

## **COBRA SERVICES AGREEMENT**

This Agreement made effective as of January 1, 2024 (the "Effective Date"), by and between the **CITY OF PITTSBURGH**, 414 Grant Street, City-County Building, Room 435, Pittsburgh, PA 15219 (the "**Employer**"), and **P&A ADMINISTRATIVE SERVICES, INC.**, 6400 Main Street, Suite 210, Williamsville, NY 14221 ("**P&A**").

### **WITNESSETH:**

**WHEREAS**, the Employer maintains several group health plans for the benefit of its eligible employees; and

**WHEREAS**, the Employer has various obligations and responsibilities under the federal legislation commonly referred to as "COBRA" with respect to the administration of its group health plans;

**WHEREAS**, the Employer desires to use P&A to assist the Employer in meeting its COBRA compliance responsibilities, and P&A desires to provide such services upon certain terms and conditions;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, covenant and agree as follows:

**1. COBRA Administration.** P&A agrees to assist the Employer in meeting its responsibilities under the COBRA law, which requires the Employer to offer continuation coverage to certain individuals who lose coverage under one or more group health plans of the Employer. P&A shall provide this assistance by providing those administrative services described in Section 2 of this Agreement with respect to those group health plans and coverage options listed on Schedule A (collectively referred to as the "Plan").

**2. Services to be Provided By P&A.**

(a) Upon execution of this Agreement by the parties, P&A shall provide the following services:

(1) P&A shall make available to the Employer electronically or by another method that is mutually agreeable to the parties (i) a COBRA procedures manual, and (ii) forms for the Employer to use in providing information to P&A pursuant to subsections 3(b) and 3(c) of this Agreement;

(2) With respect to each former employee and other individual receiving COBRA continuation coverage under the Plan (a "COBRA Continuant") on the Effective Date, P&A shall receive by electronic download from the Employer, the information that P&A deems necessary to discharge its responsibilities under this Agreement, including but not limited to name, address, Social Security number, plan information, coverage information (including information for covered dependents) and costs, and enter that information into P&A's administrative software system to create an electronic file with respect to the subject matter of this Agreement; and

(3) P&A shall send correspondence to each such COBRA Continuant explaining P&A's role in the COBRA administration of the Plan.

(b) P&A shall review any notice stating that a Qualifying Event for COBRA purposes has occurred with respect to coverage under the Plan. For purposes of this Agreement, the term "Qualifying Event" shall

have the meaning ascribed to it by Section 2203 of the Public Health Services Act or any successor provision of law. If such notice is determined to have been timely provided and the occurrence of a Qualifying Event is confirmed, P&A shall provide the following services with respect to each of those individuals who has become entitled to COBRA continuation coverage as a result of that Qualifying Event (a "Qualified Beneficiary"):

(1) P&A shall mail to the attention of the Qualified Beneficiary a COBRA election package consisting of a notice notifying him or her that he or she has the right to elect to continue his or her Plan coverage on the terms described in the notice (a "COBRA Election Notice"); a form that may be used to elect continuation coverage; and any enrollment forms that must be completed to satisfy the requirements of any insurance company, Health Maintenance Organization or other entity that will provide elected COBRA coverage (a "Coverage Provider"). A third party administrator for a self-insured plan or benefit option shall be deemed the Coverage Provider with respect thereto, and the Employer shall be deemed the coverage Provider for a self-insured plan or benefit option that is self-administered by the Employer;

(2) If the Qualified Beneficiary elects COBRA continuation coverage by completing and returning the aforementioned election form and any applicable enrollment forms and timely pays his or her initial COBRA premium, P&A shall forward his or her enrollment form information to the Coverage Providers that will be providing the elected coverage.

(3) P&A shall send to the Qualified Beneficiary who has elected COBRA continuation coverage (a "COBRA Continuant"), an invoice for each monthly premium for elected coverage, and shall send a second invoice should the COBRA Continuant fail to timely pay the original invoice by its stated due date. The invoiced amount shall be 102 percent of the "applicable premium" (110 percent) with respect to coverage extended from 18 months to 29 months due to disability, unless a different percentage is mutually agreed upon by the parties) within the meaning of Section 2202(3) of the Public Health Services Act;

(4) P&A shall forward 100% of the applicable premium to the Employer for payment to the Coverage Provider, accompanied by information that identifies the COBRA Continuant, the amount of his or her premium and the coverage period to which the premium payment relates. The amount by which a premium payment exceeds the applicable premium (typically, 2 percent of the applicable premium and referred to below as the "payment-premium differential") shall be retained by P&A as additional compensation for its services hereunder.

