

LEASE AGREEMENT BETWEEN  
SANTA FE COUNTY AND BEHAVIORIAL HEALTH SERVICES INC. DBA NEW MEXICO  
SOLUTIONS FOR LEASE OF PREMISES AT 2052 SOUTH GALISTEO STREET,  
SANTA FE, NEW MEXICO

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## LEASE AGREEMENT

**THIS AGREEMENT** (“**Agreement**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (“**Effective Date**”) by and between **Santa Fe County**, a political subdivision of the State of New Mexico hereinafter referred to as “**County**”, and **BEHAVIORAL HEALTH SERVICES INC. DBA NEW MEXICO SOLUTIONS**, hereinafter referred to as “**NM Solutions**” or “**Lessee.**” County and Lessee are referred to individually as a “**Party**” and collectively as the “**Parties.**”

### RECITALS

**WHEREAS**, the County owns real property and improvements located at 2052 South Galisteo Street, Santa Fe, New Mexico 87505 (“**Property**”); and

**WHEREAS**, in 2021, Santa Fe County and Behavioral Healthcare Services, Inc. dba New Mexico Solutions began operating the Behavioral Health Crisis Center (“**BHCC**”) at the Property, providing Phase I and II services as well as operating a mobile health crisis response team under Service Agreement No. 2021-0158-CSD; and

**WHEREAS**, in June 24, 2025 NM Solutions entered into Service Agreement No. 2025-0352-CSD renewing their contract to operate the BHCC through June 24, 2026 ; and

**WHEREAS**, pursuant to Section NMSA 1978, § 13-1-126 (Sole source procurement), the Santa Fe County Procurement Manager issued a sole source determination and a separate service agreement with NM Solutions to operate the BHCC was procured without competitive sealed proposals; and

**WHEREAS**, this Lease Agreement including any amendments, shall not be effective until approved by the New Mexico Board of Finance. The effective date shall be the date approved by the New Mexico Board of Finance (“**Effective Date**”).

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

1. **Premises:** The Premises consist of approximately 5,568 square feet of office and treatment space, and other improvements depicted on **Exhibit A**, including associated parking. Lessee has inspected the Premises and knows the extent and condition thereof and accepts same in its present condition, subject to and including all defects, latent and/or patent.

2. **Term:** The term of this Agreement is four years. The Effective Date is the date this Lease Agreement is approved by the State Board of Finance. The term of this Lease Agreement will terminate four years from that Effective Date. Should the County and BHCC both agree to have BHCC continue operations at the Property beyond that four year period, a new lease agreement must be executed.

3. **Right to Terminate:** Either Party may terminate this Agreement before the expiration of the term by providing 30 day’s prior written notice to the other Party.

4. **Rent:**

a. During the Term of this Agreement and in consideration of this Lease, Lessee shall pay County \$13,688 per month, which is the fair market rental value of the Premises. Lessee may meet its rental obligations through:

- i. Providing behavioral health and MCRT services to the community as more fully described on **Exhibit B**,
- ii. Maintenance and repairs to Premises as specified herein,
- iii. Improvements to the Premises, provided that all improvements are approved in advance by the County and completed to County's reasonable satisfaction, or
- iv. Cash payment.

b. Lessee shall, no later than November 1, 2025, submit to the County a statement itemizing the value of the non-cash items that Lessee wants to be credited against Lessee's rental obligations, such statement to be in a format and contain such information as County may reasonably require. Lessee shall exclude from the statement itemizing the value of any non-cash items:

- i. The amount of any governmental subsidy Lessee received for the item or services, and
- ii. With respect to services, the amount of payments Lessee receives on behalf of service recipients to receive the service(s), and
- iii. The amount of any other funds received by Lessee from any other entity as compensation for Lessee's services.
- iv. Lessee's statement shall be submitted by the 15<sup>th</sup> of every quarter to:

**Attn: Real Property Supervisor  
Santa Fe County  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87504-0276**

Nothing in this reporting procedure or in Lessee's reporting statements shall require Lessee to disclose information that would violate the privacy right of Lessee's clients or patients pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

c. County may, in its reasonable discretion, request such additional information and documentation as it deems necessary to evaluate Lessee's statement of value of non-cash items. County and Lessee agree to resolve disputes concerning the value of non-cash items first by informal discussion and if unsuccessful, by non-binding mediation.

d. Should the value of such non-cash items not equal or exceed Lessee's rental obligation for the previous 15 days, Lessee shall, within a reasonable time, make up the rental shortfall by paying County cash or through the provision of additional non-cash items. The parties agree to negotiate in good faith over the ways in which Lessee shall make up the rental shortfall.

e. Should the value of such non-cash items exceed Lessee's rental obligations for the previous month, the amount of such excess shall be credited against Lessee's rental obligations in the current or future months of the Term of this Agreement; *provided however*, that County shall not, under any circumstances, be obligated to reimburse Lessee for or to otherwise be liable for the value of any non-cash items provided by Lessee in excess of Lessee's monthly rental obligations; *it being further provided* that, without in any way limiting the generality of the foregoing in the event of termination of this Lease, Lessee shall forfeit any accrued but unapplied rental credit.

