NOTICE OF PRIVACY PRACTICES

Last Modified: July 7, 2026

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

We respect the privacy of our members ("**consumer**," "**individual**," "**patient,**" "**user,**" or "**you**").

This Notice of Privacy Practices ("**NPP**" or "**Notice**") describes how your medical information, referred herein as protected health information ("**PHI**") may be used and disclosed, our obligations to protect your PHI, your privacy rights in accessing such information, and how you may contact us.

We understand that your PHI is very sensitive. The Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") protects the PHI we obtain and create in providing care and services to you. Your PHI may include the medical information we receive from you or your providers such as your symptoms, test results, diagnoses, treatment, health notes, and billing and payment information relating to these services.

In general, we will only use or disclose your PHI as described in this Notice in relation to your healthcare treatments, payments, and/or our operations, or as required by law - in these cases we do not need your authorization. If we believe any additional use or disclosure of your PHI is necessary that goes beyond these use cases, we will not use or disclose your PHI without your authorization.

HOW WE MAY USE AND DISCLOSE YOUR PHI

Under HIPAA, we may use or disclose your PHI under certain circumstances without your permission. The following categories describe the different ways we may use and disclose your PHI. For each category, we will explain what we mean and give some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose health information will fall within one of the categories.

We may use and disclose your PHI in the following ways, but are not limited to:

1. **For Treatment:** We may use or disclose your PHI to provide you with medical treatment or services. For example, Personal Information obtained by a nurse, physician, or other member of our health care team may be recorded in your medical record and used by members of our health care team to help decide what care may be right for you. We may also provide or exchange information with other health care providers outside our practice who are providing you care or for a referral. This will help them stay informed about your care.

2. **For Payment:** We may use and disclose your PHI so that treatment and services you receive at our clinics or with our associated providers may be billed to you and payment collected from you, your insurance company, or other third party. For example, health plans may request information from us

about your medical care. Any information we provide to health plans about you may include your diagnoses, procedures performed, or recommended care.

3. **For Health Care Operations:** We may use and disclose your PHI for our business operations, such as assessing the quality of and improving our services to the extent permitted by applicable law. For example:

    a. We may use and disclose your PHI to review the qualifications and performance of our health care providers and to train our staff, including to maintain the safety and security of our facilities.
    b. We may use and disclose your PHI to conduct or arrange for services, including:
    c. Medical quality review by your health plan;
    d. Audit functions, including fraud and abuse detection and compliance programs;
    e. Statements about certain uses and disclosures;
    f. We may contact you to remind you about appointments;
    g. We may use and disclose your PHI to give you information about treatment alternatives or other health-related benefits and services; and
    h. We may contact you to raise funds. If we contact you for fund-raising, we will also provide you with a way to opt out of receiving fund-raising requests in the future.

4. **As Required by Law:** We must make any disclosure required by state, federal, or local law.

5. **To Business Associates:** We contract with individuals and entities to perform jobs for us or to provide certain types of services that may require them to create, maintain, use, and/or disclose your health information. We may disclose your health information to a business associate, but only after they agree in writing to safeguard your health information. Examples include billing services, accountants, and others who perform health care operations for us.

6. **To Notify Family Members and/or Authorized Individuals:** Unless you object, we may release your PHI to a family member or individual you authorize, who may be involved in your medical care. We may also give information to someone who helps pay for your care. We may tell your family or authorized individual your condition and that you are in a hospital.

7. **Electronic Sharing and Pooling of Your Information:** We may take part in or make possible the electronic sharing or pooling of your PHI through participation in a health information exchange ("**HIE**") or an equivalent electronic platform for the sharing or pooling of PHI. If you need medical treatment from another participating healthcare provider, HIEs allow the other provider to electronically gather relevant medical information from our records. If you have received care from another participating healthcare provider, HIEs allow us to electronically gather the relevant portions of your medical information or PHI from their records. This improves your overall quality of care by reducing delays and by helping to ensure that the providers involved in your care have the most current healthcare information available to them. You may elect to opt-out, or back in again, at any time by submitting your request to us in writing. Please contact us at privacy@castlighthealth.com to opt-out.

8. **<u>For Public Health and Safety Purposes</u>*:*** We may disclose protected health information to prevent or reduce a serious immediate threat to the health or safety of a person or the public, as permitted or required by law to:

    a. Public health or legal authorities;

    b. Protect public health and safety;

    c. Prevent or control disease, injury, or disability;

    d. Report vital statistics such as births or deaths; and/or

    e. Report suspected abuse or neglect to public authorities.

9. **<u>For Research</u>:** We may disclose PHI to researchers if the research has been approved by an institutional review board or a privacy board and there are policies to protect the privacy of your health information. We may also share information with medical researchers preparing to conduct a research project.

