



# CLINICAL EDUCATION AFFILIATION AGREEMENT

## Education Affiliation Agreement for Placement of Institution Students in a Clinical Experience at a Hospital/Facility or Other Facility

This Agreement is made between the Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College, \_\_\_\_\_, hereinafter referred to as "Institution" and \_\_\_\_\_ hereinafter referred to as "Hospital/Facility."

### RECITALS

- A. Hospital/Facility is the operator of an acute care Hospital/Facility; and,
- B. Hospital/Facility has the capability to provide a site for \_\_\_\_\_ teaching and practical experience; and,
- C. Hospital/Facility has made it a professional responsibility to assist in the educational experience of medical students by providing a medical clinical program; and,
- D. Institution is currently conducting \_\_\_\_\_ programs for which it desires to obtain the assistance of Hospital/Facility to further the training and experience Institution's students can receive toward their educational objectives; and,
- E. Institution employs physicians/faculty interested in working at Hospital/Facility while retaining their status as employees of Institution.

### TERMS

In consideration of the mutual promises and conditions contained in this Agreement, Institution and Hospital/Facility agree as follows:

#### 1.0 Purpose, Term, and General Policy of the Affiliation

- 1.1 Institution and Hospital/Facility agree to affiliate and cooperate for their mutual benefit in order to provide a high standard of health and medical services to the public and to provide research and training programs for medical students, as well as greater service than would be possible without affiliating, through this Clinical Program. Each party may continue to provide professional or Hospital/Facility services outside of this affiliation.
- 1.2 This Agreement is for a term of \_\_\_\_\_ years beginning on \_\_\_\_\_ 20\_\_\_\_ and may be renewed by mutual written consent of the parties for an unlimited number of renewal terms of \_\_\_\_\_ years each.
- 1.3 Hospital/Facility seeks to achieve the following goals with this Agreement:

- 1.3.1 To improve the quality of care while providing an environment conducive to education;
- 1.3.2 To improve its recruitment ability;
- 1.3.3 To establish an affiliate clinical program consistent with the values and needs of Hospital/Facility.
- 1.4 Institution seeks to achieve the following goals with this Agreement:
  - 1.4.1 To provide its students with the necessary clinical experience to prepare them for \_\_\_\_\_ careers;
  - 1.4.2 To provide its students and faculty with the opportunity to stay current in the \_\_\_\_\_ field; and
  - 1.4.3 To enhance and maintain strong ties to local Hospital/Facility.
- 1.5 Neither party intends for this Agreement to alter in any way their respective legal rights or their legal obligations to one another, the students and faculty assigned to Hospital/Facility, or to any third party.
- 1.6 Hospital/Facility retains final responsibility for all aspects of patient care and assumes the responsibility to perform procedures that a student has not performed if the faculty cannot assume the responsibility.
  - 1.6.1 Hospital/Facility may permit Institution faculty members to provide such patient services at Hospital/Facility as deemed necessary by Hospital/Facility for teaching purposes.
- 1.7 Both parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards, rulings, and regulations of the Joint Commission on Accreditation of Health Care Organizations, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

## 2.0 Annual Operating Plan

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- 2.1 The parties agree that each year they shall set forth a written operating plan which shall include:
  - 2.1.1 The names and a table of organization showing all Institution and Hospital/Facility physicians and employees who are participating in this Clinical Program;
  - 2.1.2 The duties of all persons providing services for the Clinical Program listed in section 2.1.1;
  - 2.1.3 A description of all resources of Hospital/Facility to be utilized by Institution;
  - 2.1.4 A description of all resources of Institution to be utilized by Hospital/Facility;
  - 2.1.5 Billing procedures for the departments and divisions covered by this Agreement;
  - 2.1.6 A list of the reports and records which the parties determine must be prepared for the Clinical Program;
  - 2.1.7 Description of the quality assurance program to be followed by Institution and Hospital/Facility;
  - 2.1.8 The clinical education programs to be provided and the starting and ending dates for each program;

- 2.1.9 The number, names, clinical assignment opportunities, and clinical assignment schedule for the students;
- 2.1.10 The name of the individual for each party who shall have authority to act for and on behalf of each party in all matters relevant to this Affiliation Agreement.

