

Wyoming Department of Health, Public Health Division, Immunization Unit, Wyoming
Immunization Registry (WyIR)

End User License Agreement (EULA) and Terms of Use

Version Date: June 2024

This End User License Agreement and Terms of Use (Agreement) for the Wyoming Immunization Registry (WyIR) website governs the use of all Software, applications, tools, and Data provided or accessible at <https://wyir.health.wyo.gov> (Site). Please read this Agreement carefully before proceeding. Clicking on the "Accept" button at the end of this Agreement constitutes your acceptance of the terms of this Agreement and creates a binding and enforceable contract between the user and the Wyoming Department of Health (WDH), Public Health Division, Immunization Unit. Failure to follow the terms and conditions for use of this Site, whether listed below or in bulletins posted at various points in this Site, may result in suspension or termination of access to this Site with or without notice, in addition to other contractual, statutory, or common law remedies available to the WDH.

1. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms are specified as defined below:

- (a) **Authorized User** means an individual authorized by an Organization or the Immunization Unit to use the WyIR for a Permitted Use.
- (b) **Data** means protected health information or information that identifies a patient that is used, stored, or exchanged between the Immunization Unit, Organizations, or Authorized Users with the WyIR. Protected health information is defined by the Health Insurance Portability and Accountability Act (HIPAA) Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164.
- (c) **Immunization Unit** means the WDH, Public Health Division, Immunization Unit.
- (d) **Intellectual Property** means all intangible rights to the products of intellect, regardless of the method of expression or storage, which concern the business, processes, techniques, or affairs of the WDH, including, without limitation, intellect that is known by the general public or is generally unavailable to the public at large. The WDH asserts any rights relating to Intellectual Property regardless of whether the information was, is, or will be disclosed to Authorized Users by the WDH, its agents, clients, providers, or others.
- (e) **Larger Work** means a work that combines any of the Software or portions thereof with code, Software, or processes not governed by the terms of this Agreement.
- (f) **Patient** means an individual who has received or will receive treatment for healthcare services from an organization, Authorized User, Authorized Users of other health information exchanges, or whose records are stored in this public health registry.

(g) **Permitted Use** means the reason for which an Organization or Authorized User may access Data in the WyIR

(h) **Organization** means an establishment that has entered into an Information Sharing Agreement (ISA) with the WDH to access the WyIR.

(i) **Services** means access to any one or more of the following

(i) iWeb - Patient demographics and immunization information, which includes both historical and administered vaccinations, contraindications, vaccine refusals, and vaccine serology. The School Nurse module adds functionality to the iWeb application that supports school nurse activities. The Child Care module provides childcare users with a special level of access to the iWeb application in order to view Patient demographic and vaccination information, as well as create reports.

(ii) PHC Hub - The Public Health Connection (PHC) Hub facilitates the integration between healthcare provider systems and the registry by processing and managing Patient demographic and immunization records that are received through Health Level 7 (HL7) messages.

(iii) VOMS - Vaccine Ordering Management System (VOMS) is an application used to manage inventory for all providers in the registry, this includes: vaccine ordering, transfers, returns, waste, and reporting.

(j) **Software** means the set of instructions directing a computer to do a specific task, including, but not limited to the data exchange programs, programming languages, tools, applications made available for download or accessible from the Site using Software-as-a-service, platform-as-a-service, or infrastructure-as-a-service computing models.

(k) **WyIR** means the system that allows organizations and Authorized Users to electronically provide or access Data.

2. ACCESS

The Services are offered to Authorized Users by the Immunization Unit who contracts with a vendor, STHealth, LLC. Under the terms of the contract, STHealth, LLC hosts, develops, operates and supports the WyIR system. WDH workforce and contractors may access the WyIR to the extent permitted by the HIPAA, Health Information Technology for Economic and Clinical Health Act (HITECH), and applicable state and federal law or regulations for its own treatment, payment, health care operations or public health purposes, including verifying Data and operating and maintaining the WyIR and Immunization Unit.

Under the License granted to Authorized Users by this Agreement, Authorized Users may access the Services for a Permitted Use to the extent such use, disclosure, or exchange is permitted by applicable law including HIPAA.

Authorized Users agree to access immunization information for any child currently residing in or who will be moving into the school district in which the Authorized User is employed. Prior to accessing the immunization information, parental consent must be received.

The following qualifies as documentation of parental consent:

- (a) A completed Consent to Access IIS Record Agreement between a parent and school.
- (b) Electronic consent captured in the school's computer system with language consistent with the Consent to Access IIS Record Agreement; or
- (c) The documentation of verbal consent from a parent and guardian, including the date and place, in the child's school record. Use of the School Nurse WyIR Access Agreement is recommended to document this access.

