AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE POLICY, DENTACOR, 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. Dentacor, LLC (hereinafter "Participant").

C. The Division of Professional Licensing, a division within the Utah Department of Commerce (hereinafter "the Division").

Section 2. Effective Date and Demonstration Period

The demonstration period of this Agreement is for 12 months, beginning on the date this Agreement is executed, as set forth in section 14.

Section 3. Purpose and Authority

A. The Office is a state agency with the authority to grant limited regulatory mitigation agreements to further the purposes of the artificial intelligence Learning Laboratory program. (Utah Code § 13-72-302)

B. Participant has applied to the Office for this regulatory mitigation and the application is incorporated in Schedule B of this Agreement.

C. The Office has determined that granting Participant limited regulatory mitigation will meaningfully contribute to the objective of the Office in furthering innovation in artificial intelligence technologies in the state.

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 any artificial intelligence technology.

Section 4. Scope of Mitigation

A. The Office, in consultation with the Division, grants regulatory mitigation to Participant as outlined in Schedule A.

B. It is agreed and understood that this Agreement only grants mitigation as specified in Schedule A.

C. 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 individual patients, 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 Test

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 "Schedule B". Schedule B and any study protocol may be amended by the Director of the Office (in consultation with the Division, Participant, and any person conducting a study protocol) as long as the amendment approval is in writing.

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

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 develop and test the proposed artificial intelligence technology. Participant shall also have an effective plan to monitor and minimize both identified and unknown risks from their projects specified in the testing plan.

B. Safeguards

1. Participant shall abide by safeguards and methodologies outlined in Schedule B l to protect patients and stakeholders, as specified in Section 15, from potential harm that may result from their activities. Participant shall abide by any other safeguards prescribed by the Office in writing.
2. Participant is fully responsible for the proper and efficient monitoring, operation and maintenance of any projects stemming from the mitigation granted in this agreement.
3. In the event a patient or third party is harmed as a result of using the AI-assisted radiograph diagnostic tool, nothing in this Agreement prevents the patient, 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 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 project 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 in accordance with Utah Code § 63A-19-102. Participant shall comply with all privacy and safe data usage requirements as stipulated by the Office. Participant shall not use any information, technology, or advantage gained from regulatory mitigation in a manner that is illegal, unethical, or contrary to public interest, including but not limited to, selling patient data or information or using patient 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

1. Participant shall implement reasonable protections against data leaks to minimize the risk of breach of confidential information in accordance with the State of Utah Enterprise Information Security Policy 5000-0002. These protections include, but are not limited to:
    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 cybersecurity 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. Reporting

1. Participant shall submit a monthly report to the Office at ai@utah.gov. Monthly reports may be reviewed by third-party expert researchers or research organizations approved by the Office. Monthly reports shall detail information regarding:
   a. The number and demographics of patients receiving each of the procedures authorized by this Agreement.
   b. A detailed assessment of the efficacy of the AI-assisted radiograph diagnostic tool, including any incidents or patient complaints from any such procedures.
   c. Any findings, impact analyses, technology assessments, information about patient complaints, and other relevant information reported by dental hygienists.
2. In response to any patient complaint filed with the Office or any action reasonably likely to constitute an incident as described in schedule A, the Office may request records, documents, and data from Participant regarding its demonstrated use of the AI-assisted radiograph diagnostic tool under this Agreement and Participant will make such records, documents and data available for inspection.
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 demonstration including any incidents of harm, legal action filed against Participant as a result of the demonstration, and complaints filed as a result of the demonstration.
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 UORR, 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))

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, including Schedule B and any study protocol to be included as Schedule C, 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 (May 30, 2025 13:47 MDT)

05/30/2025
_____

ZACHARY BOYD
Director, Office of Artificial Intelligence Policy

Date

_____
Nate Wilson (May 29, 2025 12:29 MDT)

05/29/2025
_____

NATHAN WILSON
CEO of Dentacor, LLC

Date

_____

05/31/2025
_____

MARK STEINAGEL
Director, Division of Professional Licensing

Date

Schedule A

Section 15. Mitigation Offered

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

A. During the demonstration period described in section 2, dental hygienists employed by Participant and possessing a valid license issued by the Division under Utah Code § 58-69-301(2)(b) may diagnose the following conditions with the concurrence of an AI-assisted radiograph diagnostic tool in lieu of under the general supervision of a dentist and only for the purpose of the procedures described in subsection B by dental hygienists employed by Participant:

1. Periodontal disease
2. Complete edentulism
3. Complete anodontia

B. During the demonstration period described in section 2, dental hygienists employed by Participant and possessing a valid license issued by the Division under Utah Code § 58-69-301(2)(b) may perform only the following procedures in conjunction with the diagnoses described in subsection A.