### 3.0 Curriculum

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3.1 It shall be Institution's responsibility to:

- 3.1.1 Establish and maintain for this clinical placement, curriculum standards and educational policies that meet Institution standards (and applicable \_\_\_\_\_ licensing and accreditation requirements);
- 3.1.2 Administer, organize, and operate the overall clinical placement educational program;
- 3.1.3 Provide course outlines to Hospital/Facility that include objectives, goals, and classes for each course providing clinical experience;
- 3.1.4 Provide Hospital/Facility with a copy of the Student Handbook, if any that sets forth the rules governing student behavior.

3.2 It shall be Hospital/Facility's responsibility to:

- 3.2.1 Allow faculty and students to select and arrange Hospital/Facility learning experiences that meet clinical objectives;
- 3.2.2 Orient Hospital/Facility staff to the curriculum and encourage an atmosphere conducive to learning;
- 3.2.3 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility, which Institution acknowledges shall govern Institution students and faculty involved in the clinical program;
- 3.2.4 Maintain its operating license and accreditation by the Joint Commission on Accreditation of Health Care Organizations and \_\_\_\_\_.

### 4.0 Program Coordination

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- 4.1 Institution and Hospital/Facility agree to work together to establish and maintain a quality Clinical Program. Hospital/Facility agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.
- 4.2 Institution shall provide a faculty member, who will serve as liaison with Hospital/Facility personnel.
- 4.3 Institution and Hospital/Facility agree to provide representatives to form a Liaison Committee to meet \_\_\_\_\_ to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Hospital/Facility. Institution agrees upon request to provide representatives from Institution faculty to serve on Hospital/Facility committee(s) relevant to the Clinical Program.
  - 4.3.1 Institution representatives on the Liaison Committee shall be:  
\_\_\_\_\_.

4.3.2 Hospital/Facility's representatives on the Liaison Committee shall be:

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4.4 Institution and Hospital/Facility agree to cooperate in planning hours of practice and selecting areas of clinical services so that all programs can benefit.

4.5 Neither party, nor any joint committee, shall have the power to obligate Institution or Hospital/Facility resources, or commit either to any particular action.

## 5.0 Clinical Faculty and Staff

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5.1 It shall be the responsibility of Institution to:

5.1.1 Employ and assign to this Clinical Program only those physicians/ employees who are State-licensed;

5.1.2 Employ for this Clinical Program only administrative and instructional staff who meet the applicable qualifications;

5.1.3 Discipline, terminate, reassign, and reinstate such personnel in its reasonable discretion;

5.1.4 Provide Hospital/Facility with a faculty responsibility description;

5.1.5 Assign to the Clinical Program only faculty who agree to follow Hospital/Facility rules and regulations even though they are not Hospital/Facility employees;

5.1.6 Define a faculty dress code that meets the approval of Hospital/Facility;

5.1.7 Provide representatives from Institution's faculty to serve on Hospital/Facility committee(s) at the request of Hospital/Facility;

5.1.8 Provide evidence of appropriate specialty certification for each of its provided physician faculty members.

5.2 It shall be the responsibility of Hospital/Facility to:

5.2.1 Provide Institution faculty with written policies, procedures, standards of care and protocols of Hospital/Facility;

5.2.2 Employ medical, administrative, and direct patient care staff who are currently licensed to practice medicine in the State and who are qualified either through experience and/or academically to uphold and demonstrate standards of medicine and medical care as established by Hospital/Facility;

5.2.3 Provide medical staff to assist students with clinical assignments.

## 6.0 Student Records and Student Participation in the Hospital/Facility Clinical Program

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6.1 Institution shall provide and maintain the following records and reports required by the Hospital/Facility for conducting the Clinical Program: \_\_\_\_\_.

6.2 Hospital/Facility agrees to complete the following evaluations and student records developed by Institution concerning student participation and performance in the Clinical Program:

