

**AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE POLICY,  
LEGION HEALTH PA, LEGION HEALTH, INC., 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 “Office”).
- B. Legion Health PA and Legion Health, Inc. (jointly hereinafter “Participant”).
- C. The Division of Professional Licensing (hereinafter the “Division”).

**Section 2. Commencement Date and Participation Period**

- A. The term of this Agreement shall be twelve (12) months from the Commencement Date.
- B. The Commencement Date shall be the date on which Participant delivers written notice to the Office that the project is ready to proceed.

**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, transitioning to Utah Code § 13-72-401 effective May 6, 2026).
- C. Participant has applied to the Office for this regulatory mitigation and the applicant’s final proposal and safety protocol is incorporated in Schedule B of this Agreement (hereinafter referred to as the “Proposal”).
- 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 with respect to Participant's provision of services during the term of this Agreement using artificial intelligence technologies as detailed further in the Proposal. 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 by all parties and Participant has communicated the Commencement Date to the Office.

C. 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), transitioning to § 13-72-401(7) effective May 6, 2026). 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 the Proposal. The Proposal may be amended by Participant or the Office's Director (in consultation with the Division) as long as the amendment approval is in writing and signed by all Parties.

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 measures, testing protocols, 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 set forth in this Agreement.

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 may make public statements or engage in related publicity consistent with scope and purpose of this Agreement, except that Participant shall not include any statement in advertising, media or promotional materials that implies or could reasonably be construed as the Office or State of Utah's endorsement of Participant or Participant's technology, unless the Office provides prior written approval.

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 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.

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 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 and Pharmacists

1. When a Utah user indicates they are requesting the renewal of a prescription as described in 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 and 13-72a-203;
- 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 or shared by Participant; and

d. That the user is engaging with a temporary offering of AI technology through an agreement with Utah's Office of Artificial Intelligence Policy. Participant shall share with users a phone number and/or website address provided by the Office where users may provide feedback regarding the use of Participant's AI technology.

2. Disclosures to users shall be provided 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. Participant shall disclose the following to any pharmacist or pharmacy receiving prescription renewals authorized by this agreement:

a. That the prescription renewal was generated by artificial intelligence technology;

b. That such renewals are authorized by the Office of AI Policy and the Division of Professional Licensing pursuant to this agreement;

c. Contact information for Participant representatives that can answer any questions from the pharmacist or pharmacy.

d. A phone number and/or website address provided by the Office where the pharmacist or pharmacy may ask questions/provide feedback regarding the pharmacist's or pharmacy's experience with Participant's AI technology.

4. Participant shall disclose to the Office the manner in which they will communicate such required disclosures to pharmacists or pharmacies.

5. 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](mailto: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 from the State of Utah, 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 Utah-licensed prescribing clinician in accordance with sections 4-5 of the Proposal and the respective agreement rates between Participant's AI technology and a Utah-licensed prescribing clinician on acceptances and denials.

b. Trends or observations made by Participant's in-house or contracted 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 sections 4-5 of the Proposal.

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-2-103 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 and any reports provided to the Office in accordance with Participant's obligations in this Section as a protected record in accordance with Utah Code §§ 63G-2-305 and 63G-2-309.

**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 mutually agreeable plan for resolving any issues related to such obligations. In such an instance, Participant agrees to provide all reasonably requested information. Participant shall have at least thirty (30) business days, or a longer period if reasonably required given the nature of the issue, to propose and implement a cure. The Office shall not unreasonably withhold or delay acceptance of Participant's proposed plan or cure. If, after good-faith collaboration and the expiration of the applicable cure period, or if curing is not possible, Participant cannot put a plan forward to adequately resolve the issue, as determined by the Office, the Office may elect to terminate this Agreement 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 the services and technology provided by Participant under its Proposal and enabled by the mitigation granted in this Agreement.

**Section 9. Intellectual Property**

For the avoidance of doubt, nothing in this Agreement shall be construed to transfer, assign, license, or otherwise convey any intellectual property rights from one party to the other. Each party retains all right, title, and interest in and to any intellectual property it owned, developed, or otherwise controlled prior to entering into this Agreement, as well as any intellectual property it develops independently of this Agreement. No rights are granted by implication, estoppel, or otherwise except as expressly set forth in this Agreement.

**Section 10. 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 11. Termination**

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 by providing written notice to Participant. Upon receipt of such notice, the mitigation provisions shall continue to protect Participant for activities or services performed pursuant to the Proposal and are in compliance with the terms of this Agreement up to the effective date of termination of this Agreement, but shall not apply prospectively thereafter (Utah Code § 13-72-302(7), transitioning to Utah Code § 13-72-401(8) effective May 6, 2026).

