

Computer-Based Training Driver Improvement Clinic Program Commonwealth of Virginia

1. PURPOSE AND SCOPE

1.1 Pursuant to Va. Code § 46.2-490, the Department of Motor Vehicles (DMV) may contract with private or government entities ("Vendor") to develop curricula for a statewide driver improvement clinic program.

Pursuant to Va. Code § 46.2-490.3, a "computer-based clinic provider" is "any clinic licensed by the Department to conduct driver improvement clinics via the Internet or other electronic means as approved by the Department." For purposes of this agreement, "computer-based" and "online" are used interchangeably.

The purpose of this agreement is to specify requirements for Vendors authorized by the DMV to offer a computer-based training curriculum as part of the Driver Improvement Program.

2. MINIMUM REQUIREMENTS

2.1 The program shall provide instruction for individuals identified by statute and the court system as drivers in need of driver improvement education and training.

2.2 The program shall allow individuals interested in improving their driving safety to voluntarily attend a driver improvement clinic.

2.3 The clinics shall provide uniform education and training programs designed for the rehabilitation of problem drivers.

2.4 The overall objective is to create a lasting and corrective influence on individual driving performance. The program shall provide any research studies and other materials, which indicate the validity of the course for rehabilitation of problem drivers.

2.5 Vendor shall provide DMV with documentation which certifies that the Vendor is either a Virginia or domestic corporation, or a foreign corporation authorized to transact business in Virginia. The Vendor shall also identify its registered office and registered agent.

2.6 The course materials shall be free of race, ethnic, and gender stereotypes.

2.7 DMV has the authority to deny any process that would cause concern for student safety. DMV prohibits the use virtual e-learning and face to face recognition as methods of student identity verification for training and testing.

2.8 The course materials must clearly define the purpose, goals, and objectives of the program. The purpose shall be concisely stated, with specific components.

2.9 The course must be presented at a sixth grade reading and comprehension level.

2.10 It is the responsibility of the Vendor to make accommodations that conform to the requirements of the Americans with Disabilities Act.

2.11 The Vendor shall establish procedures for online testing and identification verification to ensure that the person taking the test is actually the person enrolled in the course.

2.12 The Vendor needs to advise if they intend to own or operate one or more clinics. Under the terms and conditions of this Agreement the Vendor shall provide DMV with a signed, dated, and DMV approved Online Driver Improvement Clinic Agreement (Form DI 551).

2.13 The Vendor shall not own, operate, or establish in any other manner; a facility, clinic under the terms and conditions of this Agreement prior to applying for and obtaining permission to operate DMV approved Online Driver Improvement Clinics.

2.14 The Vendor acknowledges that it is unlawful for any person, firm, or association to transact business, to offer or advertise to transact business, in this Commonwealth as a corporation unless that person, firm, or association is either a Virginia corporation or a foreign corporation authorized to transact business in Virginia.

3. **DESCRIPTION OF DELIVERABLES:**

3.1 The Vendor shall develop and submit to the DMV a copy of the following computer-based training materials for DMV review and approval:

- Description of the course curriculum;
- The Help Desk training outline;
- A copy of all quizzes and tests questions including the answer guide;
- Documentation identifying all validation sources that will be used to assure the identity of the student is the person actually at the computer keyboard;
- Paper copy of course;
- Provide DMV's evaluation team with on-line access or other mutually agreed methods by which DMV can, using a computer, evaluate applicable samples of the courses offered, including samples of the quizzes and exams; and
- Provide the course and related program materials using media which allows full access to the courses by the hearing impaired, and others requiring accommodation under the Americans with Disabilities Act.

3.2 Course/Curriculum Content

The course shall be no less than eight hours in length including the final exam. The information used in course materials must be accurate, presented clearly, logically, and current Virginia statistics must be used when statistics are presented.

The curriculum must include the following:

- a. safe driving strategies/principles;
- b. the driver;
- c. **fuel-efficient driving practices;***
- d. pre-trip inspections;
- e. **organ donation ***
- f. **alcohol/drugs and driving; ***
- g. highway/street signs;
- h. driving conditions;
- i. passing, turning, changing lanes, approaching intersections;
- j. collisions;
- k. occupant protection;
- l. emergencies on the road;
- m. city and suburban driving, rural and expressway driving;
- n. **aggressive driving; ***
- o. **truck safety;***
- p. **motorcycle awareness; ***
- q. **pedestrian safety;***
- r. **bicycle safety;***
- s. handicapped parking;*
- t. **distracted driving behaviors (including but not limited to use of cellular phones, changing radio stations & applying makeup); and**
- *u. other appropriate driver licensing and registration requirements.

