



SUMMARY PLAN DESCRIPTION

EMPLOYEE ASSISTANCE PROGRAM (EAP)

Employee Assistance Program Benefit Program Summary Plan Description Effective as of January 1, 2021

The Employee Assistance Program (“EAP”) can help you and your immediate family deal with personal challenges that might impact your health, well-being or work performance. Aetna Resources for Living (“Aetna”) is the EAP provider and the Claims Administrator and Claims Fiduciary for the EAP. Aetna has discretionary authority to make final determinations regarding claims for benefits under the EAP.

About the Summary Plan Description:

The Program is a part of the Occidental Petroleum Corporation Welfare Plan (the “Plan”).* The full Summary Plan Description consists of a [wrap-around summary plan description document \(“Wrap-SPD”\)](#) and the Benefit Program Summary Plan Descriptions (“Benefit Program SPDs”) for each benefit program under the Plan.

This document that you are reading is the Benefit Program SPD for the Program. This Benefit Program SPD must be read together with the Wrap-SPD because both documents contain terms and provisions that are applicable to the Program. For additional information regarding the interaction of this Benefit Program SPD (including the Certificate) with the Wrap-SPD, please consult Article II “Interpretation” of the Wrap-SPD.

To view the Wrap-SPD click [here](#). Alternatively, to request a hardcopy or an electronic copy please contact the OxyLink Employee Service Center (OxyLink) by [email](#) or call 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US) and an OxyLink representative will be happy to assist you.

* The Program is provided under the “General Health & Welfare Component” of the Plan. Other benefits unrelated to the Program are provided under a separate component of the Plan. For purposes of this Benefit Program SPD, references to the “Plan” will mean the General Health & Welfare Component unless otherwise specified or appropriate in context.

Eligibility

All regular full-time and part-time Employees and their Spouses or Domestic Partners and Dependent Children are eligible to participate in the EAP as of the Employee's date of hire with Occidental Petroleum Corporation or one of its affiliated companies (i.e., referred to as an "Employer in the Wrap-SPD). However, no individual who meets any one of the following may be an eligible Employee with respect to the EAP:

- an Employee who is included in a unit of Employees that is covered by an agreement which the Secretary of the federal Department of Labor finds to be a collective bargaining agreement between Employee representatives and the Employer, if the Plan or the EAP in particular was the subject of good faith bargaining, unless (1) such agreement provides for coverage of such Employees in the Plan or the EAP in particular or (2) the Employer has notified the Employees Representatives that its members are eligible to participate in the EAP; or
- an Employee who is employed by a division or operating unit of the Employer for which the Plan or the EAP in particular has not been adopted; or
- an individual who is not the Employee of an Employer.

An individual may not be eligible for coverage under the EAP as the Dependent of more than one Employee or as both a Dependent and an Employee. Only one of two married Employees, or one of two Employee members of a Domestic Partnership, may cover Children as eligible Dependents under the EAP. Please see the Wrap-SPD and its Appendix G for more information on eligibility.

Participation

Eligible Employees and their Spouses or Domestic Partners and Dependent Children are automatically enrolled as "Participants" in the EAP upon meeting the requirements for eligibility to participate.

EAP Services Available

The EAP provides assessment, treatment, referral, and crisis intervention services by Participating Providers with respect to the following types of matters, subject to the Exclusions and Limitations Section:

- | | |
|----------------------------------|-----------------------------|
| - Stress management | - Work conflicts |
| - Relationship/parenting matters | - Coping with change |
| - Financial matters | - Crisis intervention |
| - Child and elder care issues | - Addiction/substance abuse |

During the initial assessment of a matter, a Participating Provider will assist Participants with determining their needs. Participating Providers can address Participants' questions, help Participants find relevant resources and tools, and refer Participants to other trained professionals when deemed necessary or appropriate.

Each Participant (i.e., the Eligible Employee and each eligible Dependent) is entitled to up to 8 free consultations with a Participating Provider, per covered matter, per Plan Year (i.e., a calendar year).

No Cost to Participants

There is no cost for participating in the EAP or using its services.

