



STATE OF NEW MEXICO EMERGENCY DETERMINATION FORM

The emergency procurement method (*NMSA 1978, Section 13-1-127*) may only be used when the service, construction or item of tangible personal property procured:

1. is needed immediately to:
 - a. control a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; or
 - b. plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event; and
2. cannot be acquired through normal procurement methods.
 - a. The agency entering into an emergency procurement should employ a competitive process to the extent practicable under circumstances.

The purchase or lease of heavy road equipment is not allowed under the emergency procurement statute.

The state purchasing agent or a central purchasing office that makes an emergency procurement shall outline its determination of the basis for the procurement and its selection of the contractor in writing and include the writing in the procurement file. (That writing can be made on this form.) Promptly thereafter:

- the state purchasing agent shall post notice of the procurement on its website; or
- the central purchasing office shall post notice of the procurement on its website, if it maintains one, and shall transmit the notice to the state purchasing agent for posting on the state purchasing agent's website.

NOTE: the state purchasing agent or a central purchasing office that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty days after the end of the fiscal year in which the procurement was made.

I. Name of Agency: **Aging & Long-Term Services Department**

Agency Chief Procurement Officer: **Marlene Acosta**

Telephone Number: **505-629-3687**

II.

A. Name of Contractor: Chaves County Joy Center (serves Chaves County)

Address of Contractor: 1822 North Montana, Roswell, NM 88201

Amount of prospective contract: \$17,000.00

Term of prospective contract: **July 1, 2026 – August 31, 2026**

B. Name of Contractor: Community Services Center (serves Roosevelt County and only Curry County for SCP)

Address of Contractor: 1100 Community Way, Portales, NM 88130

Amount of prospective contract: \$43,000.00

Term of prospective contract: **July 1, 2026 – August 31, 2026**

C. Name of Contractor: Citizens for Developmentally Disabled (serves Colfax County)

Address of Contractor: PO Box 1589, Raton, NM 87740

Amount of prospective contract: \$21,666.66

Term of prospective contract: **July 1, 2026 – August 31, 2026**

D. Name of Contractor: Deming/Luna County Commission on Aging (serves Luna County)

Address of Contractor: 800 S Granite Street, Deming, NM 88030

Amount of prospective contract: \$13,242.53

Term of prospective contract: **July 1, 2026 – August 31, 2026**

E. Name of Contractor: HELP New Mexico, Inc. (serves Mora, San Miguel, Rio Arriba, Guadalupe, Catron, McKinley, Dona Ana, and Grant Counties)

Address of Contractor: 1112 E. Buckey Rd. Phoenix, AZ 85034

Amount of prospective contract: \$137,786.49

Term of prospective contract: **July 1, 2026 – August 31, 2026**

F. Name of Contractor: Sierra Joint Office on Aging (Sierra County)

Address of Contractor: P.O. Box 829, Truth or Consequences, NM 87901

Amount of prospective contract: \$15,500.00

Term of prospective contract: **July 1, 2026 – August 31, 2026**

G. Name of Contractor: Southeast NM Community Action Corp (Eddy County)

Address of Contractor: 1915 San Jose Blvd., Carlsbad, NM 88220

Amount of prospective contract: \$23,666.66

Term of prospective contract: **July 1, 2026 – August 31, 2026**

III. Thoroughly list the services (scope of work), construction or items of tangible personal property being procured:

SCOPE OF WORK

1. PURPOSE

The purpose of the Contract is to ensure that volunteer programs (Services) authorized by the Aging and Long-Term Services Department (Department) provide meaningful opportunities for older adults to engage in their communities and help address critical community needs. For the purposes of this Scope of Work, “Services” is defined as the Foster Grandparent Program (FGP), the Senior Companion Program (SCP), Care Companion Program (CCP), and the RSVP (formally Retired Senior Volunteer Program). Descriptions and authorizations for the Services are set forth below. The Services should produce results that support ALTSD’s mission and goals set forth in its Strategic Plan. The Services provided for in this Contract shall address the following specific issue and/or deliverable: supporting older adults to remain independent, at home, and contributing to the community.

