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SAN BERNARDINO COUNTY

Contract Number

SAP Number

Arrowhead Regional Medical Center

Department Contract Representative	Andrew Goldfrach
Telephone Number	(909) 580-6150
Contractor	View Behavioral Health-Colton II LLC
Contractor Representative	Devon Andre
Telephone Number	949-698-2142
Contract Term	August 18, 2026 through August 17, 2031
Original Contract Amount	
Amendment Amount	
Total Contract Amount	Non-Financial
Cost Center	
Grant Number (if applicable)	

BEHAVIORAL HEALTH TRANSFER AGREEMENT

This Behavioral Health Transfer Agreement ("Agreement") is entered into by and between San Bernardino County, hereinafter referred to as "County," on behalf of Arrowhead Regional Medical Center, hereinafter referred to as "Medical Center," and View Behavioral Health-Colton II LLC. hereinafter referred to as "Affiliate."

RECITALS

WHEREAS, County is a political subdivision organized and existing under the constitution and laws of the State of California, which operates Medical Center, which is a general acute care hospital licensed by the State of California that has a behavioral health department; and

WHEREAS, the Affiliate is **a** Psychiatric Health Facility

WHEREAS, the parties have determined that it would be in the best interest of patient care to enter into a transfer agreement to enable Affiliate to transfer patients requiring higher level of care services to Medical Center; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. DEFINITIONS

A. "Effective Date" refers to the date this Agreement is fully executed.

B. "Insurer" includes any health plan that provides coverage for medical services to a Patient, including, but not limited to Medi-Cal, Medicaid, Medicare, Tri-Care, self-insured health plans, and health insurance companies.

C. "Patient" shall refer to a patient of Affiliate whom Affiliate seeks to transfer to the Medical Center for higher level of care services.

II. TRANSFER ARRANGEMENTS

A. In the event that a physician at Affiliate determines that a Patient has a medical need to be transferred to the Medical Center for higher level of care services, the physician shall document the medical need and that the Patient is appropriate for transfer in accordance with all applicable federal and state laws and regulations, the Healthcare Facilities Accreditation Program (HFAP) and any other applicable bodies as well as with applicable requirements of Affiliate's transfer policy.

B. A physician or staff member at Affiliate shall telephonically notify a physician at Medical Center of the need for transfer of the Patient and obtain consent from the Medical Center for the transfer. Except where otherwise provided by law, the Medical Center shall make the determination of whether to accept the Patient based on the Medical Center's capacity and capability to provide the higher level of care services to the Patient.

C. Affiliate shall arrange and coordinate the method of transfer of the Patient to the Medical Center and shall assume responsibility for the Patient's care and safety during transport. A physician at Affiliate shall, given the Patient's condition, designate the appropriate level of care, including qualified personnel and appropriate equipment needed during the transfer. Medical Center shall not be responsible for the Patient until arrival at Medical Center. Under no circumstances shall Medical Center be responsible for the costs associated with the transfer of the Patient from Affiliate to Medical Center.

D. Affiliate shall send to the Medical Center, with the Patient, all information concerning the Patient, which is required to ensure continuity of care, including but not limited to, a transfer summary, copies of appropriate portions of the Patient's medical records, and any other information which is appropriate or required by Federal or State law or regulation. Medical records that are maintained by each party shall remain the property of that party.

E. A physician at Affiliate shall notify the Patient or Patient's legal representative of the transfer and shall provide any additional information required by State and Federal law or regulation; except that notification is not required where the individual is unaccompanied; where reasonable efforts have been made to locate a representative of the Patient; and, where notification of the individual is not reasonably practical due to the Patient's physical

or mental condition. Written acknowledgement of notification (or lack of notification, where applicable) shall be appropriately documented in accordance with appropriate Federal or State laws or regulations.

F. Personnel at Affiliate shall be responsible for assuring that the Patient is accompanied by any personal effects that the Patient brought to Affiliate, or shall otherwise make appropriate disposition of the Patient's personal effects.

G. Medical Center agrees to accept and provide appropriate medical treatment to each Patient for whom a physician at Medical Center and Medical Center has consented and confirmed acceptance of transfer.