3.3 Course package

The graphics, sound, and color shall be designed to enhance the instructional process by focusing attention on important content areas and concepts.

The visual and auditory effects shall be designed to stimulate the student's interest.

3.4 Technical aspects

The curriculum design shall require interaction by the student.

Answers to questions must provide a minimum of three multiple choice responses.

The curriculum design shall include feedback that is relevant to the student's responses.

Feedback must be corrective and timely.

The curriculum design shall allow the student the ability to review previously completed modules.

3.5 Program requirements and delivery

The curriculum design shall allow the course to be taken in increments.

The design of the course should be well suited for computer-based training for individuals with minimal keyboarding skills, or computer competencies.

3.6 Facilitation/Help Desk

Vendor shall establish a Help Desk that is guaranteed to be accessible for the student during reasonable periods of time daily; and,

The full range of services of the Help desk shall be determined by mutual agreement between the Vendor and DMV and shall guarantee the student toll free phone access to assistance from a person and/or provide on-line responses to inquiries and/or assistance with the technical content of the course.

The weekday schedule of the hours for the Help Desk shall be determined by mutual agreement between the Vendor and DMV. If required by DMV, a weekend schedule of the hours for the help desk shall be determined by mutual agreement between the Vendor and DMV.

3.7 Vendor Agreements

The Vendor shall be solely responsible for all contracts with other entities. However, the terms and conditions of the Vendor's contract shall contain provisions which allow the Vendor to terminate or suspend its contractual relationship with a clinic provider in conformance with any written notice of non-compliance issued by DMV to the Vendor or a clinic.

The Vendor is solely responsible for all contracts involving payments for the curriculum developed by the Vendor, as well as any other arrangements with the clinics deemed necessary by the Vendor; provided, such terms are not contrary to the terms and conditions of this Agreement.

Notwithstanding the above, the Vendor shall not charge a membership fee to any entity, clinic which purchases or uses the vendor's curriculum.

Any DMV approved Online Driver Improvement Clinic Agreement shall be attached hereto, made a part of this Agreement, and incorporated by reference.

4. **AUDIT & COMPLIANCE**

- 4.1 The Vendor shall cooperate with the DMV, which shall conduct audits at reasonable times to ensure compliance with criteria established pursuant to Va. Code § 46.2-490, et seq. DMV reserves the right to determine the method and style of audit. DMV, at its sole discretion, may use undisclosed DMV representatives to test any aspect of the computer-based course, including the validation procedures as well as any procedure or method used by the vendor at the online clinic.
- 4.2 Any deficiencies or matters needing correction will be identified during a DMV audit and reported to the Vendor, the appropriate online clinic provider. DMV shall retain the sole authority and discretion to determine whether an online clinic provider is compliant or non-compliant; and, in its sole discretion shall issue a notice of non-compliance upon the determination that an online clinic provider is non-compliant.
- 4.3 Upon written notice from DMV that an online clinic provider is non-compliant, the online clinic provider test site will have 30 days to complete corrective actions. If the online clinic provider fails to make the corrections, DMV may deem the online clinic provider non-compliant and issue a notice of suspension, or revocation of DMV approval.

- 4.4 Within 30 days of receiving written notice from DMV that an online clinic provider is under suspension, or has had its DMV approval revoked, the Vendor shall terminate or suspend the online clinic provider’s operation, or its contractual relationship until receiving notice from DMV that the suspension is lifted, or is re-instated as DMV approved.
- 4.5 All administrative hearings shall be conducted in accord with DMV policy and procedures.