Services provided for under this Contract are as follows:

- a. The **Foster Grandparent Program (FGP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to help alleviate the physical, mental, or emotional problems of youth, less than 21 years of age, with special or exceptional needs.
- b. The **Senior Companion Program (SCP)** The purpose of the program is to provide opportunities for persons aged 55 or older with low incomes to provide supportive person-to-person services to adults aged 55 and older with health and

functional limitations to enable them to remain as independent as possible in their own homes.

c. The **Care Companion Program (CCP)** provides companionship to adults aged 55 or older residing in assisted living and long-term care facilities. Volunteers do not act as facility support nor should they be performing the role of a staff member at the facility. CCP volunteers must be a minimum of 18 years of age, and neither the volunteer's nor resident's income level is a determining factor for participating in the CCP.

d. **RSVP (formally Retired Senior Volunteer Program)** secures and facilitates a variety of opportunities for persons aged 55 and older to contribute their skills and expertise to community projects and organizations. The purpose of the program is to provide opportunities for people aged 55 or older to engage in volunteer activities designed to meet critical community needs.

2. POPULATIONS TO BE SERVED

a. **FGP** volunteers shall serve youth under the age of 21 who have special or exceptional needs, through one-on-one tutoring and mentoring, to maintain or improve the youths' health status and psychosocial functioning.

b. **SCP** volunteers shall serve adults aged 55 and older with physical, emotional and/or mental health limitations by providing person-to-person support and companionship necessary to maintain the adults' independent living and an enhanced quality of life.

c. **CCP** volunteers are to provide companionship to individual facility residents, particularly ones who generally do not receive visitors on a regular basis.

d. **RSVP** volunteers shall serve their communities by participating in special projects and supporting organizations to meet identified critical needs.

The Contractor shall be responsible for the provision of Services in which shall be referred to as the "Service Area."

3. RESPONSIBILITIES OF THE CONTRACTOR

a. Program Requirements:

i. The Contractor must be designated as an official AmeriCorps Seniors program through the federal AmeriCorps organization in the designated Service Area.

ii. As required by the Department, the Contractor shall administer all or part of the Services in the designated Service Area, in accordance with the finalized, fully executed contract.

iii. The Contractor shall comply with all New Mexico laws, rules and regulations (9.2.14 NMAC; 9.2.15 NMAC; 9.2.16 NMAC), Department policies and procedures,

and AmeriCorps Seniors federal statutes and guidelines (FGP, SCP, RSVP handbooks).

- iv. The Contractor will provide ALTSD SSB with copies of their approved Federal E-Grant application(s) and Federal budget(s) as validation of sanction in good standing with AmeriCorps Seniors prior to the start of each fiscal year. In the event an approved Federal E-Grant application and Federal budget are not available, an unapproved (system generated) Federal E-Grant application and Federal budget may temporarily be submitted until the time the approved Federal Grant and budget are available.
- v. The Contractor shall establish and maintain staff positions to perform all contractual obligations including but not limited to management, supervision, service provision coordination, accounting, data collection, and reporting.
- vi. The Contractor shall be responsible for outreach, recruitment, and placement of volunteers in Volunteer Station(s). As used in this Contract, Volunteer Stations are public agencies, secular or faith-based private non-profit organizations, or health care organizations that accept the responsibility of assignment and supervision of volunteers.
 - a. The placement of volunteers shall be governed by a Memorandum of Understanding (MOU) between the Contractor and the Volunteer Station(s). If a MOU does not exist between the Contractor and the Volunteer Station, the Contractor shall execute said MOU within fifteen (15) days of final execution of this Contract.
 - b. The Contractor shall set quarterly progress milestones (e.g., 25% per quarter toward annual goals).
 - c. The Contractor shall meet 100% of VSY (Volunteer Service Year) and service hours per Section 5 Service Provision of this scope of work and increase volunteer recruitment efforts to maintain compliance.
 - d. Contractor will develop a volunteer satisfaction survey to be distributed to and completed bi-annually by program volunteers. Volunteer satisfaction rate should be a minimum of seventy-five (75%) percent.
 - e. Ensure new volunteers finish onboarding and training within 30 days of commitment to program.
 - f. Track and meet a minimum monthly completion of twenty (20) hours of service per volunteer at five (5) hours per week and up to forty (40) hours per week, not to exceed one hundred sixty (160) hours of service per month.
 - g. Complete an annual volunteer and volunteer workstation assessment for each volunteer to be completed within the term of this contract.
 - h. Monitoring cost-efficiency measures such as cost performance, cost per hour of service and expense/revenue ratio to ensure resources are used optimally and effectively. Monitor budget utilization to identify and correct inefficiencies ensuring projects remain within budget and aligned with performance goals.
 - i. Contractor shall aim for one hundred (100%) percent of newly onboarded volunteers to complete a minimum of one year of service with seventy-five (75%) percent of volunteers completing more than one calendar service year.

