

- 3) Demonstrated commitment to working in a co-facilitation model whenever possible, and access to a diverse group of qualified co-facilitators so that lived identity (race, gender, etc.) can be a consideration when choosing the co-facilitator for any particular referral.
- 4) Knowledge of and access to both conflict transformation and restorative justice facilitation frameworks and skills.

Co-Facilitators subcontracted by the Lead Facilitator will have completed restorative justice training and have demonstrated the ability to facilitate dialogue processes. The Lead Facilitator is responsible for assuring that the co-facilitator chosen for any given case has the capacities necessary to support the parties under the supervision of the Lead Facilitator.

## 3.2 CONFIDENTIALITY AND REPORTING

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### **CONFIDENTIALITY AND INADMISSIBILITY OF INFORMATION GAINED THROUGH PROGRAM ENGAGEMENT**

Confidentiality is a cornerstone of all activities of the program. Everything said during the course of intake, dialogue, circle, or conference, including all communications between the parties and the facilitator(s), is confidential.

The facilitator(s) cannot be summoned as a witness for any appeals processes or legal proceeding on what took place and on what came to their knowledge during the course of an intervention. However, the fact that a referral was made to the program will not be confidential in cases where TRUFA is the respondent in appeals processes or legal proceedings.

Any confidential information shared by either party in subsequent appeals processes or legal proceedings are to be deemed inadmissible and shall not inform the final outcome of these proceedings. The fact that a participant chooses to participate in a mediation, dialogue or conference shall not be used as an admission of guilt or responsibility in subsequent proceedings.

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### **EXCEPTIONS TO CONFIDENTIALITY**

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#### ***FACILITATOR EXCEPTIONS TO CONFIDENTIALITY***

Facilitator(s) will break confidentiality if they have any concerns regarding an intent to harm participants or others. Facilitators will also break confidentiality if child or elder abuse or neglect is disclosed.

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#### ***CASE OUTCOME AND AGREEMENT EXCEPTIONS TO CONFIDENTIALITY***

When an intervention is initiated through a referral, records regarding the outcome of this referral (but not the details) will become public information as indicated in the 5.6 Case Outcome Report.

Whether or not a successful meeting between parties occurred (e.g. meeting was not possible, meeting was unsuccessful at resolving the issues, or meeting was concluded in good faith), and whether or not an agreement was made (e.g. agreement was made and signed by all parties, agreement was not possible, agreement was determined to be unnecessary) will also be public information. The details of the agreement itself will be kept confidential except in subsequent proceedings resulting from non-compliance with the agreement. In this case the TRUFA President and/or other relevant officers involved with subsequent proceedings will have access to the agreement details.

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#### ***EXCEPTIONS TO CONFIDENTIALITY ESTABLISHED BY PARTIES***

If all parties to an intervention agree, they can alter parameters of confidentiality into the signed agreement.

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#### **REPORTING AGREEMENTS**

Any data collection and data retention will be done in such a way as to maintain the confidentiality and anonymity of the participants' names. Each case shall be assigned a Case # so that data can be summative on a case-by-case basis, as well as provided in aggregate for evaluative and reporting requirements.

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#### **FILE MANAGEMENT**

TRUFA's Privacy Officer will retain and hold all records and files created through program interventions. Records will be maintained and accessible to the Privacy Officer for a duration of two years, and then shredded.