### **Section 12. 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 13. 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 all Parties. This Agreement may be signed in counterparts, and may be signed electronically.


### **Section 14. Agreement Extension**

Participant may request an extension of up to 12 months for regulatory mitigation no later than 30 days before the end of an ongoing 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 (transitioning to Utah Code § 13-72-403 effective May 6, 2026).


**Section 15. 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 and the Agreement will be effective as of the Commencement Date described in Section 2.

  
Zach Boyd (Mar 18, 2026 15:33:55 MDT)  
**ZACHARY BOYD, PhD**  
**Director**  
**Office of Artificial Intelligence Policy**

**03/18/2026**  
**Date**

  
**MARK STEINAGEL**  
**Director**  
**Division of Professional Licensing**

**3/19/2026**  
**Date**

  
Jon Kole (Mar 19, 2026 08:11:38 EDT)  
**JONATHAN KOLE, M.D.**  
**President and CEO**  
**Legion Health, PA**

**3/19/2026**  
**Date**

  
Yash M Patel (Mar 19, 2026 08:21:05 PDT)  
**YASH PATEL**  
**CEO**  
**Legion Health, Inc.**

**03/19/2026**  
**Date**

# Schedule A

## Section 16. Mitigation Offered

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

A. During the participation period described in Section 2 of this Agreement, Participant may, using its artificial intelligence technology, authorize the renewal of a Utah resident's verified prescription and issue such prescriptions 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), in connection with the services and/or technology provided by Participant hereunder 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 Proposal, 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 against Participant 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 17(A) of this Agreement.

D. The Division will forgo enforcement of the following provisions against any affiliated professional entity or provider employed or contracted by Participant who (1) abides by the terms of this Agreement and of any agreement the entity or provider has with Participant; (2) 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 (3) does not interact directly with a patient or other health care provider:

1. Utah Code §§ 58-1-501(1)(a)(i),(d), and (f) and (2)(a)(i) and (a)(xiii) and administrative rule UAC R156-1-501(2)(b), for unlawful or unprofessional conduct relating to actions authorized by this Agreement; and
2. Provisions relating to unlawful or unprofessional conduct in Utah Code §§ 58-31b-501-503, 58-67-501-503, and 58-68-501-503, for unlawful or unprofessional conduct relating to actions authorized by this Agreement.

E. The Division will forgo enforcement of the following provisions against any affiliated professional entity or provider employed or contracted by Participant who (1) abides by the terms of this Agreement and of any agreement the entity or provider has with Participant; (2) acts in reliance on Participant's artificial intelligence technology to render clinical guidance, consultation, health education, care coordination, or other similar supportive services; and (3) does not interact directly with a patient or other health care provider:

1. Utah Code §§ 58-1-501(1)(a)(i),(d), and (f) and (2)(a)(i) and (a)(xiii) and administrative rule UAC R156-1-501(2)(b), for unlawful or unprofessional conduct relating to actions authorized by this Agreement; and
2. Provisions relating to unlawful or unprofessional conduct in Utah Code §§ 58-31b-501-503, 58-60-109-111, 58-61-501-503, 58-67-501-503, 58-68-501-503, and 58-70a-502-504, for unlawful or unprofessional conduct relating to actions authorized by this Agreement.

F. Nothing in this agreement applies to any other services offered by Participant on the Legion website or through any other manner other than the renewal of prescriptions as described in the Proposal, 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.

G. For the avoidance of doubt the mitigation described in Section 16 only applies to enforcement related to actions authorized by this Agreement and does not preclude enforcement actions for other unlawful or unprofessional conduct.

## **Section 17. 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, and not in violation of subsection (4) of such section if Participant's artificial intelligence technology follows the protocols outlined in section 4 of the Proposal.
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 protocols outlined in section 4 of the Proposal.
3. Subsection (5) of such section shall not apply to Participant's artificial intelligence technology.

B. Participants shall maintain patient's electronic health records in a portable format or allow patients to promptly download or share their electronic health records upon request.

C. Participant's artificial intelligence technology shall adhere to all requirements as a mental health chatbot as set forth in Utah Code § 13-72a.

D. Participant shall abide by the procedures and safety protocols in the Proposal 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 in section 2 of the Proposal.

# Schedule B

## The Proposal

### 0) Summary

Legion Health proposes a pilot under OAIP's AI Learning Lab / regulatory mitigation framework to evaluate a narrowly-scoped, safety-first "Mental Health Refill Autopilot" for a constrained set of **non-controlled** maintenance psychiatric medication renewals previously prescribed by a licensed health care provider.

