

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

August 19, 2025

FROM

GILBERT RAMOS, Assistant Executive Officer, Human Services

SUBJECT

Non-Financial Stop the Bleed® Sublicensing Agreement for STOP THE BLEED® Educational License

RECOMMENDATION(S)

1. Approve non-financial STOP THE BLEED® Sublicensing **Agreement No. 25-644**, including non-standard terms, with STB, Inc. dba Stop the Bleed Coalition, for STOP THE BLEED® Educational License, for the period of September 1, 2025 through August 31, 2028.
2. Authorize the Assistant Executive Officer to electronically sign and approve the STOP THE BLEED® Sublicensing Agreement and any subsequent non-substantive amendments, on behalf of the County, subject to review by County Counsel.
3. Direct the Assistant Executive Officer to transmit the STOP THE BLEED® Sublicensing Agreement and any subsequent non-substantive amendments to the Clerk of the Board of Supervisors within 30 days of execution.

(Presenter: Gilbert Ramos, Assistant Executive Officer, 387-4261)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Provide for the Safety, Health and Social Service Needs of County Residents.

Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.

Focus on Recovery and Resiliency Following Major Emergency Responses such as the December 2, 2015 Terrorist Attack (SB Strong) and the Global COVID-19 Pandemic.

FINANCIAL IMPACT

This item will not result in the use of Discretionary General Funding (Net County Cost) as the recommended STOP THE BLEED® Sublicensing Agreement (Agreement) is non-financial in nature.

BACKGROUND INFORMATION

Human Services (HS) recommends the Board of Supervisors approve the STOP THE BLEED® (STB) Educational License to allow the Human Services Emergency Services Unit (HSESU) to provide internal certification to onboard instructors for the STB program and move the validity of certification of those trained by HSESU to the organization, San Bernardino County (County).

Currently, County staff are certified through individual Instructor licenses (the HSESU team). Initiating the organizational upgrade of having the County as the certifying agent ensures that as the unit changes, the legitimacy and longevity of the certifications of those individuals educated through the program is not compromised. STB certification means that an individual has been taught the basic tenets of stopping life-threatening bleeding. Certification is only received once

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participants have completed the hands-on portion of the class, which teaches the skills of applying direct pressure, wound packing, and use of a tourniquet.

STB is a national campaign to encourage bystanders to become trained, equipped, and empowered to help in a bleeding emergency before professional help arrives. It is a public/private partnership led by the Department of Defense (DOD) and many other stakeholders. STB, Inc. dba Stop the Bleed Coalition (Coalition) is a community of individuals and organizations whose goal is to support the campaign by providing access to information and services to the community. This continues the County role of convening conversations on community collaboration and collective action, and helps develop a stronger, safer, and more resilient County workforce.

HSESU is committed to equipping County staff, who are all eligible to be called upon as disaster service workers, with the knowledge and skills to respond to emergencies. As such, HSESU staff are currently STB instructors for the County. STB kits were purchased in 2024 to meet requirements set forth in Assembly Bill (AB) 2260 and AB 70 which require trauma kits to be available for institutional buildings with an occupancy of 200 or more, and gives direction for responsibility requirements including training and liability. In support of the training requirements, HSESU would like to pursue an educational license through Coalition's STB sublicensee program for governmental agencies. Partnering with this agency for this program assists the County in addressing the public health, safety, and social service needs of its residents.

The Agreement is the Coalition's standard agreement approved by the DOD, which contains terms that differ from the standard County contract. The non-standard terms include the following:

1. This Agreement is governed by federal law and venue is the District Court for the Eastern District of Virginia.
 - The County standard contract requires California governing law and for venue to be in Superior Court of California, San Bernardino County.
 - Potential Impact: The County will need to hire outside counsel competent in that state to advise on any issues or claims arising under the Agreement, which may result in additional expenses that exceed the total Agreement amount.
2. The Agreement does not require the Coalition to indemnify the County, as required by County Policy 11-07.
 - The County standard contract indemnity provision requires the Contractor to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors, or omissions of any person. The standard contract provision for intellectual property indemnity is: Contractor will indemnify, defend, and hold harmless County and its officers, employees, agents, and volunteers, from any and all third party claims, costs (including, without limitation, reasonable attorneys' fees) and losses for infringement of any United States patent, copyright, trademark, or trade secret (Intellectual Property Rights) by any goods or services.
 - Potential Impact: The Coalition is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from the Coalition's negligent or intentional acts and intellectual property infringement. If

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the County is sued for any claim, including intellectual property infringement, the County may be solely liable for the costs of defense and damages.

3. This Agreement does not require Coalition to meet the County's insurance standards as required pursuant to County Policies 11-07 and 11-07SP.
 - County policy requires that all contractors carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
 - Potential Impact: The County has no assurance that Coalition will be financially responsible for claims that may arise under the Agreement, which could result in expenses to the County that executed the total Agreement amount.
4. The Agreement does not comply with standard acknowledgement that the County is a political subdivision and subject to compliance with local and state open meetings and public records laws.
 - This Agreement indicates that each Party shall keep information confidential.
 - Potential Impact: The County is subject to compliance with Regulations including without limitation, the County Sunshine Ordinance, County code of Ordinances Section 19.0101, California Public Records Act (Government Code Section 7920.005), and Sublicensee's obligations hereunder cannot conflict with its compliance with the Regulations. The County will need to be aware of its obligation to notify the Coalition prior to any disclosure, including in response to a California Public Records Act (CPRA) request. The County may incur liability from failing to disclose information pursuant to a CPRA request or open public meeting, noted above. In addition, the County could be deemed in breach of contract and incur liability to the Coalition for disclosure of the Coalition's information, regardless of whether the disclosure is intentional or inadvertent.

HS recommends approval of the Agreement, including non-standard terms, as HS staff may be the first to assist injured individuals (clients, visitors, and colleagues) before emergency responders arrive. The Educational License being assigned to the County will ensure long-term stability, credibility, and centralized oversight. It will also provide expanded access to official training materials, course updates, instructor management tools, and reporting features. This will enable the County to offer consistent, high-quality instruction, increase the number of training courses offered, and expand outreach to HS staff, which also supports the continued safety and resiliency of the County.

PROCUREMENT

This is a non-competitive procurement based on proprietary training and branded course materials. The STB program and materials are only available with licensing through an agreement with the Coalition. The Purchasing Department supports this non-competitive procurement.

REVIEW BY OTHERS

This item has been reviewed by Human Services Contracts (Patty Steven, Administrative Manager, 388-0241) on July 14, 2025; County Counsel (Daniella Hernandez, Deputy County Counsel, 387-5455) on July 15, 2025; Risk Management (Greg Ustaszewski, Staff Analyst II, 386-8655) on July 17, 2025; Purchasing (Ariel Gill, Supervising Buyer, 387-2070) on July 18,

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2025; and County Finance and Administration (John Hallen, Principal Administrative Analyst, 388-0278) on August 4, 2025.

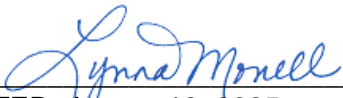
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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: August 19, 2025



cc: HS - Paredes w/agree for sign
Contractor - c/o HS w/agree
File - w/agree
MBA 08/20/2025