Families and Children Letter 009
OFFICE OF FAMILIES AND CHILDREN

TO: Directors, Public Children Services Agencies
    Administrators, Title IV-E Courts

FROM: Jeffery Van Deusen, Deputy Director
       Office of Families and Children

DATE: May 17, 2021

SUBJECT: Supreme Court of Ohio Funding Opportunity

I would like to make you aware of two funding opportunities recently announced by the
Supreme Court of Ohio in collaboration with Ohio Department of Job and Family
Services, Office of Families and Children.

Legal Representation Pilot Request for Proposals
One of the Children Services Transformation Advisory Council recommendations in the
area of juvenile justice is to “support continued strategic collaborative efforts between the
Ohio Department of Job and Family Services and the Supreme Court of Ohio’s Advisory
Committee on Children and Families to create an implementation plan for
multidisciplinary legal representation for parents.” Therefore, the Supreme Court of
Ohio and the Ohio Department of Job and Family Services have partnered to create a
grant opportunity to fund multidisciplinary legal representation pilot projects. Eligible
applicants include Ohio juvenile courts, county public children services agencies,
regional legal aid offices, county public defender’s offices, law schools, social work
schools or universities, or any Ohio community entity positioned to support a pre-petition
and/or multi-disciplinary legal representation model. Applicants may consider two best
practice models of multi-disciplinary legal representation or pre-petition legal
representation for their pilot effort and can apply for up to $100,000 the first year with
possible additional funding for up to four years.

Applications are due to the Supreme Court of Ohio on June 25, 2021. For more
information, see the attached flyer.
Dual Status Request for Grant Applications

The Supreme Court of Ohio is awarding up to three grants for technical assistance from the Robert F. Kennedy National Resource Center for Juvenile Justice (RFK). This grant will provide intensive technical assistance and consultation toward the development of a coordinated and integrated child services and juvenile justice system that enhances the service provision and outcomes for dual status youth. Only Ohio Juvenile Courts are eligible to apply, however the project requires collaboration from the county children services agency. If you are interested in this opportunity, you are encouraged to reach out to your local court to partner on the application process.

Applications are due June 11, 2021. For more information, see the attached flyer.

Contact

If you have questions about these opportunities or other collaborative efforts with the Supreme Court of Ohio, please contact Tequilla Washington, Project Manager, Children’s Justice Act and the Courts at: Tequilla.Washington@jfs.ohio.gov.
The Supreme Court of Ohio

REQUEST FOR GRANT APPLICATIONS

Section 1: Overview and Background

The Supreme Court of Ohio is requesting grant applications for Legal Representation Pilot Programs for child welfare cases. Applicants will have the opportunity to consider implementing a pre-petition model and/or a multi-disciplinary model.

The Supreme Court of Ohio (Court) is the recipient of a Federal Health and Human Services, Children’s Bureau grant titled, Court Improvement Program (CIP). The mission of Ohio’s CIP grant is to mobilize the justice system and its partners to enhance the safety, well-being, and permanent home environments for children. A key priority of the Ohio’s CIP grant is to improve the quality of legal representation for children and parents. The Federal Children’s Bureau has encouraged state child welfare agencies and Court Improvement Programs to work together to ensure parents, children, and child welfare agencies receive high quality legal representation.¹

Due to the current COVID environment, Ohio CIP is placing specific focus on child welfare cases that might be adversely affected by the pandemic, specifically delaying reunification or permanency or families that may be at risk of their child(ren) being placed in foster care due to the pandemic. The pilot program is funded jointly by CIP funding and from the Ohio Department of Job and Family Services Children’s Justice Act funding.

The goals of the Ohio CIP Quality Legal Representation Pilot Program are twofold:

Prevention: Pre-Petition Legal Representation
- To provide high-quality legal representation to families at the time they need it;
- To maintain children safely in their homes and avoid foster care placements;
- To decrease trauma to children, youth and families by avoiding foster care placements;
- To provide preventative legal representation, social work services and peer support to avoid involvement in the child welfare and juvenile court systems;
- To provide peer support to parent(s) at risk of involvement in the child welfare or juvenile court system;
- To strengthen and empower parent(s) and families;
- Special focus on parent(s) that have been impacted by the COVID pandemic and are at risk of their child(ren) entering foster care.

Multi-Disciplinary Legal Representation
For those parent(s) and children involved in the Abuse Neglect and Dependency (AND) Juvenile Court System:

• To expedite time to safe reunification or permanency;
• To increase parent(s) engagement in case planning, services, court hearings, and out of court setting engagement with their attorney or legal team;
• To personally tailor case plans and services for parent(s);
• To increase visitation and parenting time;
• To reduce the length of time children, stay in foster care;
• Ultimately a cost savings to the state and county systems due to reductions of time children and youth spend in care;
• Special focus placed on parent(s) and children involved in the AND system and their case has been impacted by COVID causing court delays, case delays and/or delayed reunification or movement to permanency.

This funding opportunity is in response to:
• Current data on children and youth involved in the Ohio Child Welfare System and their case time to permanency;
• Recommendations from the Children Services Transformation Advisory Council Final Report;
• Results from the 2019 Ohio Hearing Quality Study; and
• Research findings that quality legal representation decreases the number of children removed from their home and placed in foster care and decreases time to permanency.²

Children’s Transformation Advisory Council’s Final Recommendations

In 2020 Ohio’s Governor Mike DeWine released the Children Services Transformation Advisory Council’s final report³, which included recommendations related to quality legal representation.

• Recommendation: Support continued strategic collaborative efforts between the Ohio Department of Job and Family Services and the Supreme Court of Ohio’s Advisory Committee on Children and Families to create and implementation plan for multidisciplinary legal representation for parents.
  Quality legal representation on behalf of all parties in the children services system improves outcomes for children and families. The Ohio Department of Job and Family Services and the Supreme Court of Ohio should explore the creation of a multidisciplinary legal representation model that mirrors the program designed by the Children’s Bureau within the United States Department of Health and Human Services.

• Recommendation: Strengthen guidance for all involved systems and parties in children services court cases to reinforce the established 12-month requirement for reunification and permanency, with possible six-month extensions when justified by family-specific needs.

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Partner with the Supreme Court of Ohio to review data regarding extensions, refiled proceedings, continuances, and appeals. Update guidance and improve education to courts and Public Children Services Agency staff regarding the use of extensions and the negative impact that unjustified extensions have on children and families. Explore options to utilize the Supreme Court of Ohio’s public-facing dashboard, as well as other data reporting mechanisms, to promote better outcomes and uniformity across the counties.

- **Recommendation:** Review Public Children Services Agency legal representation structures throughout the state.
Evaluate county models for legal representation. Determine best practices and opportunities for strengthened county partnerships that result in accountable, collaborative decision-making processes.

