

**AGREEMENT BETWEEN THE OFFICE OF ARTIFICIAL INTELLIGENCE POLICY,
ELIZACHAT INC., AND THE DIVISION OF PROFESSIONAL LICENSING**

I. 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. Elizachat Inc., a participant in the Learning Laboratory (hereinafter “Participant”).
- C. The Division of Professional Licensing, a division within the Utah Department of Commerce (hereinafter “the Division”).

II. Effective Date and Demonstration Period

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

III. 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 application is incorporated in Schedule B of this agreement.
- D. The Office has determined that granting Participant limited regulatory mitigation will meaningfully contribute to the objectives of the artificial intelligence Learning Laboratory program.
- E. 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.

IV. 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 the 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 users, 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.

V. Scope of Test

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

B. Participant shall also abide by limitations on number and types of users, geographic limitations, and/or other limitations prescribed by the Office.

C. Participant may not use regulatory mitigation specified in this agreement to create goods, services, or labor not specified in the Testing Plan.

VI. 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 the Testing Plan to protect users and stakeholders, as specified in Section XVI, from potential harm that may result from their 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 projects 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 ElizaChat app, nothing in this agreement prevents the user, 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 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 State of Utah Enterprise Information Security Policy 5000-0002. These protections include, but are not limited to:

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. Before granting users access to any functions of the ElizaChat app, 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 § 13-2-12(4);
 - c. That the ElizaChat app is undergoing testing, may not function as intended, and may expose users to certain risks identified in Participant's Testing Plan.
 - d. The precise manner, means, and extent in which all user data and information, including all correspondence with the ElizaChat app, will be used and shared by Participant; and
 - e. That a user may contact the Office and file a complaint regarding the use of the ElizaChat app. 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 the ElizaChat app.
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. Phased roll-out

Participant agrees to a three-phased rollout of the ElizaChat app. This agreement shall commence with Phase One and each subsequent phase shall occur only upon written approval from the Office. During Phase One, Participant shall give the Office user access to the ElizaChat app as part of a "trusted tester" study prior to releasing the ElizaChat app to any student users. During Phase Two, Participant shall select a group of student users, the size and location of which shall be reviewed by the Office to further test the ElizaChat app. During Phase Three, Participant may offer access to the ElizaChat app to all students in Utah school districts.

I. Reporting

1. Participant shall submit a monthly report to the Office at ai@utah.gov. Monthly reports shall detail information regarding the ElizaChat app users including research findings, 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
 - b. Trends or observations made by Participant's in-house clinicians
 - c. Excerpts from successful and unsuccessful applications of the ElizaChat app

2. In response to any user 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 ElizaChat app under this Agreement and Participant will make such records, documents and data available for inspection.
3. Participant will notify the Office of any incidents that result in harm to the health, safety or financial well-being of a user within 24 hours of such incident occurring.
4. No 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 to users, legal action filed against Participant as a result of the demonstration, and complaints filed as a result of the demonstration.
5. 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.

VII. Notice

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

VIII. 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.

IX. 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.

X. 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))

XI. 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.

XII. 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.


XIII. 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.

XIV. 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.


Zachary Boyd (Nov 14, 2024 14:25 MST)

ZACHARY BOYD
Office Director

11/14/2024

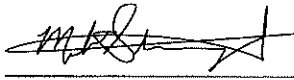
Date


David Barney (Nov 15, 2024 12:43 MST)

DAVE BARNEY
CEO ElizaChat Inc.

11/15/2024

Date



MARK STEINAGAL
Director, Division of Professional Licensing

11/18/2024

Date

Schedule A

XV. Mitigation Offered

The Office, with approval from the Division, grants Participant the following regulatory mitigation measures:

A. During the Demonstration Period described in section II, Participant may, with permission from participating school districts, make the ElizaChat app available to students in accordance with the rollout schedule described in Section VI(H).

B. Participant shall abide by approved procedures in the Testing Plan to identify and prevent the ElizaChat app from engaging in the practice of mental health therapy or any other licensed professional practice. If the Office or the Division determines that the ElizaChat app has engaged in the practice of mental health therapy with student users as defined in Utah Code §§ 58-60-102(17) and 58-61-102(8) or other licensed professional practice, it shall constitute an incident pursuant to this agreement.

C. If an incident occurs, the Division will forgo any enforcement action for unlawful or unprofessional conduct as defined in Utah Code § 58-1-501(1) and (2), respectively, and any administrative penalties for engaging in the practice of mental health therapy as defined in Utah Code §§ 58-60-102(17) and 58-61-102(8) as it relates to the incident during a 30-day cure period outlined in Section XV(D-E).

D. Participant shall have 30 days to cure any incidents that occur during the demonstration period. During the cure period the Division will forgo any enforcement action for unlawful or unprofessional conduct as defined in Utah Code § 58-1-501(1) and (2), respectively, and any administrative penalties for engaging in the practice of mental health therapy, so long as Participant makes a good faith effort to follow the curing procedure detailed in Section XV(E).

E. The curing procedure for engaging in an incident as defined in Section XV(C) is as follows:

1. Participant shall immediately report any activity constituting an incident to the Office. Reports shall include:
 - a. Notifying the Office of the action constituting an incident.
 - b. Notifying the Office of the user(s) involved in the incident.
 - c. Notifying the Office of any harm suffered by the user(s) as a result of the incident.
 - d. Notifying the user(s) involved in the incident of the action constituting an incident.
 - e. Making a good faith effort to remediate the incident and any harm resulting from the incident.
 - f. Making a good faith effort to avoid repeat incidents.

