

Attachment A

Good Samaritan Site and Services Agreement

SITE AND SERVICES AGREEMENT

Between

COUNTY OF SANTA BARBARA

And

GOOD SAMARITAN SHELTER

THIS SITE AND SERVICES AGREEMENT (hereinafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereinafter County) and Good Samaritan Shelter (hereinafter Good Samaritan), with a principal place of business at 401 W. Morrison Avenue, Santa Maria, CA, 93458, with reference to the following:

WHEREAS, County operates a Health Care for the Homeless Program under the Health Resources and Services Administration Homeless Population Program, which coordinates with other community health providers and social service agencies to provide a tailored and comprehensive approach to delivering health care to homeless individuals; and

WHEREAS, Good Samaritan is a comprehensive social service agency providing shelter, meals, and substance abuse treatment to people who are homeless and dealing with substance abuse issues;

WHEREAS, County and Good Samaritan believe that through collaboration, County will expand healthcare services for the homeless population by providing clinic-based, basic medical care to homeless individuals who utilize Good Samaritan's resources.

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

1. **ADMINISTRATION AND ENFORCEMENT.** The Provisions of this Agreement shall be administered and enforced for the County by the County Health Department's (CHD) Health Care for the Homeless Program. CHD shall thereby be responsible for evaluating program activities, data collection, and implementing a quality-control plan for the services to be provided pursuant to this Agreement.

2. **SERVICES TO BE PROVIDED.** To achieve the objectives of the Health Care for the Homeless Program at Good Samaritan, the parties agree to provide the services set forth below:

A. County Services. County agrees to provide a healthcare clinician at the Good Samaritan Shelter sites to provide basic medical services to the homeless population served by Good Samaritan as well as other homeless individuals seeking basic medical services. The basic medical services to be provided by County at the Good Samaritan Shelter sites shall be diagnosis, treatment, education, follow-up care when appropriate, disbursement of pharmaceuticals, and referrals to specialty medical services. County shall provide these basic medical services regardless of the individual's ability to pay. County shall staff the Good Samaritan Shelter site clinics no more than nineteen (19) hours per week.

B. Good Samaritan Services. Good Samaritan agrees to coordinate the delivery of basic medical services by County by distributing informational pamphlets to homeless individuals describing the availability of the clinic services at Good Samaritan shelter sites for basic medical services, referring homeless individuals to the shelter clinic sites, and encouraging homeless individuals to schedule appointments as needed. Good Samaritan also agrees to provide County with internet connections in the clinic to enable the healthcare clinician to access CHD databases and systems necessary for providing patient care.

C. Representation at Coalitions and Task Forces. Both parties agree to continue to send representatives to meetings of local coalitions and task forces for the homeless community.

3. **USE OF GOOD SAMARITAN'S PREMISES**. Good Samaritan agrees to provide County with the use of one room at its facilities located at the addresses listed in Exhibit A to serve as a clinic to provide the basic medical services to the homeless population as set forth above in Section 2 (Clinic Room). The Clinic Rooms provided by Good Samaritan to County are outlined in Exhibit A and easily accessible to those seeking basic medical services. County shall not expand its use of the Clinic Room beyond the scope of this Agreement, nor use the Clinic Room for any other purposes without the expressed written consent of Good Samaritan. Good Samaritan may relocate the Clinic Room from time to time to another comparable space as determined by Good Samaritan in its discretion, provided prior notice is given to County and that the new space is compliant with the requirements of the Americans with Disabilities Act. County and Good Samaritan mutually agree to refrain from permitting or allowing any nuisance or other activity, noise, or smell that would unreasonably interfere with the other party's use and operations of the property, as reasonably determined by both parties.

4. **NO FEE FOR USE**. Good Samaritan agrees that County shall be entitled to use the Clinic Room as set forth above in Section 3 without charge in consideration for providing basic medical services for homeless individuals at Good Samaritan.