**Ohio Hearing Quality Study Final Report**

In 2019 Ohio Hearing Quality Study Final Report, by Dr. Alicia Summers, showed that when twelve Ohio Juvenile Courts Child Welfare hearings were reviewed, on average 56% of mothers had an attorney present for hearings and on average 39% of fathers had an attorney present for hearings. This is one of the recommendations of the Ohio Hearing Quality Study related to quality legal representation. The study found that on average there was low participation/advocacy by attorneys in the hearings. Few courts had attorneys available and/or appointed attorneys at Shelter Care Hearings consistently. Dr. Summers recommended that courts should be trained to consider potential strategies to ensure earlier appointment of attorneys. In addition, she recommended that Ohio attorneys need training to identify ways to increase advocacy and participation in hearings.4

**American Bar Association**

Ohio’s CIP has adopted the American Bar Association’s attributes of high-quality legal representation for children and parents in child welfare proceedings.5 For the purpose of this Request for Applications, attribute 2: Interdisciplinary/Multidisciplinary Practice Model and attribute 4: Timing of Appointment are most relevant to applicants. A link to the ABA attributes can be found at Appendix A. Based on the needs of parents and children involved in Ohio’s child welfare system and ABA’s attributes for quality legal representation, Ohio CIP is requesting applications for quality legal representation pilots in the area of Pre-Petition Legal Representation and/or Multi-Disciplinary Legal Representation pilot programs.

**Best Practices for Multi-Disciplinary Legal Representation**

Ohio’s CIP has adopted the best practices created by the Center for Family Representation in their Cornerstone Model.6

- Legal team members share decision-making about the case;

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5 American Bar Association [https://familyjusticeinitiative.org/advocacy/high-quality-representation/](https://familyjusticeinitiative.org/advocacy/high-quality-representation/)
6 Center for Family Representation [https://www.cfrny.org/](https://www.cfrny.org/)
• Each legal team member has a vested interest in the entire life of the case;
• All legal team members are fluid roles;
• All legal team members have respect for each team member and the expertise they bring to the case;
• All legal team members share consistent messages with the client.

High Quality Legal Representation Models Defined

**Pre-Petition Model**

A form of preventative legal advocacy, pre-petition legal representation aims to keep the family together, keep children safely in the home, and prevent the need for foster care.

Some pre-petition models receive client referrals directly from child welfare caseworkers, allowing advocates to quickly identify and assist with critical legal issues to help prevent unnecessary removals and ultimately keep families together. These cases involve a variety of issues such as pending evictions, unpaid child support, domestic violence, immigration status concerns, welfare denials, housing voucher terminations, and barriers to accessing medical care and education. The pre-petition attorneys collaborate with the child welfare agency to support the family and helps the child welfare agency staff recognize that unstable housing or other poverty issues are not neglect.⁷

Pre-petition services can fall into the category of meeting reasonable efforts. However, many parents do not have a right to legal representation until after their children have already been removed. Pre-petition prevention work provides services that prevent removal from happening and to show clients they are supported in their goal of family unification or preservation before a child welfare agency files a petition to remove a child.

Links to additional electronic resources on the pre-petition model may be found at Appendix A.

**Multi-Disciplinary Model**

Multi-disciplinary legal teams are made up of attorneys, social workers, and parent allies/advocates. The attorney, social worker and parent allies/advocate are equal members of the team. The attorney leads the process to create an individualized service plan for the family and provides direct legal services. The social worker assesses the family’s social work needs and provides referrals, case management, non-legal advocacy, and emotional support. The parent allies/advocate provides emotional support and helps families understand the importance of the services that will allow the client to keep their children safe and in their families.⁸

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⁸ University of Michigan, Detroit Center for Family Advocacy. Replication Manual
Parent allies are parents who are involved with the child welfare system and interested in using their experiences to support and empower other parents. Parent allies bring an invaluable perspective to pre-petition and multi-disciplinary work and can help gain client’s trust.

Links to additional electronic resources on the pre-petition model may be found at Appendix A.

Section 2: Requirements of Grant Applications

Applicants must include the following in their grant applications:

- Application narrative;
- Budget and budget narrative;
- Qualifications and experience of personnel involved in the grant-funded pilot project; and
- Written statements of support from community partners whose participation is considered essential to the success of the project.

Section 3: Period of Grant and Award Amount

Applicants may be selected to receive financial assistance to support the implementation of a pilot program. If the awarded entity meets the annual benchmarks, the grant may be renewed at various funding levels for up to four years based on the availability of funds.

The first-year project period will be fourteen months, beginning on August 1, 2021 and ending on September 30, 2022. The first year has two additional months to allow for planning, hiring and coordination to ensure pilot efforts start no later than October 1, 2021. It is permissible to have no expenditures for the first two months of project year 1.

<table>
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<th>Project Year</th>
<th>Project Period</th>
<th>Maximum Award</th>
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<td>August 1, 2021 – September 30, 2022</td>
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<tr>
<td>4</td>
<td>October 1, 2024 – September 30, 2025</td>
<td>$50,000</td>
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For the purpose of this grant application, a fourteen-month budget must be submitted. Subsequent years will have twelve-month budget periods and require a separate application. The grant funds are available only as reimbursement for expenses. Awarded courts must sign a grant award agreement that contains additional requirements for continued funding. An example grant award agreement is included at Appendix B.

Section 4: Eligibility

Applicants must meet each of the following eligibility requirements:

- Be authorized by an appropriate authority to submit an application.
• Be an Ohio juvenile court, Ohio county public children services agency, Ohio regional legal aid office, Ohio county public defender’s office, Ohio law school, Ohio social work school or university, or any Ohio community entity that is positioned to support the pre-petition and/or multi-disciplinary legal representation model.

• Be current on all governmental filings.

• Be in good standing with the State of Ohio, including no pending lawsuits, past actions, or findings.

Section 5: Grant Applications

Ohio is made up of eighty-eight diverse counties. With that in mind, we encourage creative collaboration within your region, county or city to implement a legal representation pilot.

Application Narrative

Applicants must submit a narrative responding to the requested information that follows. It must include a budget and budget narrative justifying each cost element. The budget request must be submitted in Excel using the budget template provided. The program and budget narratives must be on 8.5 x 11 pages with one-inch margins, written in 12-point Times Roman font (or similar), double-spaced with headers and footers identifying the applicant and page numbers and submitted in Word or as a PDF. Appendices may be included and submitted as a single PDF. All file names must include applicant name.

Address the following questions in your application narrative:

1. Describe the identified need in your community and include any available data on the specific need and/or related child or family population. Examples of data include:
   o Infants, children, youth that have been removed from their homes through the child welfare system;
   o Number of AND cases filed with the juvenile court;
   o Average length of case from petition to permanency;
   o Number of AND remaining open;
   o Number of cases reaching reunification or permanency;
   o Any trends observed in the above data.

