



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee:	Meeting Date:
ID Number: ID#25-02498	Ordinance/Resolution Number (if applicable):
Department Submitting:	Submission Date:
Agenda Item Title:	

Issue Before the Council:
Options & Alternatives:
Additional Details:



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What is the Strategic Plan Priority this item relates to:

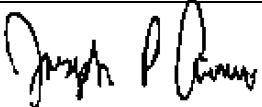
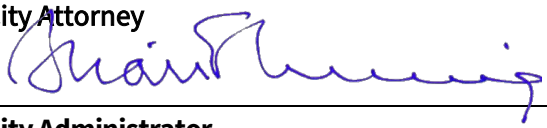
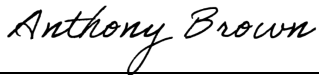
What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Executive Recommendation:

Suggested Motion:

Reviewed By:

Finance Director 	Date Reviewed 11/07/25
City Attorney 	Date Reviewed
City Administrator 	Date Reviewed 10/03/2025

EMS Medical Direction Contract

City of Waukesha – Emergency Medical Services Physician Specialists, S.C.

This Contract is made and entered into by and between the City of Waukesha, a Wisconsin municipal corporation, with offices at 201 Delafield Street, Waukesha, WI 53188, referred to herein as the City; and Emergency Medical Services Physician Specialists, S.C., 725 American Avenue, Waukesha, Wisconsin 53188, referred to herein as EMSPS. Together, the City and EMSPS are referred to herein as the Parties.

Recitals

The City provides emergency medical services as defined in DHS 110.04(22), Wisconsin Administrative Code, and is required to engage the services of a licensed physician to act as medical director of such services.

The City desires to engage the services of EMSPS to furnish professional medical direction in connection with the City's emergency medical services, and EMSPS is willing to furnish such professional medical direction services to the City.

Now, therefore, in consideration of the mutual promises hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services Provided By EMSPS. EMSPS agrees to provide to the City the services of Matthew M. Deluhery, MD, referred to herein as the Medical Director, to perform the following at Waukesha Memorial Hospital, referred to herein as the Hospital:

- a. Serve as the City's EMS Medical Director, as defined in §256.01(11), Wis. Stats., and DHS 110.04(42), Wisconsin Administrative Code; and perform the duties set forth in Chapter 256, Wis. Stats., and in Chapters DHS 110 through DHS 112, Wisconsin Administrative Code.
- b. Provide EMS medical direction to the City and pre-hospital medical services personnel approved to function within City's Emergency Medical Services System.
- c. Assist in the coordination of Emergency Medical Services with the City's Fire Chief, Fire Department personnel, and EMS Instructors.
- d. Arrange the services of licensed medical doctors who are board-certified or board-eligible in the specialty of emergency medicine and are active members of the Hospital's medical staff, to serve as Medical Control Physicians. The Medical Director shall ensure that a Medical Control Physician is available 24 hours a day, seven days a week, to respond promptly to ambulance service requests for radio and telephone medical guidance, protocols, assistance, advice or command to field personnel, during the term of this Contract.
- e. Prescribe, review and approve all protocols used by the City's Emergency Medical Technician and Paramedic personnel in providing medical services contemplated under this Contract.
- f. Provide ambulance service personnel with opportunities for evaluation and continuing education at the Hospital, City Fire Department, or an appropriate designated training center. The City shall ensure personnel participation. The Medical Director shall provide at least three educational opportunities per shift, per year.
- g. Ensure that the physicians providing services under this Contract receive adequate orientation to perform the services contemplated by this Contract.
- h. Perform periodic review and critique of cases handled by personnel from the City ambulance service in cooperation with Medical Control Physicians and the Hospital EMS Coordinator, for the primary purpose of

improving medical care and operations. This review shall be performed in conjunction with the City's Quality Assurance Program and staff.

- i. All Medical Control Physicians shall issue transportation instructions and hospital assignments based solely on objective analysis of patient needs, facility capability and physician referrals, and that no effort will be made to obtain institutional or commercial advantage through the use of such transportation instructions.
- j. Participate in Paramedic Meetings that are scheduled every three months.
- k. Provide input to the City to assist in the development and review of policies and procedures that relate to providing Emergency Medical Services.
- l. Assist the City in planning and budgeting activities related to maintaining and enhancing the Emergency Medical Services provided to the community.
- m. The Medical Director agrees to maintain the confidentiality of all medical records and personally-identifiable information of patients in accordance with the provisions of HIPAA and shall ensure that said information is not disclosed or utilized except as necessary for the discharge of the Medical Director's responsibilities under this Contract or for the rendering of medical treatment.