1. Scaling and root planing
2. The installation and fitting of full dentures

C. Participant shall abide by approved procedures in the testing lan to ensure that dental hygienists using an AI-assisted radiograph diagnostic tool:

1. Fulfill all other statutory requirements for dental hygienists engaging in the practice of dental hygiene described in Utah Code § 58-69-102(10).
2. Obtain the informed consent of any patient undergoing any of the procedures described in section 15(B), including the informed consent that a dentist is not supervising any such procedure which shall include an explanation that a dental hygienist does not have the full range of training or scope of practice that a dentist has.
3. Avoid any misrepresentations regarding the use of an AI-assisted radiograph diagnostic tool to accurately diagnose any dental condition.
4. To the extent practicable, conduct an individual review of the patient's general health to assess whether there are any underlying conditions or extenuating circumstances for which the procedures described in subsection B may be inappropriate for that particular patient.
5. Submit an appropriate testing plan, which the Office accepts before this Agreement can take effect. Then adhere to those plans, with any significant changes approved by OAIP.

D. The Division will forgo any enforcement action for unlawful or unprofessional conduct as defined in Utah Code § 58-69-5 during the demonstration period, 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 as defined in Utah Code § 58-69-5.

Schedule B

Proposal and Safety Protocol for Dentacor LLC Participation in the Utah Office of Artificial Intelligence Policy Pilot Program
Nathan Wilson, CEO, Dentacor LLC
Date:5/22/2025

INTRODUCTION

Dentacor's purpose and passion is to close one of the most overlooked gaps in healthcare: access to oral health for society's most vulnerable. While dental care is often framed as secondary, its absence fuels a cascade of preventable crises: homelessness, chronic pain, unemployment, lost dignity, and worsening cycles of poverty, addiction, and incarceration. In Utah, tens of thousands silently suffer from advanced dental disease simply because they cannot access timely or affordable care. It is one of the most preventable factors for pain and cyclical poverty that exists in Utah and nationwide.

This pilot, in partnership with the Utah Office of Artificial Intelligence Policy, is more than a regulatory mitigation, it is a moral and clinical imperative. It allows us to responsibly test how a new and societal shifting AI technology, when used with the purpose for the good of the whole, can create a system where everyone has a chance for an equitable present and future. This technology has the potential to replicate and scale, select duties of health professionals, so that they can focus on what is most important, the human being in front of them.

By combining human compassion and intuition with technological precision, we have an opportunity to reimagine how care reaches people; not just in health clinics, but in shelters, in recovery programs, in transitional housing; meeting people where they are. It can create a world where basic preventative care is abundantly accessible, and clinical care is utilized for its full purpose.

Our vision is not to replace clinical expertise, but to extend it; amplifying each provider's capacity to serve, and creating room for more human connection, where it matters most. We did not begin with AI, we began with patients no one else was reaching. We began by seeing firsthand how hope truly does save lives, and being able to smile again changes lives. But as the gaps grew wider, and the need for scalable tools became more urgent, we saw that AI technology, used responsibly , could become part of the solution. This is not a distant vision. It is a necessary evolution, one already in motion, and one we are responsible to shape wisely, now.

Current Challenges & Opportunity

The oral health care gap in Utah's most vulnerable population is extreme and is at a critical level with a continually decreasing number of dentists accepting Medicaid while an increasing number of people need care. The statistics are sobering: Over 80% of homeless adults have periodontal disease, over 40% of homeless adults need a denture but don't currently have one, over 25% of homeless adults have attempted self extraction of their teeth.

