DEPENDENT VERIFICATION CENTER P.O. BOX 1415 LINCOLNSHIRE, IL 60069-1415

#### Return Service Requested

0000-1-1 HAES 1025277 11-18-2011 TEST, SALLY 5000 QUORUM RD SUITE 310 DALLAS, TX 75254 Affidavit of Domestic Partnership for the CenturyLink Health Care Plan, CenturyLink Retiree and Inactive Health Plan and the CenturyLink Group Life Insurance Plan (collectively the "Plan")



Our records show that you requested an Affidavit of Domestic Partner form. Please complete this form and return to us for verification.



This document contains the Affidavit required when adding a Domestic Partner to coverage under the CenturyLink Health Care Plan, CenturyLink Retiree and Inactive Health Plan and the CenturyLink Group Life Insurance Plan (collectively the "Plan").

In addition to completing the Affidavit, you will be required to verify the eligibility of Dependents in order for coverage to remain in effect under the Plan by providing verification documents that prove:

- 1. Your relationship with that Dependent
- 2. Your financial interdependence of that Dependent
- 3. That the Dependent resides with you (please refer to the following page for additional detail).

For further information, please refer to your Dependent Verification Notice or review the Dependent Verification Documents Required posted on the Plan Information page at <a href="https://www.centurylinkhealthandlife.com">www.centurylinkhealthandlife.com</a>.

#### **Important Note:**

- Legacy CenturyLink, Madison River & Embarq, Legacy Qwest Active Management Employees
   & Post-1990 Management Retirees are eligible to add Same or Opposite Sex Domestic
   Partners providing they meet the eligibility guidelines under the terms of the Plan.
- Legacy Qwest Active Occupational Employees, Post-1990 Occupational Retirees, Enhanced Retirement Offer in 1992 (ERO '92 Retirees) & Pre-1991 Retirees are eligible to add Same Sex Domestic Partners providing they meet the eligiblity guidelines under the terms of the Plan. (Please contact the CenturyLink Service Center for additional information for Opposite Sex Domestic Partners if you live or work in King County, WA)



### DOMESTIC PARTNER CERTIFICATION

January 1 – December 31

Plan Year

CenturyLink employees who elect benefits can extend coverage to their domestic partners. I understand that domestic partners are defined under the Benefits Plan as two people of the same or opposite sex in a spouse-like relationship who have met all of the following requirements for the last 12 months. I certify that my domestic partner and I meet the requirements for domestic partner eligibility under the CenturyLink Benefits Plan set forth below:



- We are each other's sole domestic partner and intend to remain so indefinitely;
- · We are not related by blood;
- · We are not legally married to any other person;
- We are at least 18 years of age and are mentally competent to consent to the domestic partnership; and
- Legacy CenturyLink, Madison River & Embarq, Legacy Qwest Active Management Employees
   & Post-1990 Management Retirees

Same or Opposite Sex Domestic Partners: We are financially interdependent and have resided together continuously for at least twelve months before the date next to my signature and intend to continue to reside together indefinitely.

 Legacy Qwest - Active Occupational Employees, Post-1990 Occupational Retirees, Enhanced Retirement Offer in 1992 (ERO '92 Retirees) & Pre-1991 Retirees

**Same Sex** Domestic Partners: We are financially interdependent and intend to continue to reside together indefinitely.

I understand that children of domestic partners also may be covered if they meet the criteria for an eligible dependent child under the terms of the Benefits Plan.

I acknowledge that value of the coverage provided to my domestic partner (and his or her child(ren)) under the Plan will be imputed to me as additional taxable income and will be subject to applicable federal, state and local income taxes and FICA. I understand that the value of coverage will not be imputed to me (or that the imputed amount may be less) if my domestic partner (and his or her child(ren)) are my dependents for federal tax purposes and I complete and return an Affidavit to the CenturyLink Dependent Verification Center.