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- 6.3 The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than Institution. Institution agrees to provide guidance to Hospital/Facility with respect to complying with FERPA.
- 6.4 It shall be Institutions responsibility to:
- 6.4.1 Send to Hospital/Facility for clinical experience only those students who have met all Institution requirements and qualifications and who agree to follow Hospital/Facility rules and regulations;
  - 6.4.2 Submit to Hospital/Facility, \_\_\_\_\_ weeks before the Clinical Program is to begin, the names of the affiliating students, the dates and the assigned areas, and update that into the final registration list \_\_\_\_\_ weeks after Institution's add/drop registration period ends;
  - 6.4.3 Ensure that students attend a Hospital/Facility orientation session during the first month of clinical experience at Hospital/Facility;
  - 6.4.4 Notify students of their assignments with Hospital/Facility;
  - 6.4.5 Provide Hospital/Facility, Institution faculty, and the students with a copy of the written Institution rules and responsibilities that apply to the student in the Clinical Program;
  - 6.4.6 Define the mechanisms for students reporting on- and off-duty;
  - 6.4.7 Define and help enforce student dress codes that meet the approval of Hospital/Facility;
  - 6.4.8 Provide Hospital/Facility with documentation that the students have successfully completed the following prerequisites, tests, and training deemed necessary for placement in the Clinical Program:
    - a. \_\_\_\_\_;
  - 6.4.9 Upon request and in compliance with FERPA, provide responsible Hospital/Facility officials with such student records as will adequately disclose the prior education and related experiences of prospective student participants.
- 6.5 It shall be Hospital/Facility's responsibility to:
- 6.5.1 Advise Institution of the number of students who can be accommodated at Hospital/Facility;
  - 6.5.2 Provide orientations to acquaint students with Hospital/Facility facilities, policies, procedures, Hospital/Facility faculty and staff, and the needs of individuals and/or groups with whom the students will be working;
  - 6.5.3 Provide written evaluations to students \_\_\_\_\_ weeks into the academic term and \_\_\_\_\_ weeks after the conclusion of the academic term;
  - 6.5.4 Provide emergency treatment in the event of accident or illness to students while in Hospital/Facility for the Clinical Program, such care to be provided at the students' expense;
  - 6.5.5 Maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operations of the facility and its care, direct and indirect of patients.
- 6.6 Institution and Hospital/Facility agree:

- 6.6.1 That any student who becomes injured or ill shall receive medical diagnosis and attention;
- 6.6.2 That any Student who does not meet the health criteria established by Hospital/Facility cannot be assigned to Hospital/Facility. Hospital/Facility has the right, at any time, to request health status reports on students;
- 6.6.3 That Institution will not be responsible for the ultimate performance of students at Hospital/Facility.
- 6.7 Student participation in Clinical Program shall be for \_\_\_\_\_ academic terms.
- 6.8 The students shall not be compensated for their participation in the Clinical Program.

## 7.0 Clinical Facilities

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- 7.1 The Hospital/Facility agrees to provide:
  - 7.1.1 Adequate facilities for the Clinical Program;
  - 7.1.2 Space for reference materials for students;
  - 7.1.3 An area where students may gather together for social and educational meetings, including meals, status conferences, etc;
  - 7.1.4 With its best efforts, conference rooms, classrooms, dressing rooms, and locker space for students and Institution faculty involved in the Clinical Program.

## 8.0 Relationship between the Parties

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- 8.1 Institution and its employees (physician and non-physician) shall not be employees of Hospital/Facility, and shall not hold themselves out as employees of Hospital/Facility. Nothing in this Agreement is intended or shall it be construed to create a joint venture relationship, a lease, or a landlord/tenant relationship.
- 8.2 Employees of Hospital/Facility shall not be considered and shall not hold themselves out to be employees of Institution.
- 8.3 Each party shall be solely liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security, and other taxes or benefits on behalf of its employees.
- 8.4 Neither party shall engage in direct purchasing or otherwise contract any liability on behalf of, or charge the credit of, the other.
- 8.5 Should the Internal Revenue Service or any other governmental agency question or challenge the independent contractor status of Institution, Hospital/Facility, or its employees, both Hospital/Facility and Institution, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions or negotiations are initiated.
- 8.6 Hospital/Facility shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of practicing privileges and of membership on Hospital/Facility staff.

- 8.7 Institution shall retain and exercise the final authority in the appointments, reappointments, revocations, amendments to, and suspensions of its faculty/employees, in accordance with Institution policies and procedures.
- 8.8 The parties acknowledge that each participates in various third-party payment programs and agree to fully cooperate with the other by providing assistance to meet all requirements for participation and payment.