10. **<u>For Substance Use Disorder (SUD) Patient Records</u>:** To the extent that we create, receive, or maintain substance use disorder patient records protected (in compliance with 42 CFR Part 2), special privacy protections apply:

    a. **Treatment, Payment, and Health Care Operations (TPO):** We may use or disclose your SUD records for treatment, payment, and health care operations if you provide us with a single, broad written consent covering these activities. Redisclosure Notice: If we share your SUD records with an external recipient who is subject to HIPAA pursuant to your TPO consent, that recipient may further use or share your information in accordance with the HIPAA Privacy Rule. However, upon redisclosure, that information may no longer be protected by the stricter Part 2 rules.

    b. **SUD Counseling Notes:** A clinician's notes analyzing an SUD counseling session that are kept separate from the rest of your medical record require a separate, specific written authorization before they can be used or shared.

    c. **Strict Prohibitions on Legal Proceedings:** Your SUD records, or testimony relaying the content of those records, will not be used or disclosed in civil, criminal, administrative, or legislative proceedings against you unless you provide specific written consent for that purpose, or a court orders the disclosure. Any court order authorizing this disclosure must be accompanied by a subpoena or similar legal mandate compelling us to do so.

11. **<u>For Workplace Injury or Illness:</u>** Local and State laws require the disclosure of protected health information to the Department of Labor and Industries, the employer, and the payer (including a

self-insured payer) for workers' compensation and for crime victims' claims. We also may disclose protected health information for work-related conditions that could affect employee health; for example, an employer may ask us to assess health risks on a job site.

12. **Other Third-Party Disclosures to State, Regulatory and Federal Authorities:**

    a. **Lawsuits and Disputes:** We are permitted (and may be required) to disclose protected health information in the course of judicial/administrative proceedings at your request, or as directed by a subpoena or court order to the extent permitted by applicable law.

    b. **Food and Drug Administration (FDA):** For problems with medications, food, supplements, and other products, we may disclose protected health information to the FDA or entities subject to the jurisdiction of the FDA.

    c. **Military, Veteran, and Department of State:** We may disclose protected health information to the military authorities of U.S. and foreign military personnel; for example, the law may require us to provide information necessary to a military mission.

    d. **National Security:** We are permitted to release protected health information to federal officials for national security purposes, within the limits authorized by law.

    e. **Law Enforcement:** We may disclose protected health information to law enforcement officials to the extent permitted by applicable law, such as reports of certain types of injuries or victims of a crime, or when we receive a warrant, subpoena, court order, or other legal process.

    f. **Coroners, Medical Examiners and Funeral Directors:** We may disclose protected health information to coroners and medical examiners to the extent permitted by applicable law. We may also disclose protected health information to funeral directors consistent with applicable law to allow them to carry out their duties.

    g. **Organ-Procurement Organizations:** Consistent with applicable law, we may disclose protected health information to organ-procurement organizations (tissue donation and transplant) or persons who obtain, store, or transplant organs.

    h. **Correctional institutions:** If you are in jail or prison, we may disclose your protected health information as necessary for your health and the health and safety of others.

    i. **For Disaster Relief**: We may share protected health information with disaster relief agencies to assist in notification of your condition to family or others.

Other Uses of Medical Information

Other uses and disclosures of medical information not covered by this NPP will generally only be made with your written authorization. Most uses and disclosures of psychotherapy notes and most uses and

disclosures for marketing purposes fall within this category and require your authorization before we may use your medical information for these purposes. Also, the use or disclosure of PHI to conduct a criminal, civil, or administrative investigation or to impose criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care; or to identify any person for any of these purposes is prohibited. This prohibition also applies if we presume that the reproductive health care was lawful in accordance with applicable law. Additionally, with certain limited exceptions, we are not allowed to sell or receive anything of value in exchange for your medical information without your written authorization. If you provide us authorization to use or disclose medical information about you, you may revoke (withdraw) that authorization, in writing, at any time. However, uses and disclosures made before your withdrawal are not affected by your action and we cannot take back any disclosures we may have already made with your authorization.

1. **De-identified Health Information:** We may use your health information to create "de-identified" information that is no longer identifiable to any individual in accordance with HIPAA. Once this information has been de-identified, we may use it or share with third parties to improve our services.
2. **Use of Unsecure Electronic Communications:** If you choose to communicate with us via unsecure electronic communication, such as regular email or SMS text message, we may direct you to contact us via a secure mechanism such as an online app, in our care centers, or over the phone. In addition, if you provide your email address or cell phone number when you consent to our services, we may communicate with you via phone call, emails or SMS text messages related to appointment reminders, benefit offerings, or other general informational communications. For your convenience, these messages may be sent unencrypted. Before using or agreeing to use of any unsecure electronic communication to communicate with us, note that there are certain risks, such as interception by others, misaddressed/misdirected messages, shared accounts, messages forwarded to others, or messages stored on unsecured, portable electronic devices. By choosing to correspond with us via unsecure electronic communication, you are acknowledging and agreeing to accept these risks. Additionally, you should understand that use of email or other electronic communications is not intended to be a substitute for professional medical advice, diagnosis or treatment. Email communications should never be used in a medical emergency.

Your Rights Regarding Your Medical Information

Although, the health and billing records we create and store belong to us, the PHI generated in these records, generally belongs to you. As such, you have the following rights listed below.

