

**PHYSICIAN MEDICAL DIRECTOR AGREEMENT  
WAVERLY FIRE / RESCUE DEPARTMENT**

This Agreement is made and entered into this 12<sup>th</sup> day of May 2026, by and between the City of Waverly and the Waverly Suburban Fire District operating as operating as Waverly Fire / Rescue (hereinafter referred to as “Department”), and Dr. Noah Bernhardson, M.D. (hereinafter referred to as “Contractor”).

**Whereas**, the Department operates licensed emergency medical service as Waverly Fire / Rescue Department;

**Whereas**, *Neb. Rev. Stat. § 71-5183 (Reissue 2018)* requires that each licensed emergency medical service shall have a physician medical director; and

**Whereas**, the Department proposes to engage the Contractor to provide oversight, direction and counsel regarding the delivery of the Emergency Medical Services (EMS) provided by Waverly Fire / Rescue Department Emergency Medical Technicians, Paramedics, and other volunteers in basic life support and advanced life support situations, and this Agreement sets forth the responsibilities of the Department and Contractor as the Physician Medical Director.

**Now, therefore**, in consideration of the terms, conditions and mutual covenants set forth herein, the parties agree as follows:

**Section 1.** The Department hereby appoints the Contractor as the Physician Medical Director of the Waverly Fire / Rescue Department pursuant to *Neb. Rev. Stat. § 71-5183 (Reissue 2018)*.

**Section 2.** The term of this Agreement shall run from May 1, 2026 to April 30, 2028. This Agreement may be extended for additional one-year terms upon the review and mutual consent of the Department and Contractor.

**Section 3.** The Contractor shall:

- A. Review existing EMS protocols annually, develop, recommend, and implement new EMS protocols appropriate to the Waverly Fire / Rescue Department that are in accordance with State law. Protocols are expected to meet current standards for service delivery and patient care, as well as any that might be implemented during the term of this Agreement.
- B. Oversee quality of services provided and prepare reports and studies as necessary to accomplish required emergency medical services that are in accordance with State law.
- C. Provide input when requested to the Waverly Fire / Rescue Department concerning purchases of equipment, supplies, and vehicles.
- D. Oversee the ongoing continuing education program of Department Emergency Medical

Technicians and Paramedics, and make recommendations regarding the same to the Fire Chief.

- E. Provide counsel and training for Waverly Fire / Rescue Department personnel as appropriate to meet new responsibilities of the Waverly Fire / Rescue Department as may from time to time be required, and as agreed to by the Fire Chief.
- F. Meet annually or as necessary with Waverly Fire / Rescue Department personnel to review protocols, present topical issues, current best practices, run reviews and education.
- G. Annual visit by PMD or surrogate for training, not to include CPR.
- H. Review records of service calls of Waverly Fire / Rescue Department personnel to determine compliance with protocols, performance standards and regulations, recommend counseling and additional remedial training as necessary, and to take de-credentialing action for failure to comply with protocols, performance standards and regulations.

**Section 4.** The Department agrees to pay Contractor the sum of Two Thousand Five Hundred Dollars (\$2,500.00) on or before June 1<sup>st</sup> of each year during the term of this Agreement.

**Section 5.** Either party may terminate this Agreement upon providing the other party with ninety (90) day advance written notice.

**In witness whereof**, the parties hereto have executed the forgoing Agreement on the dates indicated opposite their names.

\_\_\_\_\_  
Abbey L. Pascoe, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Noah Bernhardson, Physician Medical Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard W. Dames, Suburban Fire District President

\_\_\_\_\_  
Date