In the event that the Employer has agreed to pay from its own funds any portion of the premiums that may become due for the coverage of the COBRA Continuant, P&A shall invoice the Employer on a monthly basis for any additional payment-premium differential P&A would have received from the COBRA Continuant had he or she paid his or own premium in the normal course, unless and until the Employer requests that any such amounts be withheld by P&A from its monthly remittance amounts;

(5) Should the COBRA Continuant fail to make any periodic premium payment by the end of the applicable grace period, P&A shall notify the Coverage Provider that the COBRA Continuant's coverage is to be canceled due to the non-payment of premiums;

(6) P&A shall receive and review any request by a COBRA Continuant to extend the period of his or her COBRA continuation coverage on account of a determination of disability by the Social Security Administration or the occurrence of a second Qualifying Event;

(7) If it determines that a COBRA Continuant's request to extend the period of his or her COBRA continuation coverage should be granted, P&A shall so notify the Coverage Providers who have been providing COBRA coverage;

(8) P&A shall notify the COBRA Continuant should a Coverage Provider modify his or her COBRA coverage in any material respect;

(9) Approximately ninety (90) days prior to the start of each group health plan annual open enrollment, P&A shall inquire in writing of the Employer what types of services it would like to receive from P&A in relation to the upcoming open enrollment. The ability of P&A to provide any requested services shall be contingent upon the Employer forwarding to P&A not less than thirty (30) days before the start date all relevant details regarding any premium increases and any changes in Coverage Providers becoming effective for the new coverage period.

(10) Using information contained in its electronic file regarding the COBRA Continuant, P&A shall determine the date as of which his or her COBRA continuation coverage is due to cease;

(11) Should it determine that the COBRA continuation coverage of the COBRA Continuant is to be prematurely terminated due to the non-payment of premiums, the commencement of coverage under another group health plan or Medicare or other circumstances prescribed by the COBRA law, P&A shall notify him or her in writing to that effect;

(12) Prior to the termination of a COBRA Continuant's continuation coverage, P&A shall provide him or her with a notice describing any rights that he or she may have to obtain coverage under a "conversion health plan" within the meaning of Section 2202(5) of the Public Health Services Act;

(c) With respect to any individual who is a COBRA Continuant on the date this Agreement first becomes effective, P&A shall provide each service described in paragraphs "3" through "12" of subsection (b) above.

(d) If, after it reviews a notification that a Qualifying Event has occurred or that a disability determination has been received, P&A determines that there is no right to COBRA continuation coverage or to an extension of COBRA continuation coverage based on that notification, it shall provide written notice to the affected individuals that COBRA coverage is not available.

(e) Should the law of any State or Commonwealth require that continuation coverage be made available for a period extending beyond the maximum coverage period specified in COBRA, P&A agrees to provide the following additional services on written request:

(1) P&A shall program in its administrative software system data reflecting the extended coverage period and the individuals that may become eligible for extended coverage.

(2) P&A shall track in its administrative software system all dates that become relevant to the availability of state-mandated continuation coverage.

(3) Within a reasonable period before his or her federally-mandated continuation coverage is due to expire, P&A shall provide to an extension-eligible individual a reminder of the rights he or she has under applicable state law.

(f) P&A shall provide to the Employer and to Qualified Beneficiaries reasonable access to P&A employees who are familiar with the Plan through a toll-free telephone number and "Live Chat" texting during the regular business hours of P&A and voicemail for after-hours calls.

(g) Once per month, P&A shall provide to the Employer a "Remittance Report" summarizing its administrative activities during the preceding month, including the names of each of the Plan's COBRA Continuant during that month, the premium amounts paid by each for coverage during that month and the types of coverage he or she received during that month.