5. **Maintenance:** Lessee shall be fully responsible for and perform all maintenance of the Premises. The value of Lessee's maintenance shall be included in the value to be credited toward the Rent in Section 4.A.(ii) above.

6. **Purpose:**

a. **In General** - This Agreement is made for the purpose of setting forth the terms and conditions upon which the Lessee will lease, occupy and use the Premises to maintain and operate the BHCC and mobile crisis response team (MCRT) as provided for in Service Agreement No. 2025-0352-CSD. A summary of Lessee's behavioral health and MCRT services is described on **Exhibit B**. Lessee shall not use or permit the Premises to be used for any other purpose without the prior written consent of the County, which may be granted or withheld at the County's sole discretion.

b. **No Nuisance** - Lessee shall not do or permit any act or thing to be done upon the Premises that will obstruct or interfere with the rights of County or any others, or injure or create a nuisance. Lessee shall not cause, maintain, or permit any nuisance or waste on or about the Premises, or allow the Premises to be used for any unlawful purpose. Within 72 hours of receiving written notice from County that a nuisance exists, Lessee shall abate or otherwise cause the nuisance to be abated. If Lessee has not taken corrective action within 72 hours, then County may enter and abate the nuisance at the sole cost of Lessee without any liability whatsoever to County. Lessee shall not allow any offensive matter, refuse or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, to remain on the Premises or within a distance of 50 feet thereof, and shall prevent any accumulation thereof from occurring.

7. **Alterations:**

Lessee shall make no modifications, improvements or additions (Construction) to the Premises without the prior written consent of the County, which may be granted or withheld at the County's sole discretion. All approved Construction shall be done at Lessee's sole cost and shall comply with the terms and conditions of all federal, state and local rules, regulations, codes, and laws (Applicable Laws) that govern such Construction. Lessee's contractor(s) shall also submit to County a Certificate of Insurance as evidence of General Liability and Workers' Compensation Insurance Coverage. Such coverage limits shall be subject to approval by the County and such certificate shall name the County as an additional insured.

8. **Repair and Maintenance:**

a. **Lessee** - During the Term of this Agreement Lessee shall, at its sole cost, repair and maintain the Premises and its furniture, fixtures and equipment ("FF&E") in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all Applicable Laws. Lessee shall be responsible for those items which are of a permanent nature to the Premises, including every part and appurtenance thereof, including without limitation, the exterior and interior of all doors, door checks, windows, glass, walls, ceilings, floors, carpets, fixtures, interior plumbing, lighting, painting, sewage facilities within or connected to the Premises and interior electrical systems.

b. **Failure by Lessee to Repair and Maintain** - Repair and maintenance shall be to the satisfaction of County, and if Lessee fails to fulfill any duty imposed under Section 8 (Repair and Maintenance) within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with County if

County undertakes to perform any such duties. No action by County taken pursuant to this Section 8.b. (Failure by Lessee to Repair and Maintain) shall constitute a waiver of any of Lessee's obligations under this Section (Repair and Maintenance). Lessee's obligations under this Section shall survive the expiration or termination of this Agreement.

c. **County (if applicable)** - During the Term of this Agreement, and any extension thereof, County shall, at its sole cost, repair and maintain the roof, Premises exterior, exterior plumbing, HVAC system (including periodic changing of air conditioning filters), and common areas of the Premises (if applicable) in a clean, sanitary and safe condition and in compliance with the terms, covenants and conditions of this Agreement and all Applicable Laws. Common areas are the parking lot and the sidewalk at 2052 South Galisteo Street, Santa Fe.

d. **Damage and Vandalism** - To the extent that Lessee's employees, agents, volunteers, authorized agents and invitees cause damage to the Premises and/or grounds, Lessee shall be responsible for such damage subject to Section b above (Failure by Lessee to Repair and Maintain).

9. **Janitorial:** Lessee shall be responsible for all janitorial services for the Premises. The value of Lessee's completed janitorial services shall be included in the value to be credited toward the Rent in Section 4.a. (ii) above.

10. **Utilities and Services; Modification of Utilities:** The County shall pay, during the Term of this Agreement, for all utilities used by Lessee in connection with its activities or operations on the Premises. The term "utilities" for the purposes of this Agreement shall include, without limitation, gas, electricity, water, sewer, and trash and refuse disposal services. Lessee shall not modify any utilities on the Premises without the prior written consent of the County, which may be granted or withheld at the County's sole discretion.

11. **Taxes and Assessments:** Lessee acknowledges that certain taxes, fees, charges, and assessments may be levied by a governmental agency upon any interest acquired by Lessee under this Agreement. Lessee is aware that certain possessory interest may be created by entering into this Agreement and that such interests may be subject to the payment of taxes levied on such interest.

12. **Lessee's Furniture, Fixtures and Equipment:**

a. **In General** - Lessee may install its own FF&E in the Premises, at its sole cost. In addition to Lessee's obligations under the Section titled Surrender of Premises, at the expiration or termination of this Agreement, Lessee shall remove its FF&E, and repair any damage to the Premises as a result of removal, at its sole cost.

b. **Abandonment of FF&E** - Any FF&E belonging to Lessee and left on the Premises longer than 30 days after County gives Lessee written notice to remove such property from the Premises may be treated by County as abandoned. The County may, at Lessee's sole cost, repair any damage to the Premises as a result of removal of FF&E deemed abandoned by Lessee. The costs charged to Lessee may include, without limitation, consideration for the additional time Lessee's FF&E remained on the Premises beyond the termination dated and disallowed County's full utilization of the Premises.