AI determines eligibility and (when eligible) authorizes and transmits a renewal request to the pharmacy under an OAIP-approved protocol, with conservative eligibility gates, explicit disclosures/consent, phased review intensity, and clear escalation-to-clinician pathways for any uncertainty or out-of-scope case.

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### 1) Who we are

Legion Health is an AI-native, fully integrated psychiatry clinic. We deliver clinician-led care with AI-powered automations (intake summarization, population risk screening, operational automation, revenue cycle automation) and maintain documented safety protocols and auditability for clinical operations. We have completed tens of thousands of visits in Texas with exceptional clinical outcomes and patient satisfaction.<sup>1</sup>

#### 1.1 Why Utah / why now

- Prescription renewals are high-volume, high-friction, and directly tied to continuity of care and avoidable deterioration.
  - All of Utah's 29 counties have designated mental health shortages, and up to 500k (almost 20%) residents are not receiving *any* behavioral health care.
  - This pilot would allow Utahns to get high-quality mental healthcare much more quickly and much more affordably than ever before.
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### 2) Proposed pilot scope

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<sup>1</sup> 72 NPS (industry avg 35) and 5+ average visits completed per patient (industry avg 2.7).

## 2.1 Population

- Utah residents receiving services while physically located in Utah

## 2.2 Medication scope

### Psychiatric Formulary

Medication	On-Label Psychiatry Indications	Acceptable Off-Label Uses (Psychiatry)
Fluoxetine (Prozac)	MDD; Panic disorder; OCD	GAD
Sertraline (Zoloft)	MDD; Panic disorder; PTSD; OCD	GAD
Escitalopram (Lexapro)	MDD; GAD	-
Citalopram (Celexa)	MDD	GAD
Paroxetine (Paxil)	MDD; Panic disorder; PTSD; OCD	GAD
Venlafaxine XR (Effexor XR)	MDD; GAD; Panic disorder	-
Desvenlafaxine (Pristiq)	MDD	GAD
Duloxetine (Cymbalta)	MDD; GAD	PTSD
Bupropion SR (Wellbutrin SR)	MDD	ADHD adjunct; SSRI/SNRI sexual dysfunction
Bupropion XL (Wellbutrin XL)	MDD	ADHD adjunct; SSRI/SNRI sexual dysfunction
Trazodone (Desyrel)	-	Insomnia <i>Renew only if ≤150 mg nightly</i>
Mirtazapine (Remeron)	MDD	Insomnia; appetite <i>Renew only if baseline + q6-month metabolic/CV monitoring satisfied</i>
Buspirone (BuSpar)	GAD	SSRI/SNRI augmentation for anxiety
Hydroxyzine HCl (Atarax)	-	Anxiety PRN; insomnia PRN <i>Renew only with quantity</i>

		<i>limits + age cutoff</i>
Hydroxyzine pamoate (Vistaril)	-	Anxiety PRN; insomnia PRN <i>Renew only with quantity limits + age cutoff</i>

Excluded from pilot:

- controlled substances
- benzodiazepines/hypnotics
- antipsychotics, lithium/valproate, clozapine
- any medication requiring new labs/ECG for safe renewal

### 2.3 Clinical scope

- Renewals only (no new starts, no dose changes, no switching/cross-taper)
- Stability definition:
  - no recent dose changes
  - only for prescriptions **previously prescribed by a licensed health care provider**
  - no recent psychiatric hospitalization or acute safety escalation signals within 1yr
- Only standard refill durations (e.g., 30/60/90-day)
  - during pilot, maximum of 10 automated refills between provider reviews, or 6 mo, whichever is sooner

## 3) Patient experience (what a Utah patient sees)

1. Patient initiates "Request refill" (web/app).
2. **Disclosure + consent:** patient is told AI is used in the workflow, what it can/can't do, how to request human review, how data is used/shared for this pilot, and how to contact OAIP with concerns; patient must affirmatively acknowledge before proceeding.
3. Identity Verification
  - Patients complete identity verification through an identity verification vendor using government ID and biometric/selfie matching (or equivalent), to reduce wrong-patient and misuse risk.
4. Prescription Verification
  - Legion establishes prescription history including eligible refills:
    - Legion queries a pharmacy vendor for up-to-date prescription history.