3. LICENSE

Immunization Unit grants the Authorized User a limited, non-transferable, non-sub-licensable, non-exclusive, terminable license to access and use the Site, the Services, and the Software for the Authorized User's personal and non-commercial use. The license granted by this Section is subject to the terms of this Agreement, WDH and Immunization Unit policies, and the provisions of HIPAA, HITECH, and other applicable state and federal Intellectual Property and other substantive law. Authorized Users may not use, copy, translate, modify, deploy, disassemble, decompile, create, or attempt to create by reverse engineering or otherwise, the Software or Services, the tools or applications used to access the Site, Software, or Services, or use Intellectual Property to create a Larger Work or a derivative work of any kind or for any purpose.

The term of this Agreement and the license granted to a particular Authorized User by this section runs from the date the Authorized User electronically accepts the terms and conditions of this Agreement and remains in effect until this Agreement is terminated by any of the following:

- (a) The Authorized User notifies the Immunization Unit of its intent to stop using the Site to access and use the Services;
- (b) The Authorized User notifies the Organization whose account the Authorized User is registered under of its intent to stop using the Site to access and use the Services;
- (c) The Organization whose account the Authorized User is registered under notifies the Immunization Unit of its intent to stop using the Site to access and use the Services;
- (d) The Organization whose account the Authorized User is registered under notifies the Immunization Unit to terminate the Authorized User's access to the Site; or
- (e) The Immunization Unit suspends Authorized User accounts after thirty (30) consecutive days of non-use.

If an Organization notifies the Immunization Unit of its intent to stop using the Site under subsection (c) of this section, concurrently terminating its ISA with the WDH, the Agreement and the license granted by this Section 3 will terminate for all Authorized Users registered under the organization's account.

As specified in Section 20, certain provisions of this Agreement survive the term and termination of this Agreement, however, upon expiration of the term, the license granted by this Section 3 will terminate immediately and automatically and the Authorized Users will no longer have access to the Services through the Site.

4. RESPONSIBILITIES OF AUTHORIZED USERS

Authorized Users must provide all computer hardware, internet browser Software, and internet access necessary to access the Site and the Services and the Immunization Unit has no duty to take any action to facilitate an Authorized User's access to the Site and the Services. The Immunization Unit is not obligated to provide any corrections, upgrades, modifications, enhancements to, or new versions of the Site or the Services, but may do so at its sole discretion, with reasonable notice to Authorized Users.

5. DISCLOSURE COMPLIANCE

Authorized Users may not re-disclose Patient Data accessed through the WyIR to other persons except for the purposes for which the Patient Data was accessed, or as required or permitted by law. Uses and disclosures shall comply with all WDH and Immunization Unit policies and the Organization or Authorized User internal policies, as applicable.

6. ISSUANCE AND USE OF SITE PASSWORDS

An Authorized User's right and license to use the Site, Services, and Software is personal to the Authorized User. Individuals may request user access to the WyIR using the forms and processes outlined by the Immunization Unit. Once approved, Authorized Users will be assigned a unique login. The WyIR prompts the Authorized User to change their password every 90 days, the WyIR will require a password consistent with WDH requirements. Authorized Users shall immediately report any suspected compromise of an Authorized User's account or password to the Immunization Unit.

7. REPORT OF UNAUTHORIZED USE

Each Authorized User agrees to report to the Immunization Unit any use or disclosure of the Services or Data not provided for by this Agreement immediately following the discovery of such unauthorized use or disclosure. Each Authorized User agrees that in the event the privacy or security of his or her account or the Data may be compromised, including without limitation, the loss, theft, or unauthorized use or disclosure of a subscriber login and password, the Authorized User will immediately change his or her password and notify the Immunization Unit at wyr@wyo.gov and WDH Office of Privacy, Security, and Contracts at WDH-HIPAA@wyo.gov.

8. AMENDMENTS

The Immunization Unit reserves the right to amend this Agreement at any time. Authorized Users will be notified of any change to this Agreement when logging on to the Site and continued access to the Site after such notice will constitute the Authorized User's acceptance of the changes. The date of the most recent amendment will appear on this Agreement and this Agreement will be available for review at the Site.

9. AUDIT AND ACCESS TO RECORDS

Authorized User grants the Immunization Unit the right, per WDH and Immunization Unit policies and procedures, to audit and inspect any Authorized User's access and use of the Site, the Services, or the Software in order to verify compliance with this Agreement.