F. The scope of regulatory mitigation will be limited to incidents of the licensed practice of mental health therapy as defined in Utah Code §§ 58-60-102(17) and 58-61-102(8). For the avoidance of doubt, this mitigation does not extend to any claim brought by individual users or their parent/legal guardian, injured

third parties, or any claim brought by the State of Utah or any of its political subdivisions other than the Division of Professional Licensing.

XVI. Additional Participant Obligations to Users

Participant agrees to the following requirements to qualify for the mitigation measures outlined in Sections IV and XV:

A. Users who demonstrate high risk behavior, as determined by Participant, shall be promptly shared with ElizaChat's clinical team and emergency contacts for the users. Users who demonstrate high risk behavior shall also promptly be connected with a licensed psychologist or therapist for a real-time intervention, as stated in the Testing Plan.

B. Participant shall also abide by any limitations agreed upon with any school district where Participant makes the ElizaChat app available to student.

C. Participant shall ensure that all user data will be anonymized and stored securely in accordance with HIPAA regulations, as stated in the Testing Plan.

D. Participant shall disclose to users and to the school district how user data will be used/stored by Participant. This includes any encryption and anonymizing of data as well as procedures for how to request deletion of user accounts and data

E. Participant shall, in accordance with industry standards, obtain parental consent in writing prior to engaging in regular activity with users under the age of 18 using the ElizaChat app.

Schedule B

Proposal for Elizachat Inc. Participation in Utah Department of Commerce AI Lab

Dave Barney, CEO ElizaChat Inc
June 2024

Introduction

Elizachat Inc. is a pioneering startup dedicated to leveraging artificial intelligence (AI) to enhance mental health therapy. Our flagship product, the Elizachat mental health app, aims to provide accessible, effective, and timely mental health support, particularly for teenagers. ElizaChat has been and will continue to be developed with our clinical advisory board, composed of trained and licensed clinical psychologists and therapists. We are excited about the opportunity to participate in the Utah Department of Commerce's new AI Lab.

Challenge and Opportunity

We see a significant opportunity for AI to play a role in treating the growing mental health demands in our society. We believe the human therapist will never be replaced, but that AI can extend the human therapist and fill needs currently unmet. Exactly what AI can do and cannot do is still somewhat to be determined, but there are some clear advantages to an AI system, including:

1. Availability of the system 24/7 to address acute needs when human therapists are not available
2. Lower costs than human therapy
3. Accessibility. This includes both pricing and availability in regions and markets where human therapy is limited

The challenge is that current regulatory statutes around therapy designed to protect the public also limit what companies can do to innovate potential meaningful solutions to compliment human therapists.

Project Overview

We propose a pilot trial to evaluate the impact of our product on improving teen mental health in Utah. The objective of this pilot trial is to measure the effectiveness of the Elizachat app as a therapeutic tool for teenagers. The trial will focus on assessing improvements in mental health outcomes, such as reductions in anxiety, depression, and stress levels, as well as overall well-being. We propose to conduct the trial over a six-month period with a diverse group of teenage participants in Utah.

Methodology

We will work with our clinical advisory board, researchers, and mental care industry leaders to develop the appropriate methodology for a pilot trial, based on industry best practices.

Safety Protocols

Ensuring the safety and well-being of participants is our top priority. There is a rising concern in the public about potential harms of AI. These harms are real in systems that are not designed with rigorous safety protocols and guardrails. We have developed robust safety protocols to address potential risks and ensure appropriate intervention when necessary. Please consider the following:

1. Eliza is a "steerable" ensemble of AI interactions:
 - All interactions with users are formed, reformed, scrutinized, and corrected behind the scenes with guidelines and training data from our clinical advisory board.
 - Input and output to Eliza are filtered by an NLU (Natural Language Understanding) system that recognizes and screens intentions behind text input and Eliza responses.
 - There is ongoing reviewing and improving interactions with our clinical advisory board, similar to how clinicians in training are evaluated by licensed clinicians.
2. Risk Assessment and Escalation:
 - The app includes an integrated risk assessment tool that identifies users exhibiting signs of severe distress or suicidal ideation.
 - In cases of high-risk behavior, the app will immediately alert our clinical team and adult emergency contacts for the participating teens, and, as appropriate, emergency services
3. Human Intervention:
 - Users identified as needing immediate attention will be connected with a licensed psychologist or therapist for a real-time intervention.
 - We have established partnerships with local mental health professionals to provide timely and effective support.
4. Data Privacy and Security:
 - We are committed to maintaining the highest standards of data privacy and security. All participant data will be anonymized and stored securely in compliance with HIPAA regulations.

Conclusion

Elizachat Inc. is committed to advancing mental health care through innovative AI solutions. We believe that our participation in the Utah Department of Commerce AI Lab will provide an opportunity to develop solutions that are safe and effective by providing the regulatory flexibility and oversight to safely develop clinically backed solutions to address the growing

need for mental health services among Utah teens. We look forward to the opportunity to collaborate with the Department to ensure the success of the project.