

EM 06-04



STATE PROCUREMENT OFFICE EMERGENCY PROCUREMENT REQUEST

- 1. TO: Head of Purchasing Agency
- 2. FROM: Ronald Schurra, East Hawaii Region CEO

Department/Division/Agency

Pursuant to §103D-307, HRS, and Subchapter 10, Chapter 3-122, HAR, the Department requests approval for the following:

3. Date 4/25/2006	4. After the fact <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
5. Nature of the Emergency The Ka'u Hospital has had one physician submit his resignation effective in June. A temporary (locums tenens) physician is now necessary in order to relieve the remaining doctors for approx. six (6) months. This will allow sufficient time for Ka'u Hospital to work up at least a new longer term locums tenens contract while actively recruiting a new full time physician and medical director. (See Attachment 1)	

6. Vendor: Will negotiate with MDA, CompHealth & IEMS Address:	7. Price: \$182,400.0
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8. Description of goods, services, or construction to be purchased See Attachment 2
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9. Reason for Vendor Selection Will negotiate for best rate among 3 firms
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10. Direct questions to: Gary Callahan, Contract Mgmt Phone: 808-974-6887

11. I certify that the information provided above is to the best of my knowledge, true and correct.

4-27-06
 Department Head or Designee Ron Schurra Date

12. Head of Purchasing Agency comments:

13. APPROVED DISAPPROVED 05/12/06
 Head of Purchasing Agency Date

14. E.P.No. _____

Attachment 1**5. Nature of Emergency (continued)**

Due to the remoteness of the facility it is extremely difficult to recruit staff for critical care and emergency at the hospital. Therefore, the physicians who choose to work here must rotate with few others, none of whom are able to leave the area for a reasonable timeframe. It is essential to allow some relief for the physicians who are currently staffing the Ka'u Hospital, in order to allow for family emergencies, sick leave, bereavement leave and rest & relaxation. Ka'u Hospital must have a temporary relief physician available who will be on-call for several days at a time to assist in the rotation with the various physicians. Failure to provide a relief physician will result in periods of time during which no physician will be available for emergency or on-going needs at the facility. This will be the exact case by June with the resignation of the Medical Director. This lack of coverage clearly puts the health, welfare and safety of many residents of the southwest portion of the island of Hawaii at risk. In order to mitigate that risk to the residents, it is essential that Ka'u Hospital be allowed to enter into negotiations with vendors who provide locum tenens physicians. This will allow adequate time for us to conduct a proper formal solicitation that will create a more permanent solution to the problem until a full time replacement can be recruited and credentialed.

The term of this Emergency Procurement will not exceed six (6) months. It is anticipated the term will begin no later than June 1, 2006 and end no later than December 31, 2006.

ATTACHMENT 2

Scope of Services

1. Physician's Duties.

1.1 Physician shall:

- a. Provide emergency room coverage at the Hospital in accordance with the schedule for such coverage set forth by the Hospital.
- b. Comply with:
 - i. the policies, practices and directions of the Hospital;
 - ii. the Bylaws, Rules and Regulations of the Medical Staff;
 - iii. the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO");
 - iv. the applicable standards of relevant professional societies; and
 - v. all applicable local, state, and federal laws and regulations.
- c. Respond to and be available in the Emergency Room or the Hospital as soon as possible within thirty (30) minutes of the request to provide care for patients at the Hospital, including both inpatients and patients registered in the Emergency Room. Physician who fails to do so will be subject to corrective action pursuant to the terms set forth in the medical staff bylaws.

1.2 General Performance, Time Commitment and Administrative Coordination.

Physician shall discharge his/her duties conscientiously, diligently, in good faith, and to the best of the Physician's ability, experience and talents. Physician shall devote sufficient time and effort to the proper performance of Physician's duties and responsibilities under this Agreement. Physician shall maintain records, as the Hospital deems necessary or appropriate to document the time spent in discharging his/her duties.

1.3 Qualifications. Physician shall maintain on an unrestricted basis:

- a. a license to practice medicine in the State of Hawaii;
- b. a Federal DEA number; and
- c. Medical Staff membership in good standing and appropriate clinical privileges at Hospital.