

REQUEST FOR LEGAL SERVICES

D a t e: January 9, 2020
F r o m: Michael J. Molina, Chair
Governance, Ethics, and Transparency Committee

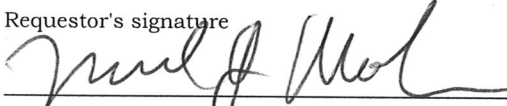
TRANSMITTAL

Memo to: DEPARTMENT OF THE CORPORATION COUNSEL
Attention: Moana M. Lutey, Esq.

Subject: INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF HAWAII, DEPARTMENT OF HEALTH (GET-37)

Background Data: Please revise the proposed bill as reflected in the attached markup, and, if appropriate, approve as to form and legality. A hard copy of the revised proposed bill is requested with your response.

Work Requested: FOR APPROVAL AS TO FORM AND LEGALITY
 OTHER:

Requestor's signature  Michael J. Molina	Contact Person Shelly Espeleta (Telephone Extension: 7134)
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ROUTINE (WITHIN 15 WORKING DAYS) RUSH (WITHIN 5 WORKING DAYS)
 PRIORITY (WITHIN 10 WORKING DAYS) URGENT (WITHIN 3 WORKING DAYS)

SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): January 15, 2020
REASON: For possible posting on the January 24, 2020 Council agenda.

FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR: APPROVED DISAPPROVED OTHER (SEE COMMENTS BELOW)
 RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE):

DEPARTMENT OF THE CORPORATION COUNSEL

Date _____

By _____

(Rev. 7/03)

get:ltr:037acc01:ske

Attachment

ORDINANCE NO. _____

BILL NO. _____ (2019) *2020*

A BILL FOR AN ORDINANCE AUTHORIZING THE MAYOR ~~OF THE~~
~~COUNTY OF MAUI~~ THROUGH THE CHIEF OF POLICE 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. The State of Hawaii, Department of Health ("DOH"), is conducting a study ^{*that*} ~~which~~ involves collecting and analyzing police reports of suicide to identify common risk factors, identify gaps in service, and provide guidance for prevention.

Hawaii Revised Statutes, Chapter 92F, Section 92F-19, authorizes the Maui Police Department ("MPD") to provide records to another agency when necessary for the performance of the requesting agency's duties and functions and is compatible with the purpose for which the information was collected, or is consistent with the reasonable expectation of use and disclosure under which the information was provided.

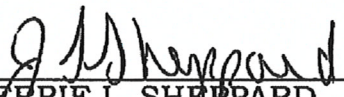
MPD and DOH propose to enter into a Memorandum of Agreement ("MOA"), attached ~~hereto~~ as Exhibit "1", outlining their respective duties and obligations to conduct this study and to protect personal identification in such records from disclosure. In order to collect this data, DOH will provide designated agents to review MPD records and abstract statistical data. MPD will electronically locate and compile records so that DOH or its agents may access the records and abstract de-identified data. MPD will also conduct background checks on DOH's designated agents before allowing them access to MPD records for statistical data abstraction. These administrative duties impose some financial obligation on MPD.

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

SECTION 2. Council Authorization. The Council ~~hereby~~ authorizes the Mayor, on behalf of the County of Maui, through the Chief of Police, to enter into the Memorandum of Agreement with the State of Hawaii Department of Health, ~~as well as~~^{including} all updates and amendments ~~thereto~~.

SECTION 3. Effective date. This ordinance ~~shall~~^{will} take effect ~~upon~~^{on} its approval.

APPROVED AS TO FORM
AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
2019-1599
Proposed Ordinance with Exhibit 1

**MEMORANDUM OF AGREEMENT
BETWEEN THE STATE OF HAWAII, DEPARTMENT OF HEALTH,
AND THE MAUI POLICE DEPARTMENT, REGARDING RECORDS ACCESS FOR
SUICIDE DATA STUDY**

This Memorandum of Agreement (MOA) is between the STATE OF HAWAII DEPARTMENT OF HEALTH (DOH), whose principal place of business is 54 High Street #301, Wailuku, Hawaii 96793, through its District Health Office, Prevent Suicide Maui County Task Force, operating through the DOH, and the COUNTY OF MAUI, a political subdivision of the State of Hawaii whose principal place of business is 200 South High Street, Wailuku, Maui Hawaii 96793, through the Maui Police Department ("MPD"), hereafter collectively referred to as "Parties."

RECITALS

- 1) DOH is conducting a Maui Suicide Prevention Study, conducted in collaboration with the Prevent Suicide Maui County Task Force, which involves collecting and analyzing police reports of suicides to identify common risk factors in order to identify gaps in service and guide prevention efforts. The project period is to be from October 1, 2019 through October 1, 2023, to collect and analyze reports made by MPD pertaining to suspected suicide.
- 2) MPD has data in incident reports that DOH seeks to collect and analyze in order to identify common factors, and potential gaps in services where assistance could be provided in the future.
- 3) To provide the data sought by DOH, MPD must search, review, and segregate its records and provide the records to DOH in .pdf format; and
- 4) Because some of the data in MPD's records is personal information, MPD requires that DOH protect records from unauthorized disclosure by de-identifying personal information before analysis and conclusion of the project, and ensuring that no personally identifying information be used in the project reporting.

