

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE APPLICATION)
OF AMERICAN MEDICAL RESPONSE)
AMBULANCE SERVICE, INC.FOR A)
CERTIFICATE TO PROVIDE AMBULANCE)
SERVICE)
_____)

Case No. 20-00125-TR-M

SETTLEMENT AGREEMENT

In the above captioned matter, Applicant American Medical Response Ambulance Service, Inc. (“AMR”), and Intervenor the City of Santa Fe (the “City”), having reached an agreement concerning resolution of both the City’s protest of AMR’s Application for Amendment to its Certificate to allow it to Provide Non-Emergency Ambulance Service from points and places within the County of Santa Fe to points and places in the State of New Mexico (“Application”), hereby enter into the following Settlement Agreement. The Parties state the following:

RECITALS

A. AMR seeks an amendment to its existing Certificate with the intention of providing interfacility and non-911 ambulance service in Santa Fe pursuant to the Motor Carrier Act,¹ the Ambulance Standards Act,² and the rules adopted pursuant to such Acts.

B. AMR’s Application to the New Mexico Public Regulation Commission (“NMPRC” or “Commission”) was noticed on June 19, 2020.

C. On or about July 9, 2020, the City timely filed a protest and motion to intervene, which was granted.

D. In the period following, the City and AMR began discussions regarding a resolution of the City’s Motion to Intervene. The parties agreed that it would be in their best interest to work

¹ NMSA 1978, §§ 65-2A-1 through 65-2A-40

² NMSA 1978, §§ 65-6-1 through 65-6-1

collaboratively to reach a mutual agreement that results in the equivalent or improved service for all the citizens of the City and the County of Santa Fe.

E. The City of Santa Fe Fire Department operates a 911 emergency response service. Under the Santa Fe City Code, the City of Santa Fe Fire Department has full and complete authority to provide prehospital emergency medical services within the City, and perform all expedient acts (SFCC 2-10.3). As part of that emergency response service, it responds to any emergency medical call made from anywhere within the City of Santa Fe, which include urgent care centers and physician's offices when emergencies arise, and transports patients to appropriate, higher level facilities. It is dispatched through the Santa Fe Regional Communications Center ("RECC") dispatch.

F. AMR seeks to operate an interfacility ambulance service. It does not seek to enter the 911 system or respond to emergency calls within the City of Santa Fe. If authorized by the PRC, it would be dispatched through its own dispatch system and would receive calls from facilities requesting transportation of patients from facilities to home, or from facilities to other facilities such as rehabilitation centers and assisted living facilities.

AGREEMENT

1. The Parties agree that upon execution of this agreement, the City will file a notice of withdrawal of its Protest and Motion to Intervene.

2. In consideration for the City's withdrawal of its Motion to Intervene and Opposition, the City affirmatively states that the public demand or need to which AMR's Application is responsive is founded on the need for additional interfacility transport ambulances in the City.

3. In consideration of the City's withdrawal of its Motion to Intervene and Opposition, AMR affirmatively states that it will not participate in non-scheduled emergency medical services, unless the City of Santa Fe chooses to enter into a Mutual Aid Agreement with AMR.

4. Pursuant to Rule 1.2.2.20(D) NMAC, the parties agree that this Agreement is not and should not be construed as precedential or persuasive with regard to any principle or issue raised in this proceeding, including but not limited to, the scope, meaning and application of NMSA 1978, Section 5-1-1 and that no party has waived, abandoned, or otherwise conceded any argument or position raised or taken by that party in this proceeding with regard to any future proceeding before the Commission or otherwise.

5. This Settlement Agreement shall be signed by duly authorized representatives of the parties and reflect ratification of both the Santa Fe Governing Body and representatives of AMR.

6. This Settlement Agreement is only with respect to the above referenced NMPRC proceeding. It is not a representation of approval from any other agency that may be required for operation, management and billing requirements of any other agency. AMR and the City make no representations that this Settlement Agreement constitutes any additional approvals for billing and collecting from various private insurance companies, Medicaid, or Medicare.

7. This Settlement Agreement in its entirety represents a fair, just, and reasonable resolution of the issues presented in this case.

8. The Parties may agree to the terms of this Settlement Agreement through the execution of one or more counterparts or separate signature pages.

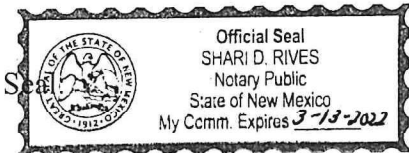
APPLICANT AMERICAN MEDICAL RESPONSE AMBULANCE SERVICE, INC.

By: Wm Maggiore, Winnie Maggiore, Attorney on behalf of American Medical Response Ambulance Service, Inc.

ACKNOWLEDGMENT

STATE OF NEW MEXICO)
)ss.
COUNTY OF SANTA FE)

This instrument was acknowledged before me this 8th day of DECEMBER, 2020 by Winnie Maggiore, Attorney on behalf of American Medical Response Ambulance Service, Inc.




Shari D. Rives
Notary Public

My Commission Expires:

3/13/2022

[The remainder of this page intentionally has been left blank.]

INTERVENOR CITY OF SANTA FE

By:  _____

ALAN M. WEBBER, MAYOR


Date: December 10, 2020

APPROVED AS TO FORM:

ATTEST:



ERIN K. MCSHERRY,
CITY ATTORNEY



YOLANDA Y. VIGIL,
CITY CLERK

GB Mtg 12/09/2020 *gc*





Settlement Agreement - 20-0663 American Medical Response Ambulance Services, Inc.

Final Audit Report

2020-12-11

Created:	2020-12-10
By:	Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5gG0_DS8UTvgurhm3zoeEs65kSkd-xNW

"Settlement Agreement - 20-0663 American Medical Response Ambulance Services, Inc." History

-  Document created by Geralyn Cardenas (gfcardenas@ci.santa-fe.nm.us)
2020-12-10 - 4:46:11 PM GMT- IP address: 63.232.20.2
-  Document emailed to Alan Webber (amwebber@santafenm.gov) for signature
2020-12-10 - 4:48:39 PM GMT
-  Email viewed by Alan Webber (amwebber@santafenm.gov)
2020-12-11 - 5:26:32 AM GMT- IP address: 76.127.55.244
-  Document e-signed by Alan Webber (amwebber@santafenm.gov)
Signature Date: 2020-12-11 - 5:27:06 AM GMT - Time Source: server- IP address: 76.127.55.244
-  Document emailed to Yolanda Vigil (yyvigil@ci.santa-fe.nm.us) for signature
2020-12-11 - 5:27:08 AM GMT
-  Email viewed by Yolanda Vigil (yyvigil@ci.santa-fe.nm.us)
2020-12-11 - 3:12:47 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Yolanda Vigil (yyvigil@ci.santa-fe.nm.us)
Signature Date: 2020-12-11 - 3:13:57 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Agreement completed.
2020-12-11 - 3:13:57 PM GMT