Links to additional electronic resources on Ohio’s data sources may be found at Appendix A.

2. Describe the proposed pilot project.
   o Include your decision to choose multi-disciplinary and/or pre-petition pilot effort.
   o Describe the proposed individuals that will make up your legal team and how the legal team members will be funded (e.g., grant funds, other funding, or in-kind donation of time to the project).

3. Describe the target population to be served by your pilot project.
4. Describe how the proposed legal representation team with address protecting attorney-client privilege.

5. Describe what criteria will determine cases to be chosen for the pilot.

6. Describe the community partners committed to the pilot project and include a letter of support from each community partner(s). If the applicant is an entity other than a County Child Protective Service Agency or County Juvenile Court, please include a letter of support from each respective entity and describe the planned collaboration with the local Child Protective Services Agency and County Juvenile Court.

7. Describe your willingness and ability to collect data and track program outcomes for the children and/or families to be served by the pilot.

8. Indicate if it is possible to identify a similar case size comparison group using the same qualifying criteria that could be randomly selected and the same data tracked for both groups to help evaluate the effectiveness of the program. The comparison group would receive services as usual without the assistance of a multi-disciplinary team.

9. Describe the tentative, anticipated outcomes to track in your pilot project. Describe your understanding and willingness to use the pilot data for continuous quality improvement.

**Data**

Data to consider as tracking measures regarding multi-disciplinary pilots:

**General**
- Demographic data of parent(s) and infant, youth or children.

**Timely Appointment**
- Percentage of attorney appointments for parents made before the first court appearance required by state/tribal statute (e.g., 72-hour hearing/removal hearing/shelter care hearing/continued custody hearing/show cause hearing);
- Percentage of attorneys appointed at the first hearing.

**Access to Multi-Disciplinary Legal Team**
- Percentage of cases linked to a parent representation legal team;
- Percent of cases that have access to social workers as part of the legal team;
- Percent of cases that have access to parent partners/mentors/advocates as part of the legal team;
- Length of time of children in out of home placement for cases assigned the multi-disciplinary team;
- Any cost savings due to a reduction in out of home placement.

**Attorney In Court Advocacy**
- Increased promotion of case plans (through attorney motions files and social worker or parent advocate presence);
• Increased referrals to community services and/or resources;
• Increased attendance of parent’s attorney at hearings;
• Increased advocacy efforts in the first 90 days of the case, understanding the urgency of this time period for the family;
• Attorney advocacy for appropriate services and visitation/family time for parents;
• Number of motions filed by parents’ court appointed attorneys.

*Attorney Out of Court Advocacy*
• Increased number of out of court setting meetings with legal team members;
• Increased referrals to community services and/or resources;
• Reduction in time from petition to permanency;
• Reduction in number of child placement moves;
• Reduction in case continuances, refiling of cases, extensions, continuations and appeals;
• Increased parenting time;
• Increased reunifications;
• Attendance of parents at hearings;
• Attendance of legal team members at out of court key case events such as mediation, family team meetings, etc.

*Data to consider tracking on pre-petition pilots:*
• Number of families that have an attorney appointed at the time the child welfare agency becomes involved with the family;
• Identified risk categories and/or risk levels of cases assigned to prevention attorneys during time period under review;
• Number of avoided removals of child(ren) into out of home placement;
• Number of attorney appointments for parents made before a petition being filed;
• Increased referrals to community services and/or resources;
• Number of pre-petition cases in which petitions are subsequently files, within six to twelve months;
• Number of pre-petition cases in which children are subsequently removed, within six to twelve months;
• Number of pre-petition cases in which children are not removed which receive a new re-referral of abuse, neglect or dependency which is substantiated within six months of the pre-petition appointment.

The above data measures are suggested examples, but others specific to your county, community, region, or pilot effort may be included.

*Assurances*
10. Indicate in the narrative if you are able to meet the following requirements:
   a. Hire or utilize an existing staff person responsible for coordination of the pilot project.
   b. Ability to complete and timely submit monthly or quarterly reports and invoices for reimbursement.
c. Assurance that local funds are not available to support this pilot program thus ensuring federal grant funds are not supplant.

**Applicant Information**

11. Provide the following information in your narrative:
   a. Applicant and county name;
   b. Name and contact information of the person responsible for supervising the pilot project;
   c. Name and contact information for the person responsible for handling daily operations;
   d. Name and contact information of the person responsible for fiscal matters;
   e. Name and contact information of the person responsible for submitting the quarterly and annual data and program reports;
   f. Applicant’s tax id number;
   g. Applicant’s DUNS number.

**Budget**

12. Provide a detailed budget with the amount of funding requested for the first year, up to $100,000.00. Please use the budget template found at Appendix E.

13. Provide a budget narrative. The budget narrative should explain how each of the costs in the budget contribute to the overall pilot project and the objectives of the funding. All costs must align with federal allowability and U.S. Health and Human Services limits.
   a. **Personnel and Fringe Benefits.** Include all personnel contributing to the project, percentage of time each person is committed to the project and their role.
   b. **Travel.** Include estimated travel for personnel contributing to the project. Travel may include mileage for local and statewide travel in direct relationship to the program implementation.
   c. **Equipment/Technology.** Funding may include software and other proposed technology enhancements required for the proposed pilot program. Computer hardware (i.e., tablets, laptops) is not allowable unless central to accomplishing the pilot project.
   d. **Supplies.** Includes office supplies, printing, postage and other related costs used for the proposed pilot program.
   e. **Contractual.** Includes any anticipated contract needed to implement the proposed pilot program.
   f. **Training.** May include conference registration costs for personnel funded under this pilot project and topics directly related to the pilot effort. In addition, funding may be used for community training events directly related to promoting the pilot project. *Food is not an eligible expense.*
   g. **Other.** Please describe any other funding need that does not fit in another budget category. Provide justification that the need correlates with the implementation of the pilot project.
   h. **Indirect.** To include, applicant must have a federally approved indirect cost rate and a copy of the agreement must be attached.
   i. **Total Budget Amount.** May not exceed $100,000.00 in project year 1.
For allowability questions, please contact Debra Copeland at grants@sc.ohio.gov.

**Compliance**

14. Complete and submit the FFATA form. The template may be found at Appendix C.

**Information Session**

An information session via Zoom will be held on May 7, 2021 beginning at 3:00 pm EST with representatives from the Supreme Court of Ohio. Questions may be submitted up to one day prior to the session to debra.copeland@sc.ohio.gov. Questions will also be received during the session. Entities with an interest in applying for this grant opportunity are strongly encouraged to participate. A recording of the information session will be available on the Supreme Court of Ohio website on the funding opportunities page.