NOW, THEREFORE, the Parties mutually agree as follows:

I. **DUTIES AND RESPONSIBILITIES**

A. **Responsibilities of MPD:**

- I. Upon written request by DOH, at mutually agreed upon intervals, MPD will search review, and segregate records from autopsy (coroner), and police investigative reports related to deaths occurring in Maui County attributed to suicide as primary, secondary, or tertiary cause of death, and electronically prepare .pdf copies of the records for review by DOH or its designated agents performing data abstraction for the Maui County Suicide Study. MPD shall make the .pdf copies available for DOH inspection within 10 business days

from receipt of DOH's written request, or at some other date agreed to by the Parties, or as otherwise allowed in chapter 2-71, Hawaii Administrative Rules (HAR).

2. Allow DOH, or its designated agents, supervised access to the .pdf copies of the records at the Wailuku Police Station, subject to written authorization as deemed appropriate by MPD to allow MPD to conduct background checks, including criminal history record checks on DOH employees or its designated agents who will conduct the records review and data abstraction. MPD reserves the right to deny on-site access to any DOH employee or designated agent who does not consent to a background check or who has a background check that MPD finds objectionable.
3. Allow approved DOH employees or its designated agents access to the .pdf copies of records to abstract de-identified data for use in the Suicide Prevention Data Project. All records review and data abstraction must be conducted at the Wailuku Police Station or other agreed-upon location; none of the .pdf copies of the records to be reviewed may leave the MPD's premises at any time.
4. Provide DOH with Wi-Fi access while on MPD premises so that DOH's employees or designated agents may enter de-identified abstracted data directly into the project data collection interface.
5. Set up an appropriate workstation for use by DOH or its designated agents in future years for the purposes of this MOA and for continuing data sharing.
6. Treat all vital record information received from DOH for purposes of this MOA 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 the purposes of providing data required by this MOA.

B. Responsibilities of DOH:

1. Submit a written request to MPD, annually or at a mutually agreed-upon interval, specifying the time period for death records or reports to be searched, reviewed, and segregated by MPD, to allow MPD to prepare .pdf copies of the records for an on-site review by DOH or its designated agents for data abstraction.
2. Notify MPD of individuals who will serve as DOH's designated agent to review the .pdf copies of the records and abstract data for entry into the project data collection interface, and provide MPD with written releases authorizing MPD to conduct background checks, including criminal history record checks on those individuals.

3. Review the .pdf copies of the records on-site at MPD premises to collect and abstract de-identified data from the records for the purpose of entering only de-identified data into the project data collection interface.
4. Maintain the confidentiality of accessed reports as required by HRS 92F-19(b), by assuring that no electronic or paper reproductions are made of the .pdf copies, abstracting only de-identified data that does not include personal identifiers such as name, date of birth, social security number, home or work address, phone numbers, or email address, and assuring that the .pdf copies provided for review by MPD do not leave MPD's premises and control at any time in any format.
5. DOH may share the de-identified abstracted data with CDC and other agencies pursuant to the Maui Suicide Prevention Study.
6. Provide copies of reports to MPD consisting of Maui Suicide Prevention Study findings.

II. LIMITATIONS

The Parties understand and agree there will be situations where there is an ongoing criminal investigation or legal proceeding that prevents sharing of some otherwise responsive records. In that event, records will not be copied to the .pdf format for review until such time as the case is formally and completely closed by MPD, or authorization for such release is granted by the court. (92F-13(2) and (3), HRS.)

III. TIME FOR PERFORMANCE

This MOA shall take effect upon the date of the signing of the last party to sign below and continue to October 1, 2023, when the project period ends. Continued data collection by DOH after that date is conditioned upon a written extension of the MOA by the Parties.

IV. CONFLICT WITH ESTABLISHED FEDERAL, STATE, OR COUNTY LAW

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

V. TERMINATION OF MOA

This MOA may be terminated by any party, subject to providing reasonable written notice.

The undersigned Parties agree to the terms of this MOA.

STATE OF HAWAII

By _____

LORRIN PANG, MD, MPH
Department of Health District Health Officer, Maui County

Date _____

APPROVED AS TO FORM:

BETTY WOOD

Board of Health Director, Hawaii Department of Health, Office of the Director

Date _____

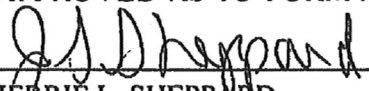
COUNTY OF MAUI

TIVOLI S. FAAUMU

Chief of Police

Date _____

APPROVED AS TO FORM AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

Date 10/10/19
2019-1599