- vii. In conjunction with a Volunteer Station, the Contractor shall develop an assignment plan which clearly sets forth the outcomes and expectations as well as the criteria by which each volunteer will be measured. The assignment plan shall also contain documentation demonstrating whether deliverables as set forth in the Contract have been met. The activity plan shall be in writing and implemented within 15 days of the volunteer's start date. The Contractor shall provide to the Department each volunteer's assignment plan within 5 days of the Department's written request.
- viii. The Contractor shall comply with the National Service Criminal History Check (Criminal Check) requirements for volunteers and employees prior to a volunteer's start date. All required Criminal Checks will be completed at the Contractor's expense. Criminal Checks are an allowable expense under the contract.
- ix. The Contractor shall ensure that each volunteer meets the eligibility criteria as required by AmeriCorps Seniors program regulations and handbooks.
- x. The Contractor shall ensure that all required paperwork and forms are completed and current for all volunteers with the AmeriCorps Seniors handbook. The Contractor shall provide to the Department all AmeriCorps Seniors required paperwork and forms within five (5) days of the Department's written request.
- xi. The Contractor shall plan and implement annual recognition events for volunteers in accordance with the AmeriCorps Seniors program handbook and in coordination with its Advisory Council. Recognition events shall be permitted one-time per state fiscal year (per FGP, SCP, CCP, and RSVP program if held separately), without prior written permission from the Department. The Contractor shall include documentation, including the number of recognition event attendees in its bi-annual report to the Department.
- xii. The contractor must establish written policies and procedures and provide copies to volunteers and the Department as requested or when revised. The Contractor must ensure policy and procedures include the requirements outlined within the FGP, SCP, and RSVP AmeriCorps Seniors handbooks, and state CCP program guidance.
- xiii. The Contractor shall notify their designated Department Program Coordinator if they become aware of any circumstances that may impede their ability to meet the established performance measures outlined in this contract. Such notification shall be made in writing and include a detailed description of the issue, potential impacts, and proposed solutions, if applicable.

b. Performance Measures/ Fiscal Requirements:

- i. The Contractor shall develop and submit an annual budget that identifies all projected services, expenditures, and outlines how all funds will be spent, including justification for each program to coincide with awarded amounts within the Department's deadline. Separate budgets and justifications are to be submitted for each program - FGP, SCP, RSVP, and each service area, administered by the Contractor.