Topic: Legal Representation RFP Informational Session  
Time: May 17, 2021 03:00 PM Eastern Time (US and Canada)

Join Zoom Meeting  
https://zoom.us/j/95091044874?pwd=TU41dEs1YUtNYINNY25jVGwzL2RYUT09  
Meeting ID: 950 9104 4874  
Passcode: 158273

**Section 6: Grant Proposal Evaluation Criteria**

A review committee comprised of Court staff and representative(s) from Ohio Department of Job and Family Services will evaluate grant applications using the following criteria:

1. Capacity for collaborative, multi-system partnerships;
2. Collaboration with local child welfare and juvenile court;
3. Adherence with the ABA Attributes of high-quality legal representation;
4. Demographics and current county climate;
5. Planned data collection and analysis;
6. Budget and narrative; and
7. Feasibility of proposed project.

**Section 7: Reporting Requirements**

The successful applicant must provide to the Court quarterly program and data reports as determined by the Court. The Court anticipates successful applicants will conduct the pilot project in ways that are responsive to pandemic safety standards in place at the time of implementation.

**Section 8: Payment of Grant**

Successful applicants will receive payment on a reimbursement basis following the successful submission of a monthly or quarterly invoice and substantiating documentation and following receipt of a fully executed Grant Award Agreement.
Section 9:  Terms and Conditions

(A)  Rights of the Court

The Court reserves the right to refuse to fund applicants, propose different funding amounts in appropriate circumstances, and decline to fund any applicants should the Court not find any proposals acceptable.

Furthermore, the Court reserves the right to terminate a grant agreement and recoup any funds misspent by an applicant or are not spent effectively to complete the applicant’s proposal. The Court may conduct site visits to observe and evaluate grant programs.

The Court reserves the right to audit successful applicants to ensure compliance with the terms set forth in the application or grant agreement.

(B)  Requirements of successful applicants

Successful applicants will be required to do all of the following:

- Utilize grant funds to implement the program as described in the application;
- Meet all stated objectives of the Request; and
- Execute a Grant Award Agreement with the Supreme Court of Ohio. A sample Grant Award Agreement is attached at Appendix B.

Section 10:  Submission of Grant Applications

Completed applications must be submitted electronically to grants@sc.ohio.gov with LEGAL REPRESENTATIVE PILOT in the subject line no later than June 25, 2021 by 5:00 p.m. Late applications will not be accepted. Applicant courts shall receive an email response confirming receipt of the application. Award announcements are planned for approximately July 15, 2021.

Section 11:  Contact Information

For questions or technical assistance regarding the application process, please contact Debra Copeland, Policy Analyst at debra.copeland@sc.ohio.gov.

Section 12:  Applicable Policies

Applicants seeking grants from the Supreme Court of Ohio are subject to the Court’s policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.
Section 13: Attachments

Appendix A  Online Legal Representation Resources
Appendix B  Sample Grant Award Agreement
Appendix C  Federal Accountability and Transparency Act Form
Appendix D  Court’s Policies
Appendix E  Budget Template
APPENDIX A

Legal Representation Resources
APPENDIX A

LINKS TO RESOURCES

Pre-Petition Legal Representation

ABA Prepetition Legal Representation Webinar

Supporting Early Legal Advocacy before Court Involvement in Child Welfare Cases

Family Justice Initiative Attribute 4: Timing of Appointment

New Jersey Pre-Petition & Multi-Disciplinary Model Example

Casey Foundation: Preventative Legal Support

Iowa Pre-Petition Model Utilizing Legal Aid

Multi-Disciplinary Legal Representation

Attributes of High-Quality Legal Representation for Children and Parents in Child Welfare Proceedings

ABA Multi-Disciplinary Legal Representation Webinar

ABA Webinar Lightness in the Dark: Success Stories from Interdisciplinary Legal Defense Teams

Providing Parents Multidisciplinary Legal Representation Significantly Reduces Children’s Time in Foster Care by Martin Guggenheim and Susan Jacobs

Ohio Data Resources

Ohio’s Interactive Children Services Dashboard

Public Children Services Association of Ohio Factbook

Supreme Court of Ohio
APPENDIX B

The Court’s Grant Award Agreement Example
GRANT AWARD AGREEMENT

By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and ______________ (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Child Welfare Legal Representation Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number ______ (“Application”), in response to Request for Grant Applications (“Request”). A copy of the Application and Request are attached at Appendices A and B and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

Section 2: Responsibilities of the Court

The Court shall pay Recipient $________ to complete the Project pursuant to the terms and conditions of this Agreement. The Court will issue payment on a reimbursement basis.

Section 3: Responsibilities of Recipient

A. Recipient shall implement and maintain the Project pursuant to the terms and conditions of this Agreement.

B. The Recipient agrees to confirm implementation and maintenance with Project grant funds by providing monthly or quarterly invoices and project status reports, and a final report by email to the Court pursuant to Section 6 of this Agreement and the following schedule:

C. Recipient shall ensure that all equipment, software, or materials purchased for the Project are and remain Recipient’s property unless the Court is notified and gives express written consent to the sale, donation, or other disposal of the equipment, software, or materials. The Court maintains a right of first refusal. If the Court owns any equipment, software, or materials purchased for the Project, the Court will transfer ownership of it to Recipient at the conclusion of the grant.

D. Recipient shall maintain adequate supporting records that are consistent with generally accepted accounting practices and Recipient’s purchasing policies and practices.

E. Recipient shall provide the Court with an audit report conducted in accordance with generally-accepted accounting practices. The audit report shall be provided within six months following the close of Recipient’s fiscal year during the term of this Agreement. If an audit report is not available for Recipient through its local governing authority, the Court may require the audit
APPENDIX B

be completed by a certified public accountant, the costs of which may not be charged to the grant. A copy of the Court’s Guidelines for Audit of Grant Award Funds is attached at Appendix C.

F. Recipient shall allow the Court and its authorized representatives access to all records kept pursuant to this Project for the purpose of any audit and examination relative to this Agreement.

G. The Court reserves the right to request the reimbursement of all distributed Project grant funds if Recipient fails to comply with this Agreement.

I. The Recipient shall comply with all federal requirements set forth in the Court Improvement Program Notice of Award for award number 2001OHSCIP awarded to the Court from the U.S. Department of Health and Human Services, Children’s Bureau, which are attached to this Agreement as Appendices D and E.

Section 4: Use of Grant Funds

A. Recipient agrees that there shall be no substantial variance from its use of grant funds as submitted in its Application and approved by the Court, without the Court’s prior written approval.

B. Project grant funds shall be expended only for one-time costs, with any resulting maintenance or ongoing support costs being Recipient’s responsibility.

C. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the grant activities. Under these conditions, the Court may terminate the grant and require the return of unexpended funds.

D. Recipient agrees that any grant funds not spent or committed for the grant activities shall be returned to the Court within 60 days of this Agreement’s expiration.

