



MASTER AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE POLICY, THE DIVISION OF PROFESSIONAL LICENSING, AND INTERMOUNTAIN HEALTH

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. The Division of Professional Licensing, a division within the Utah Department of Commerce (hereinafter the “Division”)
- C. Intermountain Health Care, Inc., DBA Intermountain Health, is a Utah Section 501 (c)(3) nonprofit corporation (hereinafter “Participant”).

Section 2. Commencement Date and Participation Period

This Master Agreement (hereinafter “Agreement”) shall become effective upon execution by the parties as of the later of the dates listed in Section 17 and shall govern each subsequently executed Pilot Addendum (defined below).

Section 3. Purpose and Authority

- A. The Office is a state agency authorized to administer the Artificial Intelligence Learning Laboratory Program (Utah Code. § 13-72-301).
- B. The Office may, in consultation with relevant agencies, negotiate and grant limited regulatory mitigation agreements to further the purposes of the Artificial Intelligence Learning Laboratory Program (Utah Code § 13-72-401).
- C. The Division is a state agency that administers and enforces all licensing laws of Title 58, Occupations and Professions (Utah Code § 58-1-103).
- D. This Agreement establishes a reusable contractual framework under which the Parties may enter future project-specific regulatory mitigation arrangements (“Pilot Addendum”) involving artificial intelligence technologies, subject to applicable law and review by the Office.

E. This Agreement 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. No mitigation is granted under this Agreement unless approved in a written Pilot Addendum incorporated into this Agreement.

B. Any mitigation granted shall be limited strictly to terms expressly stated in a Pilot Addendum approved by the Office and, where applicable, any relevant agency.

C. Participant is subject to all applicable Federal, State and local laws not expressly waived or modified by the terms of this Agreement through Addenda, including any changes to existing law during the demonstration period (Utah Code § 13-72-401(7)). If relevant laws change during the demonstration period and affect the enforceability of any provision of this Agreement or future Pilot Addenda, the Office may require the parties to amend such agreements. If such amendment is required, the terms and mitigation described in this Agreement or future Pilot Addenda will remain in full force and effect until any amendment is executed. If no new agreement can be made, this Agreement or any affected Pilot Addenda will be terminated effective on the day the relevant law went into effect or when the parties mutually agree no amendment can be reached, whichever date is later.

D. Except as related to the relief granted in each future Pilot Addendum, nothing in this Agreement or any future Pilot Addendum 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 in the event such user or third party is harmed, physically or otherwise, as a result of using the Participant's AI technology.

E. Each approved Pilot Addendum shall include a Schedule A that expressly identifies: (i) the specific regulatory provisions waived or modified; (ii) any limitations on administrative or civil penalties; (iii) the applicable cure period(s); (iv) any safe harbor protections for compliant conduct; and (v) any limitations on enforcement actions by the Office, the Division, or other participating agencies. No Pilot Addendum shall become effective unless it includes a completed Schedule A addressing each of the foregoing items, even if the determination for a particular item is that it does not apply.

F. Upon execution of any approved Pilot Addendum, Participant shall receive the protections stated in the applicable Schedule A for the duration of the pilot period, subject only to the cure, termination, and enforcement provisions of this Agreement. The State and Division retain all rights to proceed with administrative enforcement against Participant for conduct falling outside of the Pilot Addendum.

G. For activities conducted in material compliance with an approved Pilot Addendum and the terms of this Agreement, the Office and the Division shall not initiate administrative enforcement action against Participant based solely on conduct expressly authorized by the applicable Pilot Addendum, unless Participant has first been provided written notice of alleged noncompliance and an opportunity to cure in accordance with Section 6.J.

H. Any administrative or civil penalty imposed, where applicable, by the Office or the Division for conduct within the scope of an approved Pilot Addendum shall not exceed the maximum amount expressly stated in the applicable Pilot Addendum Schedule A, unless Participant engages in gross negligence or willful misconduct.

Section 5. Future Pilot Addenda

A. Each Pilot Addendum shall substantially include the applicable information requested in this Agreement and any specific requirements outlined within the Addendum.

