

ORDINANCE NO. _____

BILL NO. 51 (2024)

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR OF THE COUNTY OF
MAUI TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF HAWAII, DEPARTMENT OF HEALTH

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Purpose. The proposed Memorandum of Agreement (the “Agreement”) between the County of Maui, Department of Police (“MPD”) and State of Hawaii, Department of Health (“Agency”) provides Agency with access to data from reports related to violent deaths occurring in Maui County (the “Records”).

As more fully described in the Agreement attached hereto and incorporated herein as Exhibit “1”, Agency will provide reimbursement to MPD for costs incurred providing the Agency secure access to the Records.

Section 2.20.020, Maui County Code, provides that, unless authorized by ordinance, the Mayor shall not enter into any intergovernmental agreement or any amendment thereto which places a financial obligation upon the county or any department or agency thereof.

SECTION 2. Council authorization. Pursuant to Section 2.20.020, Maui County Code, the Council of the County of Maui hereby authorizes the Mayor to execute the Agreement, all other necessary documents relating to the Agreement, and any amendments thereto.

SECTION 3. Effective date. This ordinance shall take effect upon its approval. All action heretofore taken, not inconsistent with the provisions of this ordinance, is hereby ratified, approved and affirmed.

APPROVED AS TO FORM
AND LEGALITY:



KRISTIN K. TARNSTROM
Deputy Corporation Counsel
County of Maui
LF2021-1647
2023-01-04 Ord Auth DOH IGA.docx

EXHIBIT "1"

MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF HAWAII, DEPARTMENT OF HEALTH AND THE MAUI POLICE DEPARTMENT REGARDING RECORDS ACCESS FOR STATISTICAL DATA ABSTRACTION

This Memorandum of Agreement ("MOA") is entered into by and between the State of Hawaii, Department of Health ("DOH"), whose business address is 1250 Punchbowl Street, Honolulu, HI 96813 and the Maui Police Department ("MPD") whose business address is 55 Mahalani Street, Wailuku, HI 96793. DOH and MPD are referred individually as "Party" and collectively as "Parties".

Recitals

WHEREAS the Centers for Disease Control and Preventions ("CDC") National Violent Death Reporting System ("NVDRS") collects data on Violent Deaths, hereinafter defined, from a variety of sources to obtain a comprehensive picture of the circumstances surrounding a violent death to develop, guide, evaluate, and improve violence prevention efforts and strategies.

WHEREAS the DOH was awarded a cooperative agreement by the CDC, Federal Award Number [1NU17CE010166-01-00] (the "CDC Grant"), to collect and submit data pertaining to violent deaths occurring in the State of Hawaii to NVDRS for the project period from September 1, 2022 through August 31, 2027.

WHEREAS MPD has data and information from various police investigative and autopsy reports pertaining to deaths resulting from the intentional use of force or power (e.g., threats or intimidation), including all homicides, suicides, unintentional firearm deaths, deaths of undetermined intent, and deaths occurring when law enforcement exerts deadly force while acting in the line of duty ("Violent Death Records").

WHEREAS DOH wishes to collect and review MPD Violent Death Records to fulfill its obligation under the CDC Grant, to provide de-identified data to NVDRS. "De-identified data" is defined as data that contains no names, dates of birth, social security numbers, and/or home addresses or contact information (may contain age, sex, and race).

WHEREAS Hawaii Revised Statutes §92F-19 authorizes the disclosure of government records to another agency if the disclosure is necessary for the performance of the requesting agency's duties and functions and is compatible with the purpose of the requesting agency's duties and functions or is consistent with the conditions or reasonable expectations of use and disclosure under which the information was provided.

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WHEREAS MPD agrees to provide DOH with access to Violent Death Records for DOH's inclusion and submission to the Hawaii Violent Death Reporting System ("HI VDRS") and NVDRS.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties mutually agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. Responsibilities of MPD:

1. Coordinate with DOH to establish a process to search, review, and segregate Violent Death Records.
2. Upon written request by DOH, every six (6) months or at mutually agreed-upon intervals, MPD shall securely transmit to DOH the Violent Death Records via encrypted flash drive or secure database access.
3. Provide access to and allow review of Violent Death Records to DOH employees/personnel and any DOH designated individuals contracted as NVDRS data abstractors that have been properly vetted by MPD.

B. Responsibilities of DOH:

1. Subject to the availability of funds from the CDC Grant, the DOH will pay up to, but no more than ten thousand dollars (\$10,000.00) per year to MPD. Payment shall be used to provide DOH with access to the Violent Death Records, for personnel costs related to supplying data to DOH, to provide computer or other related information technology (IT) equipment to help support MPD with the extraction, and/or to access and review of information by HI VDRS data abstractors while addressing security concerns.
2. Provide MPD with the names, dates of birth, and social security numbers of DOH-contracted individuals who shall serve as HI VDRS data abstractors to allow MPD to properly vet HI VDRS data abstractors prior to allowing access to the Records.
3. Provide MPD with signed waivers from prospective HI VDRS data abstractors authorizing MPD to conduct criminal history background checks and disclose any disqualifying findings to DOH upon DOH's request.

