

# The Supreme Court of Ohio

## REQUEST FOR PROPOSAL

**RFP No. 2018 – 12**

### TELEPHONIC INTERPETATION SERVICES FOR OHIO COURTS

**ISSUING OFFICE: COURT SERVICES**

**Date of Issuance: April 5, 2018**

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

**Response Due Date and Time:**

**April 26, 2018**

#### **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, vendor warrants that it is not now, and will not become subject to an unresolved finding for recovery under R.C. Section 9.24, prior to the award of any contract arising out of this Request for Proposals, 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 responsibility for providing leadership for the judicial branch of Ohio government. Through its established Language Services Program, the Court is responsible for providing technical assistance, training, resources and policy recommendations to improve equal access to courts in cases involving limited English proficient, 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.

## 2. 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 the program’s inception, 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 four years. While services were utilized by a total of 127 courts or authorized parties in 2017, services provided under this contract shall be made available for use, on an as needed basis, to approximately 383 courts throughout Ohio.

**Table 1. Annual Usage Trends, 2014-2017.**

| <b>Usage</b>              | <b>2014</b> | <b>2015</b> | <b>2016</b> | <b>2017</b> | <b>Percent<br/>change from<br/>2016</b> |
|---------------------------|-------------|-------------|-------------|-------------|---|
| Interpretations           | 326         | 884         | 1,695       | 2,281       | 26%                                     |
| Total Duration (in hours) | 103         | 226         | 445         | 579         | 23%                                     |
| Languages Interpreted     | 52          | 63          | 75          | 76          | 1%                                      |
| Courts Using Service      | 51          | 80          | 115         | 127         | 9%                                      |

\*Additional usage data has been included in Appendix A.

### **3. Vendor Qualifications**

The Court has identified that the successful vendor shall possess or maintain, at a minimum, the following qualifications or requirements:

- 1) Five years' experience in providing services similar to those being requested, preferably in a state or federal court system.
- 2) Access to experienced and competent interpreters proficient in 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 knowledge regarding legal terminology used in these matters.
- 3) The ability to provide on-demand telephonic interpretation services 24 hours a day, seven days a week.
- 4) The ability to provide on-demand telephonic interpretation services for all languages identified in Appendix A, as well as any additional languages included in the prospective vendors proposal response.
- 5) An established code of ethics or professional standards in which all interpreters are required to adhere to. In addition, all interpreters providing service pursuant to an awarded contract will be required to comply with the Court's existing Code of Professional Conduct for Court Interpreters and Translators, included as Appendix B.
- 6) An established quality assurance plan, detailing how services are monitored on a consistent basis to ensure quality.
- 7) 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.
- 8) The ability to design and supply tangible "point to your language 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.
- 9) The ability for all Ohio courts and authorized parties to have complete and unrestricted access to services beginning July 1, 2018.

## **4. Scope of Services (SOS)**

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 as identified here in. Access to these services must 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 utilized by many Courts, the 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:

- 1) For each interpretation, the assigned interpreter must clearly state their full name for the record. In addition, each interpreter must be assigned a unique identifier that will allow the court to easily identify who completed a specific interpretation.
- 2) 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 that interpreter does not connect to a call, a customer service representative must be made available to facilitate the connection to the desired interpreter.
- 3) All interpretation services, regardless of the language, shall be invoiced in one (1) minute increments.
- 4) The ability to design and provide tangible “point to your language 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.

### **4.1 Monthly Reporting**

On a monthly basis, the vendor shall complete and forward a monthly usage report to the Court’s Manager of Language Services Program. At a minimum, the following details shall be included:

#### **4.1.1 Individual Calls**

- 1) Date and time of call
- 2) Language requested
- 3) Interpreter unique identification number
- 4) Code of Court or authorized party who initiated the call
- 5) Duration of call (in minutes)
- 6) Time to connect (in minutes)
- 7) Total cost per call

#### **4.1.2. Monthly Summary of all calls per requested Language**

- 1) Language requested
- 2) Total number of calls
- 3) Total duration of all calls (in minutes)
- 4) Average length of call
- 5) Total number of calls, including minutes, per Court or authorized party who initiated the call
- 6) Percentage of use breakdown in comparison to all received calls
- 7) Average Interpreter connection time (in seconds)
- 8) Total costs

#### **4.1.3 Monthly Summary of all calls (All languages)**

- 1) Total duration (in minutes) for all calls
- 2) Total number of calls
- 3) Total duration of all calls (in minutes)
- 4) Average length of call
- 5) Total number of calls, including minutes, per Court or authorized party who initiated the call
- 6) Average Interpreter connection time (in seconds)
- 7) Total costs

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## **5. Instructions to Vendors**

### **5.1 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 addenda. All addenda in relation to this RFP will be posted to the Supreme Court of Ohio, Language Services Program website, which can be accessed [here](#). It is the sole responsibility of any potential vendor to ensure receipt of all documentation issued by the Court.