- The patient may submit photographic evidence of the current medication (prescription label or pill bottle) to establish a verified prescription.
  - If discrepancies are detected (no prior medication found, different dose/schedule, etc), the case is automatically escalated to a Utah-licensed clinician.
5. AI-guided “micro-intake” collects only what’s needed for safe renewal:
- medication verification (name, dose, frequency, route)
  - indication review (what the medication is for)
  - efficacy assessment (is it helping / stable)
  - safety monitoring (new side effects / adverse effects)
  - allergy verification
  - clinical status update (recent major changes/medical events)
  - symptom assessment (focused, indication-relevant)
6. Psychiatry-specific safety screens (hard stops → escalation):
- suicidality/self-harm risk signals
  - mania/hypomania red flags
  - pregnancy/planning pregnancy status changes
  - severe adverse reactions or contraindication signals
7. Decision Pathways:
- **Approval:** if within scope and no risk/ambiguity, AI authorizes the renewal and transmits it to the patient’s pharmacy of choice; pharmacists are clearly informed the renewal originated from an AI system.
  - **Automated escalation:** any out-of-scope, risk, or ambiguity → Utah-licensed clinician review (and/or visit scheduling) before any renewal is sent.
  - **Patient-initiated escalation:** patient can request clinician review at any point.
  - **Pharmacist-initiated escalation:** pharmacist retains full authority to escalate to a Utah-licensed clinician.
  - **Escalation SLA:** Escalation to provider review queue for review or visit scheduling within 24 business hours
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## 4) Safety plan (what prevents harm)

### Summary: when AI WILL vs WON’T renew

AI WILL authorize and transmit a renewal only when all are true:

- Request is renewals-only (no new starts, no dose changes, no switching/cross-tapering) and is within the pilot's defined scope.
- Medication is on the Phase 1 formulary and is not excluded
- The prescription is verified against electronic prescription history
- Safety screening shows no escalation triggers (e.g., suicidality/self-harm risk signals, mania/hypomania red flags, pregnancy status changes, new/worsening symptoms or loss of efficacy, severe adverse effects, contraindication signals).
- Patient is within required clinician-touch cadence (during the pilot: max 10 automated refills between provider reviews, or 6 months—whichever is sooner).

AI WON'T renew (it routes to a Utah-licensed clinician before anything is sent) if any are true:

- Medication is not on the formulary or is excluded (controlled substances; benzodiazepines/hypnotics; antipsychotics and higher-risk mood stabilizers like lithium/valproate/clozapine; or renewals requiring new labs/ECG to continue safely).
- The request is not a straight renewal (new start, dose change, switching/cross-tapering), or the case is otherwise out-of-scope.
- Identity or prescription can't be verified with confidence
- Any risk/ambiguity is detected by the safety screens.
- Patient requests clinician review at any time, or pharmacy requests clinician review (target: review or visit scheduling within 1 business day).

## 4.1 Conservative eligibility gates

Hard stops that force escalation (examples):

- positive suicidality screen or acute risk signals
- new/worsening symptoms or loss of efficacy
- pregnancy/planning pregnancy status changes
- indications of mania/hypomania
- severe adverse effects or contraindication signals
- mismatch between patient request and medication ground truth

Testing for hard stops:

- Each hard stop is tested in two layers:
  - deterministic rails unit tests (rule to expected decision/reason code)
  - sandbox red-team scripts (synthetic cases that must fail closed)

## 4.2 Escalation-to-human protocols (always available)

- Any uncertainty → clinician review
- Any patient-requested escalation → clinician review
- Clinician SLAs and operational safety backstop for urgent cases
  - Escalation to provider review queue results in review or visit scheduling within 24 business hours
  - Provider can see chat log and patient medical records
  - Clinician can escalate to video call as needed
  - Patients outside clinical scope will be sent appropriate Utah referral resources including links and phone numbers
  - Urgent cases (defined as elevated patient risk) will be sent appropriate Utah referral resources

## 4.3 Auditability + sampling

- Every AI decision produces a structured “refill packet” with:
  - inputs, rule checks, safety flags, and a decision rationale
- Phased ramp stage-gated on concordance:
  - Phase A (pre-issuance review): 250 renewal requests reviewed by a Utah-licensed clinician before completion
    - Proceed to Phase B if concordance >98%
  - Phase B (intensive review): 1,000 with retrospective review
    - Proceed to Phase C if concordance >99%
  - Phase C (ongoing): ongoing periodic sampling (e.g., 5–10% monthly) + incident-driven audits
- Measurement of concordance for each case is as follows:

AI says	Provider says	Classification	Affect on concordance measurement
Refill	Refill	True positive	Concordant
Refill	Escalate	False positive	Discordant (counts against 98% goal)
Escalate	Escalate	True negative	Concordant
Escalate	Refill	False negative	Discordant but does <b>not</b> count against 98% goal (fine to have risk-averse safety slant in product)