H. The Medical Center and Affiliate each agree to meet the expectations identified below, relative to the safe quality provision of care, treatment, and/or service under this Agreement:

1. Abide by applicable law, regulation, and its own policy in the provision of care, treatment, and service.
2. Abide by applicable standards of accrediting and certifying agencies to which each facility itself must adhere.
3. Maintain and participate in its own quality improvement program, responds to concerns regarding care, treatment, and service rendered, and undertakes corrective actions necessary to address issues identified.
4. Assure that care, treatment, and/or service is provided in a safe, effective, efficient, and timely manner emphasizing the need to - as applicable to the scope and nature of the contract service - improve health outcomes and prevent and reduce medical errors.

III. CONSENT

A. A physician at Affiliate shall, in addition to any applicable requirements in Section II above, obtain informed consent for the transfer of the Patient or Patient's legal representative for higher level of care services at the Medical Center. Such consents shall be documented in writing in accordance with applicable Federal and State laws.

IV. BILLING

A. In the event Affiliate is treating a patient in its emergency department, and Affiliate reasonably concludes that the patient has an emergency medical condition as defined under the Emergency Medical Treatment and Labor Act ("EMTALA"), and Affiliate determines that the patient is in need of emergency specialized inpatient hospital services at Medical Center, Medical Center shall accept such Patient subject to staffing availability in accordance with the requirements of the EMTALA statute and implementing regulations. Unless prohibited by law, all charges incurred by the Patient with respect to any services performed by the Medical Center for Patients transferred to Medical Center pursuant to this Section IV(A) shall be billed and collected by Medical Center directly from the Patient, third-party coverage, Insurer, or other sources normally billed by Medical Center in accordance with all applicable federal and state laws.

B. For all non-emergent patients or admitted patients at Affiliate who are transferred to Medical Center under this Agreement for higher level of care services, the Medical Center

shall bill in accordance with its usual and customary practices the patient and those third-parties financially responsible for the care rendered to the Patient by the Medical Center, including, but not limited to third-party health plans and Insurers.

V. INSURANCE

A. Affiliate shall comply with the insurance requirements set forth on Attachment A, the terms of which are incorporated herein by this reference.

B. Medical Center represent it is an authorized self-insured public entity for purposes of general liability and professional liability, and warrants that through its insurance policies and/or program of self-insurance, it has adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this Agreement.

VI. INDEMNIFICATION

Affiliate agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County/Medical Center and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County/Medical Center on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. Affiliate's indemnification obligation applies to the County/Medical Center's "active" as well as "passive" negligence but does not apply to the County/Medical Center's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

VII. TERM AND TERMINATION

A. This Agreement is effective as of the Effective Date and shall have a term of five (5) years from the Effective Date, unless earlier terminated pursuant to the provisions of this Agreement.

B. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other party.

C. Either party may also terminate this Agreement immediately upon written notice to the other party in the event of the following:

1. Either party or their principals are suspended or excluded from the Med-Cal or Medicare Program;
2. Either party becomes insolvent, files a petition to declare bankruptcy or for reorganization under the bankruptcy laws of the United States, a trustee in bankruptcy or a receiver is appointed by appropriate authority for the party, or upon an assignment of a substantial portion of the assets of the party for the benefit of creditors;
3. Either party loses any accreditation or licensures which is material for the provision of services under this Agreement;
4. It becomes unlawful for either party to remain in a contractual relationship with the other party; or

5. Any other basis for which immediate termination is explicitly permitted as specified in the terms of this Agreement.

D. The ARMC Chief Executive Officer is authorized to terminate this Agreement on behalf of the County.

VIII. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or deposited in the United States mail, postage prepaid, or by courier services or messenger, and addressed to the other party as follows:

To County:

Arrowhead Regional Medical Center
400 N. Pepper Avenue
Colton, CA 92324
Attn: ARMC Chief Executive Officer

To Affiliate:

View Behavioral Health-Colton II
1280 E **Cooley Drive**
Colton**, CA 92324**

Any such notice to any party deposited in the mail for delivery by the United States Postal Service shall be deemed for all purposes of this Agreement to have been given 48 hours after such deposit. Notice delivered by personal service, courier or messenger shall be deemed given upon delivery.