- ii. The Contractor shall submit to the Department monthly an invoice for reimbursement not to exceed fifty percent of the total allocation expended for expenditures during the months of July 2026 through December 2026. [Section 6-3-6 NMSA 1978, State Budget Division; Periodic Allotments] The expenditures for any state agency for the first six-month period of each odd-numbered fiscal year shall be limited to one-half of the appropriation or approved budget, whichever is less, for that fiscal year.
- iii. The invoice for reimbursement shall be due on the 12th day of the month, for the prior month's expenditure until all funds are spent, and a final report shall be due as required by the Department each year. Contractor will not be reimbursed by State funds for:
 - a. The purchase of raw or cooked food, edible products, flatware, crockery, decorations, etc. unless related to annual Volunteer recognition event.
 - b. Grantee staff mileage in the form of fuel purchase reimbursement. Mileage reimbursement is restricted to actual miles driven based on a cost-per-mile rate set by the sponsor via written policy equal to or less than the standard Federal mileage rate. Mileage reimbursement to volunteers must be based on a cost-per-mile rate set by the sponsor via written policy. Volunteers are reimbursed for actual mileage within the limits of available funds and local project reimbursement policy not to exceed the current standard Federal mileage rate. Volunteers cannot be reimbursed in excess of actual costs, or on a per capita basis, for transporting other volunteers.
 - c. Volunteer costs tied to telework activates not identified as allowable per State rules and regulations, AmeriCorps Senior Corp FGP, SCP, RSVP handbooks, CCP state provided guidance, and state contractual requirements. Teleworking Volunteers are eligible to receive a stipend for allowable activities only as identified within the AmeriCorps Seniors FGP, SCP, and RSVP handbooks.
 - d. Volunteer meals received through Title III of OAA Local nutrition programs.
 - e. Operating costs tied to volunteer activates NOT identified as allowable per federal and state rules and regulations and not included in the approved program operating budget.
 - f. Expenses occurring outside the month being invoiced. Such expenses are considered "adjustments" and must be identified as such on the invoice. An explanation for any "adjustment" must be provided on the invoice page submitted by the contractor. Expenses occurring outside of the current state fiscal year must not be submitted for reimbursement. These expenses are considered "prior year" and not reimbursable under this contract.
 - g. The purchase of gift cards, staff or volunteer monetary bonuses, or cash gifts.

- h. Recognition gift purchases that exceed \$80.00 per volunteer per fiscal year including food costs for catered and non-catered events.
- i. Purchases for a single item of more than \$500.00 that are not included as part of the original approved contract budget. Such purchases must be pre-approved by the Department, and it must be necessary to continue program operations. Approval requests for these types of purchases must be through submission of a letter of justification to the program's assigned ALTSD SSB Program Coordinator.
- j. The contractor may fully expend administrative funds prior to the fiscal year end; however, the contract is required to comply with contract deliverables outlined in this scope of work through the contract term date or until the contract allocation is fully expended.
- k. The contract shall manage monthly expenditures to allow for twelve (12) full months of service hours and operating costs to be covered with this contract allocation. The Department recommends contractors do not exceed 1/12 of the total contract allocation per month in expenditures.
- iv. The Contractor shall upload to the corresponding monthly file in Revver all invoices for reimbursement and supporting documentation to include workbook detail, statements, invoices and proof of payment, timesheets, general ledger, and any other financial documents necessary to validate expenditures.
- v. The Contractor will evaluate allocation balances in collaboration with the assigned Program Coordinator mid-fiscal year (December) to determine if there is a need to relinquish or request additional funding (if available). Inability by the Contractor to fully expend contract allocation by June 30 may result in a reduction in the contract allocation. If a contract amendment is initiated, the Contractor must complete a Budget Adjustment Request (BAR) form provided by the Department to reflect budgetary changes for Department approval prior to the contract amendment being fully executed. Approval of the BAR is at the discretion of the Department.
- vi. The Contractor shall submit to the Department a Service Modification Request form when community need, identified by the Contractor or Department, warrants modification to the service provisions outlined within this contract. Service modification requests shall remain within the intent of FGP, SCP, and RSVP programs scope of work. Approval of service modification requests shall be determined by the Department.
- vii. The Contractor shall submit to the Department a Budget Adjustment Request (BAR) for review and approval when the restructuring of allocation, increase to allocation, or decrease to allocation will result in changes to contracted volunteer service year (VSY) or hours of service. Programs must separately track state funded VSYs, hours served, volunteers, etc. from other funding sources.