#### 4.4 Legion Health Clinic current general safety protocols (for visibility)

- Legion uses clinician-led protocols, escalation pathways, and auditability safeguards across our AI-supported workflows
    - Clinician-led protocols and auditability standards
      - All AI-generated clinical co-pilot features are developed in collaboration with our clinical lead, including prompt development, iterations of clinical flows, etc
      - AI patient caseload introspection tools and metrics dashboards used to verify adherence to evidence based clinical protocols
    - How Legion avoids creating Cognitive Biases with Pre-Visit AI Summaries
      - AI summaries use detailed citations to explain source data and keep analysis grounded in verified facts
      - AI summaries explicitly indicate potential differential diagnoses based on available data, and clearly flag what additional questions could be asked to form conclusions such that the provider can investigate during the visit and come to a final conclusion based on their own expertise
      - AI summaries explicitly call out gaps in data or missing diagnostic pointers not present in the patient's medical history
      - AI summaries remind providers of Legion Health clinical protocols and required empirical tests or labs in scenarios where multiple courses of treatment are possible, or where observation alone is not sufficient
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### 5) Data posture + reporting (what Utah gets)

Data posture (security + HIPAA):

- Operate under a HIPAA compliance posture as a provider clinic; treat all patient-identifiable pilot data as PHI.
- Use encryption in transit/at rest, role-based access control (least privilege), and audit logging for access and critical actions.
- Maintain production vs test separation; do not copy production PHI into test environments.
- Subprocessors: require BAAs for any vendor touching PHI
- Incident response: maintain a documented incident response process and notify OAIP of defined pilot incidents within a bounded window after confirmation (target <= 72 hours).

Model refinement safeguards:

- Do not use PHI to train foundation models.
- During the pilot, improvements are limited to deterministic rails updates and prompt/template revisions informed by internal QA and an error taxonomy. PHI is not used to train foundation models; any external sharing for reporting uses de-identified/aggregated data and redacted excerpts.
- Any proposal to train/fine-tune on PHI is treated as a scope change requiring explicit approval and OAIP discussion before execution.

#### Retention and deletion (pilot vs post-pilot):

- Clinical record: retained per Legion's standard medical record retention policy.
- Pilot-only audit artifacts: retained through the pilot and OAIP closeout, then moved to reduced retention and purged.
- Deletion includes primary stores, backup rotation, and subprocessor deletions per contractual terms; deletion actions are logged.

#### No sale / sharing posture:

- No sale of identifiable patient data (PHI).
- No use of PHI for advertising/marketing or ad retargeting for this pilot (unless we obtain explicit patient authorization and update the pilot scope accordingly).
- We may use de-identified/aggregated data for analytics, safety monitoring, and public/policy reporting.
- Sharing is limited to:
  - care delivery operations and required subprocessors to run the pilot (BAA where PHI is involved),
  - OAIP reporting (de-identified/aggregated by default; redacted minimum-necessary excerpts only when needed for audit),
  - OAIP-approved third-party review if requested, under a data sharing agreement.

#### Monthly reporting (designed for OAIP safety + policy evaluation):

- Volume + disposition counts (approve / escalate / not eligible), with denominators defined.
- Per-drug disposition matrix.
- Escalation breakdown by initiator (system/human/patient/pharmacist) and reason codes; hard-stop trigger counts.
- Agreement/concordance on reviewed cases and an error taxonomy.
- Safety signals: incidents, complaints, urgent escalations within a defined lookback window.

- Redacted, de-identified excerpts sufficient to audit sampled cases and disagreements (minimum necessary; not full chat logs).
  - Longitudinal signals: 30/60/90-day repeat renewal rates; time-of-day/day-of-week distributions.
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## 6) What we are requesting from OAIP

We request a regulatory mitigation agreement (Doctronic-template-compatible) that allows the above renewal workflow in Utah within the defined scope, and OAIP coordination with the appropriate Utah regulators (e.g., DOPL and any other relevant agencies) to mitigate the specific state-level regulatory barriers implicated by AI-initiated renewal authorization.

- allowing AI to authorize **renewals only** of verified prescriptions to a Utah-licensed pharmacist
- telehealth statute compliance posture for AI when following the agreed workflow
- enforcement posture and “named prescriber” reliance posture (as applicable) **solely within the pilot scope**, while preserving DOPL’s authority for out-of-scope conduct

We acknowledge OAIP cannot change federal law and will structure the pilot accordingly