AI radiograph diagnostic tools have already surpassed benchmarks of diagnosing at the level of a junior dentist and only keep increasing in accuracy. By utilizing Dentacor's mobile dental hygiene model, combined with the diagnostic capability of AI, we anticipate to at least double the amount of patients we are able to see without increasing staff. This pilot program will allow us to see people that have been in pain and felt shame around their smile for years, and assist in providing basic care while also maximizing the mobile model to refer patients to licensed professionals to effectively receive the care and hope they need and deserve.

Clinical Use Case

The AI diagnostic tool will assist Registered Dental Hygienists (RDH) in the detection and diagnosis of:

- Periodontal disease

- Edentulism, anodontia, or full arch tooth loss (upper, lower, or both)

These conditions are critical in determining the need for scaling and root planing (SRP), denture fabrication, or referral for further dental treatment. Both SRPs and dentures are some of the highest needed services in vulnerable demographics. The AI tool will analyze radiographic images uploaded securely through Dentacor's HIPAA-compliant patient management system.

Methodology and Workflow

- An RDH will perform an initial clinical assessment and upload x-rays via a secure interface.

- The AI-assisted radiograph diagnostic tool will analyze the radiographs and generate structured findings.

- A dual-verification protocol will be followed:

  - Diagnosis must be confirmed by both the hygienist and the AI system.

- In cases of disagreement or uncertainty, the case is automatically escalated to a licensed dentist for final diagnosis.

- This protocol applies to all diagnostic determinations relevant to SRP and full dentures.
- All other procedures outside the scope of an RDH will be referred to a local licensed dentist for diagnosis and treatment.

Safety Protocols

Dentacor is committed to ensuring that patient safety, diagnostic integrity, and professional standards are upheld throughout the pilot. The following safeguards will be implemented:

1. **Human Oversight:**

   - All diagnoses must be confirmed by a licensed hygienist before treatment is initiated.

   - AI output is used as a verification, not a replacement, for clinician judgment.

   - Discrepancies trigger automatic review by a licensed dentist.

2. **Critical Case Escalation:**

   - If the AI flags urgent or unusual findings, the hygienist is notified immediately.

   - Cases are escalated to a supervising dentist for prompt review and action.

3. **Data Security and Privacy:**

   - No identifiable patient data is transmitted beyond what is necessary for standard treatment documentation.

   - All data is managed within a secure, HIPAA-compliant patient management platform.

4. **Training and Quality Assurance:**

   - All participating hygienists will be trained on the use of the AI -assisted radiograph diagnostic tool and escalation protocols.

   - Any discrepancy of diagnosis between a Dental Hygienist and the AI system will be automatically flagged for manual review to ensure accuracy and further

refinement.

Monitoring and Reporting

Dentacor will submit a monthly report to the Utah Office of AI Policy outlining:

- Number of patients assessed with the AI system

- Summary of cases where escalation was required

- Any system issues, errors, or adverse outcomes

- Observations on effectiveness, efficiency, and areas for improvement

Reports will not include PHI and will follow all applicable privacy and regulatory guidelines.

CONCLUSION

Technology alone will not solve the inequities in healthcare. But when applied with efficient delivery, passion, and medical expertise, it can remove barriers that have persisted for generations.

This pilot hopes to be one piece of a step toward a more inclusive future, where AI supports rather than substitutes, and where the value of a provider is multiplied rather than displaced. By safely enabling diagnostic support for our RDH's, we can deliver faster treatment, earlier interventions, and life-changing care to people who have been and feel invisible to the system, to give hope to people that feel forgotten.

We believe this approach can serve as a blueprint, not just for Utah, but nationally, for how AI can be integrated into safety-net care with measurable outcomes and ethical guardrails. If this pilot proves successful, it opens the door to scaling AI-supported, human-led diagnostic care across shelters, rural towns, tribal communities, and other care deserts nationwide, multiplying clinical reach without multiplying cost.

At its core, this initiative is about restoring something fundamental: the right to smile without pain, to speak without shame, to eat, to work, to heal.

Too often, vulnerable populations become the last to benefit from innovation. This pilot reverses that pattern. Dentacor is proud to help take part in this work, and to contribute to a future where innovation serves not the fortunate few, but the millions still waiting to be seen.

Everyone Deserves To Smile Proudly.