10. DISPUTES AND REMEDIES

Any dispute or claim arising out of or relating to this Agreement may be assigned to non-binding mediation upon mutual agreement of the parties. The WDH and Immunization Unit does not

waive sovereign immunity, as described in Section 19 of this Agreement, including any applicable notice requirements, by participating in such non-binding mediation. The parties to the dispute shall bear their respective costs of the mediation. The rights and remedies of the parties provided for in these clauses are in addition to any other rights and remedies provided by law or under this Agreement.

11. INDEMNIFICATION

The Authorized User shall release, indemnify, and hold harmless the State, the WDH, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Authorized User's failure to perform any of Authorized User's duties and obligations hereunder or in connection with the negligent performance of Authorized User's duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Authorized User's negligence or other tortious conduct.

12. INFRINGEMENT

If any portion of functionality implemented by the Site, the Services, or the Software becomes the subject of a claim of infringement, the Immunization Unit may, in its sole discretion, attempt to procure the rights necessary to continue use of the Site, Services, or Software, modify the Site, Services, or Software so that it is no longer infringing, or suspend Authorized User's rights to use the Site, Services, or Software until a final determination of the infringement claim is made and the WDH lifts the suspension. A suspension of Authorized Users' rights to use is effective immediately upon the Immunization Unit's posting of a notice to that effect on the Site.

13. PUBLICITY

Any publicity given to the WyIR, including, but not limited to notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Immunization Unit, must identify the Immunization Unit as the sponsoring agency and may not be released without prior written approval from the Immunization Unit.

14. PRIVACY AND PROTECTION OF PERSONAL INFORMATION

The Data created, maintained, stored, and transmitted by the WyIR is protected by HIPAA, HITECH, and other federal and state laws and regulations. By using the Services, the Authorized User agrees to be bound by and comply with all applicable laws and regulations and WDH and Immunization Unit policies. Without limiting the foregoing, Authorized User agrees to maintain the privacy and security of any information obtained through the Services. Authorized User may only disclose protected health information, to a third party with the Patient's authorization, unless otherwise permitted by this Agreement, or permitted or required by law. Authorized User agrees to use appropriate safeguards to prevent use or disclosure of the Data other than as allowed by this Agreement.

15. NOTICE SPECIFIC TO SOFTWARE AND SERVICES

Authorized User obtains no rights of ownership or control over the Site, Services, Software, or Intellectual Property contained in or that are otherwise a part of the WyIR. Authorized User will be unable to install any Software or access any Services unless the Authorized User agrees to the terms of this Agreement.

The Software is made available for download solely for use by Authorized Users according to this Agreement. Authorized Users may not, in any way, make unauthorized use of the Site, Services, Software, material, Data processes, or Intellectual Property obtained through this Site, by publication, duplication or copying, re-transmission, distribution, performance, caching or otherwise. Any reproduction or redistribution of the Software is expressly prohibited by law, and may result in civil and criminal penalties. Violators will be prosecuted to the maximum extent possible.

WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED

The Authorized User agrees not to disrupt, modify, or interfere with this Site, or its associated Software, hardware, and/or servers in any way, and agrees not to impede or interfere with other users' use of this Site. The Authorized User further agrees not to alter or tamper with any information or materials on or associated with this Site.

Other than connecting to the servers hosting any part of the Site, the Services, or the Software by https requests using a Web browser, the Authorized User may not attempt to gain access to those servers by any means, including, without limitation, by using administrator passwords or by masquerading as an administrator.

16. TERMINATION

The Immunization Unit shall have the right to terminate all or any portion of an Authorized User's access to the Site, the Services, or the Software, all or any portion of this Agreement, or all or any portion of the license granted by Section 3 of this Agreement, automatically and immediately, for any reason, with or without notice. No penalty accrues to the Immunization Unit if this termination provision is exercised and the Immunization Unit is not obligated or liable for any damages as a result of the termination.

Upon the termination or expiration of this Agreement, the Authorized User must:

- (a) Immediately cease attempts to access the Site or use the Services or Software;
- (b) Within twenty-four (24) hours irretrievably delete and remove the Site access codes and passwords from the Authorized User's systems, computer terminals, workstations, and application servers, and destroy all copies of the access codes and passwords; and
- (c) Upon request by the Immunization Unit, certify in writing to the Immunization Unit that the Authorized User has performed the foregoing.

17. EXPRESS DISCLAIMER OF WARRANTY AND LIMITATION OF LIABILITY

The WDH expressly disclaims all warranties or conditions, express or implied, including but not limited to the implied warranties or conditions of merchantability or satisfactory quality and fitness for a particular purpose and non-infringement of third-party rights. The WDH does not warrant the functions contained in the Site, Services, or Software will meet the Authorized User's requirement(s), that the operation of the Site, Services or Software will be uninterrupted or error free, or that the defects in the Site, Services or Software will be corrected. No oral or written

information or advice given by the WDH or a WDH authorized representative shall create any warranty by the WDH.