5. **TERM AND TERMINATION**. This Agreement shall be effective upon County receiving confirmation of continued funding by the Bureau of Primary Health Care (BPHC) and execution of this Agreement by County officials. The term of this Agreement is June 23, 2026 through June 30, 2027. If both parties agree in writing, the CHD Director and Good Samaritan may extend this Agreement for one additional two-year term through June 30, 2029. Either party may terminate this Agreement upon thirty (30) days advance written notice, in which case this Agreement shall terminate on the date set forth in said written notice, or thirty (30) days after the date of such written notice, whichever is later. County shall not maintain occupancy of the Clinic Room beyond the time necessary to complete the provision of basic medical services pursuant to this agreement; however, reasonable extensions are permitted when clinic operations run beyond scheduled hours in the normal course of providing such services.

6. **ALTERATIONS, IMPROVEMENTS, FIXTURES AND FURNISHINGS**. County acknowledges that the Clinic Room at each of the shelter clinics will be taken in its "AS IS" condition and that Good Samaritan shall have no duty furnish the Clinic Rooms. In the event that County wishes to alter or improve the Clinic Rooms to make it more suitable for its intended purpose, County shall submit a written request to Good Samaritan to approve and pay for changes, which shall not be unreasonably withheld. County shall also be responsible for providing the necessary fixtures and furnishings required to make the Clinic Rooms functional for their intended purpose. Any such improvements, alterations or furnishings will be at County's sole expense.

County will indemnify and hold Good Samaritan harmless from and against any losses, damages, claims or causes of action arising from any such work and will keep Good Samaritan's property free of liens and encumbrances at all times.

7. ENTRY BY GOOD SAMARITAN. Good Samaritan may enter the Clinic Room at all reasonable times to examine the condition thereof, provide maintenance, post notices or advertising, make such repairs as Good Samaritan may deem necessary to make, or inspect for compliance with this Agreement.

8. NON-INTERFERENCE. County agrees not to use, nor permit those under its control, including but not limited to, its employees, invitees, agents, contractors and/or charges, to use any portion of the Clinic Room or Good Samaritan's property in any way that interferes with the use of the property by Good Samaritan or other tenants of Good Samaritan occupying the property. Such interference shall be deemed a material breach, and County shall terminate said interference immediately upon notice by Good Samaritan. In the event that County fails to stop such interference promptly, this Agreement shall terminate at the option of Good Samaritan.

9. UTILITIES. During the term of this Agreement, Good Samaritan shall be responsible for paying the cost of all utilities for the Clinic Room.

10. MAINTENANCE AND REPAIR. During the term of this Agreement, Good Samaritan agrees to keep in good maintenance and repair, at its sole expenses, its property, facility, and the Clinic Rooms at each of the shelter clinics; provided that if, in Good Samaritan's determination, the cost to repair the Clinic Rooms is greater than what Good Samaritan is able or willing to incur then Good Samaritan may either relocate the Clinic Room to another location at the property or terminate this Agreement on thirty (30) days written notice. Good Samaritan shall also provide weekly custodial service for the Clinic Rooms.

11. INDEMNIFICATION.

A. Indemnification By Good Samaritan. Good Samaritan shall indemnify, defend and hold County, and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the activities or omissions, negligent or otherwise, under this Agreement of Good Samaritan's officers, agents and employees, including performing or authorizing the performance of, or in failing to perform or authorize the performance of any work, services or functions provided for, referred to in or in any way connected with any work, services or functions to be performed under this Agreement. Good Samaritan shall promptly give County notice of such claim.

B. Indemnification By County Of Santa Barbara. County shall indemnify, defend and hold Good Samaritan and its agents, officers and employees, harmless from and against all claims, damages, losses, causes of action and expenses, including attorneys' fees, for any personal injury, bodily injury, loss of life or damage to property, violation of any federal, state or municipal law, ordinance or constitutional provision, or other cause which arise out of, relate to, or result from the County's provision of basic medical services at the Clinic Room as contemplated by this Agreement. County shall promptly give Good Samaritan notice of such claim.

12. **INSURANCE.** County shall provide medical malpractice insurance for the Mid-Level Health Care Practitioner(s) that will be providing basic medical services pursuant to this Agreement. Good Samaritan recognizes that County is authorized by law to provide insurance against any liability arising out of this Agreement through self-insurance, a joint powers agreement, insurance from any insurer authorized to do business within the State of California, insurance secured in accordance with Insurance Code Section 1760 et. Seq., or any combination thereof. Good Samaritan shall procure and maintain general liability insurance that shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Good Samaritan.