B. The Office reserves the right, following consultation with relevant agencies, to mandate that Participant utilize qualified third-party contractors to perform functions related to the vetting, review, and oversight of certain Pilot Addenda. If the Office notifies Participant that a third-party contractor is required for a pilot addendum and Participant does not withdraw its request for the pilot addendum, Participant shall be responsible for all costs associated with the engagement of such contractors as described in the Pilot Addendum. Any such costs shall be commercially reasonable and shall not exceed the amount approved by Participant in the Pilot Addendum without Participant's prior written consent.

Section 6. General 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 to monitor and minimize both known and potential risks from the activities of Participant's AI technology.

B. Safeguards

1. Participant shall abide by safeguards, including safety measures, testing protocols, quality improvement, and oversight methodologies outlined in each Pilot Addendum 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 future Pilot Addenda.

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 or subsequent Pilot Addenda.

C. 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 the Office's or State of Utah's endorsement of Participant or Participant's technology.

2. Except as related to the relief granted in this Agreement, 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.

3. In the event a Pilot Addendum is structured as a phased pilot, Participant shall not commence any succeeding phase without the prior written approval of the Office. The Office shall use reasonable efforts to timely respond to a phase-advancement request. If the Office does not respond within thirty (30) business days of receiving a completed phase-advancement request, such request shall be deemed approved.

D. Data Security

1. Participant shall comply with all privacy and safe data usage requirements as set forth in each Pilot Addendum and as stipulated by the Office.

2. 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 engaging in undisclosed targeted advertising.

E. Cybersecurity

1. 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:

- a. Keeping data system testing environments separate from production environments;
 - b. Maintaining reasonable server and storage capacity to enable continuous availability of data systems;
 - c. Formally managing technology assets through their lifecycle; and
 - d. Using integrity checking mechanisms to verify software, firmware, and information integrity.
2. Participant shall ensure that its cyber security framework is regularly updated to address emerging threats and vulnerabilities.

F. Disclosures

Participant shall abide by any disclosure requirements specified in each Pilot Addendum.

G. Reporting

1. Participant shall, for the duration of this Agreement, submit monthly, quarterly, and annual reports to the Office at ai@utah.gov as described in each Pilot Addendum. All reports shall include the information specified in each Pilot Addendum.
2. For the duration of this Agreement, the Office will make quarterly reports available to the public.

H. Mitigation Plan

For each Pilot Addendum, Participant shall provide a mitigation plan to manage identified risks, including establishing appropriate insurance coverage for any identified consumer risks.

J. Failure to meet obligations.

1. If Participant fails to meet any of the obligations set forth in Section 6 of this Agreement, the Office shall provide Participant with written notice describing the alleged deficiency in reasonable detail. Unless Participant engages in gross negligence or willful

misconduct, Participant shall have not less than thirty (30) calendar days from receipt of such notice to cure the deficiency or, if the deficiency is not reasonably capable of cure within thirty (30) days, to commence cure within such period and diligently pursue completion pursuant to a mutually agreed remediation plan.

2. Unless Participant engages in gross negligence or willful misconduct, no Pilot Addendum shall be terminated without the Participant's express, written consent, and no administrative remedies shall be pursued with respect to activities covered by such Pilot Addendum, unless (a) Participant has received written notice under Section 6(H)(1), (b) the applicable cure period has expired, and (c) Participant has failed to cure, has materially breached an agreed remediation plan, or has failed to put forward a mutually agreeable remediation plan. If Participant fails to meet the conditions in this section, the relevant Pilot Addendum may be nullified and thereafter the relevant agencies may pursue normal administrative remedies for activities previously covered by such Pilot Addendum.

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.

Office primary email: ai@utah.gov

Division primary email: dopl@utah.gov

Participant primary email: ResponsibleAI@imail.org

Section 8. Indemnification

1. 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 to the extent arising from Participant's negligence, gross negligence, willful misconduct, or material breach of this Agreement or any Pilot Addendum.

