DRAFT AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE POLICY, DOCTRONIC, LLC, AND THE DIVISION OF PROFESSIONAL LICENSING

Section 1. Parties

A. The Office of Artificial Intelligence Policy created in Utah Code § 13-72-201, an office within the Utah Department of Commerce (hereinafter "the Office").

B. Doctronic, LLC (hereinafter "Participant").

C. The Divisions of Professional Licensing, (hereinafter the "Division").

Section 2. Effective Date and Participation Period

The period of this Agreement is for 12 months, beginning on the date this agreement is executed.

Section 3. Purpose and Authority

A. The Office is a state agency with the authority to create and administer the artificial intelligence Learning Laboratory program. (Utah Code. § 13-72-301)

B. The Office may negotiate and grant limited regulatory mitigation agreements to further the purposes of the artificial intelligence Learning Laboratory program. (Utah Code § 13-72-302)

C. Participant has applied to the Office for this regulatory mitigation and the applicant's proposal and safety protocol is incorporated in Schedule B of this agreement.

D. This agreement is a grant of regulatory mitigation only and does not constitute an endorsement or approval from the State of Utah or any of its political subdivisions of Participant's use of artificial intelligence technologies.

Section 4. Scope of Mitigation

A. The Office, in consultation with the Division, grants regulatory mitigation to Participant as outlined in Schedule A. It is agreed and understood that the Agreement only grants mitigation as specified in Schedule A.

B. The mitigation specified in Schedule A is not binding until this document has been signed and executed by all parties.

D. Participant is subject to all Federal, State and local laws not expressly waived or modified by the terms of this Agreement, including any changes to existing law during the demonstration period (Utah Code § 13-72-302(6)). For the avoidance of doubt, this Agreement does not waive or modify any legal remedies available to any individual harmed by any action of Participant's AI technology, other members of the

public, or the State of Utah or its political subdivisions other than the Division. If relevant laws change during the demonstration period and affect the enforceability of any provision of this Agreement, the Office may require the parties to amend this agreement. If no new agreement can be made, this Agreement will be terminated effective on the day the relevant law went into effect.

Section 5. Scope of Activities

A. Participant shall perform all relevant activities in accordance with the methodologies and safety protocols set forth in Participant's Proposal and safety protocol and attached below as Schedule B (hereinafter referred to as the "Proposal"). The Proposal can be amended by the Office's Director (in consultation with the Division) as long as the amendment approval is in writing.

B. Participant may not use regulatory mitigation specified in this agreement to create or provide goods, services, or labor not specified in the Proposal.

Section 6. Participant Obligations

Unless the Office determines otherwise in writing, Participant agrees as follows:

A. Capacity

Participant shall possess the technical expertise, financial resources, and capability to responsibly deploy and use the proposed artificial intelligence technology. Participant shall also have an effective plan and protocols to monitor and minimize both identified and unknown risks from the activities of the Participant's AI technology.

B. Safeguards

1. Participant shall abide by safeguards, including safety and testing protocols and quality assurance and oversight methodologies, outlined in the Proposal to protect users of Participant's AI technology, from potential harm that may result from such activities. Participant shall abide by any other safeguards prescribed by the Office.

2. Participant is fully responsible for the proper and efficient monitoring, operation and maintenance of any activities stemming from the mitigation granted in this Agreement.

3. In the event a user or third party is harmed as a result of using the Participant's AI technology, nothing in this Agreement prevents any user of the Participant's AI technology, any third party, the State of Utah or any of its subdivisions other than the Division, from seeking any legally available remedy from Participant.

C. Registration

Participant must be registered to do business in the State of Utah.

D. Permissions

1 Participant shall not mention that it is a party to this Agreement in any advertising, media or promotional materials unless approved in writing by the Office.
2. Participant is responsible for obtaining and maintaining all necessary permits, licenses, and permissions required for the activities in Participant's Proposal from other federal, state or local government agencies having jurisdiction over the project. Participant shall furnish any such permits and approvals to the Office upon request.

E. Data Security

1. Participant shall implement data security measures set forth in the Proposal in accordance with the policies set forth in Utah Code § 63A-19-102, as if Participant were a governmental entity under such section. Participant shall comply with all privacy and safe data usage requirements as set forth in the Proposal and as stipulated by the Office. Participant shall not use any information, technology, or advantage gained from this Agreement in a manner that is illegal, unethical, or contrary to public interest, including, selling user data or information or using user data or information for advertising or other commercial purposes, regardless of whether the data or information is deidentified or anonymized.

2. For the avoidance of doubt, no data protection or privacy law or regulation, whether by statute or common law, is waived or modified by the terms of this agreement.

F. Cybersecurity

Participant shall implement reasonable protections against data leaks to minimize the risk of breach of confidential information in accordance with the Data Security and Privacy Protection protocols described in part 3A of Participant's Proposal and with general cybersecurity best practices. These protections include:

1. Keeping data system testing environments separate from production environments;
2. Maintaining reasonable server and storage capacity to enable continuous availability of data systems;
3. Formally managing technology assets through their lifecycle; and
4. Using integrity checking mechanisms to verify software, firmware, and information integrity.

Participant shall ensure that its cyber security framework is regularly updated to address emerging threats and vulnerabilities. For the avoidance of doubt, no cybersecurity law or regulation, whether by statute or common law, is waived or modified by the terms of this agreement.

G. Disclosures to Users

1. When a user indicates they are requesting the renewal of a prescription as described in Part 2 (Project Overview) of Participant's Proposal, and before Participant's AI technology engages further with the user regarding the prescription request, Participant shall disclose the following to the user:

    a. The name and contact information of Participant.
    b. That the user is interacting with generative artificial intelligence pursuant to Utah Code § 13-77-103;
    c. The precise manner, means, and extent in which all user data and information, including all correspondence with Participant's AI technology, will be used and shared by Participant; and
    d. That a user may contact the Office and file a complaint regarding the use of Participant's AI technology. Participant shall share with users a phone number and/or website address provided by the Office where users may file a complaint.

2. Disclosures shall be provided to users in a clear and conspicuous form and a user shall acknowledge receipt of the disclosure before a user may access any functions of Participant's AI technology.

