



**ONEOK, Inc.**  
**Employee Assistance Program**  
**(Component Benefit of the ONEOK, Inc. Welfare Benefits Wraparound Plan)**

**Effective January 1, 2025**

## Contents

Introduction .....	3
Benefits .....	3
Confidentiality .....	5
Eligibility.....	5
Employee Eligibility .....	5
Dependent Eligibility .....	5
Plan Administration .....	5
Claims and Appeals.....	6
Amendment or Termination of the Plan .....	6
No Contract of Employment.....	6
Alienation .....	6
Plan Documents and Information .....	6
HIPAA Notice of Privacy Practices.....	6
Controlling Documents.....	7
Qualified Medical Child Support Orders .....	7
COBRA CONTINUATION COVERAGE .....	7
CLAIM AND APPEAL PROCEDURES.....	7
Claims .....	7
Appeals.....	8
Legal Action.....	9

## Introduction

ONEOK, Inc. (the “Employer”) maintains these Employee Assistance Program (EAP) Benefits (“the Plan”) for the exclusive benefit of its eligible employees, and employees of any affiliates or subsidiaries that have been recognized by the Employer as eligible to participate in the Plan, and their eligible dependents, as a Component Benefit in the ONEOK, Inc. Welfare Benefits Wraparound Plan (the “Wrap Plan”). You will find information about the Plan in this summary (the “EAP Summary”) including eligibility, Plan benefits, the funding of Plan benefits, and the claims and appeals procedures with respect to Plan benefits. All capitalized terms used, but not defined, in this EAP Summary have the meaning set forth in the Wrap Plan.

The Plan is administered by Lyra Health, Inc. and Lyra Clinical Associates P.C. (collectively “Lyra”), pursuant to an agreement between Lyra and the Employer. This Plan is intended to and shall be interpreted and administered so as to be (1) an “employee assistance program” (or “EAP”) that does not provide for “significant benefits in the nature of medical care or treatment,” and that meets that other requirements as set forth at 29 CFR §2590.732(c)(3)(vi) (identical provisions at 45 CFR §146.145(c)(3)(vi); 26 CFR §54.9831-1(c)(3)(vi)) so as to constitute excepted benefits pursuant to such guidance; and (2) an EAP that does not provide for “significant benefits in the nature or medical care or treatment” and that therefore is not a “health plan” for purposes of Code Section 223(c)(1) in accordance with Internal Revenue Service Notice 2004-50.

## Benefits

Lyra and your Employer have created a confidential program designed to help you and your benefits eligible dependents connect with effective and convenient care for your mental, behavioral and emotional well-being.

Lyra can help address:

- Stress and anxiety
- Burnout
- Sleep disorders
- Family conflicts
- Grief and loss
- Marriage or relationship issues
- Alcohol and substance misuse
- Disordered eating
- Traumatic memories
- Other mental health concerns

Lyra provides you with access to its web-based platform to search for and, where applicable, schedule an appointment for services to support your mental, behavioral, and emotional health. Through Lyra’s online platform, or by contacting a Lyra Representative at the number below, you may receive suggestions for licensed behavioral health care professionals (“Provider”), professionals trained in Lyra’s Coaching Program (“Coach”) and/or other programs available through Lyra’s partners, including Lyra Clinical Associates P.C. (“LCA”), a professional medical corporation. In cases where the requested Provider or Coach has a calendar integrated with Lyra’s online platform, you may also be able to book an appointment through the online platform. Note that in order to receive benefits under this Plan you must use a Provider or Coach that is within the Lyra network of providers and coaches.

Lyra, along with LCA, provides short-term, outpatient behavioral health services with LCA's group of top Providers and Coaches in your area up to **six (6)** sessions. Behavioral health services under the Plan can be delivered through in-person sessions, video sessions, and/or by phone, and include assessment of psychological disorders, individual psychotherapy, marital and couples counseling, family therapy, group therapy, support through Lyra's Coaching Program and/or other services as appropriate, or other clinical programs offered by LCA. Lyra's Coaching Program provides up to six (6) one-to-one, personalized support sessions via live video or phone with a Coach, or as applicable, additional follow-up sessions ("Coaching Sessions") and is available to individuals who do not have complex or clinical issues, such as anxiety, depression, or trauma. The Coaching Sessions shall be counted against the **six (6) sessions** available to a user annually. Self-care applications are also available through partners to support emotional or behavioral health needs through a mobile app or website.

