

ORDINANCE NO. _____

BILL NO. 88 (2018)

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"), collects data to provide to the National Violent Death Reporting System concerning deaths occurring in each county from drowning, suicides, homicides, and deaths for which causes or circumstances were undetermined.

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 data collection and protect personal identification in such records from disclosure. In order to collect this data, DOH will contract services 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 agents before allowing them access to MPD records for statistical data abstraction. These administrative duties impose some financial obligation on MPD, for which DOH will grant funds to MPD, as outlined in Exhibit "1".

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. 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 all updates and amendments thereto, and to accept grant funds from DOH for performance of MPD's obligations under this Agreement.

SECTION 3. Effective date. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui

2016-0850

2018-08-14 Proposed Ordinance-revised 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"), whose principal place of business is 1250 Punchbowl Street, Honolulu, Hawaii 96813, through its Office of Health Status Monitoring, 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 was awarded a cooperative agreement by the Centers for Disease Control and Prevention ("CDC"), Federal Award Identification Number U17CE002597, for the project period from September 1, 2014 through August 31, 2019 ("the CDC grant") to collect and submit data pertaining to violent deaths that occur in the County of Maui to the CDC National Violent Death Reporting System ("NVDRS") and Hawaii Violent Death Reporting System ("HVDRS"); and
- (2) MPD has data in various reports and records that DOH seeks to collect and submit to NVDRS or HVDRS pursuant to the CDC grant; and
- (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 the records from unauthorized disclosure by de-identifying personal information before submitting it to the NVDRS and the HVDRS.

NOW, THEREFORE, the Parties mutually agree as follows:

I. DUTIES AND RESPONSIBILITIES

A. Responsibilities of MPD:

1. Upon written request by DOH, at mutually-agreed upon intervals, MPD will search, review, and segregate records from autopsy (coroner) reports and police investigative reports related to deaths occurring in the County of Maui attributed to drowning, suicide, and homicide, and deaths for which the cause or circumstances were undetermined ("the records"), and electronically prepare .pdf copies of the records for review by DOH or its designated agents performing data abstraction for reporting to NVDRS and HVDRS as described below, subject to exceptions provided in section 92F-13(2) and (3), Hawaii Revised Statutes ("HRS"). MPD shall make the .pdf copies available for DOH's 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 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 NVDRS and the HVDRS. 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 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 NVDRS data collection interface and equivalent HVDRS data base.
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 purposes of providing data required by this MOA.

B. Responsibilities of DOH:

1. Subject to the availability of funding from the CDC grant, provide an initial \$7,500.00 payment as a sub-award of the CDC grant to MPD to perform the duties described in this MOA.
2. 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 on-site review by DOH or its designated agents for data abstraction.

3. Notify MPD of individuals who will serve as DOH's designated agents to review the .pdf copies of the records and abstract data for reporting to NVDRS and HVDRS, and provide MPD written releases authorizing MPD to conduct background checks, including criminal history record checks, on those individuals.
4. 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 sharing only de-identified data with the NVDRS and HVDRS.
5. Maintain the confidentiality of accessed reports as required by §92F-19(b), HRS 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.
6. Notwithstanding paragraph I.B.5, DOH may share the de-identified abstracted data with CDC and other agencies pursuant to the CDC grant.
7. Provide copies of reports to MPD consisting of violent death 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 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 August 31, 2019, when the grant period ends. Continued data collection by DOH after that date is conditioned upon a written extension of this MOA by the Parties, and costs incurred by MPD not otherwise compensated by future grants from DOH for search, review, segregation, and creation of .pdf records for future data abstraction shall be processed in accordance with the fee structure in the Uniform Information Practices Act, §2-71-31, HAR, or as otherwise agreed to in writing by the Parties.

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

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 Alvin T. Onaka
ALVIN T. ONAKA, Ph.D.
State Registrar and Chief of the
Office of Health Status Monitoring
Date AUG 10 2018

APPROVED AS TO FORM:

Jill T. Nagamine
JILL T. NAGAMINE
Deputy Attorney General
Date 8/10/18

COUNTY OF MAUI

By _____
TIVOLI S. FAAUMU
Chief, Maui Police Department
Date _____

APPROVED AS TO FORM:

J. Sheppard
JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
Date 8/14/2018

DIGEST

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COUNTY OF MAUI THROUGH THE CHIEF OF POLICE TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE
STATE OF HAWAII, DEPARTMENT OF HEALTH

This bill proposes to authorize 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, authorizing the Department of Police to provide case reports to the State Department of Health related to deaths occurring in the County attributed to drowning, suicide, and homicide, and deaths for which the cause or circumstances were undetermined, using funds granted by the State Department of Health.

I, DENNIS A. MATEO, County Clerk of the County of Maui, State of Hawaii, DO
HEREBY CERTIFY that the foregoing BILL NO. 88 (2018) was passed on First Reading
by the Council of the County of Maui, State of Hawaii, on the 5th day of October, 2018,
by the following vote:

AYES: Councilmembers Alike Atay, Eleanora Cochran, S. Stacy Crivello,
Donald S. Guzman, G. Riki Hokama, Kelly T. King, Yuki Lei K.
Sugimura, and Chair Michael B. White.

NOES: None.

EXCUSED: Vice-Chair Robert Carroll.

DATED at Wailuku, Maui, Hawaii, this 8th of October 2018.



DENNIS A. MATEO, COUNTY CLERK
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County
Clerk, County of Maui, for use and examination by the public.