13. **Signs:** Lessee, at its sole cost, shall have the right to affix and install on the Premises, reasonable signs to identify the Premises, and such signs shall comply with all Applicable Laws, including any County Ordinances, and shall be approved by the County prior to installation. Any damage to the

Premises occasioned by the installation and maintenance of any such signs, and the cost of removal or obliteration thereof upon the expiration or termination of this Agreement, shall be paid by Lessee.

14. **Damage and Destruction:** If the Premises shall be damaged or destroyed by fire or casualty, not the fault of Lessee or any person in or about the Premises with the express or implied consent of the Lessee, the damaged Premises shall be repaired by the County at its sole cost, with the use of available insurance proceeds, or Lessee may, at its option, terminate this Agreement.

15. **Condemnation:** If all or any part of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Agreement shall terminate as to the part so taken as of the date of taking, and, in the case of a partial taking, either Party shall have the right to terminate this Agreement as to the balance of the Premises by notice to the other Party within 30 days after such date. However, a condition to the exercise by Lessee of such right to terminate shall be that the portion of the Premises taken shall be of such extent and nature, in Lessee's reasonable judgment, as substantially to handicap, impede or impair Lessee's use of the balance of the Premises. In the event of any taking, 100% of the proceeds shall belong to County.

16. **Right of Inspection:** County shall have the right to enter upon the Premises at all reasonable times to inspect the Premises and Lessee's operations thereon. County reserves all rights in and with respect to the Premises, not inconsistent with Lessee's use of the Premises as provided in the Section titled Purpose, including without limitation the right of County to enter upon the Premises for the purpose of installing, using, maintaining, renewing, and replacing such underground oil, gas, water, sewer, and other pipelines, and such underground or aboveground telephone, telegraph, and electric power conduits or lines as County may deem desirable in connection with the development or use of the Premises.

17. **Hazardous Materials:** Hazardous materials, as used in the Agreement, shall be defined as stated in **Exhibit C**, attached hereto.

a. **No Hazardous Materials** - Lessee shall not permit any Hazardous Materials to be stored or brought onto the Premises without the prior written consent of the County, which may be granted or withheld in the County's sole discretion. If Lessee spills any Hazardous Materials anywhere on the Premises, Lessee shall cleanup said spill, at its sole cost, and to the sole satisfaction of County.

b. **Clean Up of Hazardous Materials** - If any governmental authority or court, which has jurisdiction, demands that a cleanup plan be prepared and/or that a cleanup be undertaken because of any deposit, spill, discharge, or other release of any Hazardous Materials at, on, or from the Premises and that began on or after the date of Lessee's occupancy of the Premises, or which arises at any time as a direct result of any uses or occupancy of the Premises by Lessee, then Lessee shall, at its sole cost, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such cleanup plans in a timely manner. Lessee shall not be responsible for any deposit, spill, discharge, or other release of any Hazardous materials at, on, or from the Premises that are not caused by Lessee's use or occupancy of the Premises.

c. **Failure by Lessee to Clean Up** - Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Materials that is requested by County. If Lessee fails to fulfill any duty imposed under the section titled Survival of Indemnification Obligations within a reasonable period of time, County may, but is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate

with County if County undertakes to perform any such duties. No action by County taken pursuant to the Section titled Failure by Lessee to Clean Up shall constitute a waiver of Lessee's obligations under the section titled Hazardous Materials. Lessee obligations under the Section titled Indemnification shall survive the expiration or termination of this Agreement.

**d. Receipt of Notice of Violation** - If Lessee becomes aware of or receives notice or other communications concerning any actual, alleged, suspected, or threatened violation of any Environmental Requirements, or liability of Lessee in connection with the Premises or past or present activities of any person thereon, then Lessee shall deliver to County within 10 days of receipt of such notice or communication by Lessee, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any documents evidencing same. Receipt of such notice shall not create any obligation on the part of County to defend or otherwise respond to any such notification.

**18. Indemnification:**

**a. In General** - Lessee shall indemnify and defend, upon request of the County, its governing board, commission, elected and appointed officials, employees and agents and each of them (collectively "Indemnified Parties"), against any and all actions, lawsuits, proceedings, losses, costs, expenses, claims, fines, liabilities, fees (including, but not limited to, reasonable attorneys' fees, costs of County staff time, investigation, expert and consultant fees and costs), and damages, including liability for personal injuries or death or property damage, regardless of where located, including property of County, and workers' compensation claims or suits arising from or connected with any services performed under this Agreement on behalf of Lessee by any person or entity ("Claims"), arising out of or in any way connected with the acts or omissions of Lessee, its employees, agents, independent contractors, or invitees ("Lessee Acts"), unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of the Indemnified Parties.