#### **Schedule of Key Milestone Events**

|   |                |
|---|----------------|
| RFP Issuance                                | April 5, 2018  |
| Deadline for Submitting Questions           | April 12, 2018 |
| Final Addendum to be Issued (If Applicable) | April 16, 2018 |
| Proposal Responses Due                      | April 26, 2018 |
| Evaluation Complete (Estimated)             | May 18, 2018   |
| Services to Begin                           | July 1, 2018   |

### **5.2 Questions and Clarifications in relation to RFP**

All questions and clarifications in relation to this RFP must be submitted in writing to Cindy Collins, Purchasing Officer at [Cindy.Collins@sc.ohio.gov](mailto:Cindy.Collins@sc.ohio.gov) no later than April 12, 2018. Questions received after this date and time will not be answered. Please note that oral inquiries and/or questions will not be accepted. An addenda documenting the Court's responses to all submitted questions will be issued in accordance with the above schedule.

### **5.3 Communication with Court Personnel**

Prospective vendors are not to meet or initiate communication with Court staff during the RFP process, except with respect to current or on-going work. The RFP process is considered to have begun on the date in which the Court issues the RFP and is considered concluded on the date in which a contract has been fully executed. Any attempts to meet or initiate contact during the RFP process, other than that expressly authorized, may result in the disqualification of said vendor.

### **5.4 Proposal Response Submission**

Responses in relation to this RFP are to be received by the Court, via e-mail, no later than April 26, 2018, and shall be formatted and submitted in a single PDF format. Responses should be sent to Cindy Collins, Purchasing Officer at [Cindy.Collins@sc.ohio.gov](mailto:Cindy.Collins@sc.ohio.gov). Responses received after this date shall be considered late, and as a result, not considered for evaluation and award. The Court is not responsible for late deliveries and reserves the right to reject any and all responses. It is the sole responsibility of the vendor submitting the response to ensure timely delivery as required.

## **6. Proposal Response and Evaluation Criteria**

Proposal responses shall be formatted in chronological order, utilizing the same categories and subcategories as listed below, including all information or documentation as requested. It is the responsibility of the vendor submitting the response to ensure that sufficient documentation has been included within the proposal response. Failure to include may result in the proposal response being found non-responsive.

### **6.1 Executive Summary**

Provide an executive summary detailing your understanding of the services being requested. In addition, provide the legal name and address of the vendor submitting the proposal response, including the name, title, address, telephone number, and e-mail address of the person in which clarifications and any communications should be directed to.

### **6.2 Vendor Qualifications and Experience**

- 1) Describe in detail the vendors overall experience and relevant qualifications in providing the services as requested, including any experience in completing the requested services for State or Federal Courts.
- 2) Describe the minimum requirements, including experience, assigned interpreters must possess to provide telephonic translation services. In addition, describe the screening process which is completed to determine an interpreter's language competency as well as any training or educational requirements assigned interpreters are required to complete.
- 3) Describe the established code of ethics or professional standards in which all interpreters are required to adhere to.
- 4) At a minimum, prospective vendors must provide a minimum of three (3) references from entities in which similar services have been completed within the last three (3) years. References shall include the name of the entity, services completed, dates in which services were completed, and the name and contact information of the person in which the reference can be verified by the Court. Neither the Supreme Court of Ohio, nor any of its employees may be identified as a reference.

### **6.3 Service Offerings**

- 1) As specified in Section 3, the successful vendor must have the ability to provide on-demand telephonic interpretation services for all languages identified in Appendix A, as well as any additional languages included in their proposal response. Provide a listing of all languages in which telephonic interpretation services can be provided.
- 2) In addition to "Point to your Language Cards", describe any supplemental resources which can be provided to assist either staff, or the persons in which interpretation services are being sought.