I agree to immediately notify the CenturyLink Service Center at 1-800-729-7526 if any of the above eligibility requirements are no longer satisfied. In the event of a claim for life insurance or AD&D benefits, I or my heirs/beneficiaries, will be required to provide supporting documentation of the Domestic Partner relationship, in accordance with state regulations.

I understand that if I supply false information in this Certification, submit fraudulent benefit claims, or fail to notify CenturyLink of any termination of this domestic partnership, the Company may: 1) recover any benefits improperly paid, and 2) initiate disciplinary action which may include termination of my employment. I further understand that any person/employer/company who suffers any loss due to any false statement contained in the documents provided as part of this Certification, any fraudulent benefit claims, or the failure to notify the Company as described above, may bring a civil action against either or both of us to recover their losses, including reasonable attorneys' fees.



I understand that the filing of this Certification may have other legal and/or financial consequences, including the fact that it may be regarded as a factor leading a court to treat the relationship as the equivalent of marriage for purposes of establishing and dividing community property, assigning community debt, and for the payment of support.

I certify that any and all representations that we have made and information that we have provided as part of this Certification as evidence of this domestic partnership are true and accurate.

I agree to indemnify, jointly and severally, the Company and the Administrator of the Plan for any expenses or liabilities they incur as a result of any misrepresentations or inaccuracies, whether made knowingly or unknowingly, in this Certification.

Domestic Partner Information	n
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Employee Name (Printed)	Social Security No.	Date of Birth (mm/dd/yyyy)
Domestic Partner Name (Printed)	Social Security No.	Date of Birth (mm/dd/yyyy)
Employee Certification		
Employee Name (Printed)	Social Security No.	
 Employee Signature	 Date	

### **Sending This Affidavit**

Please <u>make a copy for your records</u> before sending the signed form to CenturyLink Dependent Verification Center.

Fax or mail all pages of this completed, original notice (not a copy) along with your other Dependent Verification required documentation to:

Fax: 1-877-965-9555 (Do not include a cover sheet. Only fax this form.)

Mail: CenturyLink Dependent Verification Center, 100 Half Day Road, P.O. Box 1401, Lincolnshire, IL 60069-1401

#### For More Information

Please visit the Dependent Verification Center Website at <a href="www.centurylinkhealthandlife.com">www.centurylinkhealthandlife.com</a> for more information. If you have questions, please call the Dependent Verification Center at **1-800-729-7526**. Service Center Representatives are available Monday - Friday, 7:30 a.m. - 5:30 p.m. Mountain Time.

\*Your dependent is eligible for coverage as a Same or Opposite Sex Domestic Partner if he or she meets all of the eligibility guidelines, you are covered under a contract that obliges CenturyLink to provide coverage for your Domestic Partner, and you have registered your Domestic Partnership in accordance with the laws of your state, county or municipality, as applicable.



For specific employee benefit plan information, refer to the respective Plan Documents, including the applicable Summary Plan Description and Summaries of Material Modifications, if any. If there is any conflict between the terms of the Plan Documents and this correspondence, the terms of the Plan Documents will govern. The Plan Administrator has the authority, discretion and the right to interpret and resolve any ambiguities in the Plan or any document relating to the Plan. Plan Administrator, may adopt, at any time, rules and procedures that it determines to be necessary or desirable with respect to the operation of the Plan. CenturyLink reserves the right to amend or terminate all of the Plans and the Benefits provided - with respect to all classes of Participants, retired or otherwise - and their beneficiaries, without prior notice to or consultation with any Participants and beneficiaries - subject to, applicable law, collective bargaining as applicable, the terms of the respective Plan Documents, and with respect to the Health Plan, the written agreement specific to Pre-1991 Retirees and ERO'92 Retirees.

#### Frequently Asked Questions about Domestic Partnerships

#### Q. What are the tax implications if I decide to cover my Domestic Partner for health benefits?

A. Under current federal law, CenturyLink is required by IRS regulations to impute income for your Domestic Partner's coverage.