**b. Environmental** - In addition, Lessee shall indemnify and defend, upon request of the County, County and the Indemnified Parties against any and all Claims arising out of or in any way connected with any deposit, spill, discharge, or other release of any Hazardous Materials at any time during Lessee's occupancy of the Premises, or which arises at any time as a result of any uses at, on, or from the Premises or the occupancy of the Premises by Lessee, or as a result of Lessee's failure to provide any or all information, make any or all of its submissions, and take any or all steps required by any governmental authority or court which has jurisdiction or by any Environmental Requirements. "Environmental Requirements" and "Hazardous Materials," as used in this Agreement shall have the meaning provided in Exhibit C.

**c. Survival of Indemnification Obligations** - Lessee's obligations under this Section (Indemnification) shall survive the expiration or termination of this Agreement.

**19. Release and Waiver:** Lessee releases County from all Claims, and waives all Claims against County, that it may have as of the Execution Date, or may have in the future, relating to this Agreement and any acts or omissions of County or the Indemnified Parties, unless the Claim is due to the sole default, act or failure to act, negligence, or willful misconduct of County or the Indemnified Parties.

**20. Lessee's Maintenance of Insurance:** In order to protect County and the Indemnified Parties against Claims resulting from Lessee Acts, Lessee shall secure and maintain insurance as described below. Receipt of evidence of insurance that does not comply with all applicable insurance

requirements shall not constitute a waiver of these insurance requirements. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request by County, Lessee shall supply proof that such person is an authorized representative thereof, and is authorized to bind the named underwriter and company to the coverage, limits, and termination provisions shown thereon. Lessee shall promptly deliver a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term of this Agreement or as otherwise specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Lessee shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Lessee or County as an additional insured.

a. **Workers' Compensation and Employer's Liability Insurance Requirements.**

(i) Workers' Compensation Insurance - Lessee Employees. If Lessee has employees who may perform any services pursuant to this Agreement, Lessee shall submit written proof that Lessee is insured against liability for workers' compensation.

(ii) Employer's Liability Insurance. Lessee shall also maintain employer's liability insurance with limits of \$1,000,000 for bodily injury or disease.

b. **Liability Insurance Requirements.**

(i) In general. Lessee shall maintain in full force and effect, at all times during the Term of this Agreement, the following insurance:

(a) Commercial General Liability Insurance, including without limitation Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Lessee's performance of services under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Lessee shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(b) Automobile Liability Insurance, against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be at least \$1,000,000 each occurrence and \$2,000,000 aggregate.

(ii) Additional Insureds. The Commercial General Liability and Automobile liability insurance required in the Section titled Liability Insurance

Requirements shall include an endorsement naming the Indemnified Parties as additional insureds for liability arising out of this Agreement and any operations related thereto.

(iii) **Self-Insurance.** Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County, which may be granted or withheld at the County sole discretion.

(iv) **Claims-Made.** If any of the insurance coverages required under this Agreement is written on a claims-made basis, Lessee, at Lessee's option, shall either (i) maintain said coverage for at least three years following the termination of this Agreement with coverage extending back to the Execution Date; (ii) purchase an extended reporting period of not less than three years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

c. **Fire and Casualty Insurance** - The County shall maintain fire and extended coverage insurance on the building and Premises in such amounts as County shall deem appropriate. Lessee shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Premises.

d. **Cancellation of Insurance** - The above-stated insurance coverages required to be maintained by Lessee shall be maintained until the completion of all of Lessee's obligations under this Agreement. Each insurance policy supplied by Lessee must be endorsed to provide that the coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after 10 day's written notice. This notice requirement does not waive the insurance requirements stated herein. Lessee shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

e. **Insurance Company Rating** - All insurance shall be issued by a company or companies admitted to do business in New Mexico and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-VII. Any exception to these requirements must be approved in writing by the County, which may be granted or withheld at the County's sole discretion.

f. **Lessee Self-Insured** - If Lessee is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Lessee shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Lessee is equivalent to the above-required coverages.

g. **Primary Insurance** - All insurance afforded by Lessee pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against County.

h. **No Limitations by Policy Limits** - Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Lessee for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage, or to preclude County from taking

such other actions as are available to it under any other provision of this Agreement or otherwise under Applicable Laws.

i. **Failure to Maintain Insurance** - Failure by Lessee to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Lessee. County, at its sole option, may terminate this Agreement and obtain damages from Lessee resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Lessee, County shall deduct from sums due to Lessee any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Lessee pursuant to this Agreement is insufficient to reimburse County for the premiums and any associated costs, Lessee shall reimburse County for the premiums and pay for all costs associated with the purchase of said insurance within 10 days of demand by County. Any failure by County to take this alternative action shall not relieve Lessee of its obligation to obtain and maintain the insurance coverages required by this Agreement.

21. **Liens and Encumbrances:** Lessee shall keep the Premises free from any liens and encumbrances arising out of any work performed, material furnished, or obligations incurred by Lessee, or from any other cause. If a lien or encumbrances is recorded against the Premises, and Lessee fails to remove the lien or encumbrance or post a bond to remove same within 15 days after its filing, County shall give 15-day notice to Lessee, requiring Lessee to remove or bond around the lien or encumbrance within the 15-day period. If Lessee fails to do so within the 15-day period, County, at its sole discretion after expiration of the 15-day period, may obtain a bond, with all costs of the bond to be reimbursed by Lessee to County.