viii. The Contractor shall provide records, reports, other documents, and access to facilities as requested by Department staff within 5 business days.

c. Performance Measures/ Reporting Requirements:

i. The Contractor shall submit semi-annual narrative reports for the purpose of reporting program activities for the contract year using the template provided by the Department. Contractor will submit a separate report per county (service area) and provide totals from those service areas. The Contractor shall upload the reports to the Revver system folder titled "Reports." The due dates for the reports are as follows:

1. **February 1st for the period July 1–December 31**
2. **June 30th for the period January 1– June 30**

ii. The Contractor shall submit a semi-annual narrative report to the Revver folder titled "Reports" by February 1.

iii. The Contractor shall submit a copy of the AmeriCorps Seniors annual Progress Report Supplement document to the Department by February 1 in combination with the semi-annual narrative report to the Revver folder titled "Reports."

iv. The Contractor shall submit quarterly volunteer data reports for the contract term utilizing the quarterly data surveys distributed by the Department. Each report is due according to the annual Volunteer Calendar provided by the Department (subject to change).

v. The Contractor shall keep all documentation, including, but not limited to, reports, data, forms, and invoices for a minimum of 6 years. Such documentation shall be made available to the Department within 5 days of its request.

4. **DEPARTMENT OVERSIGHT**

a. Department staff shall conduct periodic site visits (with or without notice) with the Contractor, to evaluate progress, identify best practices or problem areas, and to determine actions to be taken by parties to resolve any issues that the Department identifies. The site visits will include, but are not limited to, visiting volunteer stations, clients, volunteer file review, fiscal review, and Contractors' place of business.

b. Department staff shall conduct monitoring of the Contractor for compliance with performance measures and scope of work deliverables throughout the term of the contract, which may include desk reviews of fiscal and programmatic documentation, and on-site monitoring, the frequency of which shall be determined by the Department, at its sole discretion. The Department shall produce, and provide to the Contractor, a report(s) of its findings. The Contractor shall cooperate with Department staff in the monitoring process by granting access to the Contractor's program and fiscal records (for all funding sources, both electronic and hard copy).

c. The Department shall review, certify, and disburse reimbursements to the Contractor upon receipt of complete and accurate monthly invoices and supporting documentation to include workbook detail, statements, invoices and proof of payment, time sheets, general ledger, and any other financial document submitted by the Contractor to validate expenditures. The Department shall determine at its sole discretion whether an invoice and supporting documentation is sufficient, complete, and accurate to permit disbursement of funds.

d. The Contractor authorizes the Department, or their designees, to perform audits and/or inspections of its records, at any reasonable time, to assure compliance with state terms and/or to evaluate the Contractor's performance for all funding sources.

e. The Department has final authority over the use of state funds when circumstances arise that reveal conflicting guidance between Federal and State rules and regulation

f. Contractor allocation breakout will be calculated using state funding formula \$9,000 per VSY with a mandatory \$4,176 of the \$9,000 being budgeted by the Contractor in stipends per VSY for FGP and SCP. RSVP allocation breakout will be calculated at \$1,000 per volunteer. The allocation breakouts will not exceed the individual program contact amounts per Attachment 2 Budget.

g. The Department will calculate contract amendments to decrease FGP, SCP and RSVP allocations using the state funding formula of \$9,000 per VSY with a mandatory \$4,176 of the \$9,000 being removed from stipends per VSY. RSVP allocation reductions will be calculated at \$1,000 per volunteer. All allocation reductions (including CCP) will be assessed using the Contractor's year-to-date expenditures, deliverable levels, and historical performance and deliverable compliance.