### **3. Employer Responsibilities.**

(a) As soon as is practicable after this Agreement is signed, the Employer shall obtain from each insurance company, Health Maintenance Organization or other entity that is providing coverage under the Plan (a "Coverage Provider") authorization for P&A to communicate with it directly regarding the subject matter of this Agreement.

(b) The Employer shall notify P&A as soon as possible, but not later than thirty (30) days, following the occurrence of any of the following events:

(1) the commencement of coverage for any person under the Plan;

(2) the death of a covered employee;

(3) the termination (other than by reason of gross misconduct) or reduction of hours of a covered employee's employment;

(4) a covered employee becoming entitled to Medicare benefits under title XVIII of the Social Security Act;

(5) a proceeding regarding the Employer's bankruptcy under title 11 of the United States Code that affects the benefits of a retired employee or his spouse or dependents of the Employer; or

(6) in accordance with any change in a law or regulation requiring group health plan continuation coverage after the date of this Agreement, any other event the occurrence of which requires notification by an Employer to a plan administrator, but only after P&A advises the Employer of such change.

Such notification shall be made by electronic transmission via P&A's web portal, fax or mail, using forms provided by P&A for this purpose.

(c) The Employer shall notify P&A as soon as possible, but not later than five (5) days after the Employer is notified by an employee, spouse or dependent of following the occurrence of any of the following events:

1. The divorce of the employee from the employee's spouse (or their legal separation, but only if such event causes the spouse to lose his or her coverage under the terms of the Plan);

or

2. A dependent child ceasing to be a dependent child under the requirements of the Plan. Such notification shall be made by electronic transmission, using forms provided by P&A for this purpose.

(d) The Employer shall review each Remittance Report generated by P&A pursuant to Section 2(h) and shall notify P&A within thirty (30) days after the report was sent or made available to the Employer of any errors or omissions in the report. Instructions for verifying the accuracy of P&A's Remittance Reports are appended hereto as Exhibit 2.

(e) Should the Employer desire to engage P&A to provide the state law continuation services described at Section 2(f) above, it shall provide P&A with the identity of the state involved; the types of health plan coverage to which the extension applies (e.g., just group health insurance); the length of the extension period; and any other information that is germane to administering the extension period coverage not less than thirty (30) days before such services are to commence.

(f) The Employer shall promptly and accurately furnish to P&A such other information as P&A reasonably deems necessary or appropriate for the discharge of its responsibilities hereunder.

(g) Should P&A modify in any way the standard format of any of its written materials used in connection with the provision of its professional COBRA administration services, the Employer agrees to use exclusively the modified version of the materials as soon as P&A provides them to the Employer.

(h) Should the group health plans or coverage options listed on Schedule A include a health flexible spending account under a cafeteria plan in accordance with Internal Revenue Code Section 125 and the regulations (proposed or final) thereunder (a "health FSA") with respect to which P&A is not the claims administrator, the Employer (or an agent of the Employer other than P&A) shall be responsible for determining whether any person who has sustained a loss of coverage under that health FSA must be offered the opportunity to continue that coverage based on Income Tax Regulation Section 54.4980B-2, Q&A-8 (or any successor regulations or rules pertaining thereto) and, if so, for advising P&A of the applicable premium for same.

(i) Should any of the group health plans or coverage options listed on Schedule A include a "self-insured medical expense reimbursement plan" as defined in Internal Revenue Code Section 105(h) with respect to which P&A is not the claims administrator, (other than a health FSA that is part of a cafeteria plan), the Employer (or an agent of the Employer other than P &A) shall be responsible for advising P&A of the applicable premium for continuation coverage under that self-insured medical expense reimbursement plan.

(j) Should the Employer become a party to any collective bargaining agreement containing any provision that refers to or impacts, either directly or indirectly, the manner in which COBRA is to be provided to any employee who is a member of the collective bargaining unit that is a party to the agreement or his or her spouse or dependents, the Employer shall provide P&A with a complete copy of the pertinent contract language not less than thirty (30) days before the effective date of that collective bargaining agreement.

(k) The Employer warrants and represents to P&A that the list of group health plans and of the coverage providers under each such plan is complete and accurate as of the date of this Agreement.. Should the Employer, during the term of this Agreement, establish any new group health plan or add any coverage provider to any of its current group health plans, the Employer agrees to notify P&A in writing of same within seven (7) days thereafter. The Employer hereby acknowledges its understanding that P&A cannot assure the Employer's compliance with COBRA without having, at all times, complete and accurate information as to the group health plans and coverage options of the Employer.