# Q. Can I submit my Domestic Partner's or my Domestic Partner's children's medical expenses to the Health Care Flexible Spending Account?

A. If your Domestic Partner and/or Domestic Partner's children qualify as IRS Code Section 152 Dependents, you can submit their expenses to the Health Care Flexible Spending Account. Please check with your tax advisor to determine if they meet this definition.

## Q. Will coordination of benefits apply if my Domestic Partner is covered by his or her own insurance?

A. Yes. When your Domestic Partner has a health care claim, the plan considered primary for your Domestic Partner's coverage pays benefits first. Generally, the primary plan is the plan that covers the individual as an employee. The plan considered secondary then adjusts its benefits so that the total paid to providers is no greater than your incurred charges. Generally, the plan that covers the individual as a "dependent" pays on a secondary basis.

#### Q. How is imputed income calculated? And how do I find out how much it will be for me?

A. Each year the Company calculates the expected cost for each benefit plan option under the Health Care Plan (the "premium" for coverage), for each level of coverage. When you add coverage for your Domestic Partner and your partner's children, you will pay for the coverage on a before tax basis based on the coverage level. The cost of the coverage for the domestic partner is then imputed as taxable income based on the total cost of single coverage for that domestic partner. If you have a domestic partner and any domestic partner children, then it is single coverage times two (2).

#### Q. Can I cover my Domestic Partner's dependent children for health and life insurance?

A. Yes, as long as your Domestic Partner's dependent children meet the eligibility rules for dependent children as defined in the Summary Plan Description they may be eligible for coverage for health and life insurance benefits. When they no longer meet eligibility for coverage for health and life insurance benefits longer for eligible for coverage as defined by the Plan, it is your responsibility to remove the children from coverage; otherwise you will continue to be billed for premiums.

# Q. If I leave the company will COBRA benefits be available to my Domestic Partner and/or dependents?

A. Although COBRA benefits are not applicable to Domestic Partner coverage, the Company policy provides that COBRA-like coverage will be available to your Domestic Partner. The cost of this COBRA-like coverage for you and your covered dependents will be the applicable group rate plus a 2% administration fee. Please refer to the enclosed "Notice of Continued Health Care Coverage" for additional information regarding this coverage.



#### Q. What happens if my Domestic Partner no longer meets the eligibility requirements?

A. You must inform the CenturyLink Service Center within 60 days after your Domestic Partner no longer meets eligibility requirements.

#### Q. What if I leave the Company? Will I be able to convert by Domestic Partner's life insurance?

A. Yes. During the 31 days following the termination of your insurance, for any other reason other than voluntary cancellation of coverage or death, your Domestic Partner and your Domestic Partner's children may convert their insurance to individual policies. These conversions are not automatic; you must contact and apply directly to the life insurance company for coverage. There is no notice conversion mailed to remind you of this.

If you have questions, please call the Dependent Verification Center at 1-800-729-7526. Service Center Representatives are available from 7:30 a.m. to 5:30 p.m. Mountain Time, Monday through Friday.