5. SERVICE PROVISION

a. The Department has adopted the AmeriCorps Seniors Volunteer Program Handbook based on federal regulations for each respective program as the operating standard for state funded projects. The Services provided are intended to benefit the clients served, the community, and the senior volunteers themselves. One Volunteer Service Year (VSY) is equal to 1,044 hours of volunteer service. One VSY is not representative of a single volunteer but rather a volunteer or grouping of volunteers performing hours of service that equal 1,044 hours cumulative.

b. Volunteer, clients, and persons served eligibility for state-funded Foster Grandparents, Senior Companion (includes state funded only CCP), and RSVP programs is the same as the eligibility for AmeriCorps Seniors. However, the

department secretary may waive any provisions of the AmeriCorps Seniors programs handbook except those which will jeopardize a program's continued federal sponsorship. [9.2.15.9 NMAC, Corporation for National and Community Services Handbook].

c. FGP and SCP Volunteer Cost Reimbursements

AmeriCorps Senior volunteers, Foster Grandparent and Senior Companion Programs must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour. RSVP does not provide stipends or allowance to volunteers.

Services performed other than those identified above will not be eligible for stipend, cost reimbursement, or calculated towards the VSY or hours of service requirements per this contract.

d. Care Companion Volunteer Cost Reimbursements

Volunteers must serve from 5 to 40 hours a week. The stipend is payment to volunteers to enable them to serve without cost. Volunteer stipends are paid at \$4.00 per hour.

The Contractor will provide the following Services in accordance with the final, fully executed contract and monitored through the Contractor's submission of monthly invoices for reimbursement, Quarterly Reports, Narrative Reports, and Department annual program monitoring reviews:

- i. **Foster Grandparent Program (FGP):** Recruit and place a minimum of ____ VSYs in schools, childcare centers, and other congregate settings for children or as allowable by AmeriCorps Seniors in ____ County, and to provide a minimum of ____ hours of service during the contract period.

The goals of FGP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable children with either exceptional or special needs to achieve improved physical, mental, emotional, and/or social development.

- ii. **Senior Companion Program (SCP):** Recruit and place a minimum of ____ VSYs in the homes of frail and disabled elders or as allowable by AmeriCorps Seniors in ____ County, and to provide a minimum of ____ hours of service during the contract period.

The goals of SCP are to:

Enable persons aged 55 and older with low incomes to remain physically and mentally active and to enhance their self-esteem through continued participation in community services.

Enable older adults with health and functional limitations to remain as independent as possible in their own homes.

- iii. **Care Companion Program (CCP):** Recruit and place a minimum of ___ VSY in assisted living and/or long-term care facilities in _____ County, to provide a minimum of _____ hours of service during the contract period.

The goals of Care Companion Program are to:

Provide companionship to older adults 55 or older residing in assisted living and long-term care facilities, particularly those who generally do not receive visitors on a regular basis.

- iv. **RSVP:** Recruit and place a minimum of ___ volunteers in community placements in _____ County, to provide a minimum of _____ hours of service during the contract period.

The goals of RSVP are to:

Enable persons aged 55 and older to remain physically and mentally active and to enhance their self-esteem through continued participation in community services. Enable communities to enhance their efforts in meeting identified needs through using the skills of older adult volunteers.

1. Chaves County Joy Center (serves Chaves County)
60-Day Emergency Allocation: \$17,000.00
 - Foster Grandparent Program (FGP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$7,015.20
 - Senior Companion Program (SCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$9,984.80
2. Community Services Center (serves Roosevelt County and only Curry County for SCP)
60-Day Emergency Allocation: \$43,000.00
 - Foster Grandparent Program (FGP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$9,726.92
 - Senior Companion Program (SCP) 3 Volunteer Service Years (VSY), 3,132 service hours and \$24,122.74
 - Care Companion Program (CCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$4,336.00
 - RSVP Program 5 Volunteers, 5,000 service hours and \$4,814.34
3. Citizens for Developmentally Disabled (serves Colfax County)
60-Day Emergency Allocation: \$21,666.66
 - Foster Grandparent Program (FGP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$12,609.22
 - Senior Companion Program (SCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$9,057.44
4. Deming/Luna County Commission on Aging (serves Luna County)