IX. DEBARMENT AND SUSPENSION

Each party hereby represents and warrants that it is not and at no time has been convicted of any criminal offense related to health care nor has been debarred, excluded, or otherwise ineligible for participation in any federal or state government health care program, including Medicare and Medicaid. Further, each party represents and warrants that no proceedings or investigations are currently pending or to the party's knowledge threatened by any federal or state agency seeking to exclude the party from such programs or to sanction the party for any violation of any rule or regulation of such programs.

X. EXCLUDED PROVIDERS

Each party shall comply with the United States Department of Health and Human Services (HHS), Office of Inspector General (OIG) requirements related to eligibility for participation in Federal and State health care programs. State and Federal law prohibits any payment to be made by Medicare, Medicaid (Medi-Cal) or any other federal health care program for any item or service that has been furnished by an individual or entity that has been excluded or has been furnished at the medical direction or prescription of a physician, or other authorized person, who is excluded when the person furnishing the item or service knew or had reason to know, of the exclusion.

Each party shall screen all current and prospective employees, physicians, partners and persons having five percent (5%) or more of direct ownership or controlling interest of the party for eligibility against the OIG's List of Excluded Individuals/Entities to ensure that

ineligible persons are not employed or retained to provide services related to this Agreement. The OIG's website can be accessed at: http://oig.hhs.gov/fraud/exclusions.asp.

Each party shall have a policy regarding sanctioned or excluded employees, physicians, partners and owners that includes the requirement for these individuals to notify the party administration should the individual become sanctioned or excluded by OIG.

Each party shall immediately notify the other party should an employee, physician, partner or owner become sanctioned or excluded by OIG and/or HHS and prohibit such person from providing any services, either directly or indirectly, related to this Agreement.

XI. GENERAL PROVISIONS

A. Non-Exclusive

This Agreement shall be non-exclusive between the parties. Nothing in this Agreement shall be construed as limiting the rights of either party to contract with any other health facility on a limited or general basis.

B. Assignment

Neither party hereto shall assign or transfer this Agreement, in whole or in part, or any of its rights, duties, or obligations under this Agreement, without the prior written consent of the other Party hereto.

C. Compliance with Laws

The parties shall comply with all applicable federal, state and local laws, regulations and ordinances, including applicable standards of the Joint Commission and any other applicable accrediting bodies, and reasonable policies and procedures of the parties. To the extent that any provision of this Agreement conflicts with EMTALA or state licensing laws for the provision of emergency services and care, as such laws may be amended, the provisions of EMTALA or the state licensing laws, as applicable, shall take precedence over and/or automatically supersede any inconsistent provisions of this Agreement.

D. Severability

The provisions of this Agreement are specifically made severable. If a provision of the Agreement is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

E. Representation of the County

In the performance of this Agreement, each party and their respective agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the other party.

F. Relationship of the Parties

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.

G. Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Agreement or the parties' relationship with each other may be made or used without prior written approval of the other party.

H. Governing Law and Venue

This Agreement shall be governed by and construed according to the laws of the State of California. The parties acknowledge and agree that this Agreement was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Agreement will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

I. Employment Discrimination

During the term of the Agreement, the parties shall not willfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, gender, marital status, age, political affiliation, disability or sexual orientation. The parties shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

J. Informal Dispute Resolution

In the event that a party determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

K. Records

The parties shall maintain all records and books pertaining to the delivery of services under this Agreement and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records shall be considered grounds for termination of the Agreement.

All records relating to the parties' personnel, consultants, subcontractors, Services/Scope of Work and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (0MB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

During the term of this Agreement, plus four (4) years after the term, both parties will comply with all applicable requirements of 42 CFR Section 420.302, including without

limitation: (i) retaining required documents, and (ii) giving the US Comptroller General, HHS, and their duly authorized representatives access to its contract, books, documents, and records under this Agreement and those of any organizations related to the parties.