**4. Compensation.**

(a) As compensation for the services rendered hereunder, the Employer agrees to pay P&A fees in accordance with the fee schedule set forth at Schedule B hereto. P&A may modify this fee schedule as of the beginning of any Contract Year commencing after the Effective Date. For purposes of this Agreement, the term "Contract Year" means the period beginning on the Effective Date and ending one year later and each subsequent one-year period beginning on an anniversary of the Effective Date. P&A shall notify the Employer in writing of any modification to the fee schedule not less than ninety (90) days before the beginning of the Contract Year in which the modification is to become effective.

(b) Should any billing or enrollment adjustments become necessary due to the Employer's failure to inform P&A of any Remittance Report inaccuracies in accordance with 3(d) above or due to P&A's having been given incorrect premium rate information, P&A shall be entitled to additional compensation hereunder equal to \$10.00 per affected COBRA Continuant.

(c) Should the Employer request in writing any services or materials that are in addition to the services described in Section 2, P&A shall be entitled to such additional compensation from the requesting party as is mutually agreed upon in writing by the requesting party and P&A.

**5. Limitation on P&A's Obligations.** P&A shall have no obligation under this Agreement or otherwise to verify the accuracy or completeness of any information furnished by the Employer to P&A. P&A shall not provide legal counsel or tax advice to the Employer, and any advice furnished by P&A to the Employer regarding any provision of any law providing for the continuation of group health coverage should not be relied upon by Employer prior to consulting with its own legal advisors. P&A shall not be responsible for any action or inaction regarding COBRA administration that occurred prior to the commencement of this Agreement, or that results from the Employer's failure to notify P&A on a timely basis regarding a qualifying event, or that occurs after the termination of the Agreement.

**6. Release and Indemnification.**

(a) P&A shall be liable for and shall protect, hold harmless and indemnify the Employer and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by the Employer or its employees resulting from a breach of this Agreement or from the negligence or other tortious conduct of P&A or any of P&A's employees arising out of the performance of its duties under this Agreement.

(b) The Employer shall be liable for and shall protect and hold harmless P&A and its employees from and against all penalties, losses, damages, costs, expenses, attorney's fees and court costs suffered by P&A or its employees attributable to any breach by the Employer of its obligations, warranties or representations, including but not limited to incorrect and or incomplete information provided by the Employer or the unauthorized modification or misuse of forms provided to the Employer by P&A.

P&A and Employer agree that the provisions of this Section 6 shall survive the termination of this Agreement.

**7. Term and Termination.** The initial term of this Agreement shall be the Contract Year commencing on the Effective Date. Thereafter, this Agreement automatically shall be renewed for each additional Contract Years, unless one party to this Agreement gives the other party notice in writing of its desire to terminate the Agreement as of the end of a specified Contract Year not less than sixty (60) days prior to the end of that Contract Year. Notwithstanding the foregoing, this Agreement shall terminate (a) automatically if either party is adjudicated a bankrupt or suffers appointment of a temporary or permanent receiver, trustee or custodian for all or a substantial part of their assets, which shall not be discharged within thirty (30) days of appointment, or makes an assignment for the benefit of creditors, or (b) after written notice by one party of the other party's material breach of, or material failure to perform, its obligations hereunder unless such breach or failure is cured within ten (10) days of said notice. Any notice of breach must provide details regarding the nature of the other party's alleged breach, the specific obligation hereunder to which the alleged material breach relates, the date on which occurred and the identity of any personnel of the other party that were involved. Failure to provide such detail shall render said notice null and void for purposes of this Agreement.

Should the Employer cause the Agreement to be terminated for reasons other than those set forth in the preceding sentence, without the advance notice otherwise required hereunder, the Employer immediately shall become obligated to pay P&A as liquidated damages an amount equal to seventy-five percent of the fees that would have been due had the Agreement remained in effect for the period (i) commencing on the date next following the date on which the Agreement prematurely terminated or will be prematurely terminated, and (ii) ending on the earliest date as of which the Employer properly could have terminated the Agreement by giving the advance notice prescribed hereunder on the date the Employer first notified P&A in writing of the Employer's intention to terminate the Agreement. For purposes of calculating this liquidated damages amount, the fees due to P&A hereunder for services it provided in the month preceding the month within which P&A first was notified of the premature termination of the Agreement shall be the fees due for each month during the period described in the preceding sentence.