#### We acknowledge that:

- Domestic Partner coverage is effective no earlier than the 1st of the month following the CenturyLink Dependent Verification Center receipt of the notarized affidavit.
- Have an obligation to inform the CenturyLink Service Center within 60 days after the death of
  my Domestic Partner or the date on which any of the criteria of a Domestic Partnership is no
  longer met, whichever event happens first. I will need to call the Service Center at 1
  800-729-7526 to notify CenturyLink of this status change.
- We understand that we are advised to consult an attorney regarding the possibility that filing
  this Affidavit of Domestic Partnership may have certain legal consequences, including the fact
  that, in the event our Domestic Partnership ends, it may be regarded as a factor leading a
  court to treat the relationship as the equivalent of marriage for the purpose of establishing or
  dividing community property or for ordering payment of support. We are also advised to
  consult a tax advisor regarding the possible tax consequences of obtaining this coverage
  under the Plan.
- I understand that I am responsible for reimbursing CenturyLink and/or its benefit plans for any expenses, including benefit payments, incurred as the result of any false or misleading statement contained in this Affidavit of Domestic Partnership or the failure to promptly notify CenturyLink of loss of eligibility of my Domestic Partner or Domestic Partner's dependents. I authorize CenturyLink to withhold such expenses from any compensation (including any employee benefit plan payments to the extent the plan permits) owed to me by CenturyLink. I also authorize CenturyLink to impute the value of the benefits as required by law to my income and to withhold the applicable taxes thereon as appropriate.
- My Domestic Partner and I have received a copy of the attached "Notice of Continued Health Care Coverage" and my Domestic Partner has acknowledged receipt by signing and dating the Acknowledgment of Receipt on the attached notice.
- I understand that under current federal law CenturyLink is required to impute taxable income
  to me with respect to Domestic Partner coverage and is required to withhold the applicable
  taxes on this benefit from my wages. I also understand that Domestic Partner coverage may
  result in other tax consequences, depending on my individual financial situation. I therefore
  agree to seek advice from my personal tax advisor as I deem appropriate.



## NOTICE OF CONTINUED HEALTH CARE COVERAGE FOR DOMESTIC PARTNERS AND THEIR DEPENDENTS

#### We affirm that:



This notice is directed to the employees of CenturyLink, Inc. and its subsidiaries ("CenturyLink") and to the domestic partners of those employees who have domestic partner coverage under the CenturyLink Health Care Plan and the CenturyLink Retiree and Inactive Health Plan (collectively the "Plan").

If the covered domestic partner of a CenturyLink employee, or the dependent children of a domestic partner who are covered by the Plan, should lose any coverage (i.e., medical, dental, or vision care) due to a "Qualifying Event" listed below, the Plan provides an opportunity to elect temporary continuation of such coverage on a self-pay basis at group rates. This coverage is called "continued coverage" or "continuation coverage" in this notice.\*

If you are the domestic partner of a CenturyLink employee, you have the right to elect continuation coverage for yourself and your covered dependent children if you or your dependent children lose Plan coverage because of any of the following Qualifying Events:

- 1. The death of the covered CenturyLink employee (or CenturyLink retiree).
- 2. The reduction of the CenturyLink employee's hours of employment or his or her termination of CenturyLink employment.
- 3. The termination of the domestic partnership with the CenturyLink employee.
- 4. Loss of dependent child status (e.g., child's age exceeds age limitation for coverage).

If you are an employee of CenturyLink whose domestic partner or domestic partner's dependent children lose Plan coverage because of any of the above Qualifying Events, you have the right to elect continuation coverage for your domestic partner and any dependent children of your domestic partner.

You, as the CenturyLink employee or domestic partner of such employee, have the obligation to directly inform the CenturyLink Service Center of the occurrence of any of the above Qualifying Events. Written notice to the CenturyLink Service Center must be made within 60 days after the date of the Qualifying Event (or the date the domestic partner or dependent children lose coverage because of the Qualifying Event, if later). If notice is not received or postmarked within 60 days, rights to continue coverage will terminate. Written notice should be provided in a letter, and should be sent to the following address:

CenturyLink Service Center P.O. Box 1401 Lincolnshire, IL 60069-1401



\*This continued coverage is similar, but not identical, to coverage provided under COBRA for the employee and other eligible participants, with respect to which the employee will receive other information. If you need help acting on behalf of an incompetent beneficiary, please contact the CenturyLink Service Center at 1 800-729-7526 for assistance. The written letter of notification should include the following information:

- Date
- Employer's Name
- · Employee's Name and Social Security Number
- · Partner/Dependent Name and Social Security Number
- · Relationship to Employee/Retiree
- · Partner/Dependent Date of Birth
- Partner/Dependent Sex
- Partner/Dependent's Telephone Number
- Partner/Dependent's Mailing Address
- Type of Qualifying Event
- Date of Qualifying Event