3. For the avoidance of doubt, no disclosure law or regulation, whether by statute or common law, is waived or modified by the terms of this agreement.

H. Reporting

1. Participant shall submit a monthly report to the Office at ai@utah.gov. Monthly reports shall detail information regarding the users of Participant's AI technology, including impact analyses, technology assessments, information about user complaints, and any other relevant information requested by the Office. Reports shall also include:
    a. Relevant qualitative and quantitative data of users, including:
        i. the number of requests for prescription renewals accepted by Participant's AI technology;
        ii. the number of requests for prescription renewals denied by Participant's AI technology; and
        iii. the number of accepted requests and the number of denied requests that were reviewed by a licensed physician in accordance with part 3C (Comprehensive Case Review Process) and part 3B (Escalation Protocols) of Participant's Proposal in Schedule B and the respective agreement rates between Participant's AI technology and a licensed physician on acceptances and denials.
    b. Trends or observations made by Participant's in-house licensed physicians.
    c. Excerpts from a random sampling of successful and unsuccessful applications of Participant's artificial intelligence technology**,** with any personally identifiable information of a user redacted.
2. Participant shall report to the office:

a. The results of the performance benchmarking for the three phases outlined in part 3C (Comprehensive Case Review Process) of Participant's Proposal in Schedule B.
b. Any user complaint reported to Participant or adverse health outcome resulting from a renewal of a prescription by Participant's AI technology of which Participant becomes aware.

3. Not later than 30 days after the end date of this Agreement, Participant will submit a written report to the Office describing an overview of Participant's deployment and user's use of Participant's AI technology including any incidents of harm to users, legal action filed against Participant as a result of the demonstration, and complaints filed as a result of the such deployment and use.
4. The Office is a governmental entity subject to the Government Records Access and Management Act, Utah Code §§ 63G-2-101 to 63G-2-901 ("GRAMA"). Accordingly, certain records within possession or control of the Office, including without limitation this Agreement, may be subject to public disclosure. The Office's confidentiality obligations shall comply with GRAMA. The Office will classify Participant's application for regulatory mitigation as a protected record in accordance with Utah Code § 63G-2-305.

J. Failure to meet obligations.

If Participant fails to meet any of the obligations set forth in this section, the Office may request more comprehensive reports from Participant and a plan for resolving any issues related to such obligations. In such an instance, Participant agrees to provide all requested information. If Participant cannot put a plan forward to adequately resolve the issue, as determined by the Office, this Agreement shall be nullified and thereafter the Division may pursue normal administrative remedies.

Section 7. Notice

All notices required to be given, by either Party to the other, shall be deemed fully given when delivered physically or by email.

Section 8. Indemnification

Participant agrees to hold the Office and the Division, including their agents, officers, and employees harmless from any claims, liabilities, damages, losses, or expenses arising from Participant's work that stems from the mitigation granted in this Agreement.

Section 9. Choice of Law, Venue, and Jurisdiction

This Agreement shall be governed by and construed pursuant to the laws of the State of Utah. The Parties will submit to the jurisdiction of the court of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue shall be in the Salt Lake Department, Third Judicial District in and for Salt Lake County, State of Utah.

Section 10. Termination

A. The Office or Participant may terminate this Agreement at any time, and for any reason, prior to the completion of the 12-month mitigation period. Upon receipt of such notice, Participant shall no longer be protected by the mitigation provisions of this Agreement. (Utah Code § 13-72-302(7))

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This Agreement shall be governed by and construed pursuant to the laws of the State of Utah. The Parties will submit to the jurisdiction of the court of the State of Utah for any dispute arising out of this agreement or the breach thereof. Venue shall be in the Salt Lake Department, Third Judicial District in and for Salt Lake County, State of Utah.

Section 10. Termination

A. The Office or Participant may terminate this Agreement at any time, and for any reason, prior to the completion of the 12-month mitigation period. Upon receipt of such notice, Participant shall no longer be protected by the mitigation provisions of this Agreement. (Utah Code § 13-72-302(7))

Section 11. Assignment, Transfer, Collateral Use

Participant may not assign or transfer regulatory mitigation granted in this Agreement without the prior written consent of the Office. Approval of an assignment does not establish any legal relationship between the Office and any other third party. The Office shall not be liable for any act or omission committed pursuant to such an assignment.

Section 12. Entire Agreement

This Agreement, including all referenced documents and attachments, constitutes the entire agreement between the Parties regarding the subject matter hereof. This Agreement supersedes any other written or oral understanding of the Parties. This Agreement may not be modified except by a written instrument executed by both Parties. This Agreement may be signed in counterparts, and may be signed electronically.

Section 13. Agreement Extension

Participant may request a single extension of up to 12 months for regulatory mitigation no later than 30 days before the end of the initial 12-month period. The Office shall grant or deny an extension request before expiration of the initial demonstration period in accordance with Utah Code § 13-72-305.

Section 14. Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the latter of the dates written below.

Zach Boyd (Oct 23, 2025 14:26:32 MDT)

10/23/2025

ZACHARY BOYD, PhD
Director
Office of Artificial Intelligence Policy

Date

10/24/2025

MARK STEINAGEL
Director
Division of Professional Licensing

Date

Matt Pavelle (Oct 23, 2025 16:33:36 EDT)

10/23/2025

MATT PAVELLE
CEO
Doctronic, LLC

Date

Schedule A

Section 15. Mitigation Offered

The Office, in agreement with the Division, grants Participant the following regulatory mitigation measures:

A. During the period described in section 2, Participant may, using its artificial intelligence technology, authorize the renewal of a Utah resident's verified prescription to a pharmacist licensed in the state under Utah Code § 58-17b.

B. The Division will forgo any enforcement action for unlawful conduct, as defined in Utah Code § 58-1-501(1) and administrative rule UAC R156-1-501(2)(b) during the period specified in section 2 solely for the use of Participant's artificial intelligence technology to authorize the renewal of prescriptions as described in the Project Overview provisions of Participant's Proposal in Schedule B**,** so long as Participant abides by the terms of this Agreement. This only applies to enforcement related to actions authorized by this Agreement and does not preclude enforcement actions for other unlawful or unprofessional conduct.