## 9.0 Insurance

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- 9.1 Hospital/Facility shall, at Hospital/Facility's sole expense, procure, maintain, and keep in force for the duration of this Agreement the following insurance conforming to the minimum requirements specified below. Unless specifically noted herein or otherwise agreed to by Institution, the required insurance shall be in effect prior to the commencement of work by Hospital/Facility and shall continue in force as appropriate until the latter of:
- 9.1.1 Final acceptance by Institution of the completion of this Agreement; or
  - 9.1.2 Such time as the insurance is no longer required by Institution under the terms of this Agreement.
- 9.2 Any insurance or self-insurance available to Institution shall be excess of and noncontributing with any insurance required by Hospital/Facility. Hospital/Facility's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by Institution, Hospital/Facility shall provide Institution with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by this Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Hospital/Facility has knowledge of any such failure, Hospital/Facility shall immediately notify Institution and immediately replace such insurance or bond with insurance or bond meeting the Agreement's requirements.
- 9.2.1 Workers' Compensation and Employers Liability Insurance Hospital/Facility shall provide proof of workers' compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.
  - 9.2.2 Commercial General Liability Insurance
    - a. Minimum limits required:
      - \$1,000,000 General Aggregate
      - \$1,000,000 Products & Completed Operations Aggregate
      - \$1,000,000 Personal and Advertising Injury
      - \$1,000,000 Each Occurrence
    - b. Coverage shall be on an occurrence basis and shall be at least as broad as ISO 2001 form CG 00 01 10 01 and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, and liability assumed under contract.
  - 9.2.3 Business Automobile Liability Insurance
    - a. Minimum limit required: \$5,000,000 combined single limit per occurrence for bodily injury and property damage.

- b. Coverage shall include owned, non-owned, and hired vehicles.
- c. Coverage shall be written on ISO form CA 00 01 10 01 or a substitute providing equal or broader liability coverage.

9.2.4 Professional Liability/Errors & Omissions Insurance

- a. Minimum limit required: \$1,000,000 per Claim.
- b. Minimum limit required: \$3,000,000 Annual Aggregate.
- c. Retroactive date: Prior to commencement of the performance of this Agreement.
- d. Discovery period: Three (3) years after termination of Agreement.
- e. A certified copy of this policy is required.

9.2.5 Umbrella or Excess Liability Insurance

- a. May be used to achieve the above minimum liability limits.
- b. Shall be endorsed to state it is "As Broad as Primary Policies."

9.2.6 General Requirements

- a. Deductibles and Self-insured Retentions: Insurance maintained by Hospital/Facility shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by Institution. Such approval shall not relieve Hospital/Facility from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000.00 per occurrence, unless otherwise approved by the NSHE Risk Manager.
- b. Approved Insurer: Each insurance policy shall be:
  - i. Insured by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made; and
  - ii. Currently rated by AM. Best as "A- IX" or better.

9.3 Institution shall maintain, at its own cost and expense, professional liability insurance covering Institution as an entity and each of its provided physicians/employees and students against professional liability (malpractice) claims, in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate. Evidence of such insurance shall be provided to Hospital/Facility upon request. This provision shall in no way be considered a waiver of Institution's right to raise the defense of sovereign immunity under NRS 41.0305 to NRS 41.039, which right Institution specifically reserves. Torts claims against physicians/employees are limited to \$75,000.00 per cause of action by the provisions of said professional liability insurance and by NRS 41.035.

9.4 Institution shall carry Workers Compensation and Employers Liability Insurance as required by NRS 616B.627 or provide proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters, is not required.

9.5 Institution shall maintain self-insurance to cover the Institution's liability under NRS Chapter 41. Coverage shall include liability arising out of bodily injury, wrongful death, and property damage.

## 10.0 Access

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Contractor agrees to provide Institution and its insurer access and authority to investigate on site and to obtain such information from Contractor as may be required to defend the Institution and its officers or employees from claims or litigation arising from activities under this Agreement.

## 11.0 Indemnification

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- 11.1 Hospital/Facility shall indemnify, defend, and hold harmless Institution, its governing board, officers, faculty, agents, employees and from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Hospital/Facility or any of its medical staff, employees, or the residents which may occur during or which arise out of the performance of this Agreement.
- 11.2 To the extent limited in accordance with NRS 41.0305 to NRS 41.039, Institution shall indemnify, defend, and hold harmless Hospital/Facility, its governing board, officers, faculty, agents, and employees from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses, including attorney fees, arising either directly or indirectly from any act or failure to act by Institution, its officers or employees, which may occur during or which may arise out of the performance of this Agreement, and limited to the extent of the professional liability insurance limits set forth in paragraph 9.3 hereinabove. In accordance with NRS Chapter 41, Institution will assert the defense of sovereign immunity as appropriate in all cases, including malpractice and indemnity actions. Claims against Institution, its officers, and employees are limited to \$75,000.00 per cause of action.
- 11.3 In the event each of the parties is found to be at fault, then each shall bear its own costs and attorney's fees and its proportionate share of the judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.
- 11.4 This Article shall continue beyond termination or expiration of this Agreement.