60-Day Emergency Allocation: \$13,242.53

- Senior Companion Program (SCP) 2 Volunteer Service Years (VSY), 2,088 service hours and \$13,242.53

5. HELP New Mexico, Inc. (serves Mora, San Miguel, Rio Arriba, Guadalupe, Catron, McKinley, Dona Ana, and Grant Counties)

60-Day Emergency Allocation: \$137,786.49

- Foster Grandparent Program (FGP) 5 Volunteer Service Years (VSY), 5,220 service hours and \$47,222.23
- Senior Companion Program (SCP) 8 Volunteer Service Years (VSY), 8,352 service hours and \$72,064.26
- Care Companion Program (CCP) 2 Volunteer Service Years (VSY), 2,088 service hours and \$18,500.00

6. Sierra Joint Office on Aging (Sierra County)

60-Day Emergency Allocation: \$15,500.00

- Foster Grandparent Program (FGP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$4,500.00
- Senior Companion Program (SCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$8,000.00
- Care Companion Program (CCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$3,000.00

7. Southeast NM Community Action Corp (Eddy County)

60-Day Emergency Allocation: \$23,666.66

- Foster Grandparent Program (FGP) 2 Volunteer Service Years (VSY), 2,088 service hours and \$13,325.03
- Senior Companion Program (SCP) 1 Volunteer Service Years (VSY), 1,044 service hours and \$10,341.63

IV. Provide an explanation for the justification of the procurement including a description of the emergency condition(s) requiring use of emergency procurement and the practicable competition utilized in compliance with *NMSA 1978, Section 13-1-127*.

If volunteer programs remain unfunded pending the execution of the sole source award, the immediate effect would be the loss of federal funds for volunteer programs for people aged 55 and older, due to loss of required federal match funding. The state funds appropriated by the Legislature are intended to augment this federally administered program. The state allocation to federal volunteer programs meets the federal match requirement for programs that have no other funding sources. Without state and federal funding, volunteer stations like local nonprofits and schools would likely scale back or end their participation in the programs, reducing the number of available volunteers to provide services to recipients. These volunteer programs provide structured service opportunities that help both seniors volunteers and recipients stay active, socially engaged, and financially supported.

Foster Grandparent, Senior Companion, and Care Companions receive modest stipends, travel reimbursements, meal reimbursements, and supplemental liability insurance in exchange for their service. For low-income seniors, these benefits can be a significant

source of income and stability. A loss of the volunteer program(s) in any area of the state would mean the end of these payments, potentially forcing some to stop volunteering and seek alternative work.

The programs also serve vulnerable populations—children with special needs, isolated older adults, and disabled individuals—by providing mentorship, companionship, and support. The loss of the volunteer programs, even temporarily, would reduce these services, potentially increasing the burden on other community resources.

The lasting effects of not approving the Departments request for the emergency funding of volunteer programs from July 2026-August 2026 to allow for the continuation of services until the sole source award process could be completed would result in the loss of a social network of senior volunteer services, possible loss of federal funding, and the loss of service benefits for thousands of older adult participants, with significant personal, financial, and community consequences.

Grandparent (FGP), Senior Companion (SCP), Care Companions, (CCP), and RSVP senior volunteers (55+) programs without a disruption in the services these volunteers provide to New Mexico vulnerable populations.