22. **Breach by Lessee:** In the event of the breach by Lessee of any term, covenant, or condition, Lessee shall have 10 days after written notice has been given to Lessee by County to cure, except for breach of the nuisance provisions in the Section titled No Nuisance, which allows 72 hours to cure. If Lessee fails to cure within the stated time periods, County may exercise its remedies under the section below titled Remedies of County.

a. **Remedies of County** - In the event of a breach by Lessee, then County shall have the right to terminate Lessee's right to possession of the Premises, by giving written notice of termination to Lessee, and thereby terminating this Agreement

b. **Remedies Not Exclusive** - No right or remedy herein conferred upon or reserved to County is intended to be exclusive of any other right or remedy herein or by law, provided that each shall be cumulative and in addition to every other right or remedy given herein or now, or hereafter existing at law or in equity or by statute.

c. **County Right to Cure** - In addition to County's remedies upon Lessee's breach, upon 10 days' prior written notice to Lessee by County, County may cure any breach by Lessee and, if necessary, may enter upon the Premises for such purpose. In such event, the cost of cure, plus interest at the maximum legal rate from the date due until paid, shall become immediately due and payable by Lessee.

23. **No Waiver of Breach:** The waiver by the County of any term or condition contained in this Agreement must be in writing and shall not be deemed to be a waiver of any subsequent breach of any Term or condition contained in this Agreement, and no custom or practice that may arise between the Parties during the course of this Agreement shall be construed to waive or lessen the right of County to the performance by Lessee in strict accordance with the terms of this Agreement.

**24. Force Majeure:**

**a. Definition** - Neither Party shall be held responsible or be deemed to be in default under this Agreement for any delay in performance or failure to perform any of its obligations, if such delay or failure is the result of causes beyond the control and without negligence of the Party. Such causes include, without limitation, acts of nature, strikes, lockouts, riots, insurrections, civil disturbances or uprisings, sabotage, embargoes, blockages, acts of war or terrorism, acts or failure to act by any governmental or regulatory body (whether civil or military, domestic or foreign), governmental regulations superimposed after the fact, communication line failures, power failures, fires, explosions, floods, accidents, pandemics or epidemics, earthquakes, or other natural or man-made disasters (Force Majeure). Lack of funds shall not be a Force Majeure event.

**b. Consequences** - The Party affected by a Force Majeure event, upon giving prompt notice to the other Party, shall be excused from performance to the extent of such prevention, restriction, or interference, on a day-to-day basis until the Force Majeure event is removed, and the other Party shall likewise be excused from performance of its obligation which relate to the performance so prevented, restricted, or interfered with. The affected Party shall use its best efforts to avoid or remove the causes of nonperformance and to minimize the consequences thereof, and both Parties shall resume performance when the Force Majeure event is removed.

**25. Quiet Possession:** Lessee, in keeping and performing the terms, covenants and conditions herein contained on the part of Lessee to be kept and performed, shall at all times during the Term of this Agreement peaceably and quietly have, hold, and enjoy the Premises.

**26. Assignment and Subletting:**

**a. No Assignment or Subletting** - Lessee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its leasehold rights and interests granted by this Agreement, without the prior written consent of the County.

**b. Failure to Obtain Consent** - If Lessee shall sublease, assign, transfer, or otherwise convey any interest in this Agreement, or attempt to do so in violation of the foregoing provision, then in addition to any and all other rights and remedies available to it, County may, at its option by written notice to Lessee, either declare such sublease, assignment, transfer, or other conveyance void or terminate this Agreement and all rights and interests of Lessee and all other persons hereunder.

**c. No Waiver or Limitation on Consent** - Any consent to any sublease, assignment, transfer, or conveyance shall not be deemed or construed as consent to any different or subsequent sublease, assignment, transfer, or conveyance. This clause shall not be construed to limit any right or remedy which County may become titled to as a matter of law or become titled to by reason of Lessee's actions or failures to act.

**d. Lessee in Compliance** - As a condition of County's consent to any conveyance of this Agreement, Lessee must be in compliance with all terms, covenants, and conditions of this Agreement, including without limitation the payment of all monies due to County.

**27. Surrender of Premises:** On the last day of the Term, or sooner termination of this Agreement, Lessee shall peaceably and quietly leave, surrender, and yield up to County the Premises in as good a condition and state of repair as it existed on the Execution Date, wear and tear excepted.

By the expiration or termination date of this Agreement, Lessee shall have notified the County of Lessee's surrender of the Premises so the County may provide for the disconnect or otherwise of the utilities for the Premises. Lessee shall provide no less than 30 days' notice to the County if Lessee surrenders the Premises or disconnects or transfers utilities.

**28. Notices:** All notices herein provided to be given, or which may be given, by either Party to the other shall be deemed to have been fully given when made in writing and deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Lessee: NM Solutions  
Attn: David Ley, Ph.D.  
707 Broadway NE, Suite 500  
Albuquerque, NM 87102

To County: Santa Fe County  
Attn.: Alex Dominguez, BH Program Manager  
Community Services Department  
P.O. Box 276  
Santa Fe, N.M. 87504-0276

With a copy to: Santa Fe County  
Attn. Michele Caskey, Real Property Supervisor  
Public Works Department  
P.O. Box 276  
Santa Fe, N.M. 87504-0276

The address to which the notices shall be mailed to either Party may be changed by written notice given by such Party to the other, but nothing shall preclude the giving of any such notice by personal service.

