



UNIVERSITY OF NEBRASKA

AFFIDAVIT OF EMPLOYEE PLUS ONE RELATIONSHIP

Instructions: Provide all requested information and attach supporting documentation. Complete the Tax Qualified Dependent Certification for Employee Plus One Benefits. This affidavit must be signed by the Employee and Adult Designee in the presence of a Notary Public and submitted to your Campus Benefits Office.

EMPLOYEE INFORMATION:

Employee Name (Last, First, MI): NU ID:
Date of Birth: Gender: Social Security Number:
Address: City: State: Zip:

ADULT DESIGNEE INFORMATION:

Adult Designee Name (Last, First, MI): NU ID:
Date of Birth: Gender: Social Security Number:
Address: City: State: Zip:
Relationship Began On:

ADULT DESIGNEE DEPENDENT CHILD INFORMATION: List only Adult Designee's children who meet the eligibility requirements outlined at www.nebraska.edu/benefits.

Name (Last, First, MI): SSN: DOB:

DECLARATION:

We, the undersigned employee and Adult Designee, certify that the employee is not currently married to or legally separated from another individual under either statutory or common law and that the Adult Designee identified above meets all of the following criteria:

- 1) Has resided in the same residence as the employee for at least the past consecutive 12 months and intends to remain so indefinitely;
2) Is at least 19 years old;
3) Is directly dependent upon, or interdependent with, the employee, sharing a common financial obligation that can be documented in a manner prescribed by the University of Nebraska;
4) Is not currently married to or legally separated from another individual under either statutory or common law;
5) Is not related to the employee as a parent, a step-parent, a collateral descendent of a parent or step-parent (i.e., a sibling, niece or nephew), a grandparent, step-grandparent, or a grandparent's or step-grandparent's descendant (i.e., aunt, uncle or cousin)
6) Is not a renter, boarder, tenant or employee of the employee;
7) Is not the child of the employee or a descendant of an employee's child; and
8) Has not been hired or is not directly supervised by the employee in an employment setting; or may not be transferred, suspended, laid off, recalled, promoted, discharged, assigned, rewarded or disciplined as an employee by the employee; or the employee has no responsibility to direct the Adult Designee or to adjust the Adult Designee's grievances or effectively to recommend any such action, if the exercise of such authority is not merely of a routine or clerical nature but requires the use of independent judgment.

EMPLOYEE PLUS ONE SUPPORTING DOCUMENTATION REQUIREMENTS

We are financially interdependent on each other in accordance with the plan requirements outlined by the University of Nebraska. Financial interdependency is demonstrated by attaching any Internal Revenue Service ("IRS") form listing the Adult Designee as a dependent, or any three of the following supporting documents.

- Joint ownership of a residence or other significant property (home, condo, mobile home, car) or joint tenancy on a resident lease identifying both parties as tenants
Joint bank or credit account
Joint liability of debt (for example, credit cards or car loans)
Other evidence of joint ownership of a major asset
Will of the employee or Adult Designee designating the other as primary beneficiary, executor or personal representative
Life insurance policy or retirement benefit account of the employee or Adult Designee naming the other as primary beneficiary

- Durable power of attorney for purposes of healthcare or financial management providing that the employee and Adult Designee have granted powers to one another

CHANGE IN EMPLOYEE PLUS ONE RELATIONSHIP

- 1) We agree to notify the University of Nebraska or, if applicable, the Employee’s Employer, as required by this section if there is any change in status of the Adult Designee or the Adult Designee’s dependent children as attested to in this affidavit (for example, death of the employee or Adult Designee, a change in joint residence, termination of the relationship, etc.). Such a change will likely make the Adult Designee and/or any of his/her dependent children ineligible for the University of Nebraska benefits programs.
- 2) We will notify the University of Nebraska or, if applicable, the Employee’s Employer, in writing within thirty-one (31) days of such change in status of the Adult Designee and/or of the Adult Designee’s dependent child(ren) by submitting a Termination of Employee Plus One Relationship & Termination of Tax-Qualified Dependent Status Form to the Campus Benefits Office. We understand that coverage under the University of Nebraska benefits program will be terminated on the last day of the month following the date of the Adult Designee’s or of the Adult Designee’s dependent child(ren)’s change in status.

ACKNOWLEDGEMENTS

- 1) We have read and understand the eligibility requirements, employee responsibilities, and tax information described in the Employee Plus One Benefits Eligibility and Taxation Summary.
- 2) We have been advised to consult with an attorney regarding the legal consequences of signing this declaration; for example, whether this document can be used by creditors to hold the Adult Designee or employee responsible for the debts of the other or whether the Adult Designee or employee may use this document as entitlement to division of property acquired during the relationship.
- 3) The Employer cost for providing Employee Plus One benefits and the employee’s payroll contributions will generally be taxable income to the employee unless the Adult Designee and any Adult Designee’s dependent children are qualified tax dependents of the employee. We understand this affidavit may have tax implications for which we should consult with a legal or tax advisor, if necessary. **We understand that information concerning tax issues in this or any other University of Nebraska or other Employer document is not intended to be legal or tax advice. It is not intended or written to be used and cannot be used by a taxpayer for the purpose of avoiding penalties under the Internal Revenue Code.**
- 4) We waive, release, and indemnify the University of Nebraska and, if applicable, the Employee’s Employer, from all claims and causes of action that may arise as a result of the benefits to the Adult Designee and/or any Adult Designee dependent children being provided.
- 5) We acknowledge that the University of Nebraska requests this affidavit in order to make a determination of our eligibility for Employee Plus One benefits. This information will be held confidentially, but will be disclosed as needed to arrange benefits with applicable third party administrators or as required by law or a court. The University of Nebraska may be required to make the records of this Employee Plus One relationship available to the public under the Freedom of Information Act.
- 6) We understand that the University of Nebraska and, if applicable, the Employee’s Employer, may change benefit coverage and eligibility at any time.
- 7) We understand that another Affidavit of Employee Plus One Relationship cannot be filed for at least 12 months from the date that a Termination of Employee Plus One Relationship & Termination of Tax-Qualified Dependent Status Form is filed with a Campus Benefits Office.

State of _____)
) ss
 County of _____)

The undersigned, being first duly sworn upon oath, swear or affirm that the information provided in all parts of this affidavit is true, accurate and complete. We understand that a false declaration of our Employee Plus One Relationship, material omission of information on this affidavit, or failure to timely inform the University of Nebraska or, if applicable, Employee’s Employer of the termination of our relationship is considered fraud and may result in disciplinary action of an employee up to and including termination of benefits and/or employment. We also agree that the University of Nebraska and, if applicable, the Employee’s Employer, may recover damages for all losses (including paid claims and premium costs) and reasonable attorneys’ fees incurred to recover such damages. Any such amounts may be deducted from compensation or other amounts owing the employee.

Employee Signature: _____ Date: ____/____/____

Adult Designee Signature: _____ Date: ____/____/____

Signed and sworn to before me, a Notary Public in and for the State of _____, on _____, 20____.

(Seal) _____
 (Notary Public)

My commission expires _____, 20____.