The Plan does not provide outpatient behavioral health services or Coaching Sessions beyond six (6) sessions. Any outpatient behavioral health services or Coaching Sessions beyond six (6) sessions are subject to the terms of the ONEOK, Inc. Health Plan, including any applicable deductibles and coinsurance.

Behavioral health services under the Plan are only available through Lyra's group of Providers and Coaches. Lyra combines technology, research backed therapeutic methods and top therapists and coaches to offer personalized care to you. Lyra can help with stress anxiety, depression, relationship issues, sleep disorders, and other common behavioral health needs.

Sessions shall be counted for every session you have with a Provider or Coach. To the extent that you do not show up to an appointment with your Provider or Coach, or you cancel your appointment with less than 24-hours' notice to the Provider or Coach, you may be charged a fee according to the Provider's or Coach's late-cancellation/no show policy.

Lyra does not guarantee successful clinical outcomes for users based on its suggestions for Clinical Services, Coaching Program Services or any other services.

Lyra also offers work-life services, including financial counseling, legal consultations, identity theft protection, child, elder and pet care referrals, and other work/life services through contracted specialty firms or other local resources as appropriate.

You can access Plan benefits by going to the Lyra online portal [oneok.lyrahealth.com](https://oneok.lyrahealth.com) or by contacting the Lyra care team at 877-849-1348. You must register with Lyra first (by phone or online) before you can access the benefits of the Plan.

This Plan does not cover (and Lyra does not provide) inpatient, residential treatment, partial hospitalization, intensive outpatient treatment, long term care or counseling, prescription medication, psychiatric services, disability assessments, autism spectrum disorder care, services for remedial education, non-evidence-based behavioral health care, or emergency care. To the extent the terms of the ONEOK, Inc. Health Plan cover any benefits not covered by this Plan, those benefits will be subject to the terms of the ONEOK, Inc. Health Plan, including any applicable deductibles and coinsurance. This Plan does not cover (and Lyra does not provide) any benefits that are not clinically indicated.

## Confidentiality

Your therapist and Lyra take your privacy and confidentiality very seriously. Lyra and LCA comply with Federal and California laws regarding confidentiality of client information. Lyra's Privacy Policy and LCA's [Notice of Privacy Practices](#) details how they use any information they collect, including for treatment, coordination of care, payment and other business operations. They will minimize the amount of information they share without your express consent, however they want to bring your attention to certain circumstances in which they may disclose details of your care:

- Your therapist may share information about your assessment and treatment in an anonymized way with the clinical team at Lyra in order to improve your experience and guarantee that they are providing you with the most effective care possible. You may let them know that you do not want your information shared in this way by speaking with your provider.
- If there is suspected elder, dependent adult, or child abuse or neglect.
- If, in your therapist's judgment, you are in danger of harming yourself or another person, or are unable to care for yourself.
- If you communicate to your therapist a serious threat of physical violence against another person; in these circumstances, your therapist is required by law to inform both potential victims and legal authorities.
- If your therapist is ordered by a court to release information as part of a legal proceeding.
- As otherwise required by law and/or detailed in our [Notice of Privacy Practices](#).

## Eligibility

### Employee Eligibility

The following employees are eligible to participate in this Plan: all active, Full-time, salaried and Eligible Hourly employees of the Company. "Full-time" means regularly scheduled to work forty (40) hours or more per week. "Eligible Hourly" means regularly scheduled to work more than twenty (20) hours per week.

### Dependent Eligibility

The Plan also covers the benefits eligible dependents. "Dependents" refers to:

- Your legal spouse or domestic partner;
- Your, your spouse's, or your domestic partner's children under the age of 26 (including step, adopted and foster children);
- A person who has been classified as a disabled person under the Wrap Plan;
- A child to whom you are related, for whom you or your spouse or your domestic partner is a court appointed guardian, who is under the age of 19 or up to age 24 if a fulltime student, and who is your dependent for federal income tax purposes; and
- A child for whom you have a Qualified Medical Child Support Order.

Coverage will terminate on the last day of the month in which your employment ends or you no longer meet the eligibility requirements. Coverage for your spouse and dependents stops when your coverage stops, or on the last day of the month in which they are no longer eligible under the requirements listed above. However, you and your eligible dependents may be entitled to COBRA continuation coverage, as explained later in this EAP Summary.