Upon timely receipt of your notification, the CenturyLink Service Center will send written election forms and information to the CenturyLink employee or domestic partner. You will have 60 days from the date of loss of coverage or the date you receive the election forms, whichever is later, to elect continuation coverage. You will have 45 days from the date of the initial election to make your first premium payment and any other premium payments that are due for periods of coverage that end before 45 days from the date of that election. Subsequent premiums must be paid in full within 31 days of each premium due date. Billing notification will be sent each premium payment period identifying the premium amount and payment due date along with a return envelope.

### Maximum Duration of Continuation Coverage

If elected, and premiums are paid timely, continuation coverage may be maintained for up to 36 months from the date of the Qualifying Event, unless coverage was lost because of a termination of employment or reduction of hours. In that event, continued coverage is available for only 18 months. An individual for whom continuation coverage is elected (the "Qualifying Beneficiary") who is determined under Title II or XVI of the Social Security Act to have been disabled at the time of the covered employee's termination of employment or reduction in hours may continue coverage for an additional 11 months (29 months total). The Qualified beneficiary must provide the written determination of disability from the Social Security Administration to the CenturyLink Service Center within 60 days of the date of determination of disability by the Social Security Administration and prior to the end of the initial 18 month continuation coverage period. CenturyLink will charge up to 150% of the group rate during the 11 months disability extension.

If Plan coverage is lost due to other Qualifying Events that occur during an 18 month continuation coverage period, additional elections may be made, but continuation coverage will not extend beyond 36 months from the initial Qualifying Event.



Early Termination of Continuation Coverage: Continuation coverage will terminate sooner than the

- 1. CenturyLink no longer provides health coverage for any employees or retirees.
- 2. Your premiums are not timely paid.
- 3. You first become, after the date of election, covered under any other group health plan that does not contain a pre-existing condition exclusion or limitation that would apply to the Qualified Beneficiary.
- 4. You become entitled to Medicare (if you have single-plus-two-or-more coverage, it will continue up to a maximum of 36 months following the date you become entitled to Medicare).



You will not have to show that you are insurable to elect continuation coverage. However, you will have to pay the group rate premium plus an administrative fee as established from time to time. At the end of the 18, 29, or 36 month maximum continuation coverage period, you will be allowed to enroll in an individual conversion health plan if one is available under the terms of the Health Plan. If an individual conversion plan is available and you wish to enroll, make sure you follow the provisions outlined in your Summary Plan Description and Summary of Material Modifications to ensure eligibility.

If you have questions, please call the Dependent Verification Center at 1-800-729-7526. Service Center Representatives are available from 7:30 a.m. to 5:30 p.m. Mountain Time, Monday through Friday. **Please keep a copy of this notice for your records.** 

NOTE: CenturyLink retains the right to amend or terminate the coverage described in this notice at any time with respect to any class of participants, with or without advance notification.

ACKNOWLEDGEMENT: The undersigned domestic partner hereby acknowledges that he or she has received the foregoing notice and understands the rights described therein.

Signature of Domestic Partner	Date
Printed Name of Domestic Partner	
Signature of Employee	Date
Name of Employee	
Social Security Number of Employee	



# Medical Coverage for Dependent Children of a Domestic Partner

I certify my Domestic Partner has a dependent child(ren) meeting the eligibility requirements\* for coverage under the CenturyLink Health Care Plan. I understand the Company may request verification of the eligibility of my Domestic Partner's dependent child(ren) and to review copies of legal documents establishing this relationship.

Name	Birth Date	
SSN	-	
Employee's Signature	Date	
Employee Name		
Employee SSN		
Domestic Partner Name (Please print	t)	
•	mined using the same criteria as for C tion and any applicable Summary of M	
Name Date of B	Birth Relationship Employee Initial	Comments



**Dependents**