C. The Division will forgo any enforcement action under Utah Code § 26B-4-704(6) and administrative rule UAC R156-1-602 provided that Participant's artificial intelligence technology meets all obligations of telehealth providers in section 16(A).

D. The Division will forgo enforcement of the following provisions against any provider employed or contracted by Participant who (1) acts in reliance on Participant's artificial intelligence technology to facilitate the renewal of a prescription solely by being the named prescriber for such renewals and solely for such action, and (2) does not interact directly with a patient or other health care provider:

1. Utah Code § 58-1-501(1) and (2) and administrative rule UAC R156-1-501(2)(b);
2. Provisions relating to unprofessional conduct in Utah Code sections 58-31b-502, 58-60-110, 58-61-502, 59-67-502, 58-68-502, 59-70a-503, and 58-71-502.

E. Nothing in this agreement applies to any other services offered by Participant on the Doctronic website or through any other manner other than the renewal of prescriptions as described in the Project Overview provisions of Participant's Proposal in Schedule B**,** nor does it provide any exemption to, stay of enforcement of, or other mitigation from, any other provision of law related to such additional services.

Section 16. Obligations of Participant

A. Participant's artificial intelligence technology shall adhere to all requirements as a telehealth provider as set forth in Utah Code § 26B-4-704, with the exception of the following:

1. Participant's artificial intelligence technology shall be considered in compliance with subsection (2)(b) and (c) of such section, nor in violation of subsection (4) of such section if Participant's

artificial intelligence technology follows the processes outlined in Part 2B ("Patient Journey and Clinical Workflow") in Participant's Proposal in Schedule B.

2. Participant's artificial intelligence technology shall be considered in compliance with subsection (2)(e) of such section if Participant's artificial intelligence technology follows the processes outlined in Part 3B ("Escalation Protocols") in Participant's Proposal in Schedule B.
3. Participant's artificial intelligence technology shall not be required to generate, maintain, and make available to each patient receiving telehealth services the patient's medical records, for purposes of subsection (2)(f) of such section.
4. Subsection (5) of such section shall not apply to Participant's artificial intelligence technology.

B. Participant shall abide by the procedures and safety protocols in the Schedule B and ensure that:

1. Any health care provider, as defined in 45 CFR § 160.103, who interacts directly with an individual residing in the State of Utah through a telehealth service, as defined in Utah Code § 26B-4-704(1)(h) is a provider, as defined in Utah Code § 26B-4-704(1)(f).
2. Participant does not utilize its artificial intelligence technology to authorize renewals of any medications not listed on the formulary and attached below as Schedule C.

Schedule B

Proposal for Doctronic Inc. Participation in Utah AI Learning Lab Program

1. Introduction

Utah's health care delivery system faces structural capacity constraints, particularly in rural areas where primary care provider shortages are most acute. These workforce limitations contribute to delays in care, increased clinician burnout, and reduced access to essential services for patients. One under-addressed but high-impact area of inefficiency is the prescription refill process.

This proposal outlines a trial program to demonstrate that Doctronic's artificial intelligence can be used to automate routine, guideline-based prescription refill workflows. By safely delegating repetitive administrative tasks to Doctronic's AI, the system can reduce clinician workload, improve refill continuity (and, by doing so, increase adherence), and expand patient access, without compromising safety or quality of care.

A. About Doctronic

Doctronic's mission is to empower people to better understand their health. We built the world's best artificial intelligence health assistant to provide Americans with personalized and understandable health information when they need it, 24/7. Our goal is to streamline people's interactions with a doctor or other healthcare provider, making communication in both directions smoother and more efficient.
Doctronic has been helping people since September, 2023. To date our system has handled more than 14 million chats, helped millions of people, and we serve tens of thousands of people daily at https://www.doctronic.ai/.

Our current solution consists of two integrated offerings: First, a conversational agent that allows for a patient to provide information about the condition they are experiencing and receive information that enables them to better understand their health. This service is, by default, private, anonymous, and free. Second, users are given the option to connect with a licensed physician for immediate care via a synchronous video visit. Doctronic has a network of physicians in all 50 states, including more than 100 in Utah, and the cost is only $39 for each visit.

Doctronic offers a pioneering experience in AI and healthcare. Yet, the current offering only scratches the surface of what our health assistant can achieve. We believe our AI has the potential to handle a significant share of routine care, such as managing chronic conditions, processing prescription refills, or conducting initial patient intake. This would increase patient access, reduce reliance on in-person visits for basic health needs, and free physicians to focus on more complex cases.

Indeed, a recent study of Doctronic AI shows the tremendous potential and accuracy of our model. The study analyzed 500 urgent-care telehealth encounters and compared the performance of Doctronic AI against that of board-certified clinicians. The top diagnosis of Doctronic and the clinician matched in 81% of cases, and the treatment plan aligned in 99.2% of cases.[1] No clinical hallucinations occurred. Further, in an expert review of cases where the diagnosis did not match, Doctronic's performance was determined to be superior in 36.1% of the cases. These findings show that Doctronic can achieve comparable clinical decision-making to human providers.

We recognize that integrating AI into the health care system will be an iterative process, for both businesses like Doctronic to demonstrate clinical validity and safety as well as the state's regulatory bodies who are balancing the benefits of innovative tools to support care with their duties to protect the public. This proposal aims to validate Doctronic's AI in a focused, high-need setting: prescription refills. Our medical advisors have identified this as an ideal starting point due to the operational burden that prescription refills impose on the healthcare system and because it aligns with our current health assistant capabilities. This starting point also affords the state medical board the opportunity to learn from the experience and craft appropriate policies that promote the integration of technologies that can improve levels of care within the state.

This project aligns with the call by groups such as the FSMB for collaborative efforts among physicians, health systems, regulatory agencies, and innovators to thoughtfully address the opportunities and challenges posed by AI in healthcare in furtherance of shared goals to promote the safe, effective, and ethical use of AI as a tool to enhance delivery of care.[2] The routine refill of prescriptions on a limited basis can be characterized as a lower risk patient encounter, and as such, be subject to lower regulatory scrutiny.