The Site, Services, and Software are provided "as is." The WDH makes no warranty or representation regarding the accuracy of the Services, including the accuracy of the Data viewed or obtained through the WyIR. The Authorized User bears all risk arising out of use or performance of the Site, the Services, or the Software.

The Authorized User acknowledges that it is using the Services and Software at its own risk. In no event shall the WDH be liable for any direct, special, incidental, consequential, or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information or Data, computer failure or malfunction, work stoppage, loss of good will, exemplary or punitive damages, or any other commercial tort or pecuniary loss) arising out of or in relation to or based on the Authorized User's use of the Site, the Services, or the Software, or out of this Agreement. This limitation of liability applies whether the alleged damages arise under a theory of contract, warranty, tort (including without limitation, negligence or medical malpractice), or other theory, whether or not the WDH has been advised of the possibility of damages, and notwithstanding the failure of essential purpose of any other remedy.

The WDH makes no representation that the Site, Services, or Software is appropriate, available, or legal in any particular location. Authorized Users who choose to access the Site or use the Services or Software do so on their own initiative and are responsible for compliance with all laws, including applicable local laws.

The Authorized User hereby agrees to release the WDH, its affiliates, and third-party service providers, and each of their respective directors, officers, employees, and agents from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed (collectively referred to as "claims") arising out of or in any way connected with the Authorized User's use of the Site, the Services, or the Software.

18. JURISDICTION AND VENUE

The Authorized User agrees that this Agreement, for all purposes, is governed and construed in accordance with the laws of the State of Wyoming. The Courts of the State of Wyoming have jurisdiction over this Agreement and the parties. The venue is the First Judicial District, Laramie County, Wyoming.

19. SOVEREIGN IMMUNITY

Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and WDH expressly reserve sovereign immunity by entering into this Agreement and expressly reserves governmental immunity. Each of them specifically retains all immunities and defenses available to them as sovereign or governmental entities pursuant to Wyo. Stat. § 1-39-101, et seq., and all other applicable law. The parties acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Designations of venue, choice of law enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not

be strictly construed, either against or for either party, except that any ambiguity as to immunity shall be construed in favor of immunity.

20. SURVIVABILITY

The provisions of Section 9--Audit/Access to Records; Section 14--Privacy and Protection of Personal Information; Section 17--Express Disclaimer of Warranty and Limitation of Liability; Section 19--Sovereign Immunity; and Section 25-- Injunctive Relief, shall survive expiration or termination of this Agreement.

21. FORCE MAJEURE

The WDH shall not be liable for delays in performing or failure to perform this Agreement or any obligations hereunder, for any reason beyond the WDH's control, including but not limited to, acts of God, fires, terrorism, strikes, labor disputes, war, acts or intervention by any governmental authority, failure of a common carrier, supplier, hardware, Software, browser, or communications equipment, or network failure, congestion, or malfunction, or any other reason.

22. HEADINGS

All headings are for reference only and shall not affect the interpretation of this Agreement.

23. THIRD-PARTY BENEFICIARIES

The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the parties to this Agreement and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligation under this Agreement.

24. INTERPRETATION

If any term, condition, or provision of this Agreement is determined by a court of competent jurisdiction in a final judgment or decree to be invalid, unlawful, or unenforceable, such finding shall in no way affect the remaining obligations and all other provisions shall survive, and the invalid or unenforceable provision shall be interpreted to accomplish the intent of the parties, and to provide the parties with the benefits of this Agreement, as determined by such court.

25. INJUNCTIVE RELIEF

The Authorized User agrees that:

- (a) A remedy at law for a breach or threatened breach of this Agreement by either the Organization whose account the Authorized User is registered under or an Authorized User will be inadequate by its nature;
- (b) The WDH shall be entitled to obtain an injunction and other appropriate remedies at law or in equity (without posting bond) to stop any ongoing breach, and prevent any future breach, by an Authorized User; and
- (c) Obtaining such an injunction or other relief at law or in equity shall not constitute an election of remedies by the WDH.

26. ELECTRONIC SIGNATURE AND EXECUTION

The Authorized User agrees that acceptance of this Agreement by electronic means constitutes a valid formation of a contract in accordance with the Wyoming Uniform Electronic Transactions Act; Wyo. Stat. 40-21-101 through 40-21-119, et seq. and that this Agreement has been properly executed for purpose of contractually providing for sovereign immunity under Wyo. Stat. 1-39-104(a).

Clicking accept means that you agree to the Terms of Agreement

Accept

Decline