**29. Miscellaneous Provisions:**

**a. Negation of Partnership** - County shall not become or be deemed a partner or joint venturer with Lessee or associate in any relationship with Lessee. Lessee shall not for any purpose be considered an agent, officer, or employee of County.

**b. Conflict of Interest** - All Parties agree that they are unaware of any financial or economic interest of any public officer or employee of the County or of Lessee relating to this Agreement that would cause or give the appearance of a conflict of interest. It is further understood and agreed that if such a financial interest does exist as of the Execution Date, either Party may immediately terminate this Agreement by giving written notice to the other Party.

**c. Nondiscrimination** -

**(i)** Lessee, in the use of the Premises and in the activities or operations conducted by Lessee under this Agreement, shall not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, religion, ancestry, sex, or national origin in any manner prohibited by federal, state, or local laws or policies. Lessee shall not discriminate nor allow discrimination, either directly or indirectly, in hiring or employing persons to work at the Premises.

(ii) Lessee shall include the language in subsection c.(i) in any agreement by which Lessee assigns or transfers any interest in the Premises or this Agreement, or grants a right or privilege to any person, firm, or corporation to use the Premises or to render services to the public on the Premises.

d. **Incorporation of Prior Agreements** - This Agreement contains all agreements of the Parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

e. **Remedies not Exclusive** - The use by either Party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive such Party of, or limit the application of, any other remedy provided by law, at equity, or otherwise.

f. **Severability** - If any part, term, portion, or provision of this Agreement is decided finally to be in conflict with any law of the United States or the State of New Mexico, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the Parties intended to enter into in the first instance.

g. **Governing Law; Venue** - The Parties agree that the provisions of this Agreement shall be construed pursuant to the laws of the State of New Mexico. If either Lessee or County initiates an action to enforce the terms of this Agreement or declare rights hereunder, including actions on any bonds and/or surety agreements, the venue thereof shall be the state courts of the First Judicial District, Santa Fe County, State of New Mexico, it being understood that this Agreement is entered into, and will be performed, within Santa Fe County.

h. **Compliance with Laws** - Lessee shall, at its sole cost, promptly comply with all Applicable Laws, including Environmental Requirements, which may in any way apply to the use, operation, repair, maintenance, occupation of, or operations or construction on, the Premises.

i. **Successors** - Subject to the Section titled Assignment and Subletting, all terms, covenants, and conditions of this Agreement shall extend to, be binding upon, and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

j. **No Third Party Beneficiaries** - This Agreement is made for the sole benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns, and no other persons shall have any right of action hereon.

k. **Conditions** - Each provision of this Agreement performable by Lessee shall be deemed a condition.

l. **Amendments; Modifications** - This Agreement may be modified or amended only by a written amendment signed by the Parties. Any amendment or modification to this Agreement is subject to approval by the Board of Finance.

m. **Authorization** - Each individual executing this Agreement on behalf of either Party represents that he/she is duly authorized to execute and deliver this Agreement on behalf of that Party, and that this Agreement is binding upon both Parties in accordance with its terms.

n. **Recitals** - Each of the recitals is incorporated in this Agreement by reference as if fully set forth in this Agreement at length, is deemed to be the agreement and a reflection of the intent of the Parties, and is relied upon by the Parties in agreeing to the provisions of this Agreement and in interpreting its provisions.

o. **Captions** - Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement.

p. **Exhibits** - All exhibits attached to this Agreement are incorporated into this Agreement by reference.

q. **Time of Essence** - Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

r. **Appropriations and Authorizations.** This Lease Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of Santa Fe County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Lease Agreement shall terminate upon written notice by the County to the Lessee. Such termination shall be without penalty to the County. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Lessee or in any way or forum, including a lawsuit.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date of last signature by the Parties hereto.

**SANTA FE COUNTY**

  
\_\_\_\_\_  
Gregory S. Shaffer  
Santa Fe County Manager

12/22/2025

\_\_\_\_\_  
Date

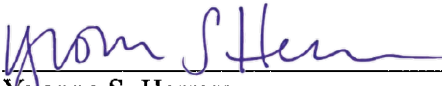
Approved as to form:

*Peter Valencia for*  
\_\_\_\_\_  
Walker Boyd  
Santa Fe County Attorney

10/14/2025

\_\_\_\_\_  
Date

Finance Division:

  
\_\_\_\_\_  
Yvonne S. Herrera  
Finance Director

12/20/2025

\_\_\_\_\_  
Date

**LESSEE – BEHAVIORAL HEALTH SERVICES INC. DBA NEW MEXICO SOLUTIONS**

  
\_\_\_\_\_  
(Signature)

11/20/25

\_\_\_\_\_  
Date

*Wanda Figueroa Peratta, CEO*  
\_\_\_\_\_  
(Print name and title)