2. Participant shall have no indemnification obligation to the extent a claim arises from (i) the negligence, misconduct, or independent acts or omissions of the Office, the Division, or any other governmental entity; or (ii) actions Participant was directed or required to take by the Office or the Division under this Agreement or any Pilot Addendum.

3. The indemnified party shall provide prompt written notice of any claim, cooperate reasonably in the defense, and permit Participant to control the defense and settlement of such claim; provided that no settlement imposing obligations on the indemnified party or admitting fault on behalf of the indemnified party shall be made without its prior written consent.

Section 9. Intellectual Property

A. 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 (including algorithms, models, software, data structures, protocols, designs, developments, documentation, improvements, inventions, processes, techniques, technology, tools, and any other proprietary rights) it owns, develops, or otherwise controls, whether created before, during, or after the term of this Agreement, and regardless of whether such development occurs in connection with, in performance of, or independently of this Agreement. No rights are granted by implication, estoppel, or otherwise.

B. New IP shall be governed by terms provided in the applicable Pilot Addendum.

Section 10. Public Records

A. 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, records in the Office’s possession, including 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 required by Section 6(H) of this Agreement as protected records, where permitted by applicable law, in accordance with Utah Code §§ 63G-2-305 and 63G-2-309, except where explicitly stated in this Agreement or a Pilot Addendum

B. Participant shall submit all confidentiality claims to the Office in accordance with Utah Code § 63G-2-309 for any confidential, proprietary, or trade secret information. To the extent permitted by GRAMA, the Office shall treat Participant’s additional information (collectively, with Participant’s application and any required reports, “Participant Information”) submitted in connection with this Agreement or any Pilot Addendum as protected records in accordance with Utah Code § 63G-2-305, except where explicitly stated in this Agreement or a Pilot Addendum. The Office shall provide Participant with prompt written notice of any GRAMA request or other legal process seeking disclosure of Participant Information and, where permitted, a reasonable opportunity to seek protection prior to disclosure. To the extent disclosure is required, the Office shall disclose only the portion required by law and use reasonable efforts to redact Participant

Information. The Office shall use Participant Information solely for purposes of administering this Agreement and shall not use such information to develop or train artificial intelligence systems without Participant's prior written consent.

Section 11. 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 12. Termination

A. Except as otherwise provided in Sections 6(H) and 14(J), 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. (Utah Code § 13-72-401(8)). Receipt of such notice shall immediately terminate this Agreement, unless the Parties stipulate otherwise. Upon termination, Participant shall no longer be protected by the mitigation provisions of this Agreement as of the date of termination.

B. Any active Addendum may be separately terminated or wound down pursuant to its own terms.

C. Termination of this Agreement shall not relieve Participant of any final report obligations specified in this Agreement or a Pilot Addendum.

Section 13. Assignment, Transfer, and 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 14. Additional Terms

A. Participation.

All Intermountain Organization members may participate under this Agreement or a Pilot Addendum. "Intermountain Organization" means Participant, Intermountain Health Care, Inc., and all entities now or hereafter owned or controlled by Intermountain or Intermountain Health Care, Inc. ("Intermountain Subsidiaries"), and all hospitals, health care facilities, clinics,

physician offices, and other operations, now or hereafter owned, leased, operated, or managed by Participant, Intermountain Health Care, Inc., or an Intermountain Subsidiary. All contract and sales discussions for any Intermountain Organization member and Participant facility must take place with Participant's supply chain organization. All Participant responsibilities articulated in this Agreement and Pilot Addenda shall extend to participating Intermountain Subsidiaries.

B. Appropriations.

Participant's obligations under Pilot Addenda are subject to the availability of funds. If funding is reduced, discontinued, or not appropriated for any activity contemplated under a Pilot Addendum, Participant may reduce or terminate its participation in the affected Pilot Addendum upon fifteen (15) days' written notice, without penalty or liability for such reduction or termination. This provision shall not relieve Participant of obligations related to patient safety, transition, indemnification or final reporting that have accrued prior to the effective date of such reduction or termination.