E. Project grant funds shall not be expended to support any political campaign; attempt to affect the political opinion of the general public or any segment thereof; or communicate with any member or employee of Recipient who may participate in the formulation of legislation, other than through making available the results of nonpartisan analysis, study, and research.

F. Recipient agrees that grant funds shall not be co-mingled with other funds and any interest earned on grant funds shall be accounted for separately.

Section 5: Payment Process

A. The Court will distribute Project grant funds to Recipient on a reimbursement basis. The funds shall be used to purchase items as quoted in the Application.

B. Project grant funds shall not be made for an expense unless it is specified in this Agreement or has been approved in advance by the Court.

C. Project grant funds shall be disbursed on a reimbursement basis either monthly or quarterly following receipt of the executed Agreement upon receipt of an invoice and program report.
Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the grant funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through September 30, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court’s written notice of default.

C. Except as provided in Section 9 of this Agreement, if the Court terminates this Agreement, the Court shall be responsible for reimbursing Recipient for all expenses incurred by Recipient prior to the date on which Recipient receives written notice of termination. Such written notice of termination may be sent by email.

Section 9: Force Majeure

A. As used in this section, “force majeure” means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement, other than a payment obligation, because of force majeure, the following shall apply:

1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;
2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties’ understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

This Agreement shall be construed and interpreted, and the parties’ rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.

Section 14: Responsibility for Claims

A. Recipient agrees to be responsible for any injury or damage occurring during performance of activities under this Agreement to the extent such injury or damage is caused by Recipient’s negligence or willful misconduct.

B. Neither the Court nor Recipient shall be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.
Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the provider of mediation services.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court’s policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix D.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court’s written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 20: Contacts

The Court’s contact with regard to this Agreement is:

Debra Copeland
Program Analyst
Debra.Copeland@sc.ohio.gov
937-508-7800

Recipient’s contact with regard to this Agreement is:
APPENDIX B

The parties have executed this Agreement as of the date(s) noted below.

<table>
<thead>
<tr>
<th>THE SUPREME COURT OF OHIO</th>
<th>[NAME OF RECIPIENT]</th>
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<tbody>
<tr>
<td>[insert name]</td>
<td>[insert name]</td>
</tr>
<tr>
<td>Date</td>
<td>Date</td>
</tr>
<tr>
<td>Administrative Director</td>
<td>[title]</td>
</tr>
</tbody>
</table>
APPENDIX C

The federal agencies’ Federal Funding Accountability and Transparency Act form
INSTRUCTIONS
Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 requires the full disclosure to the public of all entities or organizations receiving federal funds. The intent of FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA requires information on federal awards be made available to the public via a single, searchable website. Federal awards include grants, subgrants, loans, awards, cooperative agreements and other forms of financial assistance as well as contracts, subcontracts, purchase orders and delivery orders.

The Supreme Court of Ohio (Court) is required to report information on subgrantees receiving federal funds on the Federal Subaward Reporting System at http://fsrs.gov. To comply with the reporting requirements under FFATA, the Court requires that you provide certification regarding the applicability of certain criteria to your organization using the FFATA Certification Form below. All Court subgrantees must submit the certification form.

FFATA and subsequent rules published by the White House, Office of Management and Budget (OMB) require that subgrantees have a Data University Number System (DUNS) Number and an active registration on the System for Award Management (SAM). A DUNS number is required to complete the FFATA Certification.


Complete and return the FFATA Certification Form to the Procurement Officer or Grant Administrator at the Supreme Court of Ohio, who notified you of this requirement.
CERTIFICATION FORM
Federal Funding Accountability and Transparency Act (FFATA)

The certifications enumerated below represent material facts upon which the Supreme Court of Ohio (Court) relies when reporting information to the federal government required under federal law. If the Court later determines that the Subgrantee knowingly rendered an erroneous certification, the Court may pursue all available remedies in accordance with Ohio and U.S. laws. Duly Authorized Representative (Signor) further agrees that it will provide immediate written notice to the Court if at any time Signor learns that any of the certifications provided below were erroneous when submitted or have since become erroneous by reason of changed circumstances.

If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to the Court detailing which of the below statements it cannot certify and why.

1. In the previous tax year, did your organization have gross income, from all sources, under $300,000?
   - [ ] Yes – skip questions 2 and 3 and answer question 4
   - [ ] No – proceed to question 2

2. In the preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal contracts, loans, awards, grants and cooperative agreements, and $25,000,000 or more in annual gross revenues from federal contracts, loans, awards, grants and cooperative agreements?
   - [ ] Yes – proceed to question 3
   - [ ] No – skip question 3 and answer question 4

3. Does the public have access to information about the highly compensated officers/senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a) or section 6104 of the Internal Revenue Code of 1986?
   - [ ] Yes – proceed to question 4
   - [ ] No – provide the names and total compensation for your organization’s top five highly compensated officers/senior executives in the chart then proceed to question 4
The Supreme Court of Ohio

Top 5 Highly Compensated Officers or Senior Executives

<table>
<thead>
<tr>
<th>First/Last Name</th>
<th>Annual Compensation</th>
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4. As the duly authorized representative (Signor) of the Subgrantee, I hereby certify that the statements made by me in this certification form are true, complete, and correct to the best of my knowledge.

_____________________________
Printed Name of Authorized Representative

X ____________________________
Signature of Authorized Representative Date

_____________________________
Title of Authorized Representative

_____________________________
Legal Name of Subgrantee

_____________________________
Doing Business As (if applicable)

_____________________________
Address

_____________________________
Principal Place of Performance (if different)

_____________________________
DUNS Plus 4 U.S. Congressional District

Office Use Only

Subaward # _____________ Award $___________ SAM Cleared ☐ YES ☐ NO
Grant Award Number(s) _______________________________________
APPENDIX D

The Court’s EEO, Discrimination, Drug-free and Weapons-free Workplace Policies

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 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
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

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
REQUEST FOR TECHNICAL ASSISTANCE GRANT APPLICATIONS

Section 1: Overview

The Supreme Court of Ohio (“Court”) is soliciting grant applications for the expansion of the Dual Status Youth Technical Assistance Project (“Project”). Up to three applicant courts will be competitively selected to receive technical assistance from the Robert F. Kennedy National Resource Center for Juvenile Justice (“RFK”). Successful applicants shall receive intensive technical assistance and consultation toward the development of a coordinated and integrated child welfare and juvenile justice system to enhance the service provision and outcomes for maltreated youth.

Administered through the Children and Families Section of the Supreme Court of Ohio, the purpose of the Project is to remove barriers to the efficient and effective administration of justice for children and families, strengthen engagement between the courts, families, children and system partners, and promote cross-system collaboration and data sharing as part of the Court Improvement Program grant. The technical assistance provided under this Request for Technical Assistance Grant Applications (“Request”) is funded entirely by the State Court Improvement Program in accordance with Section 438 of the Social Security Act. Successful applicants must comply with all applicable federal laws.