B. The Refill Problem: Gaps in Health Care Access and Prescription Adherence

Access to health care is a nationwide challenge, and Utah is no exception. Currently, all but five of Utah's counties face a shortage of primary care physicians in at least part of the county.[3] The issue is even more severe in rural areas, where provider-to-patient ratios are especially low – typically fewer than one provider per 1,000 residents, with some counties

[1] Hayat H, Kudrautsau M, Makarov E, Melnichenko V, Tsykunou T, Varaksin P, Pavelle M, Oskowitz A. Toward the Autonomous AI Doctor: Quantitative Benchmarking of an Autonomous Agentic AI Versus Board-Certified Clinicians in a Real World Setting. (A copy of this study is included in the Appendix.)
[2] See, Federation of State Medical Boards, "Navigating the Responsible and Ethical Incorporation of Artificial Intelligence into Clinical Practice," (April, 2024), and TerKonda, S. and Fish, E., "Artificial Intelligence Viewed Through The Lens of State Regulation", INTELLIGENCE BASED MEDICINE. Volume 7, 2023, 100088, ISSN 2666-5212 https://doi.org/10.1016/j.ibmed.2023.100088
[3] Megan Banta, "How health care shortages affect rural Utahns – and what the state is doing to help," The Salt Lake Tribune (Apr. 3, 2024).

having no providers at all.[4] For patients, this results in extended wait periods for appointments, long travel times for physician visits, and, in many cases, a complete lack of access to essential care.

One contributing factor to this strain is the inefficiency of the prescription refill process – an issue that negatively impacts every stakeholder in the care community:

- **Patients:** Consistent medication adherence is essential to improving clinical outcomes, yet it remains a persistent challenge. Nonadherence is one of the most serious problems in health care today, contributing directly to poor patient outcomes and driving up costs.[5]
- **Physicians:** The prescription refill process consumes a significant portion of provider time, cutting down on time available to meet with patients and contributing to physician burnout.[6] In addition, the adverse health consequences from prescription nonadherence means health care providers are left managing preventable complications, further compounding their workload and burnout.
- **Pharmacists:** Pharmacists bear a significant burden in this process. Patients often request refills at the pharmacy without realizing that a prescription has expired, leaving the pharmacist to contact the provider's office to try to obtain a new refill prescription. This increases pharmacists' overburdened workload and can lead to delays for the requesting patient as well as others, as prescriptions back up while refill requests are handled.
- **Insurers and the State:** The costs for medication nonadherence are significant. Estimates place the annual cost of medication nonadherence between $100 billion and $300 billion in direct health care expenses.[7]

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[4] *Id.*

[5] Gazmararian JA, et al. Factors associated with medication refill adherence in cardiovascular-related diseases: a focus on health literacy. J Gen Intern Med. 2006 Dec (https://pmc.ncbi.nlm.nih.gov/articles/PMC1924753/).

[6] *See*, *e.g.*, Federation of State Medical Boards, "Physician Wellness and Burnout: Report and Recommendations of the Workgroup on Physician Wellness and Burnout," (April, 2018), https://www.fsmb.org/siteassets/advocacy/policies/policy-on-wellness-and-burnout.pdf; Dunham DP, Cheney C. A Prescription Refill Intervention to Improve Patient and Physician Satisfaction, Int Arch Public Health Community Med 6:073 (2022) (http://Doi.org/10.23937/2643-4512/1710073) ("Prescription refill burden has been identified as a contributing factor to physician burnout"); G. Garvey, "Physicians can save 2 hours a day with annual prescription refills," AMA (Apr. 30, 2024). (https://www.ama-assn.org/practice-management/physician-health/physicians-can-save-2-hours-day-annual-prescription-refills) ("'If you think about the waste in the system and the fact that so many of our patients are on long-term medications – lifelong medications – the amount of time spent on refills is enormous'").

[7] Neiman AB, et al., "CDC Grand Rounds: Improving Medication Adherence for Chronic Disease Management – Innovations and Opportunities," MMWR Morb Mortal Wkly Rep 2017;66. (http://dx.doi.org/10.15585/mmwr.mm6645a2).

dInsurers and state health systems share in these increased costs from nonadherence.

There have been several attempts to address the challenges of the prescription refill process. In addition to industry efforts to streamline the refill process for physicians, Utah passed legislation in recent years expanding prescription authority to include nurse practitioners, psychologists, pharmacists, and physician assistants in order to alleviate the burden on physicians. Despite these efforts, problems remain.

We believe the Doctronic health assistant can help. For many medications – particularly those for chronic conditions – refill requests follow a routine pattern. Clinicians often renew prescriptions without any clinical interaction with the patient or by following well-established clinical guidelines that involve a standard set of questions. While largely routine, these steps still consume substantial administrative time and create barriers for patients' ability to easily access the medication they need.

We believe AI can safely and effectively manage a large share of these routine refills. If implemented successfully, the benefits could be far-reaching, helping to ease the burden on a strained health care system and, most importantly, improving patient health outcomes.

2. Project Overview

A. Summary

Doctronic proposes a pilot program utilizing a multi-agent AI system to safely and efficiently process medication renewals for the most commonly prescribed medications in Utah. This initiative addresses the critical gap between patient need for timely medication access and the administrative burden placed on healthcare providers, particularly in Utah's underserved rural communities.

Core Functionality: The Doctronic AI system will operate–within clearly defined parameters and with physician review–to perform the prescription renewal function currently performed by physicians, subject to protocols that ensure patient safety while maximizing efficiency. The system will only process renewal requests for a 30-, 60- or 90-day refill of medications that have been previously prescribed by a licensed healthcare provider. The number of renewals will be limited by medication based on the accepted standard of care. No new prescriptions or modification of prior treatment plans will be initiated through the platform.

B. Patient Journey and Clinical Workflow

Initial Access: Patients will access Doctronic through a HIPAA-compliant, cloud-based web application. Patients will be required to create a (free) member account in order to have a prescription refilled.

Identity Verification Protocol: To ensure patient safety and prevent medication errors or misuse, all patients will be required to create a free Doctronic user account and verify their identity via a NIST IAL2 compliant partner (likely CLEAR or ID.me). There will be no fee for the user or for the State of Utah for the account creation or user verification processes; Doctronic shall pay any and all fees. This identity verification protocol will be one of the first steps of the refill process, ensuring patients are not able to seek multiple refills by having multiple Doctronic user accounts.