To exercise any right, you must submit your request in writing to:

Castlight Health and Vera Whole Health
c/o Compliance & Privacy Department
1201 Second Avenue, Suite 1400

Seattle, WA 98101
or via email to: privacy@castlighthealth.com

1. **Right to Inspect and Receive a Copy of this NPP:** You have the right to receive, read, and ask questions about this Notice.

2. **Right to Request Restrictions:** You have the right to request a restriction or limitation on the PHI we use or disclose about you for treatment, payment or health care operations. Please note, that we are not required to agree to your request. If we do agree, our agreement must be in writing, and we will comply with your request unless the information is needed to provide you emergency treatment or we are required or permitted by law to disclose it. We are allowed to end the restriction if we inform you that we plan to do so. If you request that we not disclose certain PHI to your health insurer and that PHI relates to a health care product or service for which we, otherwise, have received payment from you or on your behalf, and in full, then we must agree to that request.

3. **Right to Inspect and Receive a Copy of Your Records:** With certain exceptions, you have the right to inspect and/or receive a copy of your medical and billing records or any other of our records that are used by us to make decisions about you.

4. **Right to Request an Amendment:** If you feel the medical information we have about you is incorrect or incomplete, you may request that we amend this information. You have the right to request an amendment for as long as the information is kept by or for us in your medical and billing records or any other of our records that are used by us to make decisions about you. When you submit your request, please note that we cannot change what is in the record. We can, however, supplement information by an addendum. With your assistance, we may notify others who have the incorrect or incomplete medical information. We may deny your request if the medical information (i) was not created by us (unless the person or entity that created the medical information is no longer available to respond to your request); (ii) is not part of the medical and billing records kept by or for us; (iii) is not part of the information which you would be permitted to inspect and copy; or (iv) is determined by us to be accurate and complete. If we deny your request, we will give you a written explanation of why we did not make the amendment and explain your rights.

5. **Right to an Accounting of Disclosures:** You have the right to receive a list of certain disclosures we have made of your PHI in the six (6) years prior to your request. This list may not include every disclosure made, including those disclosures made for treatment, payment and health care operations purposes, or those disclosures made directly to you or with your consent. You must state the time period for which you want to receive the accounting. The first accounting you request in a 12-month period will be free, and we may charge you for additional requests in that same period.

6. **Right to Request Confidential Communications:** You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. If you want us to communicate with you in a special way, you will need to give us details about how to contact you. You also will need to give us information as to how billing will be handled. We will honor reasonable requests. However, if

we are unable to contact you using the requested ways or locations, we may contact you using any information we have.

7. **Right to Cancel Prior Authorizations to Use or Disclose Your PHI:** Your revocation does not affect information that has already been released. It also does not affect any action taken before we have it. Sometimes, you cannot cancel an authorization if its purpose was to obtain insurance.

Our Responsibilities

We are committed to protecting the privacy of PHI we create or obtain about you. We are required by law to make sure your PHI is protected, give you this NPP, which describes our legal duties and privacy practices with respect to your PHI; and follow the terms of this NPP.

As such, the privacy practices described in this NPP will be followed by all of our professionals, employees, medical staff, trainees, contractors and consultants.

Changes To This Notice of Privacy Practices

We reserve the right to change our privacy practices and make updates to this NPP. We reserve the right to make the revised or changed Notice effective for PHI we already have about you as well as any information we receive in the future. We will post a copy of the current Notice on our websites: https://apreehealth.com/wp-content/uploads/legal/notice-of-privacy-practices_april-2026-.pdf and https://apreehealth.com/wp-content/uploads/legal/notice-of-privacy-practices_april-2026-.pdf. In addition, at any time you may request a copy of the Notice currently in effect.

If you believe your privacy rights have been violated, you may discuss your concerns with us by delivering a written complaint to:

Castlight Health and Vera Whole Health
c/o Compliance & Privacy Departments
100 W Towne Ridge Pkwy, 2nd Floor,
Sandy, UT 84070
or via email to: privacy@castlighthealth.com

You may also file a complaint with the Department of Health and Human Services Office for Civil Rights (OCR). We respect your right to file a complaint with us or with the OCR. If you complain, we will not retaliate against you.

PATIENT ACKNOWLEDGEMENT

- I acknowledge that I have read and understand the Notice of Privacy Practices described above.
- By signing this document, in-person or in an electronic format, I confirm that I have a clear understanding of how medical information about me may be used and disclosed by us, and how I can obtain access to the information collected by Castlight and Vera about me.

- I understand that acknowledging this Notice of Privacy Practices does not mean that I agree to any special uses or disclosures of my medical information that is not permitted by HIPAA.
- I also understand that I may refuse to sign this Acknowledgement, however my refusal does not prevent Castlight and Vera from using or disclosing my PHI as permitted by HIPAA.

Please note: If you refuse to sign the acknowledgement, we must keep a record of this fact.

X _____ _____

Name of Patient (Print) **Date**

X _____

Signature of Patient

X _____

Legally Authorized Representative (Print)

X _____

Signature of Legally Authorized Representative