Upon any termination of this Agreement, the following fees shall apply:

(a) Should the Employer request that P&A provide it with any information regarding the services rendered under this Agreement that is not already available at P&A's web portal (e.g., the addresses or election status of individuals who were COBRA Continuant on the date the Agreement terminated), the Employer shall pay a fee of \$500.00 to obtain such information.

(b) For each premium payment that P&A receives from a COBRA Continuant after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of \$5.00.

(c) For each COBRA election form that P&A receives from a Qualified Beneficiary after the termination of the Agreement and forwards to another party for processing, the Employer shall pay P&A a fee of \$7.50.

**8. Confidentiality.** Each party acknowledges that the information provided by the other hereunder is confidential and shall not be disclosed or disseminated without written consent. Furthermore, the Employer acknowledges that P&A's methods of doing business, and all its documents relating thereto, constitute trade secrets and know-how to which P&A retains exclusive proprietary rights.

9. **HIPAA Compliance.** The parties hereto acknowledge that they have entered into a separate Business Associate Agreement of even date herewith, a copy of which is appended hereto as Exhibit 1, and agree that said Business Associate Agreement and all of the obligations and rights of the parties thereunder shall be incorporated herein by reference.

10. **Binding Effect; Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties, their legal representatives, successors and assigns.

11. **Integration.** By their making of this Agreement, the parties hereto hereby acknowledge that this Agreement supersedes any previous understandings between them with respect to all matters contained herein and contains the entire understanding and agreement between them with respect to all matters contained herein and cannot be amended, modified or supplemented except by a subsequent written agreement entered into by both parties.

12. **Enforcement.** If any action at law or in equity (including arbitration) is necessary to enforce or interpret any one or more of the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

13. **Notice.** Any notice hereunder by a party shall be deemed to have been duly given three (3) business days after mailing, and, except as otherwise provided herein, shall be given by mailing in any post office or post office box maintained by the United States Postal Service, enclosed in a postage paid envelope, registered or certified mail, return receipt requested, addressed to the party to whom or which notice is intended to be given at such party's address as stated above or to such other address as each party shall specify in writing to the other.

14. **Governing Law.** This Agreement is made in and shall be construed pursuant to the laws of the State of Pennsylvania.

15. **Authorizing Resolution.** This Agreement was originally entered into by the City of Pittsburgh pursuant to Resolution No. 742 effective December 1, 2017, and amended on January 1, 2024.

16. **Insurance.** P&A shall maintain insurance in the amount specified in this Section and shall keep the CITY listed as an additional insured on such policy throughout the term of the Agreement. Attached hereto as part of **Exhibit 3** and incorporated herein is a certificate of insurance duly executed by the officers or authorized representatives of a responsible and non-assessable insurance company, evidencing the following minimum coverage(s) and specifically identifying the City of Pittsburgh as an additional insured (for general liability), which insurance shall be non-cancelable, except upon thirty (30) days prior written notice to Employer:

	Individual	
	Occurrence	Aggregate
General Liability	\$500,000.00	\$1,000,000.00
Automobile Liability	\$500,000.00	\$1,000,000.00
Workers Compensation	Statutory limits	

All premiums shall be at the expense of P&A. All policies must be made on an occurrence basis. Claims-made policies are not acceptable. In the event that the term of said insurance shall expire prior to the expiration of the term of this Agreement or the completion of all services required hereunder, whichever shall



occur later, P&A shall renew said insurance in a timely manner and shall promptly cause a certificate of insurance evidencing such renewal, and also identifying the City of Pittsburgh as an additional insured, to be forwarded to the Mayor's Office.

All premiums shall be at the expense of P&A.

**17. Debarment.** P&A warrants that it is not prohibited from entering into this Agreement with the CITY by reason of disqualification under subsection (b) of Section 161.22 of the Pittsburgh Code. An affidavit certifying compliance with this Section is attached hereto as **Exhibit 4** and is incorporated into and made a part of this Agreement.

