

RISK ASSESSMENT OR MODIFICATION OF INSURANCE TERMS

Use this form to request a risk assessment and determine proper insurance requirements when developing a contract. ****Please attach contract and prior Risk Management approval(s) if any****

DATE: 7/14/26

TO: RiskMgmtInsurance@ceo.oc.gov

FROM: Robert Balma

645-7112

Probation

County Employee

Phone #

County Department

CONTRACT	☐ Commodities	☐ Public Works	☒ Services
TYPE	☐ Lease/License	☐ A & E	☐ Other

Vendor Name: Cell Dogs, Inc.

 IFB: ☐ Yes ☒ No Contract or RFP #: 057-26010597 Contract Amount: \$701,475 3 YRS
Insurance Type to Reviewed for Waiver or Modification of Terms

☐ Commercial General Liability (CGL)	☒ Workers' Compensation (W/C)	☐ Property Insurance
☒ Commercial Auto Liability (AL)	Employer's Liability	☒ Indemnification
☒ Professional Liab. (Errors & Omissions)	☒ Sexual Misconduct	☐ Limitation of Liability
☒ Network Security & Privacy Liability	☐ Technology Error & Omissions	☐ High Risk
☐ Other: _____		

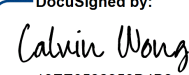
Request and Justification (add another page if necessary):

Please see the attached.

To Be Completed by CEO/Risk Management☒ Approved☒ Denied☐ Approved as Modified**Comments**

Comments attached.

CEO Risk Management:

 DocuSigned by:

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Date: 7/27/2026

Note: CEO Risk Management acts as an advisory to departments regarding risk assessments. Any change to a contract requires a formal modification.

Request and Justification for Mutual Indemnification Language and Insurance Waivers

Since 2010 the Probation Department has had a Memorandum of Understanding (MOU) with Cell Dogs for Youth Rehabilitation Through Dog Training. Previous versions of the MOU were non-financial. Cell Dogs is no longer able to provide the dog training program free of charge to the Probation Department. A sole source justification was completed and approved by the County Purchasing Office/ Due to the unique nature of the program, Cell Dogs is requesting mutual indemnification language and insurance waivers.

Cell Dogs will be responsible for selection of canines for the program, but it will be up to Probation to select youth to participate. The contractor states this represents a dual level of responsibility and liability. As a result, Cell Dogs is requesting mutual indemnification language for this agreement. Cell Dogs is also requesting waivers for some insurance requirements. Cell Dogs is a non-profit organization and does not have a physical location. Cell Dogs will not have access to sensitive information, nor do they request information about youth in the program. The program will be conducted in visible areas and Cell Dogs staff will always be supervised. Cell Dogs will not have access to County computer systems.

Risk Comments:

The insurance modifications are acceptable. Auto liability shall be no less than the state required minimum financial responsibility. Sexual Abuse Molestation coverage will not be required as interactions are monitored by staff. Network Security & Privacy Liability is also not required as contractor will not have any access to County network or any private information.

Mutual indemnity was previously approved as the prior MOU was non-financial. This is now a sole source cost contract and County standard is sole indemnity. County Counsel and Risk proposed a modification to the County standard of sole indemnity to include mutual indemnification. Our proposed language would exclude acts of youths, subcontractors, agents, and dogs. A dog bite is strict liability. There cannot be mutual indemnity. Contractor did not agree to the modification.