2. City Obligations. The City shall:

- a. Designate the Fire Chief or a designee to act as its representative with respect to the services to be performed under this Contract, and such person shall have authority to transmit instructions, receive information, interpret and define the City's policies and provide decisions in a timely manner unless and until the Medical Director has been advised in writing by the City that such authority has been revoked.
- b. Meet all requirements mandated by Wis. Stats. §256.15 and Chapter DFS 110 of the Wisconsin Administrative Code with respect to ambulance service providers. The City shall be responsible for any discipline required of ambulance service providers.
- c. Provide the Medical Director with access to all medical records and other information necessary or useful in the performance of duties under this Contract.
- d. Subject to approval of the Fire Chief, provide non-financial support for research activities dealing with pre-hospital emergency care conducted by the Medical Director.
- e. In conjunction with the Medical Director, develop and implement quality-assurance measures and keep the City's EMS Plan current as required by Wis. Stats. §256.15.
- f. Comply with all requirements established by an EMS Operational Plan approved by the Wisconsin Department of Health & Social Services in the provision for Emergency on-line medical control.
- g. Provide adequate personnel to assist in paramedic education/training and review of EMS activities.

3. Compensation for Services. The Medical Director shall be paid a fee of \$2000 per month for the period December 1, 2025 through December 31, 2026; with the monthly amount to increase by \$80.00 annually thereafter beginning January 1, 2027.

4. Insurance. The Medical Director shall maintain health care liability coverage as required by Wis. Stats. §256.12(7) at all times during the term of this Contract, and provide evidence of coverage to the City. Failure on the

part of the Medical Director to procure or maintain policies providing the required coverage shall constitute a material breach of contract upon which City may immediately terminate this Contract.

5. Term and Termination.

- a. Term.** The term of this Contract shall commence December 1, 2025, and shall continue until terminated as provided herein.
- b. Termination at Will.** Either party may terminate this Contract for any reason by giving no less than 90 days advance written notice to the other Party.
- c. Termination for Cause.** If either Party materially breaches this Contract, the non-breaching party shall give written notice of breach to the breaching party, and the breaching party shall have 10 days within which to cure the breach. If the breach is not cured within 10 days of receipt of the notice, the non-breaching party shall have the right to terminate this Contract upon written notice which shall specify a date of termination not less than five days after the date of the notice.

6. General Terms and Conditions.

- a. Hospital Privileges.** The Medical Director shall maintain hospital privileges at Waukesha Memorial Hospital at all times during the term of this Contract.
- b. Assignability or Subcontracting.** Any assignment, transfer or subcontracting of this Contract is prohibited, unless written consent is obtained from the City.
- c. Governing Law, Jurisdiction and Venue.** This Contract shall be governed by the laws of the State of Wisconsin. Venue for any civil action relating to this Contract shall be in Waukesha County, Wisconsin.
- d. Compliance with Laws, Licenses and Permits.** The Medical Director shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions. The Medical Director shall be responsible for maintaining all licenses and permits necessary to perform this Contract at the Medical Director's expense, unless specifically stated otherwise in this Contract. The Medical Director shall make every reasonable effort to fully comply with all applicable Federal, State and local laws as well as rules and regulations governing emergency medical services.
- e. No Waiver of Rights.** The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Contract. No express waiver shall affect any event or default other than the event of default specified in such waiver and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
- f. Dispute Resolution.** The Parties shall attempt to resolve all disputes first through direct negotiations and then through mediation. No lawsuit may be commenced unless mediation has been attempted in good faith.
- g. Independent Contractor.** EMSPS and the Medical Director are independent contractors. All personnel assigned by the Medical Director to perform work under the terms of this Contract shall be and remain at all times employees of EMSPS, the Medical Director, the Hospital or employees of their respective employers for all purposes.

h. Notices. Notices to be provided under this Contract shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses as follows:

To City: Attn Robert Goplin, Fire Chief
Waukesha Fire Department
130 W St. Paul Ave
Waukesha WI 53188

To Medical Director: Dr. Matthew M. Deluhery, MD
Emergency Medical Services Professional Specialists, S.C.
725 American Ave
Waukesha WI 53188

i. Integration and Severability. This Contract represents the entire agreement between the Parties and supersedes all prior negotiations, representations or contracts, either written or oral. If any severable portion of this Contract is found by a court of competent jurisdiction to be void or unenforceable, the remaining portions of this Contract shall be of full force and effect.

j. Amendments. Amendments to this Contract may be done only by the mutual, written agreement of the Parties.

This Contract shall be effective as of the last date of execution shown below.

City of Waukesha

By Shawn N. Reilly, Mayor
Date: _____

Katie Panella, City Clerk
Date: _____

To certify that funds are available to pay the City's obligations:

Joseph P. Ciarro, Finance Director
Date: _____

Emergency Medical Services Professional Specialists, S.C.

By Matthew M. Deluhery, MD
Title: _____
Date: _____