pinching, leering, making obscene gestures, brushing against the body, or engaging in sexual intercourse or sexual assault;

(B) Reporting an incident. An employee who believes to have been subject to or observed any prohibited discriminatory practice or harassment by a Justice, other employee, Court appointee, person who conducts business with the Court, or visitor should report it immediately to any member of Senior Staff, the Director of Human Resources, the Administrative Director, or, if the subject of the prohibited discriminatory practice or harassment is an employee and the incident did not involve that employee’s immediate supervisor, to the employee’s immediate supervisor. Any of these persons to whom an incident is reported shall promptly notify the Director of Human Resources.

(C) Investigation and written report. Upon receiving a report of an alleged prohibited discriminatory practice or harassment involving an employee, Court appointee, person who conducts business with the Court, or visitor, the Director of Human Resources, or the director’s designee, shall immediately and thoroughly investigate the incident and prepare a written report. The report shall contain the findings of the investigator and, if the investigator believes a violation of paragraph (A) of this policy has occurred, a recommendation for corrective action

or sanction pursuant to paragraph (F) of this policy. The report shall be provided to the parties involved.

If the alleged prohibited discriminatory practice or harassment involves a Justice, the Director of Human Resources shall notify the Administrative Director, who shall report the allegation to the Chief Justice for whatever action the Court considers appropriate.

(D) Determination of incident.

(1) Agreement of the parties. If the parties involved agree with the findings and recommended corrective action contained in the written report, the Director of Human Resources shall obtain the signature of each party on the report within five business days after it is provided to them. The Director of Human Resources shall promptly provide a copy of the signed report to the Administrative Director for review. Absent extraordinary circumstances demonstrated in the report, the Administrative Director shall approve its immediate implementation.

(2) Formal hearing. If any party involved does not agree with the findings or recommended corrective action contained in the written report or if the Administrative Director believes extraordinary circumstances are demonstrated in the report, within five business days after receiving the report the Administrative Director shall take appropriate action, including appointment of a hearing officer to conduct a formal hearing on the matter.

(E) Conflicts.

(1) Director of Human Resources. If a party or witness to an incident reported under this policy is the Director of Human Resources, the Administrative Director shall designate another member of the Court staff to perform the duties of the Director of Human Resources as required by this policy.

(2) Administrative Director. If a party or witness to an incident reported under this policy is the Administrative Director, the Chief Justice shall perform the duties of the Administrative Director as required by this policy.

(3) Chief Justice. If a party to an incident reported under this policy is the Chief Justice, the next most senior Justice shall perform the duties of the Chief Justice as required by this policy.

(F) Corrective Action. An employee who is found to have violated paragraph (A) of this policy shall be subject to appropriate corrective action as set forth in Adm. P. 21 (Corrective Actions).

(G) Confidentiality. The Court shall make every reasonable effort to protect the privacy of the parties in the process. Parties and witnesses shall maintain confidentiality with respect to a complaint or report. However, the Court cannot ensure that complaints or reports will be kept strictly confidential.

(H) Distribution of Policy. All requests for proposals and solicitations for employment and to provide goods or services shall reference this policy and the Court's prohibition against discrimination and harassment in the workplace.

Effective Date: July 1, 2003

Amended: September 1, 2007; April 1, 2009

APPENDIX B

Rules of Superintendence for the Courts of Ohio

CODE OF PROFESSIONAL CONDUCT FOR COURT INTERPRETERS AND TRANSLATORS

Preamble.

Foreign language interpreters, sign language interpreters, and translators help ensure that individuals enjoy equal access to justice, including case and court functions and court support services. Foreign language interpreters, sign language interpreters, and translators are highly skilled professionals who fulfill an essential role by assisting in the pursuit of justice. They act strictly in the interest of the courts they serve and are impartial officers of those courts, with a duty to enhance the judicial process.

Definitions.

As used in this code, “provisionally qualified foreign language interpreter,” “Supreme Court certified foreign language interpreter,” “Supreme Court certified sign language interpreter,” and “translator” have the same meanings as in Rule 80 of the Rules of Superintendence for the Courts of Ohio.

Applicability.

This code applies to Supreme Court certified foreign language interpreters, provisionally qualified foreign language interpreters, Supreme Court certified sign language interpreters, and translators. This code shall bind all agencies and organizations that administer, supervise, use, or deliver interpreting or translating services in connection with any case or court function. A court may use this code to assist it in determining the qualifications of any individual providing services as an interpreter under Rule 702 of the Rules of Evidence.

Canon 1. High Standards of Conduct.

Interpreters and translators shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible, consistent with the ends of justice.

Commentary:

Interpreters and translators should maintain high standards of conduct at all times to promote public confidence in the administration of justice.

Canon 2. Accuracy and Completeness.

Interpreters and translators shall render a complete and accurate interpretation or translation without altering, omitting, or adding anything to what is spoken or written, and shall do so without explaining the statements of the original speaker or writer.