**18. Statement of Affiliations.** P&A herewith files a Statement of Affiliations with the Employer, attached hereto as **Exhibit 5**, in compliance with Section 197.08(c) of the Pittsburgh Code.

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**

IN WITNESS, WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

ATTEST: CITY OF PITTSBURGH

\_\_\_\_\_  
Secretary to the Mayor BY \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date Date

\_\_\_\_\_  
Witness Director, Human Resources & Civil Service BY \_\_\_\_\_

\_\_\_\_\_  
Date Date

ATTEST: P&A Administrative Services, Inc.

*Michael Rizzo*

\_\_\_\_\_  
Witnesses Signature BY \_\_\_\_\_  
Print Name: Michael Rizzo

Print Name: \_\_\_\_\_ Title: President

Title: \_\_\_\_\_

\_\_\_\_\_  
Date Date 09-13-2023

EXAMINED BY: \_\_\_\_\_  
Assistant City Solicitor

\_\_\_\_\_  
Date

APPROVED AS TO FORM: \_\_\_\_\_  
City Solicitor

\_\_\_\_\_  
Date

COUNTERSIGNED: \_\_\_\_\_

City Controller

\_\_\_\_\_

Date

**SCHEDULE A**

**EMPLOYER'S GROUP HEALTH PLANS**

*Highmark-MEDICAL*

*Aetna-MEDICAL*

*UPMC-MEDICAL*

*Delta Dental-DENTAL*

*Vision Benefits of America-VISION*

*Optum-HEALTH FSA*

**SCHEDULE B**  
**FEES**

1. **INSTALLATION FEE. N/A**

2. **SUPPLEMENTAL INSTALLATION FEES-STATE CONTINUATION COVERAGE.** The Employer shall pay to P&A an installation fee of \$125.00 for each state continuation law with respect to which the Employer requests (at any time while this Agreement remains in effect) the **optional** services describe at Section 2(e) above. This fee shall be due and payable within thirty (30) days after receipt by the Employer of P&A's invoice with respect to same.

3. **MONTHLY ADMINISTRATION FEES.** The Employer shall pay to P&A administration fees with respect to each calendar month or portion of a calendar month during which P&A performs any of the services described herein.

During the second month of the Agreement, P&A shall begin to provide the Employer with monthly invoices for services performed during the preceding month. The fees for a given month shall equal \$.29 for each individual enrolled in the Plan as of the first day of that month (including for purposes of this Agreement any COBRA Continuant and any former employee whose COBRA election period had not expired as of that date). Each such invoice shall be due and payable within thirty (30) days after receipt by the Employer.

4. **MAILING EXPENSES.** The Employer shall reimburse P&A for the cost of any mailing required under the Agreement the rate for which exceeds the first class rate charged by the U.S. Post Office after P&A provides the Employer with proof of same.

5. **PARTICIPANT FEES.** An individual who has coverage under the Plan shall pay to P&A a fee of \$25.00 should a check tendered by him or her in payment of a premium be returned on account of insufficient funds. Further, if an individual's COBRA coverage must be reinstated due to non-payment of premiums or other circumstances for which he or she is responsible, he or she shall pay P&A a reinstatement fee of \$30.00.

Note: Should changes in applicable federal or state law or regulations make it necessary or advisable for services other than those enumerated in this Agreement to be rendered in connection with the administration of the Plan (e.g., a new type of notice is required to be provided to certain covered persons) and should the Employer desire to retain P&A to provide such additional services, the addition of such services to P&A's responsibilities shall require an amendment to this Agreement. P&A reserves the right to request an adjustment in its fees hereunder under such circumstances.

# **EXHIBIT 1**

## **BUSINESS ASSOCIATE AGREEMENT**

## EXHIBIT 2

# INSTRUCTIONS FOR REVIEW OF MONTHLY REMITTANCE REPORTS

P&A will forward a check to the Employer on a monthly basis representing the payments received to date and a remittance report for a defined benefit period. The report and check are sent to you between the 10th and 15th of the month for the prior month's activity. The remittance report is a tool to assist you in reconciling carrier bills against what P&A has in our system.