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

#### **6.4 Implementation Approach and Proposed Schedule**

Describe the overall implementation approach or strategy that will be used to ensure that services will be readily accessible beginning July 1, 2018, including a proposed schedule identifying key requirements and milestones. In addition, indicate what resources or documentation will be required by the Court to assist in ensuring the proposed schedule is met.

#### **6.5 Cost Proposal**

All interpretation services, regardless of language, shall be billed in one (1) minute increments. Identify the proposed cost structure for all languages, including the corresponding per minute rates as applicable. As a portion of the cost proposal, list any additional requirements, including their supplemental costs, required by the Court to ensure all services will be provided as identified here in.

In addition, provide a listing of any additional services offered by the vendor that you would like the Court to consider.

#### **6.6 Evaluation Criteria**

All responsive proposals received will 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 proposals will be evaluated in accordance with the proposal response criteria specified in Section 6, supporting documentation as requested, and prior conduct and performance (as applicable). The corresponding weights assigned to each of the categories has been listed below. Following the evaluation, including any oral presentations or demonstrations, clarifications, and best and final offers, the Court shall proceed in recommending a contract award be made to the vendor that has been determined to provide the best overall solution to the Court. In the event that the Court and the 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.

| <b>Category</b>                      | <b>Weight</b> |
|--------------------------------------|---------------|
| Vendor Qualifications and Experience | 30%           |
| Service Offerings                    | 30%           |
| Implementation Approach and Schedule | 25%           |
| Cost Proposal                        | 15%           |

## **7. Proposal Clarification**

The Court may contact any vendor who submitted a proposal response in order to clarify uncertainties or eliminate confusion concerning the contents of a submitted proposal. However, vendors will not be able to modify their proposal as a result of any such clarification request.

## **8. Oral Presentations and Demonstrations**

As part of the evaluation process, vendors who submit proposals may be required to appear before an evaluation committee composed of participants identified by the Court to respond to questions or present additional information as requested. The Court is not required to request additional information from all vendors. Vendor's representative(s) attending the oral presentation must be qualified to respond to all questions related to the proposal. Vendors selected to provide an oral presentation or demonstration shall be notified in writing by the Court.

All costs associated with participation in oral presentations or demonstrations will be the vendor's responsibility.

## **9. Reference Verification**

The Court reserves full discretion to determine the competence and capabilities of any vendor who submitted a proposal response. 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.

## **10. 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.

## **11. Contract Term**

The anticipated initial term of any resulting contract shall be for three years from its date of execution. Following the initial term, the Court reserves the right to extend the contract for an additional two (2) years, pursuant to one (1) year increments.

## 12. General Terms and Conditions

- 1) The Court assumes no responsibility for costs incurred by any vendor prior to the award of any contract resulting from this RFP;
- 2) All proposals offered are firm, and shall remain for 180 days from the proposal due date. Check your proposal carefully, as errors cannot be corrected after the proposals have been received. It is a condition of any award, under this proposal, that vendors shall deliver at prices quoted, even if in error;
- 3) A proposal, upon acceptance by the Court, immediately creates a binding contract between the vendor and the Court. Once accepted, it may not be rescinded, canceled, or modified by the vendor;
- 4) All responsive proposals will 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;
- 5) 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:
  - a) The goods or services offered are not in compliance with the requirements, specifications, or terms and conditions set forth in the request for proposals;
  - b) 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;
  - c) It is determined that the award of a contract would not be in the best interest of the Court.
- 6) By submitting a proposal, vendor certifies that he or she is (sole owner, partner, president, secretary, etc.) of the party making the forgoing proposal; that such proposal is genuine and not collusive or sham; that the vendor has not colluded, conspired or agreed, directly or indirectly, with any other vendor or person, to put in a sham bid; or colluded or conspired to have another not submit a proposal and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the price of its proposal or any other vendor, or to fix any overhead, profit or cost element of the price, or of that of any other vendor, or to secure any advantage against any vendor or any person or persons interested in the proposed contract and that all statements contained in the bid are true; and further, that the vendor has not, directly or indirectly, submitted this bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association