Commentary:

In order to preserve the record of the court and assist in the administration of justice, interpreters should completely and accurately interpret the exact meaning of what is said or written without embellishing, explaining, omitting, adding, altering, or summarizing anything. This includes maintaining accuracy of style or register of speech, as well as not distorting the meaning of the source language, even if it appears obscene, incoherent, non-responsive, or a misstatement. Interpreters and translators have a duty to inform the court of any error, misinterpretation, or mistranslation so that the record may be promptly corrected. The terms “accurately,” “completely,” and “exact” do not signify a word-for-word or literal interpretation, but rather mean to convey the exact meaning of the discourse of the speaker or writer.

Canon 3. Impartiality and Avoidance of Conflicts of Interest.

Interpreters and translators shall be impartial and unbiased. Interpreters and translators shall refrain from conduct that may give the appearance of bias and shall disclose any real or perceived conflict of interest.

Commentary:

Interpreters and translators shall disclose to the court any prior involvement with a case or court function, parties, or witnesses that creates or could be viewed as creating a conflict of interest, provided such disclosure shall not include anything that is privileged or confidential. The court shall then determine whether the interpreter or translator may continue on the case or court function. Counsel for either party may petition the court for appointment of a different interpreter or translator on the basis of a conflict of interest and the court shall determine on the record whether to release the interpreter or translator from the case or court function.

Canon 4. Confidentiality.

Interpreters and translators shall protect from unauthorized disclosure all privileged or other confidential communications, documents, or information they hear or obtain while acting in a professional capacity.

Commentary:

Interpreters and translators shall maintain confidentiality with respect to any communication, document, information, or other type of confidential matter, including police and medical records and attorney-client privileged communications protected under section 2317.02 of the Revised Code. Interpreters and translators shall not derive, either directly or indirectly, any profit or advantage from any confidential communication, document, or information acquired while acting in a professional capacity.

Canon 5. Representation of Qualifications.

Interpreters and translators shall accurately and completely represent their credentials, certifications, training, references, and pertinent experience.

Commentary:

Interpreters and translators have a duty to present accurately and completely any applicable credentials, certifications, training, references, and pertinent experience, consistent with Canon 6 of this code. It is essential that interpreters and translators present a complete and truthful account of their qualifications before appointment to allow the court to fairly evaluate their qualifications for delivering interpreting or translating services.

Canon 6. Proficiency.

Interpreters and translators shall provide professional services only in matters in which they can proficiently perform.

Commentary:

By accepting an assignment, interpreters and translators warrant they have the skills, training, and understanding of terminology to interpret or translate accurately and effectively in the given setting, are fluent in the required languages, and have the ability to understand regional differences and dialects. Interpreters have a duty to request from the court and the parties all pertinent information and materials necessary to prepare for the case or court function.

Interpreters and translators should strive continually to improve language skills and knowledge of specialized vocabulary and familiarize themselves with the judicial system and any applicable court rules. Interpreters and translators are responsible for having the proper dictionaries and other reference materials available when needed.

Canon 7. Assessing and Reporting Impediments to Performance.

Interpreters and translators shall at all times assess their ability to perform effectively and accurately. If an interpreter or translator discovers anything impeding full compliance with the oath or affirmation of the interpreter or translator and this code, the interpreter or translator shall immediately report this information to the court.

Commentary

Interpreters and translators shall immediately inform the court of any condition interfering with their ability to provide accurate and complete interpretation or translation. This may include excessively rapid, quiet, or indistinct speech, physical interference such as inability to see exhibits, noise in their surroundings, or any other interfering factor.

Interpreters and translators shall inform the court if they are having difficulties obtaining pertinent information or materials required to prepare for a case or court function that may impede their ability to perform adequately. If at the time of a hearing or trial the interpreter or translator has not been provided with necessary information or materials, the interpreter or

translator shall inform the court on the record and request a recess to review such information or materials.

Interpreters and translators should withdraw from an assignment if they are unable to understand or satisfactorily communicate with the non-English speaking, limited English proficient, deaf, or hard-of-hearing party, witness, or juror, or if they lack required skills, preparation, or terminology to perform effectively in the case or court function for which they have been summoned.

Canon 8. Duty to Report Ethical Violations.

Interpreters and translators shall report to the court any efforts to impede their compliance with any law, this code, or other official policy governing interpreting or translating. Interpreters and translators shall promptly report to the appropriate legal or disciplinary authority if they observe another interpreter or translator improperly performing an assignment; accepting remuneration apart from authorized fees; disclosing privileged or confidential communications, documents, or information; or otherwise committing a breach of this code.

Commentary:

Interpreters and translators shall report to the court any ethical violation, action, or information that refers to the persistence of a party demanding that an interpreter or translator violate this code, subject to any applicable privilege.

Canon 9. Scope of Practice.

