

COUNCIL OF THE COUNTY OF MAUI

GOVERNMENT RELATIONS, ETHICS, AND TRANSPARENCY COMMITTEE

November 4, 2022

**Committee
Report No. _____**

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Government Relations, Ethics, and Transparency Committee, having met on October 18, 2022, makes reference to Bill 126 (2022), entitled "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."

Bill 126's purpose is to authorize the Mayor to enter into a Memorandum of Agreement with the State of Hawai'i, Department of Health ("DOH") to provide DOH with access to data from autopsy and police investigative reports related to deaths occurring in Maui County from suicides, homicides, accidental drug overdose, and undetermined deaths.

Your Committee notes the Agreement, attached as Exhibit "1," states DOH will provide funding to the Department of Police to establish a secure process for the distribution of the records.

A Department representative said Hawai'i has been participating in the program since 2015 and is one of 32 states who have opted in.

The Representative noted the Agreement allows DOH to de-identify and share records with the Centers for Disease Control ("CDC") National Violent Death Reporting System and the CDC State Unintentional Drug Overdose Reporting System. The data is used for the establishment and continued funding of relevant prevention programs.

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The Representative further noted that the Department receives a sub-grant of \$14,000 from the CDC that is then awarded to DOH, and used over a five-year period.

Your Committee notes the previous sub-grant was for the period September 1, 2014, to August 31, 2019, and was renewed for the period September 1, 2019, to August 31, 2022.

The Representative also noted the records have continued to be shared since August 31, 2022, until the Memorandum of Agreement is approved by the Council according to guidance received from the State Office of Information Practices.

Your Committee voted 9-0 to recommend passage of Bill 126 (2022) on first reading. Committee Chair Molina, Vice-Chair Rawlins-Fernandez, and members Johnson, Kama, King, Lee, Paltin, Sinenci, and Sugimura voted "aye."

Your Government Relations, Ethics, and Transparency Committee RECOMMENDS that Bill 126 (2022), attached hereto, entitled "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 PASSED ON FIRST READING and be ORDERED TO PRINT.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



MICHAEL J. MOLINA, Chair

ORDINANCE NO. _____

BILL NO. 126 (2022)

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 autopsy and police investigative reports related to deaths occurring in Maui County from suicides, homicides, accidental drug overdose, and deaths for which the cause or circumstances were undetermined (the “Records”).

As more fully described in the Agreement attached hereto and incorporated herein as Exhibit “1”, Agency will provide funding to MPD for the purpose of establishing a secure process for the distribution of 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:



KEOLA R. WHITTAKER
Deputy Corporation Counsel
County of Maui
LF2021-1647
2022-08-04 Ord Auth DOH IGA.docx

INTRODUCED BY:

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

Upon the request of the Mayor.

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 between the State of Hawaii, Department of Health ("DOH"), located at 1250 Punchbowl Street, Honolulu, HI 96813 and the Maui Police Department ("MPD") located at 55 Mahalani Street, Wailuku, HI 96793 hereafter individually referred to as a "Party" and collectively referred to as "Parties". It is based on the authority and disclosure requirements of chapter 92F, Hawaii Revised Statutes ("HRS"), and is designed to streamline a method for MPD to disclose government records to DOH upon request. Its purpose is to allow DOH to access and collect data from police investigative and autopsy reports related to deaths occurring in the County of Maui from suicides, homicides, accidental drug overdose and deaths for which the cause or circumstances were undetermined ("the records"), so that DOH can de-identify and share this data with the Centers for Disease Control ("CDC") National Violent Death Reporting System ("NVDRS") and the CDC State Unintentional Drug Overdose Reporting System ("SUDORS"). This MOA is to specify the duties and responsibilities of the parties related to the above-described data sharing, and the Parties agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. Responsibilities of MPD:

1. Set up a process whereby MPD will search for, review, and segregate the records, and allow individuals designated by DOH to access those records as provided in this MOA.

Upon written request by DOH, at mutually agreed-upon intervals, search for, review, and segregate, create copies of the records, and securely transmit the records electronically to DOH for DOH's use, as described below, subject to exceptions provided in section 92F-13(2) and (3), HRS.