Prescription Verification Protocol: After an identity is verified, patients must then submit photographic evidence of their current medication in the form of either an old prescription label or the actual pill bottle showing the medication name, dosage, and prescribing information. Doctronic's AI system will automatically match the patient's name on the prescription to their identity and also identify the medication details through advanced image recognition and validation algorithms. There will be no fee for the user or for the State of Utah for this verification process.

In the event that the Doctronic AI is unable to identify the patient, match the name of the prescription to the patient, or determine the prescription details, the Doctronic AI will politely let the user know that we are unable to assist them and we will provide a technical support email address for assistance.

Secondary Prescription Verification Protocol: Once the patient's identity and prescription have been verified, Doctronic will query Surescripts to verify we have the most up to date prescription information for this patient. If a more up to date prescription is identified (e.g., prescription with a different dose or schedule), the case will be escalated to a provider licensed in the state of Utah as described in the "Automatic Escalation Protocols" (Section B. Escalation Protocols).

Comprehensive Medical Assessment: Doctronic's AI-powered health assistant will then gather a thorough, medication-focused medical history that mirrors the clinical decision-making process a licensed physician would follow:

1. **Medication Verification:** Confirm exact medication name, dosage, frequency, and route of administration to prevent errors.
2. **Indication Review:** Determine and verify the medical condition for which the medication was prescribed.
3. **Efficacy Assessment:** Evaluate the medication's current effectiveness for the patient's condition.

4. **Safety Monitoring:** Screen for new side effects, adverse effects, or changes in the patient's response to the medication.
5. **Drug Interaction Analysis:** Review all current medications and supplements to identify potential harmful interactions.
6. **Clinical Status Update:** Obtain focused medical history regarding recent changes in chronic conditions, new medical events, and completion of appropriate surveillance laboratory tests.
7. **Allergy Verification:** Confirm current allergy status and any new sensitivities.
8. **Symptom Assessment:** Conduct targeted review of symptoms related to the medication and underlying condition.

AI Decision-Making and Safety Protocols: Following the comprehensive assessment, Doctronic will apply evidence-based clinical guidelines to determine renewal appropriateness. Importantly, our AI system has been trained on established medical protocols and will make determinations consistent with standard clinical practice.

Approval Pathway: When the AI system determines a renewal is clinically appropriate based on guideline adherence and patient assessment, the prescription will be transmitted directly to the patient's pharmacy of choice. For the first 250 patients,a physician licensed by the State of Utah will review the prescription before it is transmitted to the pharmacy in order to ensure patient safety.

Escalation Protocol: Cases that fall outside established guidelines, present clinical complexity, or raise safety concerns will be automatically escalated to a licensed physician for human review and decision-making.

C. Quality Assurance and Oversight

Pharmacist Integration: All AI-generated renewals will be clearly identified to pharmacists as originating from an AI system, providing an additional layer of clinical oversight. Pharmacists retain full authority to escalate any renewal to a Doctronic physician that is licensed in the State of Utah to practice medicine. All physicians will be specifically trained in the program if clinical concerns arise. Pharmacists will be provided a method to directly communicate the escalation with the Doctronic Physicians Group.

Scope Limitations: The system explicitly excludes controlled substances from the renewal process, focusing on medications with low abuse potential and established safety profiles for routine renewal. Doctronic will provide a recommended formulary to the Utah Sandbox that it proposes to include in the program. Patients participating in the program will only be permitted a limited number refills per prescribed medication without a subsequent in person or telehealth visit with a clinician licensed to practice medicine in the State of Utah.

Transparency and Accountability: Every decision point in the AI system will be logged and available for review, ensuring full traceability of the clinical reasoning process.

This approach creates a robust safety net while delivering the efficiency gains needed to address Utah's healthcare access challenges, particularly in communities where provider shortages create barriers to routine medication management.

3. Safety and Testing Protocols

Doctronic is committed to maintaining the highest standards of patient safety and clinical integrity throughout this pilot program. Our comprehensive safety framework incorporates multiple layers of oversight, continuous monitoring, and systematic quality assurance to ensure that AI-assisted medication renewals meet or exceed traditional clinical standards.

A. Data Security and Privacy Protection

All patient interactions within the Doctronic platform are protected by enterprise-grade security measures that exceed HIPAA compliance requirements. Patient health information is encrypted both in transit and at rest, with access controls limiting data visibility to authorized personnel only. The AI system processes only the minimum necessary health information required for safe medication renewal decisions, and no patient data is stored beyond what is clinically necessary for continuity of care and quality assurance purposes.

Our cloud-based infrastructure employs multi-factor authentication, audit logging, and continuous security monitoring to protect against unauthorized access or data breaches. All verification images (ID and medication photos) are processed through secure channels and stored in an encrypted format, maintaining patient privacy while ensuring system integrity.

B. Escalation Protocols

Pharmacist-Initiated Escalation: Pharmacists retain full authority to escalate any AI-generated renewal to a licensed Doctronic physician if clinical concerns arise.

Patient-Initiated Escalation: Patients will receive notice of the program, will consent to participate, and are able to request human physician review at any point in the renewal process. This option will be clearly presented throughout the patient interface, ensuring that patients who prefer human clinical judgment or have complex concerns can access traditional care pathways without barriers.

Automatic Escalation Triggers: The AI system includes built-in escalation protocols that automatically refer cases to human physicians when clinical complexity exceeds predetermined safety thresholds, when conflicting information is detected, or when the patient's clinical status suggests potential medication-related complications.

C. Comprehensive Case Review Process

Performance Benchmarking: All case reviews will be benchmarked against established clinical standards and physician decision-making patterns to ensure the AI system maintains clinical equivalency with traditional care pathways.