## Plan Administration

The Benefit Plan Administration Committee (“BPAC” or “Plan Administrator”) has the full power to administer the Plan, in accordance with its terms, for the exclusive benefit of eligible employees and their eligible dependents. For this purpose, the Plan Administrator’s powers include, but are not limited to, the following: (a) to make and enforce any rules it deems necessary or proper for the efficient administration of the Plan, (b) to interpret the Plan (any such interpretation, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); (c) to decide all questions concerning the Plan and the eligibility of any person to participate in the Plan or receive benefits under the Plan (any such decision, made in good faith, shall be final and conclusive on all persons claiming benefits under the Plan); and (d) to delegate its powers or responsibilities under the Plan to other designated entities or individuals. In exercising any of these powers the Plan Administrator shall have the maximum discretion allowed by law.

The Plan Administrator has delegated to Lyra its full power to interpret the Plan and to decide all questions of eligibility for and benefits under the Plan.

## Claims and Appeals

Lyra is responsible for evaluating all requests for Plan services. If your request for Plan services benefit is denied, you may appeal to Lyra for a review of the denied claim and Lyra will decide your appeal in accordance with its reasonable procedures, as required by ERISA. The Plan’s claims and appeals procedures are set forth at the end of this EAP Summary.

## Amendment or Termination of the Plan

The Employer has the right to amend or terminate the Plan at any time. After the Employer has terminated the Plan, no Employee (or their dependents) shall have any vested right, contractual or otherwise, to any further contributions to or benefits from the Plan.

## No Contract of Employment

The Plan is not intended to, and does not, either directly or indirectly constitute any form of employment contract or other employment arrangement between you and Employer.

## Alienation

Benefits under this Plan are not subject to alienation, assignment, garnishment, attachment, execution or levy of any kind. You cannot assign your right to benefits under this Plan, or to pursue legal action to obtain those benefits.

## Plan Documents and Information

You may obtain further information about the Plan by contacting the Plan Administrator. The Employer will make the Plan available for inspection at its offices at no cost upon reasonable notice. Upon reasonable notice and written request a copy of this Plan may be obtained from the Plan Administrator. The Plan Administrator may make a reasonable charge for copies

## HIPAA Notice of Privacy Practices

The Employer has (or will) provide you with a Notice of Privacy Practices, which describes the practices the Plan will follow with regard to your personal health information that is protected by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). If you would like to receive another copy of the Notice, please contact the Plan Administrator.

## Controlling Documents

Plan benefits are provided under a contract between the Employer and Lyra. If the terms of this EAP Summary conflict with the terms of the contract, the terms of the contract will control.

## Qualified Medical Child Support Orders

The procedures governing QMCSOs are available from the Plan Administrator upon written request.

## COBRA CONTINUATION COVERAGE

If an individual participating in the Plan experiences a termination of employment or reduction in hours that causes them to no longer be eligible for coverage under the Plan, they must elect continuation coverage under COBRA in order to remain eligible to receive a benefit under the Plan (see *Continuation Coverage Rights* in the Wrap Plan).

## CLAIM AND APPEAL PROCEDURES

### Claims

A “Claim” is a written request for a benefit under this Plan. In most cases, your Lyra Provider or Coach will file a claim directly with Lyra Health and therefore benefits will be provided and paid without the need for you to file a Claim. However, if you believe that you were not provided benefits to which you are entitled under the Plan, you must file a Claim to get those benefits.

To submit a Claim, you may complete an online form available at [www.lyrahealth.com/feedback](http://www.lyrahealth.com/feedback) or send your Claim in writing to [care@lyrahealth.com](mailto:care@lyrahealth.com) with the following information: your name, phone number, date of birth, employer through whom you receive this benefit, a description of benefit you are requesting under the Plan, and any relevant facts or documents to your request. You may also submit your claim by U.S. mail to Lyra Health, Inc., 287 Lorton Avenue, Burlingame, CA 94010. Your claim must be received no later than one year after the date on which the applicable event occurred. If you fail to follow these procedures, the Claim will be treated as if it had not been filed. Lyra has no obligation to notify the claimant of such failures.

