



STAFF REPORT

DATE: October 26, 2026

FROM: Nathan Cooke, Executive Director

BY: Damian Parsons, Deputy Executive Director

TO: CONFIRE Administrative Committee

SUBJECT: Amendment No. 3 to Independent Contractor Agreement – Wittman Enterprises, LLC

Recommendation

Approve Amendment No. 3 to the Independent Contractor Agreement with Wittman Enterprises, LLC (Wittman) for EMS billing services, adding the mailing of 21-day letters at a cost of \$0.85 per letter and patient refund processing at a cost of \$5.00 per refund, with all other terms and conditions remaining unchanged.

Background Information

On November 28, 2023, the Administrative Committee approved an agreement with Wittman Enterprises, LLC for third-party billing services to support cost recovery of the EMS Division and ambulance operations.

On October 1, 2024, with the assistance of legal counsel, Kingsley Bogard, a First Amended and Restated Agreement was negotiated providing for a three-year term, from October 1, 2024, through September 30, 2027, with two one-year options for extension. The amendment included revised terms and rates.

On July 21, 2026, the Administrative Committee approved the Second Amended Agreement, extending the agreement term to align with the cooperative purchasing agreement between the City of Chula Vista and Wittman. The revised term extends through June 30, 2031, with two two-year options and one additional one-year option, allowing for a total agreement term through June 30, 2036. All other terms remained unchanged.

With the implementation of CONFIRE's ambulance services on October 1, 2026, additional billing and administrative functions have been identified to support ongoing revenue cycle operations. These include the mailing of 21-day letters and the processing of patient refunds.

The proposed Amendment No. 3 adds the following services to Wittman's existing scope of work:

In ambulance billing, a 21-day Letter generally refers to a patient notice or follow-up correspondence issued at a designated point in the billing cycle. Depending on the account, such correspondence may request missing insurance information, address an outstanding patient balance, or provide an opportunity to resolve a billing issue. The notice is typically generated when an account meets the billing provider's established criteria, then mailed to the patient and documented in the billing record. The proposed amendment authorizes Wittman to mail these letters on CONFIRE's behalf at \$0.85 per letter.

For Patient Refund Processing, Wittman will invoice CONFIRE monthly for patient refund amounts, along with a processing fee of \$5.00 per refund. Upon receipt of payment from CONFIRE, Wittman will issue the refunds directly to patients.

Incorporating these functions into Wittman's existing billing services agreement will allow CONFIRE to utilize its established third-party billing provider to administer these activities, reducing the need for CONFIRE staff to perform these functions internally and supporting consistent revenue cycle operations.

All other terms and conditions of the existing agreement will remain unchanged.

Financial Impact

Approval of Amendment No. 3 will result in additional costs of \$0.85 per 21-day letter mailed and \$5.00 per patient refund processed. Total costs will depend on the actual volume of letters and refunds and will be charged based on services performed.

Patient refund amounts represent the return of funds owed to patients and are separate from the \$5.00 administrative processing fee.

These costs will be supported by the EMS operating budget (Fund 5020-EMS). The amendment does not change the existing compensation structure or rates for other billing services provided by Wittman.

Attachments

- Amendment No. 3 to Agreement – Wittman Enterprises, LLC.