5. GENERAL PROVISIONS

- 5.1 The parties may meet and confer at any time to resolve disputes, misunderstandings, or differences arising under this Agreement prior to communicating such differences in writing as a notice.
- 5.2 A notice is any written communication intended to require the other party to respond, complete or refrain from a specified action, or that has the intent to change, interpret, modify, or terminate this Agreement in part or in whole.
- 5.3 All required notices shall be in writing, and shall conform with the other provisions of this Agreement, and shall be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, and addressed to the following organizational officials, their designees, or successors:

DMV	VENDOR
Director, Customer Service Management Services	
Department of Motor Vehicles	
2300 West Broad Street	
PO Box 27412	
Richmond, VA 23269-0001	

- 5.4 Although this Agreement may be terminated without cause by either party upon 30 days written notice to the other party, this Agreement also may be terminated for cause if the other party upon written notice of noncompliance with a consequential provision fails to remedy that noncompliance.
- 5.5 This agreement shall be governed and interpreted by Virginia law.
- 5.6 Each provision of this agreement shall be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the agreement will remain in effect.
- 5.7 Neither party shall assign this agreement or any right or obligation, or liability under this agreement without the prior written consent of the other party. This agreement confers no rights or remedies on any third party, other than the parties to this agreement and their respective successors and permitted assigns.
- 5.8 The Vendor is an independent corporate body, and is not an employee, agent, or partner of the DMV. The Vendor agrees not to hold itself out as an agent of DMV for any purpose, and acknowledges that it is without any authority whatever to bind DMV to any additional undertaking or to incur any obligation on behalf of DMV.
- 5.9 The Vendor, its employees, agents, partners, and independent contractors which through its contractual relationship with the Vendor or DMV has authorized or unauthorized access, direct or indirect access to any records, files, proprietary, personal or confidential information, or other data generated under the terms of this Agreement or on behalf of the parties to this Agreement shall be subject to the restrictions upon use and dissemination of that information or data as imposed by Va. Code §46.2 et seq., including, the Virginia Privacy Protection Act of 1976 (Chapter 26); the Virginia Public Records Act (Chapter 7); any related regulation or guideline adopted by DMV; as well as, applicable Federal laws; and, shall be subject to any penalties arising from any violation.

- 5.10 The Vendor shall indemnify, defend and hold harmless the Commonwealth of Virginia, the Commissioner, his officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or equity, arising from or caused by the misuse of any information materials, goods, or equipment of any kind or nature provided by the Vendor or arising from any acts or omissions by the Vendor’s directors, officers, agents, assigns, independent contractors, or employees undertaken in relation to the Vendor’s obligations and requirements under this agreement. The Vendor shall be liable for the reasonable costs of prosecuting any cause of action undertaken by DMV in relation to the provisions of this section including, without limitation, reasonable attorney fees.
- 5.11 The Vendor shall provide a paper copy and operational version of the current curriculum at the time Vendor signs this Agreement. The Vendor shall also provide DMV with a copy of any subsequent versions of the curriculum no less than 30 days prior to using it for teaching students or offering it to other Vendors.
- 5.12 The Vendor acknowledges and agrees that failure of the Vendor to comply with the terms and conditions of this Agreement may result in the termination of this Agreement by DMV, within DMV’s sole discretion.
- 5.13 The Vendor understands and acknowledges that the Vendor shall begin to apply the terms and conditions of this Agreement no later than the date the Vendor provides this signed and dated Agreement to DMV.
- 5.14 DMV shall not sign this Agreement until DMV has completed its evaluation of the material submitted by the Vendor.
- 5.15 The Vendor shall not be authorized by DMV to provide services in the Commonwealth, and shall not present itself nor hold itself out as approved by DMV to provide driver improvement curricula or services in the Commonwealth of Virginia, until the Vendor receives a copy of this Agreement, signed and dated by DMV.
- 5.16 DMV shall designate the effective date of this agreement at the time the DMV representative approves the Vendor’s materials, signs and dates this Agreement. DMV shall provide the Vendor with a copy of this Agreement.

6. TERMINATION OF AN ONLINE DRIVER IMPROVEMENT CURRICULUM VENDOR

- 6.1 Any online driver improvement curriculum vendor may terminate the agreement upon 30 days' notice to the Department. Relinquishment of the agreement by an online driver improvement curriculum vendor shall not release such Vendor from any responsibility or liability that arises from their activities as an online driver improvement curriculum vendor.

The parties in consideration of the mutual covenants, promises and agreements contained herein have caused this Agreement to be executed, and intend to be bound by them as of the date this Agreement is signed by the DMV.

VENDOR		DMV	
COMPANY NAME (print or type)		AUTHORIZED REPRESENTATIVE NAME (print or type)	
CONTACT PERSON NAME (print or type)			
TITLE		TITLE	
CONTACT PERSON SIGNATURE	DATE (mm/dd/yyyy)	SIGNATURE	DATE (mm/dd/yyyy)
AGREEMENT EFFECTIVE DATE (mm/dd/yyyy)			