## 12.0 Termination of the Agreement

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- 12.1 This Agreement may be terminated without cause upon providing at least \_\_\_\_\_ days' written notice to the other party prior to the beginning of the next academic term. Such termination must not affect students affiliated with Hospital/Facility for the academic term in which notice is given.
- 12.2 This Agreement may be terminated for cause by the non-offending party, as follows:
  - 12.2.1 In the event Institution or Hospital/Facility fails by omission or commission in any substantial manner to provide the services in accordance with this Agreement; or
  - 12.2.2 In the event either party becomes insolvent or has a bankruptcy petition filed against it; or,
  - 12.2.3 In the event either Institution or Hospital/Facility or their staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Hospital/Facility or Institution.
  - 12.2.4 Such termination shall be effective upon written notice to the other.
- 12.3 This Agreement may be terminated by either party if the other party has substantially defaulted in the performance of any other obligation under this Agreement, if the terminating party first gives thirty (30) days written notice of the default, and the defaulting party has an additional ninety (90) days to cure the

default, provided the defaulting party is proceeding to cure with diligence and has given written assurances to the non-defaulting party of the intent to cure.

- 12.4 Upon termination of this Agreement, neither party shall have any further obligations hereunder except for obligations accruing prior to the date of termination, obligations that are expressly extended beyond the term of this Agreement including indemnification, and obligations made by Hospital/Facility with respect to any student.

## 13.0 Non-Discrimination and Compliance with Laws

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- 13.1 The parties agree in this clinical program to comply with all the federal, state, local, and institutional laws, ordinances and rules applicable to Institution, and specifically agree not to unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability, or national origin, and to comply with all anti-discriminatory laws and policies which Institution promulgates and to which Institution is subject.

## 14.0 Withholding

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With respect to employee compensation for services provided in connection with this Agreement, each party shall indemnify the other for their own employees' withholding taxes, workers compensation, and other employment-related taxes.

## 15.0 Entire Agreement Modification

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This Agreement contains all the terms between the parties and may be amended only in writing signed by both parties.

## 16.0 Severability

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Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of the agreement is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

## 17.0 Governing Law

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The parties agree that the laws of the State of Nevada shall govern the validity, construction, interpretation, and effect of this agreement. Any and all disputes arising out of or in connection with the agreement shall be litigated only in the Second Judicial District Court in and for the County of Washoe, State of Nevada, and Hospital/Facility hereby expressly consents to the jurisdiction of said court.

## 18.0 Assignment

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Nothing in this Agreement shall be construed to permit the assignment by Hospital/Facility or Institution of any rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of either Institution or Hospital/Facility.

## 19.0 Notice

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Any notice to either party hereunder must be in writing signed by the party giving it and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or express mail, or other overnight mail service, or hand delivered, when addressed as follows:

To Institution: Truckee Meadows Community College  
Finance and Administrative Services  
7000 Dandini Blvd., Sierra 202d  
Reno, NV 89512

Copy to: Truckee Meadows Community College  
«Name of Department & Address»

To Hospital/Facility: «Full Legal Name of Hospital/Facility»  
«Address of Hospital/Facility»

or to such other addressee as may be hereafter designated by written notice. All such notices shall be effective only when received by the addressee.

## 20.0 Paragraph Headings

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The paragraph headings in this Agreement are used only for ease of reference and do not limit, modify, construe, or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the authorized representative(s) of Hospital/Facility and of Institution execute this Agreement.

### INSTITUTION

Board of Regents of the Nevada System of Higher Education on behalf of Truckee Meadows Community College

By:

\_\_\_\_\_

Dr. Maria Sheehan

President

Date: \_\_\_\_\_

### HOSPITAL/FACILITY

«Full Legal Name of Hospital/Facility»

By:

\_\_\_\_\_

«Name»

«Title»

Date: \_\_\_\_\_