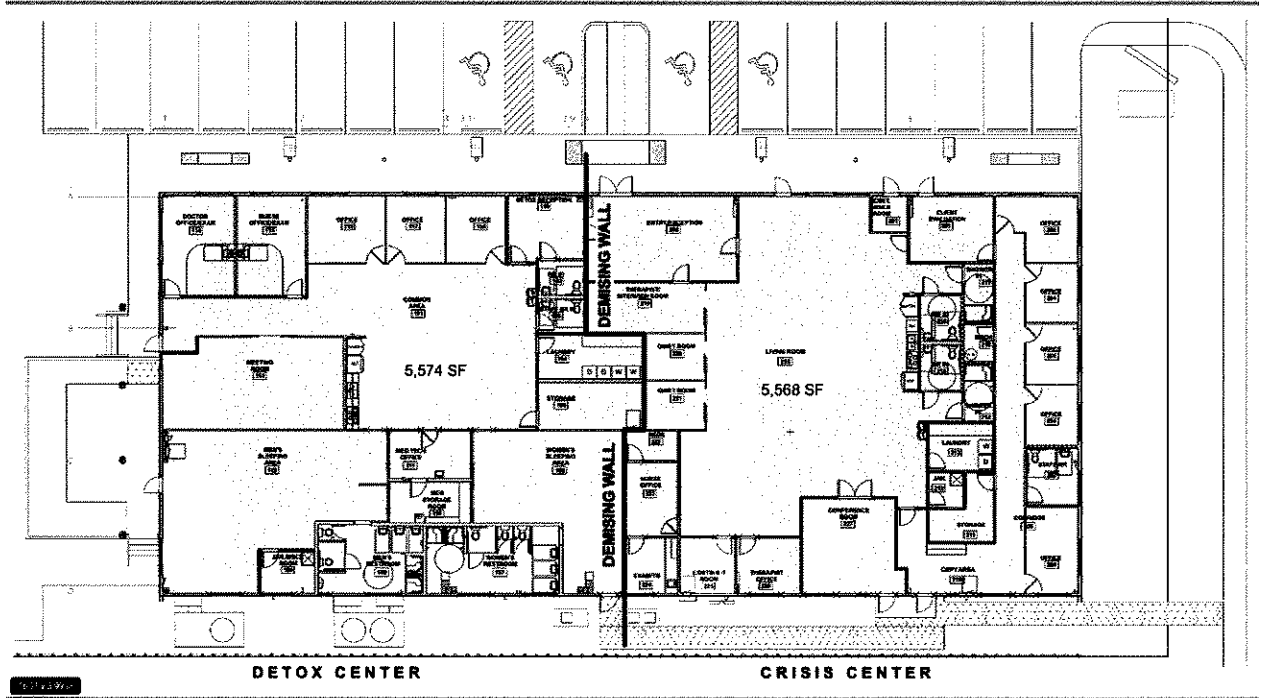
**APPROVED:**

  
\_\_\_\_\_  
State Board of Finance

12/23/2025

\_\_\_\_\_  
Date

**EXHIBIT A – Premises**



## **EXHIBIT B – Lessee’s Services**

### **NEW MEXICO SOLUTIONS’ SCOPE OF SERVICES; PHASES 1, 2, 3 AND 4**

At full operation Contractor will provide bilingual health crisis services to individuals who are experiencing a behavioral health crisis, and their caregivers and/or immediate family members. Contractor will manage the daily operations of La Sala, a program that includes screening, triage, assessment, intervention, stabilization, and navigation. Contractor will also initiate and operate the MCRT on a 24/7 basis. La Sala will also serve as an information and support center for caregivers and/or families members of individuals who have been diagnosed with a mental health illness to receive assistance as well as providing linkage with community based services.

#### **A. BEHAVIORAL HEALTH CRISIS CENTER SERVICES**

(i) Full operation of Contractor’s La Sala program, a “Living Room” model of crisis services.

The La Sala program will provide direct services to individuals with behavioral health needs or who may be experiencing a behavioral health crisis, or their caregivers and/ or immediate family members. The La Sala program shall:

- a) Provide crisis intervention services Monday through Saturday, 10:00 a.m. to 12:00 a.m., subject to modification based on community needs and pre-approval by the County.
- b) La Sala will be made available to adults (18 or older), and services will include screening, triage, assessment, crisis de-escalation, intervention, stabilization, navigation and medical clearance to participate in behavioral health crisis services.
- c) Provide immediate stability to persons in crisis and assist them to return to their pre-crisis level of functioning.
- d) A licensed therapist will conduct a bio-psychosocial assessment to determine an individual’s behavioral health diagnosis and the presenting psychiatric crisis.
- e) An initial treatment plan will be developed for all clients during the intake process upon admission to La Sala.
- f) Have an on-site and off-site licensed pharmacy that can provide medication in accordance with requirements of the State Board of Pharmacy. When appropriate, La Sala shall provide limited psychiatric medication to individuals in order to avert an escalating or crisis situation.
- g) Provide short term respite access for clients in need while they are being connected to services. Emergency flexible funds (EFF) may be necessary for the safety of the clients.
- h) Provide support and/or navigation services to clients including their family members or caregivers.
- i) Provide clients with immediate referral within two business days to mental health services, or enroll clients in La Sala outpatient services.
- j) Provide navigation and follow up services for clients and enroll them in Santa Fe CONNECT when appropriate.
- k) Provide clients with limited, short-term immediate transportation services when necessary either by Contractor or by use of EFF.