RFK utilizes proven tools, procedures, protocols, and publication resources developed and utilized over the past fourteen years. The following are examples of the resources utilized by RFK:


The Court shall contract with RFK to deliver technical assistance services to successful applicants. RFK will utilize a four-phase framework to provide technical assistance and consultation to successful applicants, child welfare, and other relevant youth-serving organizations to positively impact outcomes for vulnerable and disadvantaged youth. Within the four-phase framework, RFK will address the following:

1. Readiness and leadership, collaborative governance, and mobilization.
2. Analytical examination including:
   - Data collection, management, and performance measurement.
   - Screening, assessment and structured decision making.
• Fiscal and workforce resource inventory.
• Legal and policy analysis (information sharing, confidentiality provisions).

3. Practice and policy findings and recommendations - development of an action strategy including:
• Protocols.
• Policies.
• Procedures.

4. Implementation and evaluation including:
• Principles of implementation science (endorsement, prioritization, infrastructure, sequencing, timelines, and responsibilities).
• System performance measures and youth outcomes with accompanying measures.

RFK will provide on-site and off-site consultation to support the Project over a period of up to fifteen months. Due to the current COVID environment, on-site consultation will occur per the discretion of the local Court. The technical assistance process will occur as follows:

1. Phase 1: Mobilization and Advocacy
   • Readiness (1-3 Months Prior to Launch)
   • Month 1 (On-Site Technical Assistance)

2. Phase 2: Study and Analysis
   • Month 2 (On-Site Technical Assistance)
   • Month 3 (Off-Site Technical Assistance)
   • Month 4 (Off-Site Technical Assistance)
   • Month 5 (On-Site Technical Assistance)

3. Phase 3: Action Strategy
   • Month 6 (Off-Site Technical Assistance)
   • Month 7 (On-Site Technical Assistance)
   • Month 8 (Off-Site Technical Assistance)

4. Phase 4: Implementation
   • Month 9 (Off-Site Technical Assistance)
   • Month 10 (On-Site Technical Assistance)
   • Month 11 (Off-Site Technical Assistance)
   • Month 12 (On-Site Technical Assistance)

Successful applicants shall work towards the following system and youth and family outcomes:

1. System
   • Improved data collection and information sharing across youth-serving systems.
   • Effective use of multidisciplinary teams and cross-system assessment methodologies.
   • Enhanced access to targeted, evidence-based intervention services, including those that address trauma.
   • Effective protocols and procedures to ensure consistent use of targeted evidence-based interventions.
• Effective cross-system case management, case supervision, and coordination of service plans.
• Effective and efficient court process.
• Efficient use of limited financial resources.
• Reduced reliance on costly and ineffective placement and incarceration.
• Improved outcome tracking and trend analysis.
• Effective engagement of the family in decision-making processes.
• Reduced racial and ethnic disparities.

2. Youth and Family
• Reduced recidivism.
• Reduced use of and length of stay in detention.
• Improved educational performance.
• Increased involvement in pro-social activities.
• Improved behavioral health functioning.
• Increased stability in-home or placement.
• Improved family functioning.
• Ensured connection to a supportive, caring adult.
• Increased development of social competencies.

3. Creation of the following products:
• A county-specific manual containing the enhanced policies, procedures, practices, and protocols.
• Lessons learned from the technical assistance process.
• An evaluation design.
• An array of replicable solutions for additional Ohio counties that would seek to achieve enhanced case planning for dual status youth.

The Court will consider grant awards to applicants who complete a grant application.

Section 2: Requirements of Grant Applications

The Dual Status Youth Technical Assistance Project grant is intended to assist Ohio counties in developing a multi-disciplinary strategy that will enhance the service provision and outcomes for maltreated youth. Applicants must include all of the following in their grant applications:

• Actively participate in up to fifteen months of technical assistance including on-site visits and off-site communications. Provide a venue and printed materials for each on-site visit.
• Meet all stated objectives of the technical assistance award.
• Execute a Technical Assistance Award Agreement with the Court. A sample Agreement is available herein as Appendix A.
• Cooperate with Technical Assistance provider who will provide quarterly updates on the technical assistance project.

Quarter 1 Report (Month 1-3 of Technical Assistance)
• Attendance records from all stakeholder meetings that identifies name, title and respective organizations in attendance.
• Executive and subcommittee roster of members and goals of each committee.
• Executive and subcommittee meeting minutes and attendance records.
• Progress towards target population identification.
• List of initial youth and family outcomes.
• Data sources identified from each system that are collected by each system.
• Data collection and sharing issues or barriers.
• Legal issues identified that relate to Dual Status Youth.
• Process maps.
• Key decision points in the case flow that could affect cross system work.
• Identified barriers and culture that require strategies for change.
• Key data elements identified.
• Quarterly check in: review of the process after the conclusion of the quarter. Share lessons learned that could benefit other Ohio counties that navigate the RFK technical assistance process.

Quarter 2 Report (Month 4 – 6 of Technical Assistance)
• Attendance records and minutes from all on-site visits or committee meetings.
• Procedures for routine identification of the target population.
• Outcome measurements for system and youth.
• Development of a collaborative agreement.
• Subcommittee findings and recommendations.
• Identified resistance, barriers or unintended consequences.
• Action strategy.
• Identified resources needed for proposed change.
• Qualitative research strategies.
• Finalized subcommittee reports and recommendations.
• Priorities for action.
• Strategy for stakeholder feedback.
• Quarterly check in: review of the process after the conclusion of the quarter. Share lessons learned that could benefit other Ohio counties that navigate the RFK technical assistance process.

Quarter 3 Report (Month 7 – 9 of Technical Assistance)
• Attendance records and minutes from all on-site visits or committee meetings.
• Updates on stakeholder feedback.
• Updates on action strategy.
• Products identified that are necessary to support the action strategy.
• Implementation management team roster.
• Planning tools for implementation that have been developed.
• Quarterly check in: review of the process after the conclusion of the quarter. Share lessons learned that could benefit other Ohio counties that navigate the RFK technical assistance process.
Quarter 4 Report (Month 10 – 12 of Technical Assistance)

- Attendance records and minutes from all on-site visits or committee meetings.
- Progress on development of a training plan.
- Progress on development of an implementation evaluation plan.
- Progress implementing new dual status practices.
- Final evaluation plan.
- After reviewing implementation progress, any findings (adjustments needed, additional barriers, surprises, etc.).
- Stakeholder meeting attendance records.
- Sustainability plan.
- Quarterly check in: review of the process after the conclusion of the quarter. Share lessons learned that could benefit other Ohio counties that navigate the RFK technical assistance process.
- Notify the Court in writing immediately of a decision to decline or discontinue the Project.

Section 3: Period of Grant

The project period will be for up to 15 months beginning on July 15, 2021 and ending on September 30, 2022.