Access to Services

A Participant may access Covered Services 24 hours per day, 7 days per week, by calling the applicable one of the following telephone numbers:

U.S. Employees: 1-8888-Aetna-EAP (1-888-238-6232)

Non-U.S. Employees:

| Country | In-Country Toll-Free Access | Universal Reverse Charge Access |
|----------------------|------------------------------------|--|
| Belgium | 0800 819 05 | +32 2 700 6351 |
| Bolivia | 800 100 144 | +351 2 1454 2186 |
| Brazil | 0 800 591 8055 | +55 11350 07922 |
| Chile | 800 914 352 | +54 11 5219 8862 |
| Hong Kong | 800 905 405 | +852 3002 4445 |
| Japan | 0 800 322 1990 | +81 36866 2815 |
| Libya | n/a | +351 2 1454 2186 |
| Mexico | 800 681 1529 | +52 55 8526 |
| Netherlands | 0 800 022 2285 | +31 20 703 8360 |
| Oman | 800 7 4533 | +44 12 8722 1871 |
| Singapore | 800 130 1950 | +65 6692 0848 |
| United Arab Emirates | 800 0357 04 696 | +44 12 8722 1871 |

In-person counseling may be available at Participating Providers' offices. Tele-video and web-based chat counseling may be also available.

Except to the extent required or permitted by HIPAA or other applicable law, a Participant's use of EAP services is confidential and is not shared with Occidental Petroleum Corporation or any of its affiliates (defined as the "Plan Sponsor" or any "Employer" in the Wrap-SPD).

The EAP's website, at <https://www.resourcesforliving.com/> (username: myoxyeap; password: eap), also offers articles, resources and tools to assist with Covered Services. If you have questions about EAP, please contact OxyLink. OxyLink's telephone numbers are 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US). OxyLink's email is oxylink@oxy.com.

Exclusions and Limitations

No benefits will be provided under the EAP for the following:

- Physician services, including services from a psychiatrist;
- Hospital services (inpatient and outpatient services);
- Diagnostic laboratory and diagnostic and therapeutic radiological services;
- Home health services;
- Emergency health care services;
- Drugs and medications;
- Investment advice or loan financing;
- Legal advice and/or legal representation;
- Review of real estate or trust documents;
- Services that constitute significant benefits in the nature of medical care or treatment;
- Services related to any legal matter with respect to which the Plan Sponsor (or another Employer or affiliate), the Plan, the EAP, the Plan Administrator, another Employee or the Dependent of an Employee is a named party; and
- Services that are not provided by a Participating Provider.

In addition, the EAP shall provide no Covered Services in the following situations:

- The individual's condition is high-risk or requires urgent care, including, but not limited to, presenting a risk of harm to himself or others or involving advanced-stage alcohol or drug usage (in which case, such individuals will be directed to call 9-1-1 or to otherwise seek care outside the EAP); or
- the individual has already received a diagnosis, or the individual is already receiving care or treatment, for a condition with respect to which the EAP might otherwise provide short-term solution-focused counseling.

Finally, AETNA, the EAP, the Plan Sponsor, the Plan Administrator, the Employer, and any employee or representative of any of the foregoing will not provide legal or tax advice to, or legal representation of, any person or entity under, or related to, the Plan or the EAP. If there are any communications relating to legal or tax topics, such communications should be considered as only general information on the topic and not as advice upon which one should rely in taking or not taking any action. If advice is required regarding a legal or tax matter, participants should seek advice from a qualified professional.

Additional Information

1. Definitions

Capitalized terms used, but not otherwise defined, in this Benefit Program SPD will have the same meanings as provided for those terms in the wrap-around Plan document ("**Wrap-Plan**") or the wrap-around summary plan description document of the General Health & Welfare Component of the Plan ("**Wrap-SPD**") as applicable.

- (a) "Covered Services" means services that are provided under the EAP, as described in the "EAP Services" and "Exclusions and Limitations" Section of this Benefit Program SPD.

- (b) “Health Component” means the portion of the EAP that constitutes a group health plan for purposes of ERISA, the Code, HIPAA and the Affordable Care Act.
- (c) “Participating Provider” means a trained counselor, licensed clinician or other professional that has contracted with AETNA (or its affiliate) to provide Covered Services to Participants under the EAP.