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4. Request Violent Death Records by submitting a written request to MPD every six (6) months, or at a mutually agreed-upon interval, specifying the time period for which the deaths in the requested Violent Death Records occurred.
5. Redact any identifiers contained within the data from the Violent Death Records prior to submission to NVDRS, thereby submitting de-identified data.
6. DOH shall use the De-identified data for the purposes described herein and as set forth in the CDC Grant, subject to the exceptions provided in sections 92F-13(2) and (3), HRS. Notwithstanding paragraph I.B.5., DOH may share de-identified data with CDC and other agencies pursuant to the CDC Grant.
7. Provide MPD with a report of violent death and drug overdose statistics for the State of Hawaii upon availability.

C. Payment:

1. Upon full execution of the MOA, the DOH will create a purchase order for a sum of no more than ten thousand dollars (\$10,000.00) of special funds.
2. No later than forty-five (45) days after the end of the fiscal year, MPD shall submit to DOH an invoice reflecting all costs it incurred during the fiscal year for providing access to its Violent Death Records, in accordance with Section C. 1.
3. DOH Emergency Medical Systems and Injury Prevention System Branch ("EMSIPSB") is responsible for receiving the invoice, reviewing, and approving. Once the invoice is approved for payment, EMSIPSB shall send the invoice, along with the purchase order to DOH Administrative Services Office ("ASO") for payment processing. DOH will provide one payment per fiscal year via purchase order.
4. ASO will send payment to MPD via check to address listed above.

II. LIMITATIONS

The Parties understand and agree there will be situations where there is an ongoing criminal

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investigation or legal proceeding that prevents the sharing of records. In that event, records will not be processed until such time as the case is formally and completely closed by MPD, or authorization for such release is granted by the court as required by §92F-13 (2) and (3), HRS.

III. CONFIDENTIALITY AND NON-DISCLOSURE

DOH agrees that all Violent Death Records will be used solely for the purpose of performing its duties under the CDC Grant, and that all such information will be kept strictly confidential by DOH and its designated abstractors except to the extent disclosure of such information is allowed as provided in accordance with the terms of (1) this MOA and (2) the CDC Grant. DOH further agrees that it shall maintain the confidentiality of Violent Death Records as required by § 92F-19(b), HRS.

MPD agrees to treat all vital record information received from DOH as confidential and not disclose or make known in any manner to any person the vital record information except to those MPD employees who have a need to know the vital record information for purposes of providing data required by this MOA. MPD acknowledges and agrees that any information provided shall be used only for the purposes outlined in this MOA and it shall keep the provided date of birth and social security numbers secure and confidential and shall reasonably delete all records of the same upon completion of the criminal background checks.

IV. TIME OF PERFORMANCE

This MOA shall commence on the date of signing of the last party to sign the MOA and shall be in effect to August 31, 2027. The MOA may be extended upon written mutual agreement of the Parties. If at any time the CDC Grant concludes or terminates, DOH shall provide MPD with a notice of termination pursuant to section VI below.

V. COMPLIANCE WITH LAWS

This MOA shall be subject to all applicable federal, state and county laws, ordinances, rules, or regulations.

VI. TERMINATION OF MOA

This MOA may be terminated by any Party, with or without cause, at any time, upon service of written notice of cancellation to the non-terminating Party no less than ten (10) calendar days prior to termination.

VII. MISCELLANEOUS

- A. Modification of Agreement. Either party may propose modifications to this Agreement at any time. Proposed modifications shall be communicated and agreed upon in writing.
- B. Any amendments to this MOA must be in writing and executed by the Parties.
- C. This MOA may be executed in counterparts, each of which shall be deemed to be an original, but all of which may be assembled into one document and shall constitute one and the same.

IN WITNESS, WHEREOF, the undersigned Parties agree to the terms of this MOA and have caused this MOA to be duly executed.

STATE OF HAWAII, DEPARTMENT OF
HEALTH, EMERGENCY MEDICAL
SERVICES AND INJURY PREVENTION
SYSTEMS BRANCH


By: 
ALVIN C. BRONSTEIN, M.D.
Its Branch Chief

Date: 2/23/24

COUNTY OF MAUI

By: _____
RICHARD BISSEN
Its Mayor

Date: _____

STATE OF HAWAII, DEPARTMENT OF
HEALTH
By: 
KENNETH S FINK, MD, MGA, MPH
Its Director

Date: 2/20/2024

MAUI POLICE DEPARTMENT


By: John Pelletier
JOHN PELLETIER
Its Chief of Police

Date: 02/07/2024

Approved as to Form


Deputy Attorney General

Approved as to Form and Legality


Deputy Corporation Counsel
County of Maui

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INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris Lee", written over a horizontal line.

Upon the request of the Mayor.