Section 4: Eligibility

Applicants must meet each of the following eligibility requirements:

- Be authorized by an appropriate authority to submit an application.
- Be a juvenile court in the state of Ohio.
- Applicant courts must commit to at least six on-site visits (allowances made based on the local status of the COVID-19 pandemic) and ongoing collaboration with RFK and the four-phase approach.
- Courts previously awarded a technical assistance engagement with RFK are not eligible applicants.

Section 5: Grant Applications

Applicants must submit a response to each of the questions in the application. Applicants should create a separate 8.5 x 11 document with one-inch margins, written in 12-point Times Roman font (or similar), double-spaced with a header identifying the applicant, and footer with page numbers. In addition, applications must contain headings throughout that clearly identify which question is being answered. The response should be no more than a total of 15 pages and may be submitted as a Word document or as a PDF. Appendices may also be submitted and should be sent as one PDF. Appendices are not counted toward the maximum number of pages.

Applicant courts must respond to all required questions on the application. Completed applications must be submitted electronically to grants@sc.ohio.gov no later than June 11, 2021 by 5:00 p.m. with DUAL STATUS in the subject line. Applicants will receive an email reply confirming receipt
of your application. The application must be submitted by the eligible court. Late applications will not be accepted.

**Information Session**
An information session via Zoom will be held on May 11, 2021 beginning at 4:00 pm EST with representatives from the Supreme Court of Ohio and RFK National Resource Center. Questions may be submitted to grants@sc.ohio.gov up to one day prior to the session. Questions will also be received during the session. Courts with an interest in applying for this grant opportunity are strongly encouraged to participate.

Zoom Information Session
Topic: Dual Status Youth RFP Informational Meeting
Time: May 11, 2021 4:00 PM Eastern Standard Time (US and Canada)

Join Zoom Meeting
https://zoom.us/j/94876760208?pwd=NXZpZEpkeEh0bvtQL3FYR29tQ0RkUT09
Meeting ID: 948 7676 0208
Passcode: 402908

Please respond to the following questions in the format detailed above.

1. **Capacity for Collaborative Multi-System Partnership and Engagement**
   a. Name of the applicant court and judge that will oversee the project.
   b. Identify decision-making, leadership staff from applicant court and child welfare responsible for project implementation including name, title, and project role for each person. Discuss evidence of the strength of the commitment to enhancing and implementing practice reforms.
   c. Describe current or planned collaboration and/or coordination between the applicant court and child welfare. For current collaborative partnerships, discuss existing policies or protocols that reflect these efforts.
   d. Describe the community stakeholders that will partner on this project. Detail existing or planned partnerships and collaborative efforts.
   e. Document the level of commitment from the applicant court and the child welfare partners through signed letters of support. Additional stakeholder letters of commitment or support are not required, but will strengthen the application and may be included.

2. **Capacity to Complete Analytical, Technical Assistance Process**
   a. Briefly describe the process in which the applicant court and child welfare currently share data (e.g., is the data individual or aggregate, how often, etc.). If data is not currently shared, please discuss potential opportunities to share data and identify barriers.
b. Briefly describe staff that have data expertise from applicant court and child welfare committed to contributing to the technical assistance project implementation.

3. **System Coordination and Outcomes**

   a. Describe the structure and/or practices currently utilized by applicant court and child welfare to track system outcomes.

   b. Describe existing collaborative or related efforts, if any, that would complement this project. Provide a brief description of who led and participated in the effort, its goals, key activities, and notable accomplishments.

4. **Demographics**

   a. Describe your county demographics:
      1. County seat;
      2. Total county population;
      3. Annual child welfare, delinquency, and unruly caseloads;
      4. If available, existing data on dual status youth; and
      5. Other relevant data or information.

   b. Describe past or ongoing efforts, if any, which could conflict with project implementation. Provide a brief description of the issues that shape this response.

   c. Describe the primary reason for your decision to apply for this opportunity. For example, are there additional local goals and outcomes that complement the articulated goals of this project?

   d. What barriers or risk factors exist that must be addressed for this technical assistance project to be successful? What suggestions do you have to mitigate those barriers or risk factors?

   e. What other information should the review committee know that makes the applicant court a strong candidate for participation in this technical assistance grant?

**Section 6: Evaluation Criteria**

Funding priority shall be given to applicant courts with the highest scores in four priority categories:

1. Capacity for collaborative, multi-system partnerships;
2. Capacity to complete the analytical, technical assistance process;
3. System coordination and outcomes; and
4. County demographics
A review committee shall score each application based on the evaluation criteria. Up to three applications with the highest combined score shall be recommended to receive a technical assistance award.

Section 7: Reporting Requirements

Successful applicants shall cooperate with the technical assistance provider, who will provide the Court with quarterly reports on technical assistance progress.

Section 8: Payment of Grant

The Court agrees to reimburse the RFK, the technical assistance provider, for the purpose of providing technical assistance. The successful applicant shall not receive funds directly and may not incur expenses related to the execution of this Project for reimbursement by the Court. The Court shall directly reimburse RFK for services provided to successful applicants.

Section 9: Terms and Conditions

(A) Rights of the Court

The Court reserves the right to refuse to fund applicants, propose different funding amounts in appropriate circumstances, and decline to fund any applicants should the Court not find any proposals acceptable.

Furthermore, the Court reserves the right to terminate a grant agreement and recoup any funds misspent by an applicant or are not spent effectively to complete the applicant’s proposal. The Court may conduct site visits to observe and evaluate grant programs.

The Court reserves the right to audit any successful applicant to ensure compliance with the terms set forth in the application or grant agreement.

(B) Requirements of successful applicants

Successful applicants will be required to do all of the following:

- Utilize grant funds to implement the program as described in the application.
- Meet all stated objectives of the Request.
- Execute a Grant Award Agreement with the Court. A sample Grant Award Agreement is attached as Appendix A.

Section 10: Submission of Grant Applications

Completed applications must be submitted electronically to grants@sc.ohio.gov no later than June 11, 2021 by 5:00 p.m. with DUAL STATUS in the subject line. Late applications will not be accepted. Applicant courts shall receive an email response confirming receipt of the application. Award announcements are planned for approximately June 30, 2021.
Section 11: Contact Information

For questions or technical assistance regarding the application process, please contact Debra Copeland, Policy Analyst at debra.copeland@sc.ohio.gov or grants@sc.ohio.gov.

Section 12: Applicable Policies

Applicants seeking grants from the Supreme Court of Ohio are subject to the Court’s policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). The Court’s policies are attached as Appendix B.