2. Status of the EAP

The Plan Sponsor intends that the EAP not provide any services that constitute significant benefits in the nature of medical care or treatment. The Health Component of the EAP is intended to meet the requirements of (i) IRS Notice 2004-50, Q/A-10 (with respect to whether EAP coverage would disqualify an individual from participating in a health savings account under Section 223 of the Code) and (ii) the final regulations issued by the U.S. Departments of Labor, Treasury, and Health and Human Services at 79 FR 59130 (Oct. 1, 2014) (with respect to whether the Health Component of the EAP constitutes an “excepted benefit” for purposes of Title XXVII of the Public Health Services Act, Part 7 of ERISA, and Chapter 100 of the Code), and any subsequent authoritative guidance. The EAP will be administered and construed accordingly.

The EAP is provided under the “General Health & Welfare Component” of the Plan. Other benefits unrelated to the General Health & Welfare Component are provided under a separate component of the Plan. For purposes of this Benefit Program SPD, references to the “Plan” will mean the General Health & Welfare Component unless otherwise specified herein or appropriate in context.

3. Certain Employment-Related Services Excluded

Certain services may be provided through Aetna to employees of an Employer (or an affiliate) at the direction of the Employer or such affiliate pursuant to an employment policy, program or directive of the Employer or such affiliate other than the Plan, including, but not limited to, counseling related to workplace disciplinary actions. Such services are not part of the EAP Benefit Program and do not constitute benefits offered under Plan.

This Benefit Program Summary Plan Description (“**Benefit Program SPD**”) applies only to the “employee welfare benefit plan” (as defined by ERISA) services that are part of the EAP Benefit Program and the Plan.

4. Benefit Claims and Appeals

A Participant’s request for EAP services, submitted by the Participant, or by the Participant’s authorized representative on his behalf, in accordance with AETNA’ applicable procedures, will constitute a claim for benefits under the EAP and ERISA. Casual or general inquiries regarding eligibility or coverage under the EAP do not constitute benefit claims under the EAP or ERISA. Benefits claims under the EAP will be administered in accordance with **ARTICLE VI CLAIMS PROCEDURES** of the Wrap-SPD.

In the event that AETNA, as Claims Administrator, denies a Participant’s claim for benefits, the Participant is entitled to appeal the claim denial to the Claims Fiduciary in writing as provided in **ARTICLE VI CLAIMS PROCEDURES** of the Wrap-SPD. Any such appeal must be submitted to the Claims Fiduciary using the contact information set out in Appendix C of the Wrap-SPD.

5. Cost

Benefits are provided under the EAP based on fees paid to AETNA by the Employer from its general assets. No benefits under the EAP are provided pursuant to a contract of insurance or a trust account. No Participant premiums or contributions toward the cost of EAP coverage are required. Benefits under the Health Component of the EAP are provided to Participants on a first-dollar basis, *i.e.*, without any requirement for Participant copayments or other cost-sharing.

6. No Coordination with Other Group Health Benefits

Participation in the Health Component of the EAP is not contingent upon a Participant's enrollment in a medical or other group health option under the Plan. To the extent that a Participant is also enrolled in another group health option under the Plan: (a) the Participant is not required to exhaust his benefits under the Health Component of the EAP before being eligible for benefits under the other group health option, and (b) benefits between the Health Component of the EAP and the other group health option are not coordinated.

7. Termination of Coverage

A Participant will cease to be a Participant on the earliest of (a) the effective date on which the EAP is terminated, (b) the effective date on which the Participant's status as an eligible Employee, Spouse, Domestic Partner or Dependent Child terminates, for whatever reason, or (c) with respect to a Participant who is a Spouse or Domestic Partner or a Dependent Child, the effective date on which the Employee's EAP coverage terminates. However, continuation of coverage under COBRA may be available pursuant to **ARTICLE XI COBRA CONTINUATION COVERAGE** of the Wrap-SPD.

The EAP may be amended (including to eliminate or reduce any services or benefits provided by the EAP) or terminated at any time, as provided in **ARTICLE IX AMENDMENT OR TERMINATION** of the Wrap-SPD.



The full Summary Plan Description includes this Benefit Program SPD and the wrap-around summary plan description ("Wrap SPD). The Wrap-SPD may be accessed [here](#). Alternatively, to request a hardcopy or an electronic copy please contact the OxyLink Employee Service Center (OxyLink) by [email](#) or call 1-800-699-6903 (inside US) and 1-918-610-1990 (outside US).