

Computer-Based Training

MINIMUM REQUIREMENTS

1. The course must be presented at a sixth-grade reading and comprehension level.
2. It is the responsibility of the Vendor to make accommodations that conform to the requirements of the Americans with Disabilities Act.
3. 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.

Course package

- a. The graphics, sound, and color shall be designed to enhance the instructional process by focusing attention on important content areas and concepts.
- b. The visual and auditory effects shall be designed to stimulate the student's interest.

Technical aspects

- c. The curriculum design shall require interaction by the student.
- d. Answers to questions must provide a minimum of three multiple choice responses.
- e. The curriculum design shall include feedback that is relevant to the student's responses. Feedback must be corrective and timely.
- f. The curriculum design shall allow the student the ability to review previously completed modules.

Program requirements and delivery

- g. The curriculum design shall allow the course to be taken in increments.
- h. The design of the course should be well suited for computer-based training for individuals with minimal keyboarding skills, or computer competencies.
- i. Course must be 8 hours long (Timer add throughout the course)

1. **DESCRIPTION OF DELIVERABLES:**

1.1 Course package

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

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1.2 Technical aspects

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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.

1.3 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.

1.4 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.

1.5 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.

2. **AUDIT & COMPLIANCE**

2.1 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.

2.2 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.

2.3 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.

- 2.4 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.
- 2.5 All administrative hearings shall be conducted in accord with DMV policy and procedures.

3. **GENERAL PROVISIONS**

- 3.1 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.
- 3.2 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.
- 3.3 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	

- 3.4 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.
- 3.5 This agreement shall be governed and interpreted by Virginia law.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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.

- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 DMV shall not sign this Agreement until DMV has completed its evaluation of the material submitted by the Vendor.
- 3.15 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.
- 3.16 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.

4. TERMINATION OF AN ONLINE DRIVER IMPROVEMENT CURRICULUM VENDOR

- 4.1 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)			