Interpreters and translators shall not give legal advice, communicate their conclusions with respect to any answer, express personal opinions to individuals for whom they are interpreting or translating, or engage in any other activity that may be construed to constitute a service other than interpreting or translating while serving as an interpreter.

Commentary:

Since interpreters and translators are only responsible for enabling others to communicate, they should exclusively limit themselves to the activity of interpreting and translating. Interpreters and translators should refrain from initiating communications while interpreting or translating or at all times except as set out below.

Interpreters may be required to initiate communications during a case or court function when they find it necessary to seek assistance in performing their duties. Examples of such circumstances include seeking direction when unable to understand or express a word or thought, requesting speakers to moderate their rate of communication or repeat or rephrase something, correcting their own interpreting errors, or notifying the court of reservations about their ability to satisfy an assignment competently. In such instances the interpreter should refer to him or herself in the third person, making it clear and on the record that the interpreter is speaking for him or herself.

At no time may an interpreter give advice. An interpreter should not explain the purpose of forms, services, or otherwise act as counselor or advisor. The interpreter may sight translate

language on a form, but may not provide independent legal advice as to the purpose of the form or instruct the litigant as to the proper manner of completing the form.

Interpreters and translators should not personally serve to perform acts that are the official responsibility of other court officials including, but not limited to, court clerks, pretrial release investigators or interviewers, or probation officers, except as required by and in the presence of such officials.

Canon 10. Restrictions from Public Comment.

Consistent with Canon 4 of this code, interpreters and translators shall not publicly discuss, report, or offer an opinion concerning a matter in which they are or have been engaged, even when that information is not privileged or required by law to be confidential.

Commentary:

Interpreters and translators shall refrain from making public comments or giving opinions or reports concerning any particulars of a case or court function in which they are or have provided professional services, regardless of whether the information is privileged or confidential. This restriction does not apply to general public comments or reports concerning the interpreting or translating professions.

APPENDIX C

Between January 1 and October 31, 2024, a total of 86 languages were subject to telephonic interpretation. The number of interpretations per language, and the percentage of the total number of interpretations that each language represented are shown below:

Language	Interpretations	% of Total	Language	Interpretations	% of Total	Language	Interpretations	% of Total
Spanish	6,975	63.16%	Albanian	18	0.16%	Mandinka	4	0.04%
Haitian Creole	633	5.73%	Urdu	18	0.16%	Moroccan Arabic	4	0.04%
Nepali	516	4.67%	Marshallese	16	0.14%	Sorani	4	0.04%
Arabic	309	2.80%	Serbian	14	0.13%	Telugu	4	0.04%
French	283	2.56%	Khmer	13	0.12%	Yoruba	4	0.04%
Uzbek	273	2.47%	Georgian	12	0.11%	Bulgarian	3	0.03%
Swahili	269	2.44%	Romanian	12	0.11%	German	3	0.03%
Russian	244	2.21%	Bengali	11	0.10%	Mongolian	3	0.03%
Kinyarwanda	193	1.75%	Chin Hakha	11	0.10%	Polish	3	0.03%
Somali	146	1.32%	Thai	10	0.09%	Rundi	3	0.03%
Mandarin	116	1.05%	Soninke	9	0.08%	Samoan	3	0.03%
Portuguese	85	0.77%	Japanese	8	0.07%	Dutch	2	0.02%
Turkish	71	0.64%	Chuukese	7	0.06%	Greek	2	0.02%
Vietnamese	65	0.59%	Farsi	7	0.06%	Hmong	2	0.02%
Pashto	64	0.58%	Italian	7	0.06%	Akateko	1	0.01%
Hindi	50	0.45%	Gujarati	6	0.05%	Bambara	1	0.01%
Korean	50	0.45%	Kiche	6	0.05%	Finnish	1	0.01%
Ukrainian	46	0.42%	Bosnian	5	0.05%	Fuzhou	1	0.01%
Tigrigna	44	0.40%	Krio	5	0.05%	Hakka-China	1	0.01%
Fulani	40	0.36%	Laotian	5	0.05%	Hungarian	1	0.01%
Amharic	38	0.34%	Oromo	5	0.05%	Igbo	1	0.01%
Burmese	38	0.34%	Pulaar	5	0.05%	Kyrgyz	1	0.01%
Wolof	37	0.34%	Sudanese Arabic	5	0.05%	Mixteco	1	0.01%
Karen	34	0.31%	Tagalog	5	0.05%	Pohnpeian	1	0.01%
Portuguese Brazilian	30	0.27%	Croatian	4	0.04%	Rohingya	1	0.01%
Punjabi	29	0.26%	Czech	4	0.04%	Susu	1	0.01%
Dari	28	0.25%	Hebrew	4	0.04%	Swedish	1	0.01%
Cantonese	20	0.18%	Indonesian	4	0.04%	Tamil	1	0.01%
Akan	19	0.17%	Lingala	4	0.04%			