Steps to verify the accuracy of P&A reports verses insurance carrier invoices:

1. Obtain invoice or census from each insurance company on a monthly basis.
1. Compare each invoice to the Remittance Report provided by P&A. The Remittance Report will show anyone who has paid for the designated benefit period or prior if they are a new enrollee, for all benefits enrolled. Be sure to check the tier level and premium rate for each person. Differences in rates and tier levels will affect the remittance amount. It is important to notify your P&A administrator of differences as soon as possible.

If the person is on the Remittance Report but not on the carrier invoice, they may be newly enrolled in COBRA coverage. In this instance you should see an adjustment on your next carrier invoice. You may confirm coverage with the carrier. If there is no adjustment on the next invoice and the carrier cannot confirm enrollment, please notify your P&A administrator immediately. In this situation, P&A has the person enrolled in COBRA but the insurance carrier does not.

If a person has been on both the carrier invoice and the Remittance Report but is now no longer on the Remittance Report they may have failed to make a payment for the benefit period and may have been canceled by P&A. Depending on the timing of the cancelation notice from P&A to the carrier, a credit from the carrier may be due. You may confirm coverage with the carrier. If the person remains on the carrier invoice and remains off the Remittance Report, please contact your P&A administrator immediately. In this situation, P&A has canceled coverage and is no longer collecting premium, however, the insurance carrier still has the person enrolled and is continuing to bill.

1. Additional reports are available on HR Connect to help resolve any discrepancies. These reports include:

Payment History – details of last 6 payments received.

Payments by Benefit Period – details for a specific benefit period showing premium payments and dates received.

Paid Through – details most recent premium payment received for COBRA member.

Benefit Plan Listing – details COBRA members currently enrolled benefits.

Transaction Report – provides all enrollments and terminations that occurred during a specified time frame.

## EXHIBIT 3: INSURANCE CERTIFICATES



**EXHIBIT 4: DEBARMENT AFFIDAVIT**

STATE OF NEW YORK  
COUNTY OF ERIE )  
 ) SS: )

**AFFIDAVIT OF CONTRACTOR  
UNDER CODE § 161.22(f)**

BEFORE ME, the undersigned authority, personally appeared Michael Rizzo who,  
being duly sworn according to law, and under penalty of perjury, deposes and says that neither (s)he nor, to  
the best of his/her actual knowledge, information or belief, the company, corporation, partnership  
("CONSULTANT"), or any affiliated individual is prohibited from entering a bid or participating in a CITY of  
Pittsburgh contract by reason of disqualification as set forth at Pittsburgh Code §161.22(b).

*Michael Rizzo*

\_\_\_\_\_  
Michael A. Rizzo, President

SWORN TO and subscribed  
before me this 13th day of  
September, 2023.

\_\_\_\_\_  
Notary Public  
(SEAL)

## EXHIBIT 5: STATEMENT OF AFFILIATIONS

1. P&A Administrative Services, Inc.

6400 Main Street, Suite 210, Williamsville, NY 14221

(716) 852-2611

2. **List your qualifications and experience for performance of the contract.**

With over 45 years of Experience in the industry, P&A Administrative Services, Inc. is a seasoned and valuable resource to clients across the country. Flexibility meets advanced solutions when it comes to technology and capabilities. Instead of saying “no”, we explore all options to make the impossible possible. When it comes down to it, nothing replaces the hands on customer service experience our brokers, clients and participants receive with P&A Administrative Services, Inc.

3. **Please give a brief description of any contractual or business relationships you have had with the CITY within the past three years. Please include the dollar value of the contract of business relationship.**

This COBRA contract, originally effective January 1<sup>st</sup> 2018, is our first contract with the City of Pittsburgh.