13. **MUTUAL WAIVER OF SUBROGATION RIGHTS.** Except as provided pursuant to Sections 11 and 12 herein above, County and Good Samaritan hereby waive any rights each may have against the other on account of any loss or damage suffered by County or Good Samaritan, as the case may be, to their respective property, the Clinic Room, its contents, or to other portions of Good Samaritan's property arising from any risk generally covered by "all risk" property insurance; and the parties each, on behalf of their respective insurance companies insuring the property of either County or Good Samaritan against any such loss, waive any right of subrogation that either may have against the other, as the case may be. The foregoing waiver of subrogation shall be offered only so long as any such policy carried by County will not be invalidated thereby.

14. **NON-DISCRIMINATION.** Good Samaritan shall comply with County's laws, rules and regulations regarding non-discrimination as such are found in the Santa Barbara County Code, Article XIII, Chapter 2, and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth. Noncompliance with this section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, County shall have the right to terminate this Agreement.

15. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or sent by facsimile with confirmation, as follows:

To COUNTY: Paola Hurtado
Division Chief of Primary Care and Family Health
Health Care for the Homeless Program
Public Health Department
300 N. San Antonio Road
Santa Barbara, CA 93110
Phone: (805) 698-2418
Fax: (805) 681-5200

To Good Samaritan: Sylvia Barnard
CEO, Good Samaritan Services
731 South Lincoln Street
Santa Maria, CA, 93458
Phone: (805) 346-8185
Fax: (805) 346-8656

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

16. **TAXES.** County shall not be responsible for paying any taxes on Good Samaritan's behalf, and should County be required to do so by state, federal, or local taxing agencies, Good Samaritan agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

17. **DEFAULT.** Except as otherwise required herein, should County at any time be in material default hereunder with respect to any covenant contained herein, Good Samaritan shall give notice to County specifying the particulars of the default and County shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of fifteen (15) calendar days from such notice, this Agreement shall terminate at the option of Good Samaritan; unless the cure of such default shall reasonably take more than fifteen (15) calendar days in which case County shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.

18. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise

19. **WAIVER.** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

20. **ENTIRE AGREEMENT AND AMENDMENT.**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

21. **ASSIGNMENTS.** County shall not assign this Agreement or any interest therein, and County shall not sublet the Clinic Room or any portion thereof. Any attempt to assign and/or sublet shall be void and without legal effect. Should County attempt to assign or sublet the Clinic Rooms, Good Samaritan may terminate this Agreement at Good Samaritan's option without liability, therefore.

22. **DESTRUCTION OF PREMISES.** If the Good Samaritan premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of County, shall terminate. If County chooses to terminate the Agreement, then County, at Good Samaritan's option, shall remove all fixtures, furnishings, and equipment from the Clinic Room and premises and shall return the Clinic Rooms to their original condition or as near as is practical.

23. **SURRENDER OF PREMISES.** Upon termination of this Agreement, County shall vacate and surrender possession of, and any claim to the Clinic Rooms, leaving it in good condition, except for ordinary wear and tear.

24. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. **CERTIFICATION OF SIGNATORIES.** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind County and Good Samaritan to its terms and conditions or to carry out duties contemplated herein.

26. **ENTIRE AGREEMENT.** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on June 23, 2026.
County.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Mouhanad Hammami, Director
County Health Department

Signed by:
By: Mouhanad Hammami
CD0E0674C89245C...
Department Head

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO FORM:

Marisa Kahn
Risk Manager


Signed by:
By: Lindy GiacopuzziKotz
B881EBAD8CD446F...
Deputy County Counsel

Signed by:
By: Marisa Kahn
DF54F5C60F0C41A...
Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on June 23, 2026.

Good Samaritan Shelter

By:  DocuSigned by:
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Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

Date: 6/25/2026

Exhibit A
List of Good Samaritan Shelter based clinic locations

- Good Samaritan Shelter, 401 W. Morrison Avenue, Santa Maria, CA, 93458
- BridgeHouse Emergency Shelter, a Good Samaritan operated site at 2025 Sweeney Road, Lompoc CA 93436.
- La Posada, a Good Samaritan operated site 4500 Hollister Avenue, Santa Barbara, CA 93110