2. Allow access to the copies of the records to individuals designated by DOH, including contracted individuals designated by DOH as NVDRS / SUDORS data abstractors that have been properly vetted by MPD for use in the NVDRS and the Hawaii Violent Death Reporting System ("HVDRS").
3. 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 purposes of providing data required by this MOA

B. Responsibilities of DOH:

1. Subject to the availability of funding from the NVDRS or SUDORS grants from the Centers for Disease Control and Prevention ("CDC"), pay up to \$14,000 to MPD to either set up a process for DOH to access the records as described in paragraph I.A.2 or for DOH to provide computer or other related IT equipment to help support the MPD section that is responsible for setting up and coordination of the extraction, access and or review of information by NVDRS/ SUDORS data abstractors that address both security concerns and/or social distancing protocols required to help prevent the spread or exposure to the COVID-19 virus.
2. Properly identify DOH-contracted individuals who will serve as NVDRS/ SUDORS data abstractors, and provide MPD with the names, date of birth, and social security numbers of these individuals so that the individuals may be properly vetted for criminal background clearance prior to the MPD allowing access to the records. 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.
3. Provide MPD with signed waivers from each individual that will serve as NVDRS SUDORS data abstractors authorizing MPD to conduct a criminal history background check and disclose any disqualifying findings to DOH upon their request.
4. Request the records from MPD annually, or at a mutually agreed-upon interval, specifying the time period within which the deaths for the requested records occurred, so MPD can prepare the records for the review under I.A.2, by individuals identified by DOH and vetted by MPD.
4. Review the records and abstract data for the purpose of sharing de-identified* data with the NVDRS/ SUDORS.

*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).
5. Maintain the confidentiality of accessed reports as required by §92F-19(b), HRS. Treat all vital record information received by MPD for the purposes of this MOA as confidential and not disclose or make known in any manner to any person the vital records information except to DOH employees for purposes of providing data required by this MOA.

6. Notwithstanding paragraph I.B.5., DOH may share de-identified data with CDC and other agencies pursuant to the NVDRS/ SUDORS grants.
7. Provide copies of reports to MPD consisting of violent death and drug overdose statistics for the State of Hawaii separated by counties to show how the County of Maui compares with other counties and the State.

II. LIMITATIONS

The parties understand and agree there will be situations where there is an ongoing criminal 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. §92F-13 (2) and (3), HRS.

III. TIME OF PERFORMANCE

This MOA shall take effect upon the date of the signing of the last party to sign below. The original CDC NVDRS grant, Federal Award Identification Number ("FAIN") UI7CE002597, was from September 1, 2014 to August 31, 2019 and renewed from September 1, 2019 to August 31, 2022, with a new FAIN of NU17CE924951. To minimize any disruption to this data sharing agreement this MOA will continue to be in effect as long DOH participates in the CDC NVDRS project. If the CDC NVDRS project ends, DOH shall give MPD notice of termination pursuant to section V. this MOA.

IV. COMPLIANCE WITH LAWS

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

V. TERMINATION OF MOA

This MOA may be terminated by any Party, subject to ten days advance written notice to the below signatories, or their successors, at the address provided above.

VI. MISCELLANEOUS

1. Any amendments to this MOA must be in writing and executed by both Parties.
2. 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.

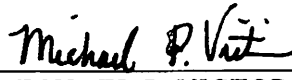
IN WITNESS, WHEREOF, the undersigned Parties agree to the terms of this MOA and have caused this MOA to be duly executed.

STATE OF HAWAI'I, DEPARTMENT OF
HEALTH, OFFICE OF HEALTH STATUS
MONITORING

By: 
LORRIN KIM
Its Acting State Registrar and Chief


Date 11/17/21

COUNTY OF MAUI

By: 
MICHAEL P. VICTORINO
Its Mayor

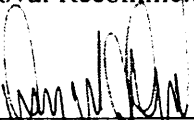
Date 12/10/21

STATE OF HAWAI'I, DEPARTMENT OF
HEALTH, ADULT MENTAL HEALTH
DIVISION

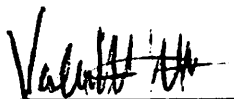
By: 
AMY B. CURTIS
Its Administrative Chief

Date 11/18/21

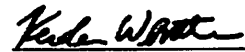
Approval Recommended:


DEAN RICKARD
Acting Chief of Police
County of Maui

Approved as to Form


Deputy Attorney General

Approved as to Form and Legality


Deputy Corporation Counsel
County of Maui