C. Procurement.

To the extent a Pilot Addendum requires Participant to procure goods, services, or technology from third parties, such procurement shall be conducted in accordance with Participant's internal procurement policies and procedures. Nothing in a given Pilot Addendum shall be construed to require Participant to waive competitive bidding requirements, sole-source justification processes, or vendor qualification standards that would otherwise apply to such procurement under Participant policy.

D. Public Entity Status.

Participant is a Utah Section 501(c)(3) nonprofit corporation. Participant is not a governmental entity, political subdivision, or public entity as defined under Utah law. Nothing in this Agreement or a Pilot Addendum shall be construed to confer public entity status on Participant or to subject Participant to obligations applicable solely to governmental entities, including but not limited to the Government Records Access and Management Act (GRAMA), except as expressly agreed in this Agreement. Notwithstanding the foregoing, Participant acknowledges that the Office and the Division are governmental entities subject to GRAMA and agrees to cooperate with the Office's obligations where applicable to this Agreement or a Pilot Addendum and such cooperation is required by law.

E. Responsible AI Use.

All AI technologies deployed under each Pilot Addendum shall comply with Participant's Responsible AI Use Policy, which is incorporated by reference and attached as Schedule A to this Agreement.

F. Independent Parties; No Agency.

The relationship between Participant and the Office and Division is that of independent contracting parties. Nothing in this Agreement or a Pilot Addendum shall be construed to create an employer-employee relationship, joint venture, partnership, or agency relationship between or among the parties. Employees, agents, and contractors of Participant are not employees, agents, or contractors of the State of Utah, and vice versa.

G. PHI, PII, and PCI.

1. Personal Information. “Personal Information” means personally identifiable information (PII), payment card industry information (PCI), and protected health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA). PHI includes, without limitation, any data or information concerning a patient’s treatment, procedure, medicine, drugs, diagnosis, therapy, surgery, outcome, history, genetics, disclosure, behavior, name, address, or other identifying information of, or applicable to, any patient.

2. BAA/DSA. If Participant permits Office or Division to create, use, disclose, access, de-identify, aggregate, maintain, or transmit (“Use”) any Personal Information, then Officer or Division must first sign, and require its contractors to sign a mutually agreed upon business associate agreement (“BAA”) or data security agreement/attachment (“DSA”). Officer or Division and its contractors may only Use Personal Information as provided in the applicable BAA or DSA. The BAA and DSA are independent and stand alone from this Agreement and survive its termination. This Agreement or Pilot Addenda do not amend, alter, or limit the BAA or DSA. If a conflict arises between this Agreement, the Pilot Addenda, and the BAA or DSA regarding Personal Information, the BAA or DSA, as applicable, governs.

3. Unintentional Disclosure. If Officer or Division discovers Personal Information has been shared without a BAA or DSA, then Officer or Division will notify Participant immediately in writing and follow Participant’s instructions for returning or destroying that Personal Information.

H. Transition Upon Termination.

If the safety, health, or well-being of any patient could be jeopardized or compromised by terminating this Agreement or a Pilot Addendum, then Participant will have a reasonable period to transition to substitute computer programs, products, and solutions affected by the termination of this Agreement or a Pilot Addendum. If requested by Participant, Office and Division will continue the Agreement or Pilot Addendum during this transition period, and Participant will mitigate the reasons for the Agreement or Pilot Addendum termination where commercially reasonable.

J. Dispute Resolution.

If a dispute arises between the Parties regarding this Agreement or a Pilot Addendum, the Parties must first attempt to informally resolve the dispute before taking formal termination for breach Agreement procedures or other legal remedies. The Parties will arrange in-person meetings or telephone conferences at mutually convenient times and places. The Parties will use reasonable and good faith efforts in this escalation process to respond promptly and to resolve the dispute for not less than 30 days from the start of the dispute.

