

AFFIDAVIT OF WORKING SPOUSE AND/OR DOMESTIC PARTNER ELIGIBILITY FOR SECUR-SERV MEDICAL BENEFITS

The working spouse/domestic partner (“spouse”) rule allows Secur-Serv Corporation to mitigate increasing medical costs while providing qualifying and affordable coverage to employees.

Declaration of Working Spouse and/or Domestic Partner

I, the undersigned Secur-Serv Corporation Employee, certify and declare that my spouse is not eligible for affordable healthcare (per ACA bronze-level minimum definitions) with the criteria set forth in Secur-Serv Corporation’s ADP Workforce Now enrollment platform and the UMR medical administration, and my working spouse is therefore eligible for health insurance benefits under Secur-Serv Corporation's health insurance programs. Specifically, my working spouse meets at least one of the following conditions below (please select):

- My spouse is not employed.
- My working spouse is not offered medical benefits through his/her employer.
- My working spouse is offered medical benefits through his/her employer, but it is a minimum essential coverage plan and therefore does not meet the ACA employer mandate minimum thresholds. The employer can tell you if the plan meets ACA minimum thresholds; most employer health plans do.
- My working spouse is offered medical benefits that exceed the ACA minimum bronze-level actuarial plan value through her employer but is not deemed affordable as the employer charges more than the affordability percentage, which is set at 8.93% for 2025. For additional information about affordable coverage, click this link: [Affordable Health Care](#)

Commitment to Notify Regarding Change in Working Spouse’s eligibility for Secur-Serv Medical Benefits

I agree to notify Secur-Serv Corporation if there is any change in my spouse’s eligibility status as attested in this Affidavit which would make the non-employee spouse ineligible for Secur-Serv's health insurance programs (for example, due to affordability, health plan value, or the working spouse’s full-time employment status, etc.).

The employee agrees to notify Secur-Serv Corporation within thirty-one (31) days of a change in the status of the Working Spouse Termination of Eligibility (Affidavit of Termination). The Affidavit of Termination is a form provided by Secur-Serv Corporation (a copy of the form is attached). The employee agrees to promptly email a copy of the Affidavit of Termination to Secur-Serv’s People Department at benefits@Secur-Serv.com.

We understand that termination of eligibility for Working Spouse is not a qualifying event for purpose of continuation of coverage under the Consolidated Omnibus Budget

Reconciliation Act of 1985 (COBRA) unless the Secur-Serv employees is a qualified beneficiary under COBRA. We further understand that some sort of continuation coverage nevertheless may be provided under some of Secur-Serv Corporation's health insurance programs at the sole discretion of Secur-Serv Corporation and/or a third-party insurer.

Other Acknowledgments

We understand that any person or entity who suffers any loss due to any false statement contained in this Affidavit may bring a civil action against either or both of us jointly and severally to recover their losses, including reasonable attorney's fees, and that falsification may result in immediate loss of coverage (loss of coverage may be retroactive in some cases), as well as disciplinary action against the employee.

We understand that Secur-Serv Corporation reserves the right to request supporting documentation and any other proof as it, in its sole discretion, deems necessary in order to verify the representations we have made in this Affidavit, and we agree to make reasonable and diligent efforts to provide the requested information to Secur-Serv Corporation in a timely and complete fashion. We further understand that Secur-Serv Corporation reserves the right to require us to verify this Affidavit (or complete another Affidavit) on an annual or otherwise periodic basis.

We understand that this Affidavit may have legal implications relating, for example, a benefits guide from the working spouse's employment, and that before signing this Affidavit, we should seek competent legal, accounting, and tax advice concerning such matters.

We declare, under penalty of perjury, under relevant laws of my state, that the assertions in this Affidavit are true to the best of our knowledge. We understand that this form is not an application for health insurance coverage and that the purpose of this form is to establish the eligibility of persons named herein for the coverage provided under Secur-Serv Corporation's health insurance programs, and to facilitate Secur-Serv Corporation's proper payroll administration related to such coverage.

Secur-Serv Employee Signature

Date

Spouse's Printed Name

Secur-Serv Employee's Spouse Signature

Date

NOTICE OF CHANGE IN WORKING SPOUSE/DOMESTIC PARTNER ELIGIBILITY

***This notice is to be used if your spouse/domestic partner (“spouse”) experiences a mid-year change in employment or eligibility for health insurance through his/her employer to be able to add medical coverage through Secur-Serv Corporation. It does not need to be completed for initial enrollment.**

Documentation is required for this and all qualifying events to make a change to Secur-Serv benefits.

I, _____, certify and declare that:
(Secur-Serv Employee—print name)

_____, my working spouse, is no longer eligible for working
(working spouse — print name) spouse coverage through Secur-Serv’s benefits program.

_____ (Date)

I understand that health insurance coverage for my working spouse under the Secur-Serv Corporation healthcare programs will terminate as of _____ [Secur-Serv Corporation HR inserts appropriate date in the form].

The Affidavit of Termination attested to and filed by me with Secur-Serv Corporation shall be and is terminated as of this date; and

The termination of the Affidavit of Termination is a result of a change in full-time status or being eligible for qualifying and affordable healthcare according to the ACA employer mandate; and

I affirm, under penalty of perjury, that the above statements are true and correct.

(Secur-Serv Corporations Employee’s Signature)

(Date)