- 7) The Court requires any person or entity wishing to do business with the Court to provide their Federal Taxpayer Identification Number. The Court does this so that it can perform statutorily required “responsibility” analyses on said persons or entity’s doing business with the Court and, under limited circumstances, for tax-reporting purposes. If you are using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information submitted is a public record, and the Court may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Court encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.
- 8) The Court is exempt from taxation. Federal transportation and excise taxes, as well as state excise taxes shall not be included in the proposal prices. Excise tax exception certificates will be furnished upon request. This purchase will not be subject to state taxes; tax exempt number: 31-6402047.
- 9) The Court represents that it will have adequate funds to meet the obligations that will be incurred by contract. However, the Court shall have at its option the right to terminate any resulting contract should its appropriations, spending authority, or other revenues be reduced or, if applicable, if grant funds used to support this project are reduced or terminated.
- 10) Vendor warrants that it is not subject to an unresolved finding for recovery under R.C. Section 9.24. If the warranty is false on the date the parties sign a contract awarding vendor’s proposal, the contract is void *ab initio*, and the vendor must immediately repay to the Supreme Court any funds paid under the contract.
- 11) Any contract resulting from this request for proposals is binding on the successful vendor. Failure of the contractor 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. The vendor 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 non-conforming goods or services.

12) Notice Regarding Disclosure of Confidential, Proprietary Information and Trade Secrets

The Court hereby advises all vendors that all documents submitted in response to this Request for Proposal, including those documents that purportedly contain trade secret information, will become public records. The Court will allow the public, including other vendors, 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 Request for Proposals, the vendor clearly identifies the document or document excerpt that the vendor believes is not a public record as defined in Ohio Sup. R. 44; 2) in its response to this Request for Proposal, the vendor identifies the provisions that exempt the document or document excerpt from the public records provisions of Ohio Sup. R. 44-46; or 3) Court staff determine that the document or document excerpt is not a public record as defined in Ohio Sup. R. 44. In weighing whether a vendor'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.

13) 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), a copy of which can be obtained from the office issuing this RFP.

14) Discrimination and Sexual Harassment

The Court prohibits discrimination and sexual harassment. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 6(A) (Discrimination and Sexual Harassment), a copy of which can be obtained from the office issuing this RFP.

15) Drug and Alcohol Free Workplace

The Court intends to provide a drug and alcohol free workplace. Persons conducting or seeking to conduct business with the Supreme Court are subject to Adm. P. 19 (A-C), a copy of which can be obtained from the office issuing this RFP.

## **13. Appendices**

- 1) Appendix A: Service Usage Data
- 2) Appendix B: The Supreme Court of Ohio's Code of Professional Conduct for Court Interpreters and Translators

## Appendix A: Service Usage Data

Shown below in Table 1 is the percentage breakdown of the type of Courts who utilized telephonic interpretation services in 2017.

**Table 1. Interpretations in 2017, by Court Type.**

| Court Type                         | Courts Using Service |                             | Interpretations |                      |
|------------------------------------|----------------------|-----------------------------|-----------------|----------------------|
|                                    | Number               | % of OH Courts<br>(by type) | Number          | % of Interpretations |
| <b>Court of Appeals</b>            | <b>0</b>             | <b>0%</b>                   | <b>0</b>        | <b>0%</b>            |
| <b>Courts of Common Pleas</b>      | <b>56</b>            | <b>27%</b>                  | <b>1,138</b>    | <b>50%</b>           |
| CP1 (General only)                 | 6                    | 21%                         | 112             | 5%                   |
| CP2 (General and DR)               | 6                    | 12%                         | 11              | 0%                   |
| CP3 (General and Probate)          | -                    | -                           | -               | -                    |
| CP4 (All divisions)                | 1                    | 20%                         | 5               | 0.2%                 |
| CP5 (General, DR, Probate)         | -                    | -                           | -               | -                    |
| DR1 (DR only)                      | 11                   | 55%                         | 144             | 6%                   |
| DR2 (DR and Juvenile)              | 5                    | 83%                         | 435             | 19%                  |
| J1 (Juvenile only)                 | 3                    | 27%                         | 30              | 1%                   |
| P1 (Probate only)                  | 7                    | 47%                         | 329             | 14%                  |
| P2 (Probate and Juvenile)          | 15                   | 24%                         | 66              | 3%                   |
| P3 (Probate, DR, Juvenile)         | 2                    | 50%                         | 6               | 0.3%                 |
| <b>Municipal and County Courts</b> | <b>71</b>            | <b>41%</b>                  | <b>1,143</b>    | <b>50%</b>           |
| Municipal Courts                   | 62                   | 48%                         | 1,113           | 49%                  |
| County Courts                      | 9                    | 26%                         | 30              | 1%                   |
| <b>All Courts</b>                  | <b>127</b>           | <b>33%</b>                  | <b>2,281</b>    | <b>100%</b>          |