Section 13: Attachments

Appendix A Sample Grant Award Agreement
Appendix B Supreme Court of Ohio’s Policies
By this Grant Award Agreement (“Agreement”), entered into by and between the Supreme Court of Ohio (“Court”) and [insert name] (“Recipient”), both parties agree as follows:

Section 1: Purpose

The purpose of this Agreement is to set out the parties’ duties and responsibilities for the Dual Status Youth Technical Assistance Project (“Project”). The Project shall be implemented pursuant to Recipient’s application number [000] (“Application”), in response to Request for Grant Applications for Dual Status Youth Technical Assistance Project (“Request”). A copy of the Request is attached at Appendices A and are incorporated as though fully rewritten herein, but only to the extent they do not conflict with the terms of this Agreement.

The purpose of the grant, administered through the Children and Families Section of the Supreme Court of Ohio, is to remove barriers to the efficient and effective administration of justice for children and families, strengthen engagement between the courts, families, children and system partners, and promote cross-system collaboration and data sharing as part of the Court Improvement Program Grant. Technical assistance provided under this Agreement is funded by the State Court Improvement Program in accordance with Section 438 of the Social Security Act. The Recipient must comply with all applicable federal laws.

Section 2: Responsibilities of the Court

The Court agrees to reimburse the Robert F. Kennedy National Resource Center for Juvenile Justice (RFK), the technical assistance provider, up to $52,000.00 for the purpose of providing technical assistance to the Recipient.

Section 3: Responsibilities of Recipient

A. The successful applicant must cooperate with the technical assistance provider who will provide the Court with quarterly reports on technical assistance progress.

Section 4: Use of Technical Assistance

A. Recipient agrees that there shall be no substantial variance from its use of the technical assistance as submitted in the technical assistance award and approved by the Court, without the Court’s prior written approval.

B. Recipient agrees to notify the Court if Recipient encounters difficulties in the performance of or is unable to proceed with the technical assistance activities. Under these conditions, the Court may terminate the agreement and release the remainder of the technical assistance.
Section 5: Payment Process

A. The Recipient shall not receive payment or funds directly. The Court shall directly reimburse the Robert F. Kennedy National Resource Center for Juvenile Justice, the technical assistance provider, for services provided to the Recipient. The Recipient may not incur expenses related to the execution of this Project for reimbursement by the Court.

Section 6: Copyright and Rights to Use

The Court and any person, agency, or instrumentality assisting in the work performed under this Agreement shall have unrestricted authority to reproduce, distribute, and use, in whole or in part, any submitted report, data, or material and any other copyrighted material incorporated therein. No report, document, or other material produced, in whole or in part, with the technical assistance funds shall be subject to copyright in the United States or any other country. Recipient shall relinquish any and all copyrights and privileges to the evaluation model, data collection process, and data developed under this Agreement, and any other copyrighted material incorporated therein.

Section 7: Public Records

Recipient understands this Agreement and all documents contained in or incorporated into it are presumed to be public records. The Court is required to allow the public to inspect and obtain copies of public records in accordance with Rules 44 through 47 of the Ohio Rules of Superintendence.

Section 8: Effective Date, Default, and Termination

A. This Agreement shall be effective from the date of the last signature below through September 30, 2022.

B. Except as provided in Section 9 of this Agreement, Recipient defaults under this Agreement if (1) Recipient fails to timely perform or observe any of its obligations under this Agreement, or (2) Recipient withdraws from the Project and does not remedy the failure or withdrawal within five business days of the Court’s written notice of default.

Section 9: Force Majeure

A. As used in this section, “force majeure” means acts of God, such as lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather or natural calamity; epidemics, pandemics, restraint of government and people, explosions, war, strikes, and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care and that is beyond the reasonable control of the party.

B. If either party is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure, the following shall apply:
1. If delayed, the time for performance or observance of the obligation shall be extended for a period equal to the time lost because of the force majeure event;

2. If prevented, the party shall be excused from performing or observing the obligation, to the extent the party took all commercially reasonable steps to mitigate or avoid the effects of the force majeure event.

C. A party that is delayed in or prevented from performing or observing any of its obligations under this Agreement because of force majeure shall provide the other party with prompt written notice.

Section 10: Change or Modification

A. This Agreement and all materials incorporated by reference herein constitute the parties’ understanding. Where there is a conflict between the terms of this Agreement and the incorporated documents, this Agreement shall control.

B. Any changes or modifications to the Agreement that might affect the Project as originally proposed shall be submitted to the Court, in writing, for prior approval. Proposed changes shall be reviewed under the same considerations, policies, and goals as the original Request. All changes and modifications shall be in writing, signed by the parties, and appended to this Agreement.

Section 11: Construction

This Agreement shall be construed and interpreted, and the parties’ rights determined in accordance with the laws of the State of Ohio.

Section 12: Forum and Venue

All actions arising out of this Agreement shall be instituted in a court of competent subject-matter jurisdiction in Franklin County, Ohio.

Section 13: Severability

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
Section 14: Responsibility for Claims

A. Recipient agrees to be responsible for any injury or damage occurring during performance of activities under this Agreement to the extent such injury or damage is caused by Recipient’s negligence or willful misconduct.

B. Neither the Court nor Recipient shall be responsible for injury or damage caused by third parties. By operation of Ohio law, the Court and Recipient cannot and therefore do not indemnify the other party in any way.

Section 15: Certification of Funds

The Court represents that it has adequate funding available to reimburse Recipient under this Agreement. However, the Court may terminate this Agreement if its appropriations or other revenues are reduced or, if applicable, the grant funds used to support this Project are reduced or terminated. The Court has made no promises of funding to Recipient except for the amount specified by this Agreement, and the award of this grant does not constitute a promise of future funding to Recipient.

Section 16: Dispute Resolution

The parties recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the parties agree that any controversy or dispute arising out of or relating to this Agreement, or any breach of this Agreement, they shall attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The parties shall attempt to mutually agree to the provider of mediation services.

Section 17: Applicable Court Policies

In the work performed under this Agreement, Recipient agrees to comply with the Court’s policies on Equal Employment Opportunity (Adm. P. 5), Alcohol and Drug Free Workplace (Adm. P. 22(A) to (C)), Weapons and Violence-Free Workplace (Adm. P. 23), and Discrimination and Sexual Harassment (Adm. P. 24(A)). Copies are attached at Appendix B.

Section 18: Assignment

Recipient may not assign any rights, duties, or obligations described in this Agreement without the Court’s written approval.

Section 19: Copies of Agreement

This Agreement may be executed by electronic signature and in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.
Section 20: Contacts

The Court’s contact with regard to this Agreement is:

[insert name and contact information]

Recipient’s contact with regard to this Agreement is:

[insert name and contact information]

The parties have executed this Agreement as of the date(s) noted below.

THE SUPREME COURT OF OHIO               [INSERT NAME OF RECIPIENT]

| [insert name]                        | Date | [insert name]                        | Date |
| Administrative Director              |      | [title]                             |      |
APPENDIX B


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.
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.

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).

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

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