Phase 1

- Benchmarks for percentage of renewal requests that are approved by the AI
- Benchmarks for concordance between physician review and AI recommendations
- Benchmarks for technical success of renewal process

Phase 2

- Continued evaluation of above benchmarks
- Benchmarking for percentage of renewals with patient requested escalation to a human provider
- Benchmarking for percentage of renewals with pharmacist requested escalation to a human provider

Phase 3

- Continued evaluation of benchmarks identified in phase 1 and 2
- Direct customer surveys to evaluate satisfaction and solicit feedback on the program

Phase One – Pre-Issuance Review Period: For the first 250 patients processed through the system, every AI-generated renewal decision will undergo review by licensed physicians **prior** to the renewal being submitted to the pharmacy. This comprehensive analysis will evaluate:

- Clinical appropriateness of renewal decisions
- Accuracy of medication history taking
- Effectiveness of drug interaction screening
- Quality of symptom assessment and clinical reasoning

Phase Two – Subsequent Intensive Review Period: For the next 1,000 patients processed through the system, every AI-generated renewal decision will undergo retrospective review by licensed physicians. This comprehensive analysis will evaluate:

- Clinical appropriateness of renewal decisions
- Accuracy of medication history taking
- Effectiveness of drug interaction screening
- Quality of symptom assessment and clinical reasoning

Phase Three – Ongoing Periodic Review: Following the first two review periods, a structured sampling approach will ensure continued quality oversight:

- Monthly review of 5-10% of all processed renewals

- Comprehensive quarterly analysis of escalated cases
- Annual systematic review of system performance metrics and clinical outcomes

Performance Benchmarking: All case reviews will be benchmarked against established clinical standards and physician decision-making patterns to ensure the AI maintains clinical equivalency to traditional care pathways. Results of performance benchmarking will be shared with the state medical board.

Benchmarks for Phase One – Pre-Issuance Review Period:

- AI approval rate: eligible renewal requests approved without modification
- Physician concordance rate: agreement between AI physician review
- Technical completion rate: successful prescription transmission to pharmacy systems

Benchmarks for Phase Two – Subsequent Intensive Review Period:

- Maintain Phase One metrics
- Patient escalation rate: patient-initiated physician review
- Pharmacist escalation rate: pharmacist-initiated physician review

Benchmarks for Phase Three – Ongoing Periodic Review:

- Maintain Phase One and Phase Two metrics
- Patient satisfaction score: Net Promoter Score
- Time-to-renewal efficiency: time from request initiation to pharmacy transmission

D. Advanced AI Monitoring and Risk Management

Integrated AI Monitoring Platform: Doctronic's proprietary AI monitoring system provides real-time oversight of all system functions, utilizing advanced machine learning algorithms to identify potential risks and ensure consistent performance.

AI-Based Event Analysis – Hallucination Detection and Prevention:

- Real-time monitoring to identify any AI-generated responses that deviate from evidence-based medical guidelines.
- Correction of inconsistent or inappropriate clinical recommendations or AI based interactions that deviate from this specific use case.
- Automated LLM as a judge review of all patient interactions for quality assurance and safety monitoring.

Red Flag Risk Identification System:

- Proactive identification of high-risk clinical scenarios that require immediate human intervention.
- Automated alerts for potential medication errors, dangerous drug interactions, or clinical deterioration indicators.
- Real-time escalation protocols that ensure urgent cases receive immediate physician attention.

Continuous System Optimization:

The AI monitoring platform enables continuous improvement of the renewal system through:

- Performance analytics that identify areas for system enhancement.
- Feedback loops that incorporate clinical outcomes into AI training protocols.
- Regular updates to clinical guidelines and safety parameters based on emerging medical evidence.

This multi-layered safety approach ensures that innovation does not compromise patient care, while providing the robust oversight necessary for responsible AI integration into Utah's healthcare system.

Conclusion

We appreciate the opportunity to submit this proposal and are happy to meet again at any time via video call or in person to discuss the proposal in more detail.

Schedule C: Formulary

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	Generic Drug Na	Disease or Diagr	Disease or Diagr	Class
1	Acetaminophen	Pain/inflammatio	Fever	Inflammation/Pain
2	Acetaminophen;	Headache	Migraine	Inflammation/Pain
3	Albuterol	Asthma	COPD	Inflammation/Pain
4	Albuterol; Ipratro	Asthma	COPD	Inflammation/Pain
5	Alendronate	Osteoporosis	Paget Disease	Metabolic
6	Allopurinol	Gout	Hyperuricemia	Metabolic
7	Amlodipine	Hypertension	Cardiovascular D	Cardiovascular
8	Amlodipine; Bena	Hypertension	Cardiovascular D	Cardiovascular
9	Apixaban	Atrial Fibrillation	DVT/PE	Anti-coagulation/Anti-platelet
10	Ascorbic Acid	Cardiovascular D	Supplement	GI/nutrition
11	Aspirin	Cardiovascular D	Pain/Fever	Anti-coagulation/Anti-platelet
12	Atenolol	Hypertension	Cardiovascular D	Cardiovascular
13	Atorvastatin	Hyperlipidemia	Cardiovascular D	Cardiovascular
14	Azelastine	Allergies		Inflammation/Pain
15	Baclofen	Back pain	Muscle Spasm	Inflammation/Pain
16	Benazepril	Hypertension	Heart Failure	Cardiovascular
17	Benzonatate	Cough		Inflammation/Pain
18	Bimatoprost	Glaucoma		Occular
19	Bisacodyl	Constipation		GI/nutrition
20	Bisoprolol	Hypertension	Heart Failure	Cardiovascular
21	Brimonidine	Glaucoma	Ocular Hypertens	Occular
22	Brompheniramin	Cough/Cold		Inflammation/Pain
23	Budesonide	Inflammatory dis	Auto-immune	Inflammation/Pain
24	Budesonide; For	Asthma	COPD	Inflammation/Pain
25	Bupropion	Anxiety/Depressi	Smoking Cessati	Mental Health and Brain Health
26	Buspirone	Anxiety/Depression		Mental Health and Brain Health
27	Calcitriol	Vitamin D Deficiency		GI/nutrition
28	Calcium	Calcium replacement		GI/nutrition
29	Calcium Phospha	Calcium replacer	Vitamin D Deficie	GI/nutrition
30	Carvedilol	Heart Failure	Hypertension	Cardiovascular
31	Celecoxib	Pain	Anti-inflammatory	Inflammation/Pain
32	Cetirizine	Allergic Rhinitis	Urticaria	Inflammation/Pain
33	Chlorhexidine	Gingivitis	Periodontitis	Inflammation/Pain
34	Chlorthalidone	Hypertension		Cardiovascular
35	Cholecalciferol	Vitamin D Deficiency		GI/nutrition
36	Citalopram	Depression	Anxiety	Mental Health and Brain Health
37	Clobetasol	Inflammatory disease		Inflammation/Pain
38	Clopidogrel	Cardiovascular Disease and preve		Anti-coagulation/Anti-platelet
39	Colchicine	Gout		Inflammation/Pain
40	Cyanocobalamin	Vitamin B12 Defi	Pernicious Anem	GI/nutrition
41	Cyclobenzaprine	Muscle Spasm		Inflammation/Pain
42	Cyproheptadine	Inflammatory disease		Inflammation/Pain