K. Injunctive Relief.

Notwithstanding any other provision in this Agreement or a Pilot Addendum, the Parties acknowledge that certain Pilot Addendum breaches may result in damage not adequately redressed by monetary damages and legal remedies alone. Accordingly, if either Party discloses or threatens to disclose the other Party's Confidential Information or breaches any provision of this Agreement or a Pilot Addendum that might jeopardize patient care, that non-breaching Party is entitled to injunctive and other equitable relief without requirement of posting bond, including, without limitation, preliminary and permanent injunctions and specific performance.

L. Force Majeure.

"Force Majeure" means any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, pandemic or other public health crisis, government restrictions, insurrection, war, or other reason not the delayed party's fault. If Force Majeure prevents a Party from performing under this Agreement or a Pilot Addendum, that performance is excused for the Force Majeure period. Any delay caused by a Force Majeure event will not automatically result in an extension of Participant's performance period.

M. No Publicity.

Office nor Division will not distribute any publicity regarding this Agreement or a Pilot Addendum or use Participant as a business reference in any form without receiving prior written approval from Participant's Chief Strategy Officer.

O. Miscellaneous.

1. Amendment; Waiver; Cumulative Remedies. The Parties may amend this Agreement only in a written document signed by both Parties. No failure by either party to enforce or exercise any right under this Agreement is a waiver. A waiver must be in writing and is valid only for what is specified in that written waiver. All remedies provided in this Agreement, at law, or in equity, are cumulative and do not limit a Party's other available rights or remedies.

2. Notices; Time. Every notice under this Agreement must be in writing, addressed to the appropriate party (as determined between the Parties), and delivered to the other Party by email or by either overnight courier or first-class U.S. Mail (postage prepaid and return receipt requested). Time is of the essence in complying with the terms of this Agreement.

3. Severability; Survival. If a court determines that a provision — or a provision's application or interpretation — is invalid or unenforceable, then the remainder of this Agreement remains in full force and effect. The Parties will interpret the remainder of the Agreement, and the invalid or unenforceable provision, in a way that most accurately achieves the Parties' intent in entering into this Agreement. In addition to the provisions that are expressly made to survive this Agreement, the provisions that by their nature are intended to survive, will survive this Agreement's termination.

4. Relationship; Third Party Beneficiaries. The Parties are independent contractors, and this Agreement does not constitute — and must not be construed to create — a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. This Agreement does not create any right in, or inure to the benefit of, any third parties.

5. Counterparts; Section Headings. The Parties may sign this Agreement in counterparts, which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The Parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail. Each section heading in this Agreement is for convenience only and does not modify or restrict any Agreement term.

6. Authorization. Each Party will have a duly authorized representative sign this Agreement, and each signature constitutes conclusive proof of that person's authority to bind the Party represented by that person. Office and Division warrants it is duly organized and existing, is in good standing under its jurisdiction's laws regarding organization and has the authority to sign and perform this Agreement.

Section 15. Entire Agreement

- A. Each approved Pilot Addendum shall be incorporated into this Agreement.
- B. This Agreement, together with all future Pilot Addenda approved by the Office, shall jointly constitute the entire agreement between the Parties regarding the subject matter hereof.
- C. This Agreement, together with all Pilot Addenda approved by the Office, supersede any other written or oral understanding of the Parties. In the event of a conflict between this Agreement and a Pilot Addendum, this Agreement governs. 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 16. Agreement Extension

Participant may request no more than two (2) extensions of up to 12 months for regulatory mitigation granted in each Pilot Addendum. Extension requests must be made no later than 30 days before the end of the ongoing 12-month period. The Office, in agreement with the Division, shall grant or deny an extension request before expiration of the initial demonstration period in accordance with Utah Code § 13-72-403.

Section 17. 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 and it shall be effective as of the later of the dates listed below.


Zach Boyd (Sep 8, 2026 14:07:42 CDT)
ZACHARY BOYD, PhD
Director
Office of Artificial Intelligence Policy



MARK STEINAGEL

Director

Division of Professional Licensing



DAN LILJENQUIST

Chief Strategy Officer

IHC Health Services, Inc.