L. Health Insurance Portability and Accountability Act (HIPAA)

The parties agree to comply with all applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), 42 United States Code 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Federal Regulations Parts 160, 162 and 164, and patient confidentiality laws, including but not limited to California Civil Code 56 et seq., and Health and Safety Code 1280.15 and 130200 et seq., and the requirements of the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 and any implementing regulations.

M. Entire Agreement

This Agreement, including all attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

N. Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

0. California Consumer Privacy Act

To the extent applicable, if Affiliate is a business that collects the personal information of a consumer(s) in performing services pursuant to this Agreement, Affiliate must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Affiliate must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Affiliate must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Agreement. Affiliate must immediately provide to the County any notice provided by a consumer to Affiliate pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Agreement. Affiliate must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, San Bernardino County on behalf of Arrowhead Regional Medical Center and the Affiliate have each caused this Agreement to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY on behalf of Arrowhead Regional Medical Center

►

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By _____
Deputy

View Behavioral Health-Colton II LLC
dba View Behavioral Health Colton Children's

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Devon Andre, MMS, PA

(Print or type name of person signing contract)

Title Chief Administrative Officer

(Print or Type)

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

►

Charles Phan, Supervising Deputy County Counsel

Date _____

ATTACHMENT A

Affiliate agrees to provide insurance set forth in accordance with the requirements herein. If Affiliate uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Affiliate agrees to amend, supplement or endorse the existing coverage to do so.

1. Without in anyway affecting any indemnity obligations provided and in addition thereto, Affiliate shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

   a. Workers' Compensation/Employer's Liability - A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of Affiliate and all risks to such persons under this contract. If Affiliate has no employees, it may certify or warrant to Medical Center that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by Medical Center's Director of Risk Management. With respect to contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

   b. Commercial/General Liability Insurance -Affiliate shall carry General Liability Insurance covering all operations performed by or on behalf of Affiliate providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:
      i. Premises operations and mobile equipment.
      ii. Products and completed operations.
      iii. Broad form property damage (including completed operations).
      iv. Explosion, collapse and underground hazards.
      v. Personal injury.
      vi. Contractual liability.
      vii. $2,000,000 general aggregate limit.

   c. Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence. If Affiliate is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence. If Affiliate owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

   d. Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the

umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Professional Liability - Professional Liability Insurance with limits of not less than one million ($1,000,000) per claim and two million ($2,000,000) aggregate limits

f. Cyber Liability Insurance - Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved Medical Center and cover breach response cost as well as regulatory fines and penalties.

g. Abuse/Molestation Insurance -Affiliate shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

2. **Additional Insured.** All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming Medical Center and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for Medical Center to vicarious liability but shall allow coverage for Medical Center to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. **Waiver of Subrogation Rights.** Affiliate shall require the carriers of required coverages to waive all rights of subrogation against Medical Center, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Affiliate and Affiliate's employees or agents from waiving the right of subrogation prior to a loss or claim. Affiliate hereby waives all rights of subrogation against Medical Center.

4. **Policies Primary and Non-Contributory.** All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by Medical Center.

5. **Severability of Interests.** Affiliate agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Affiliate and Medical Center or between Medical Center and any other insured or additional insured under the policy.

6. **Proof of Coverage.** Affiliate shall furnish Certificates of Insurance to Medical Center evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to Arrowhead Regional Medical Center, and Affiliate shall maintain such insurance from the time Affiliate commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Affiliate shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

7. **Acceptability of Insurance Carrier.** Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- Vil".

8. **Deductibles and Self-Insured Retention.** Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. **Failure to Procure Coverage.** In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, Medical Center has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by Medical Center will be promptly reimbursed by Affiliate or Medical Center payments to Affiliate will be reduced to pay for Medical Center purchased insurance.

10. **Insurance Review.** Insurance requirements are subject to periodic review by Medical Center. The Medical Center's Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of Medical Center. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against Medical Center, inflation, or any other item reasonably related to Medical Center's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Affiliate agrees to execute any such amendment within thirty (30) days of receipt. Any failure, actual or alleged, on the part of Medical Center to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of Medical Center.