- *FGP volunteers serve children one-on-one with exceptional or special needs, or children who are in circumstances that limit their academic, social, or emotional development.*
- *Senior Companions volunteers provide person-to-person supportive relationships with older adults, who have one or more physical, emotional, or mental health limitations and need assistance to achieve and maintain their highest level of independent living.*
- *Care Companions volunteers serve older adults residing in long-term care facilities one-on-one living in circumstances that limit their socialization.*
- *RSVP volunteers meet critical community needs by providing support services to public agencies; Indian tribes, non-profit organizations, secular/faith-based organizations; proprietary organizations in health, education, social service, or related settings such as multi-purpose centers, home health care agencies, food pantries/food banks, or similar establishments. RSVP may also service during the occurrence of a natural disaster, or similar events*

Foster Grandparent, Senior Companion, Care Companion and/or RSVP services and specify which geographic area, or county, each program is currently approved to operate program(s) in. The federal AmeriCorps Seniors grantee awards will not support dual or competing programs in one community. Per AmeriCorps Seniors current and longstanding practice and Senior Corps programmatic structure of the Senior Corps programs, there cannot be more than one stream of Senior Corps volunteer service per service area. Also, AmeriCorps Seniors and not the state of New Mexico pre-determines what entity occupies which service area per NMAC 9.2.15.9; therefore, a contract vehicle other than sole source is not appropriate.

- V. Describe what measures are being taken to minimize the duration and effect of this particular emergency procurement (for example: is the emergency only in place until a competitive process can be completed, etc.).

Seven (7) Sole Source Procurements have been submitted to State Purchasing for review and posting. Aging and Long-Term Services Department (ALTSD) was required to provide additional details on the Sole Source Justification Forms for clarity by SPD. ALTSD is currently waiting for final review and confirmation of the sole source posting. Because Sole Source procurements require 30 days ALTSD is estimating the completion of the 30-day posting and the time it will take to get contracts signed by the providers, thus the need for a 60-day Emergency Procurement to allow for that. Also, allocations for the other 10 months were utilized in the Sole Source contract calculations when completing the requests. ALTSD has requested that the Sole Source contracts be awarded for September 1, 2026 - June 30, 2027.

VI. Describe what measures the Agency will take in the future to prevent/mitigate use of an emergency procurement under similar circumstances.

The emergency encumbrance will be in place July 1, 2026 – August 31, 2026 (60 days) allowing sufficient time for a sole source award to be established for the Foster Grandparent (FGP), Senior Companion (SCP), RSVP, and Care Companion (CCP) senior volunteers (55+) program sponsors that administer and operate the volunteer programs. Going forward, Aging and Long-Term Service Dept. will begin the process of establishing a sole source award in April rather than May to allow for additional time to rectify and complete Contract Review Bureau requests for revisions prior to the end of year allowing for a July 1 start date.

Certified by:

Date: 7/2/2026

Signed by:

Marlene Acosta

Agency Chief Procurement Officer

Agency Approval by:

Date: 7/2/2026

Signed by:

Emily Kaltenbach

Cabinet Secretary/Governor



Approved Emergency Procurement

Approval letter must be attached to all purchase orders and payments, including p-card post audits.

The agency entering into an emergency procurement should employ a competitive process to the extent practicable under circumstances.

The purchase or lease of heavy road equipment is not allowed under the emergency procurement statute.

The state purchasing agent or a central purchasing office that makes an emergency procurement shall outline its determination of the basis for the procurement and its selection of the contractor in writing and include the writing in the procurement file. (That writing can be made on this form.) Promptly thereafter:

- the state purchasing agent shall post notice of the procurement on its website; or
- the central purchasing office shall post notice of the procurement on its website, if it maintains one, and shall transmit the notice to the state purchasing agent for posting on the state purchasing agent's website.

NOTE: the state purchasing agent or a central purchasing office that makes an emergency procurement to plan or prepare for the response to a serious threat to public health, welfare, safety or property caused by a flood, fire, epidemic, riot, act of terrorism, equipment failure or similar event shall account for the money spent in making the procurement and report on that accounting to the legislative finance committee and the department of finance and administration within sixty days after the end of the fiscal year in which the procurement was made.

APPROVED

Fiscal Year 2027