43	Dapagliflozin	Diabetes		Metabolic	
44	Desogestrel; Eth	Birth Control		Women's Health	
45	Desvenlafaxine	Depression	Anxiety	Mental Health and Brain Health	
46	Dexamethasone	Inflammation	Allergy	Inflammation/Pain	
47	Diclofenac	Inflammation	Pain	Inflammation/Pain	
48	Dicyclomine	Irritable Bowel Syndrome		GI/nutrition	
49	Diltiazem	Hypertension	Cardiovascular D	Cardiovascular	
50	Diphenhydramine	Inflammation	Insomnia	Inflammation/Pain	
51	Docusate	Constipation		GI/nutrition	
52	Donepezil	Alzheimer Diseas	Dementia	Mental Health and Brain Health	
53	Dorzolamide	Glaucoma	Ocular Hypertens	Occular	
54	Dorzolamide; Tim	Glaucoma	Ocular Hypertens	Occular	
55	Doxazosin	Hypertension	Benign Prostatic	Men's Health	
56	Doxepin	Anxiety/Depressi	Insomnia	Mental Health and Brain Health	
57	Drospirenone; Et	Contraception		Women's Health	
58	Duloxetine	Anxiety/Depressi	Neuropathic Pair	Mental Health and Brain Health	
59	Dutasteride	Benign Prostatic Hyperplasia		Men's Health	
60	Empagliflozin	Diabetes	Heart Failure	Metabolic	
61	Enalapril	Hypertension	Heart Failure	Cardiovascular	
62	Ergocalciferol	Vitamin D Deficiency		GI/nutrition	
63	Escitalopram	Depression	Anxiety	Mental Health and Brain Health	
64	Esomeprazole	GERD	Peptic Ulcer	GI/nutrition	
65	Estradiol	Menopause	Hypogonadism	Women's Health	
66	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
67	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
68	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
69	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
70	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
71	Ethinyl Estradiol;	Contraception	Hormonal Imbala	Women's Health	
72	Etodolac	Inflammation		Inflammation/Pain	
73	Ezetimibe	Hyperlipidemia		Cardiovascular	
74	Famotidine	GERD	Peptic Ulcer	GI/nutrition	
75	Fenofibrate	Hyperlipidemia		Cardiovascular	
76	Ferrous Sulfate	Iron Deficiency Anemia		GI/nutrition	
77	Fexofenadine	Inflammation	Allergies	Inflammation/Pain	
78	Finasteride	Benign Prostatic	Male Pattern Bal	Men's Health	
79	Flecainide	Arrhythmia		Cardiovascular	
80	Fluoxetine	Anxiety/Depressi	OCD	Mental Health and Brain Health	
81	Fluticasone	Allergic Rhinitis	Asthma	Inflammation/Pain	
82	Fluticasone; Salr	Asthma	COPD	Inflammation/Pain	
83	Fluticasone; Ume	Asthma	COPD	Inflammation/Pain	
84	Fluticasone; Vila	Asthma	COPD	Inflammation/Pain	
85	Folic Acid	Folic Acid Deficie	Pregnancy	GI/nutrition	

86	Furosemide	Heart Failure	Edema/Hyperten	Cardiovascular	
87	Glimepiride	Diabetes		Metabolic	
88	Glipizide	Diabetes		Metabolic	
89	Hydralazine	Hypertension	Heart Failure	Cardiovascular	
90	Hydrochlorothiaz	Hypertension	Edema	Cardiovascular	
91	Hydrochlorothiaz	Hypertension	Cardiovascular D	Cardiovascular	
92	Hydrochlorothiaz	Hypertension	Cardiovascular D	Cardiovascular	
93	Hydrochlorothiaz	Hypertension	Cardiovascular D	Cardiovascular	
94	Hydrocortisone	Inflammation	Adrenal Insufficie	Inflammation/Pain	
95	Hydroquinone	Pigmentation	Wound healing	Inflammation/Pain	
96	Hydroxychloroqu	Rheumatoid Arth	Lupus	Inflammation/Pain	
97	Hydroxyzine	Anxiety/Insomnia	Allergy	Inflammation/Pain	
98	Ibuprofen	Pain	Inflammation	Inflammation/Pain	
99	Icosapent Ethyl	Hyperlipidemia		Cardiovascular	
100	Indomethacin	Inflammation		Inflammation/Pain	
101	Ipratropium	COPD	Rhinorrhea	Inflammation/Pain	
102	Irbesartan	Hypertension	Cardiovascular D	Cardiovascular	
103	Ketorolac	Inflammation	Pain	Inflammation/Pain	
104	Ketotifen	Inflammation	Conjuctivitis	Occular	
105	Labetalol	Hypertension		Cardiovascular	
106	Lactobacillus Aci	Dietary Supplem	Gastroenteritis	GI/nutrition	
107	Lactulose	Constipation	Hepatic encepha	GI/nutrition	
108	Latanoprost	Glaucoma	Ocular Hypertens	Occular	
109	Levocetirizine	Allergic Rhinitis	Urticaria	Inflammation/Pain	
110	Levothyroxine	Hypothyroidism	Goiter	Metabolic	
111	Lidocaine patch	Local Anesthesia	Pain	Inflammation/Pain	
112	Linaclotide	Constipation	Irritable Bowel	GI/nutrition	
113	Linagliptin	Diabetes		Metabolic	
114	Lisinopril	Hypertension	Heart Failure	Cardiovascular	
115	Loperamide	Diarrhea		GI/nutrition	
116	Loratadine	Allergic Rhinitis	Urticaria	Inflammation/Pain	
117	Losartan	Hypertension	Cardiovascular D	Cardiovascular	
118	Lovastatin	Hyperlipidemia	Cardiovascular D	Cardiovascular	
119	Magnesium Salts	Magnesium Supp	Constipation	GI/nutrition	
120	Meclizine	Vertigo	Motion Sickness	Mental Health and Brain Health	
121	Medroxyprogeste	Contraception	Hormonal Imbala	Women's Health	
122	Melatonin	Insomnia		Mental Health and Brain Health	
123	Meloxicam	Inflammation	Pain	Inflammation/Pain	
124	Memantine	Alzheimer Diseas	Dementia	Mental Health and Brain Health	
125	Mesalamine	Ulcerative Colitis	Inflammation	Inflammation/Pain	
126	Metformin	Diabetes	PCOS	Metabolic	
127	Methocarbamol	Muscle Spasm		Inflammation/Pain	
128	Methylprednisolo	Inflammation	Allergy	Inflammation/Pain	