- l) Adhere to EFF protocols for expenses related to social determinants of health.
- m) Develop and encourage written agreements and protocols for client flow pertaining to 911 calls, local law enforcement, first responders, and the Santa Fe County Adult Detention Facility. Provide copies of such agreements to the County.
- n) Develop written agreements such as memoranda of agreement or understanding with the two local hospitals in Santa Fe that outline protocols for clients coming to La Sala from the emergency departments and clients from La Sala to the hospital emergency departments. Provide copies of such agreements to the County.

(ii) Full operation of Contractor's MCRT.

- a) Contractor shall use Contractor's vehicle to perform the services of the MCRT and will work in conjunction with the NM Crisis and Access Line (NMCAL). Each dispatch of the MCRT will include an on-site response, assessment, safety plan, and referral to an outpatient appointment, or telephonic crisis triage if an on-site visit is not required.
- b) The MCRT will be available 24/7, 365 days a year.
- c) Provide adolescents 14 and over, and adults 18 and over, who are experiencing behavioral health issues, with telephonic crisis services including assessment, intervention, stabilization and referral services.
- d) At least two trained staff members, one of whom is a licensed therapist, will respond to a MCRT call-out.
- e) The MCRT will provide immediate relief of distress in crisis situations and/or timely and accessible aid to people in crisis.
- f) The MCRT will offer immediate stability to persons in crisis and assist them to return to their pre-crisis level of functioning.
- g) The MCRT, when appropriate, will provide psychiatric medication support to individuals in order to avert an escalating or crisis situation.
- h) The MCRT, when appropriate and deemed safe, provide clients transportation to La Sala during non-operating hours for continued assessment, support and/or de-escalation.
- i) EFF may be used as deemed necessary for the safety of the clients.

(i) In lieu of paying \$13,688.00 per month in cash rent, NM Solutions (Lessee) will pay the value of the rent obligation in in-kind services. The Lessee's in-kind behavioral health and MCRT services can be direct (valued at the accepted Medicaid or BHSD rate for that service) services that are not otherwise reimbursed by other sources, as well as program deficits related to provision of un-reimbursable services provided to low income clients such as food, clothing, hygiene products, medications, housing, utilities, transportation, case management (or other un-reimbursable direct service staff time). Lessee's in-kind services may also include behavioral health trainings Lessee provides to the community and other similar services.

(ii) Lessee is responsible for all repairs, maintenance and janitorial services to the Premises. Routine maintenance and janitorial services are valued at a monthly value of \$1,100.00 per month or \$13,200.00 per year.

(iii) Behavioral Health Intensive Outpatient Psychotherapy (BH-IOP) services are reimbursed by Medicaid at approximately \$2,568.00 per month per client. Many clients in need of these services are ineligible for other funding. Lessee is capable of providing BH-IOP services to an average of six people

at any given time. When provided, these services represent a monthly value of approximately \$15,408.00.

(iv) Program losses suffered by NM Solutions will be tracked by reports from the Lessee's finance management system showing itemized revenue and expenses for the reporting period with an explanation of the deficits.

(v) Behavioral crisis services are novel to Santa Fe County. As a result, there is no data regarding services, utilization, insurance reimbursements and other information which would inform our anticipation of in-kind valuations. After a period of operation additional information may be generated to allow for an accurate valuation of the particular behavioral crisis or behavioral treatment services that are provided by NM Solutions.

(vi) As a result of the services Lessee provides to patients and clients of the BHCC and the MCRT an average of \$184,896.00 per year of direct services are provided that are unreimbursed by any other funding sources. Lessee thus provides a minimum of \$15,408.00 per month of unreimbursed services to patients and clients. When the cost of maintenance and janitorial services by lessee is included, the total value of in-kind services provided under Agreement No. 2025-0352-CSD \$16,508.00 per month.

(vii) Lessee shall submit an itemized report to Santa Fe County Community Services Department (CSD) by the 15th of the month following the end of each quarter. Lessee report will include without limitation a list of clients and dates of service the value for which Lessee wants credited toward the monthly rent, and any documentation required by CSD in order that CSD may verify NM Solutions' services provided and performed during the quarter.

Lessee's un-compensated services and trainings will be tracked via spreadsheet that contains the following:

- a. List of the clients and dates of un-compensated service,
- b. A list of the most current Medicaid and BHSD reimbursement rates; and
- c. Any and all documentation required by the County in order that the County may verify such services and the value of those services.

(viii) In its itemized report, Lessee may indicate program losses which will be supported by reports by Lessee's finance management system showing itemized revenue and expenses for the reporting period with a description of program deficits.

## **EXHIBIT C - Environmental terms**

### **Definition of Environmental Terms**

For the purpose of this Agreement, the following terms and words shall have the meaning given below:

1. **Environmental Requirements**. All applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, and similar items of any governmental agency, department, commission, board, bureau, or instrumentality of the United States of America, State of New Mexico, or its political or municipal subdivisions including Santa Fe County, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human life or the environment.

2. **Hazardous Materials**. All flammables, explosives, radioactive materials, asbestos, poly-chlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous waste, toxic substances or related materials, petroleum products, and any substances declared to be hazardous or toxic under any present or future Environmental Requirements or which requires investigation or remediation under any present or future federal, state, or local law, statute, regulation, environmental requirement, order, or rule.