If your Claim is approved, Lyra will provide written or electronic notice of such approval. If your Claim is denied (in whole or in part), Lyra will provide you with written or electronic notice of such denial. The notice of Claim denial will include:

- The specific reason that the Claim was denied;
- A reference to the specific provisions of the Plan on which the denial was based;
- A description of any additional material or information necessary to perfect the Claim and an explanation of why this material or information is necessary;
- A description of the appeal procedures and the time limits that apply to such procedures, including a statement of your right to bring a civil action under ERISA § 502(a) if the Claim is denied on appeal;
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding the Claim, either (A) the specific rule, guideline, protocol, or other similar criterion, or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the decision and that a copy of such rule, guideline, protocol, or other criterion will

- be provided free of charge to you upon request; and
- If the denial is due to the fact that the services requested were not clinically indicated, either (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (B) a statement that such explanation will be provided free of charge upon request.

Lyra will render a Claim decision no more than 30 days after its receipt of the Claim, unless Lyra requires a 15-day extension of time to review the Claim. If Lyra requires an extension, it will provide you with written or electronic notice of the extension before the initial 30-day period ends. The notice of the extension will include:

- An explanation of the circumstances requiring the extension, which circumstances must be matters beyond the control of Lyra;
- The date by which Lyra expects to render a decision;
- The standard on which your entitlement to a benefit is based; and
- The unresolved issues (if any) that prevent a decision on the Claim, and the information needed to resolve those issues. In the event such information is needed, you will have at least 45 days in which to provide the specified information. In addition, Lyra's time for deciding the Claim will be tolled from the date on which the notice of extension is sent to you until the date on which you respond to the request for additional information.

IF YOU DO NOT AGREE WITH THE DENIAL, YOU SHOULD APPEAL WITHIN 180 DAYS. IF YOU FAIL TO DO SO, THE DENIAL BECOMES FINAL AND CANNOT BE APPEALED. THE APPEAL PROCEDURES ARE BELOW.

## **Appeals**

An "Appeal" is a written request for review of a denied Claim under this Plan. If a Claim is denied (in whole or in part), you may appeal the denial by providing an Appeal within 180 days after you receive the notice of Claim denial. The Appeal should be sent to: [care@lyrahealth.com](mailto:care@lyrahealth.com), along with the details relevant to your Appeal. When you submit an Appeal, you may also submit written comments, documents, records, and other information relating to the Appeal. Upon request, you are entitled to review and receive, free of charge, copies of all documents, records, and other information relevant to the initial Claim (whether a document is relevant will be determined pursuant to 29 C.F.R. § 2560.503-1(m)(8)).

In deciding the Appeal:

- No deference will be given to the decision denying the initial Claim.
- The Appeal will be decided by an individual who did not decide the initial Claim and who is not a subordinate of anyone who decided the initial Claim.
- The individual deciding the Appeal will review and consider all information you submitted, without regard to whether the information was submitted or considered in conjunction with the initial Claim.
- If the Appeal is based, in whole or in part, on a clinical judgment, the individual deciding the Appeal will consult with a health care professional who has appropriate training and experience in the relevant field—the health care professional will not be an individual who participated in the denial of the initial Claim and will not be the subordinate of any such individual.
- If Lyra obtained advice from any clinical experts in conjunction with the initial Claim, the experts will be identified to you, whether or not Lyra relied on the advice obtained.



- If Lyra obtains new or additional evidence that it intends to consider or rely upon in deciding the Appeal, Lyra will provide the new information or evidence to you as soon as possible and will give you a reasonable opportunity to respond.

If your Appeal is approved, Lyra will provide written or electronic notice of such approval. If your Appeal is denied (in whole or in part), Lyra will provide you with written or electronic notice of such denial. The notice of Appeal denial will include:

- The specific reason or reasons for the Appeal decision;
- Reference to the specific provisions of the Plan on which the Appeal decision is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claim and Appeal (whether a document, record, or other information is relevant to a Claim or Appeal will be determined by reference to 29 C.F.R. § 2560.503-1(m)(8));
- If an internal rule, guideline, protocol, or other similar criterion was relied upon in deciding the Appeal, either (A) the specific rule, guideline, protocol, or other similar criterion, or (B) a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the decision and that a copy of such rule, guideline, protocol, or other criterion will be provided to you free of charge upon request;
- If the denial is due to the fact that the services requested were not clinically indicated, either (A) an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or (B) a statement that such explanation will be provided free of charge upon request;
- A statement of your right to bring an action under ERISA § 502(a); and
- The following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office.”

Lyra will render an Appeal decision no more than 60 days after its receipt of the notice of Appeal.

### **Legal Action**

You must exhaust your administrative remedies under these procedures prior to bringing any legal action with respect to a Claim or Appeal.