129	Metoclopramide	Nausea/Gastropa	GERD	GI/nutrition	
130	Metoprolol	Hypertension	Cardiovascular D	Cardiovascular	
131	Mirabegron	Overactive bladder		Women's Health	
132	Mometasone	Allergic Rhinitis	Asthma	Inflammation/Pain	
133	Montelukast	Asthma	Allergic Rhinitis	Inflammation/Pain	
134	Nabumetone	Inflammation	Pain	Inflammation/Pain	
135	Naproxen	Pain	Inflammation	Inflammation/Pain	
136	Nebivolol	Hypertension	Heart Failure	Cardiovascular	
137	Niacin	Hyperlipidemia	Niacin Deficiency	GI/nutrition	
138	Nifedipine	Hypertension	Angina	Cardiovascular	
139	Nitroglycerin	Angina	Heart Failure	Cardiovascular	
140	Norethindrone	Contraception	Hormonal Imbala	Women's Health	
141	Nortriptyline	Depression	Neuropathic Pair	Mental Health and Brain Health	
142	Olmesartan	Hypertension		Cardiovascular	
143	Olopatadine	Inflammation	Conjuctivitis	Occular	
144	Omega-3-acid Et	Hyperlipidemia	Cardiovascular D	Cardiovascular	
145	Omeprazole	GERD	Peptic Ulcer	GI/nutrition	
146	Ondansetron	Nausea	Vomiting	GI/nutrition	
147	Oxybutynin	Overactive Bladder		Women's Health	
148	Pancrelipase Am	Enzyme replacement		GI/nutrition	
149	Pantoprazole	GERD	Peptic Ulcer	GI/nutrition	
150	Paroxetine	Depression	Anxiety	Mental Health and Brain Health	
151	Phenazopyridine	Inflammation		Inflammation/Pain	
152	Pioglitazone	Diabetes		Metabolic	
153	Polyethylene Gly	Constipation		GI/nutrition	
154	Pramipexole	Parkinson's	Restless Leg syn	Mental Health and Brain Health	
155	Pravastatin	Hyperlipidemia	Cardiovascular D	Cardiovascular	
156	Prednisolone	Inflammation	Allergy	Inflammation/Pain	
157	Prednisone	Inflammation	Allergy	Inflammation/Pain	
158	Progesterone	Hormone Replac	Infertility	Women's Health	
159	Promethazine	Nausea	Allergy	GI/nutrition	
160	Propranolol	Hypertension	Migraine/Anxiety	Cardiovascular	
161	Ramipril	Hypertension	Cardiovascular D	Cardiovascular	
162	Riboflavin	Vitamin Replacement		GI/nutrition	
163	Rimegepant	Migraine/Headache		Mental Health and Brain Health	
164	Rivaroxaban	Atrial Fibrillation	DVT/PE	Anti-coagulation/Anti-platelet	
165	Rizatriptan	Migraine/Headache		Mental Health and Brain Health	
166	Ropinirole	Parkinson Diseas	Restless Leg Syr	Mental Health and Brain Health	
167	Rosuvastatin	Hyperlipidemia	Cardiovascular D	Cardiovascular	
168	Sacubitril; Valsar	Heart failure	Cardiovascular D	Cardiovascular	
169	Senna; Docusate	Constipation		GI/nutrition	
170	Sertraline	Depression/Anxie	PTSD	Mental Health and Brain Health	
171	Sildenafil	Erectile Dysfunct	Pulmonary Hype	Men's Health	

172	Simvastatin	Hyperlipidemia	Cardiovascular D	Cardiovascular	
173	Sitagliptin	Diabetes		Metabolic	
174	Sodium Fluoride	Dental Health		GI/nutrition	
175	Solifenacin	Overactive Bladder		Women's Health	
176	Spironolactone	Heart Failure	Hypertension	Cardiovascular	
177	Sucralfate	Gastroenteritis/Ulcers		GI/nutrition	
178	Tadalafil	Erectile Dysfunct	Pulmonary Hype	Men's Health	
179	Tamsulosin	Benign Prostatic	Kidney Stones	Men's Health	
180	Telmisartan	Hypertension	Cardiovascular D	Cardiovascular	
181	Terazosin	Hypertension	BPH	Men's Health	
182	Thyroid	Thyroid Disease		Metabolic	
183	Ticagrelor	Cardiovascular Disease and Preve		Anti-coagulation/Anti-platelet	
184	Timolol	Glaucoma	Ocular Hypertens	Occular	
185	Tiotropium	COPD	Asthma	Inflammation/Pain	
186	Tizanidine	Muscle Spasm/MS		Mental Health and Brain Health	
187	Torsemide	Hypertension	Edema	Cardiovascular	
188	Triamcinolone	Inflammation	Allergy	Inflammation/Pain	
189	Valsartan	Hypertension	Cardiovascular D	Cardiovascular	
190	Venlafaxine	Depression	Anxiety	Mental Health and Brain Health	
191	Verapamil	Hypertension	Cardiovascular D	Cardiovascular	
192	Vitamin E	Vitamin E Deficiency		GI/nutrition	