## Appendix A: Service Usage Data

**Table 2. Interpreted Languages utilized in 2017.**

| Language    | Interpretations Total | % of  | Language       | Interpretations Total | % of | Language Total  | Interpretations | % of |
|-------------|-----------------------|-------|----------------|-----------------------|------|-----------------|-----------------|------|
| Spanish     | 970                   | 42.5% | Farsi          | 9                     | 0.4% | Gujarati        | 2               | 0.1% |
| Nepali      | 236                   | 10.3% | Ukrainian      | 9                     | 0.4% | Hmong           | 2               | 0.1% |
| Somali      | 168                   | 7.4%  | Cambodian      | 8                     | 0.4% | Hungarian       | 2               | 0.1% |
| Arabic      | 136                   | 6.0%  | Dari           | 8                     | 0.4% | Italian         | 2               | 0.1% |
| Mandarin    | 100                   | 4.4%  | Haitian Creole | 8                     | 0.4% | Krahn           | 2               | 0.1% |
| Swahili     | 57                    | 2.5%  | Hindi          | 8                     | 0.4% | Malayalam       | 2               | 0.1% |
| French      | 48                    | 2.1%  | Thai           | 8                     | 0.4% | Mongolian       | 2               | 0.1% |
| Kinyarwanda | 48                    | 2.1%  | Fulani         | 7                     | 0.3% | Pashto          | 2               | 0.1% |
| Russian     | 40                    | 1.8%  | Karen          | 7                     | 0.3% | Urdu            | 2               | 0.1% |
| Vietnamese  | 37                    | 1.6%  | Korean         | 7                     | 0.3% | German          | 1               | 0.1% |
| Amharic     | 30                    | 1.3%  | Oromo          | 7                     | 0.3% | Hausa           | 1               | 0.1% |
| Chin        | 29                    | 1.3%  | Uzbek          | 7                     | 0.3% | Hebrew          | 1               | 0.1% |
| Burmese     | 22                    | 1.0%  | Bengali        | 6                     | 0.3% | Lingala         | 1               | 0.1% |
| Portuguese  | 21                    | 0.9%  | Punjabi        | 6                     | 0.3% | Mam             | 1               | 0.1% |
| Rundi       | 18                    | 0.8%  | Turkish        | 6                     | 0.3% | Masalit         | 1               | 0.1% |
| Cantonese   | 17                    | 0.7%  | Armenian       | 5                     | 0.2% | Pohnpeian       | 1               | 0.1% |
| Romanian    | 17                    | 0.7%  | Soninke        | 5                     | 0.2% | Sudanese Arabic | 1               | 0.1% |
| Japanese    | 16                    | 0.7%  | Croatian       | 4                     | 0.2% | Tagalog         | 1               | 0.1% |
| Tigrinya    | 13                    | 0.6%  | K'iche         | 4                     | 0.2% | Taiwanese       | 1               | 0.1% |
| Akan        | 12                    | 0.5%  | Mandingo       | 4                     | 0.2% | Tamil           | 1               | 0.1% |
| Polish      | 12                    | 0.5%  | Slovak         | 4                     | 0.2% | Telugu          | 1               | 0.1% |
| Serbian     | 11                    | 0.5%  | Bosnian        | 3                     | 0.1% | Uyghur          | 1               | 0.1% |
| Sorani      | 11                    | 0.5%  | Indonesian     | 3                     | 0.1% | Wolof           | 1               | 0.1% |
| Laotian     | 10                    | 0.4%  | Macedonian     | 3                     | 0.1% | Zo              | 1               | 0.1% |
| Maay        | 10                    | 0.4%  | Bulgarian      | 2                     | 0.1% | <b>TOTAL</b>    | <b>2,281</b>    |      |
| Albanian    | 9                     | 0.4%  | Fukienese      | 2                     | 0.1% |                 |                 |      |

Shown in Table 2 are the 76 unique languages for which interpretations were provided in 2017, sorted by the number of interpretations. At a minimum, the successful vendor must have the ability to provide telephonic translation services for all languages identified in Table 2.

## **Appendix B**

### **Supreme Court 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 must 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 must not include anything that is privileged or confidential. The court must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 whether the information is privileged or confidential. This restriction does not apply to general public comments or reports concerning the interpreting or translating professions.