4. **Please identify by name and address the contractor's principals including all owners, partners, or shareholders and officers. If the contractor is a public corporation identify by name and address the officers, members of the board of directors, and shareholders holding more than three (3) percent of the corporate stock.**

Michael A. Rizzo - President 50% shareholder  
6400 Main Street, Suite 210, Williamsville, NY 14221  
rizzom@padmin.com

Joseph Priselac Jr. – CEO 50% shareholder  
6400 Main Street, Suite 210, Williamsville, NY 14221  
priselacj@padmin.com

P&A Administrative Services is a Privately Held Corporation

# Signature Certificate

Reference number: LDPGB-GG6GJ-JV9V5-OAXZK

## Signer

## Timestamp

## Signature

### Michael Rizzo

Email: rizzom@padmin.com

Sent:

13 Sep 2023 17:23:24 UTC

Viewed:

13 Sep 2023 17:55:33 UTC

Signed:

13 Sep 2023 17:58:13 UTC



### Recipient Verification:

✓ Email verified

13 Sep 2023 17:55:33 UTC

IP address: 72.231.182.151

Location: Lancaster, United States

Document completed by all parties on:

13 Sep 2023 17:58:13 UTC

Page 1 of 1



### Signed with PandaDoc

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221	<b>CONTACT NAME</b> Joelle Maranto <b>PHONE (A/C, No, Ext):</b> (716) 633-1818 <b>E-MAIL ADDRESS:</b> jmaranto@marantoagency.com	<b>FAX (A/C, No):</b> (716) 633-6442
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> P&A Administrative Services Inc.; Priselac & Associates; P&A Benefits Inc.; P&A Retirement Plan Services Inc.; P&A Group 17 Court Street Suite 500 Buffalo NY 14202	<b>INSURER A:</b> Allied World Surplus Lines Ins Co <b>NAIC #</b> 24319	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2361454820      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$							EACH OCCURRENCE AGGREGATE	\$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
A	Errors & Omissions				03091166	07/26/2023	07/26/2024	Each claim Aggregate	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)


### CERTIFICATE HOLDER

P&A Administrative Services, Inc.  
 17 Court Street, Suite 500  
 Buffalo NY 14202

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221	<b>CONTACT NAME:</b> Joelle Maranto <b>PHONE (A/C, No, Ext):</b> (716) 633-1818 <b>E-MAIL ADDRESS:</b> jmaranto@marantoagency.com	<b>FAX (A/C, No):</b> (716) 633-6442
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Hiscox Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> P&A Administrative Services Inc.; Priselac & Associates; P&A Benefits Inc.; P&A Retirement Plan Services Inc.; P&A Group 6400 MAIN ST. SUITES 120 & 210 Williamsville NY 14221-5803		

**COVERAGES**

CERTIFICATE NUMBER: CL2382155660


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employee Dishonesty Crime			UC2521935123	09/26/2023	09/26/2024	Employee Theft \$2,000,000 Third Parties Property \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

P&A Administrative Services, Inc. 17 Court Street, Suite 500 Buffalo NY 14202	<b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b> AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Consolidated Insurance Agents, Inc. Maranto Agency, Inc. 36 Hopkins Road Williamsville NY 14221	<b>CONTACT NAME:</b> Joelle Maranto <b>PHONE (A/C No. Ext):</b> (716) 633-1818 <b>E-MAIL ADDRESS:</b> jmaranto@marantoagency.com	<b>FAX (A/C, No):</b> (716) 633-6442
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> P&A Administrative Services Inc, P&A Retirement Plan Services, Inc. Priselac & Associates, P&A Benefits, Inc. 17 Court St Suite 500 Buffalo NY 14203	<b>INSURER A:</b> Sentinel Insurance Company, LTD <b>NAIC #</b> 11000	
	<b>INSURER B:</b> Rated by Multiple Companies <b>NAIC #</b> 00914	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL2292751161

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			01SBARE9925	11/21/2022	11/21/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							Non-owned	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			01SBARE9925	11/21/2022	11/21/2023	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			01SBARE9925	11/21/2022	11/21/2023	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01WBCAJ2NHP	11/21/2022	11/21/2023	PER STATUTE	
							OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

**CERTIFICATE HOLDER**

P&amp;A Administrative Services, Inc.

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov)

### **To advise Carahsoft OBO City of Pittsburgh of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Carahsoft OBO City of Pittsburgh**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Carahsoft OBO City of Pittsburgh**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [riley.stewart@pittsburghpa.gov](mailto:riley.stewart@pittsburghpa.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

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### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO City of Pittsburgh as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO City of Pittsburgh during the course of your relationship with Carahsoft OBO City of Pittsburgh.