



VANPOOL DRIVER SELECTION CRITERIA

Selection of primary drivers, as well as back-up drivers, is dependent upon the criteria discussed in the following sections.

License and Experience

A potential driver must possess a current driver's license and have driven for at least five years. Restrictions for glasses or contact lenses are acceptable. Other restrictions must be reviewed.

Suspension or Revocation of License

Report of a suspension/revocation within the past ten years may cause a potential driver's application to be rejected. Report of a suspension/revocation within the last ten years for negligent driving, reckless driving, hit and run, leaving the scene of an accident, driving while under the influence of alcohol or drugs, driving while impaired, or a felony violation, will result in application rejection.

Violations

A "Failure to Appear" (FTA) on a driving record in the last three years will result in application rejection. No felony convictions are allowed. FTA, failure to yield, failure to stop, or speeding in excess of 13 mph, are all considered major violations. The driver would automatically lose eligibility for at least a three year period with the combination of circumstances or violations described.

Physical Condition

The potential driver must be in good health. Any condition that may impair the driver's ability to operate the van will result in application rejection. Poor eyesight (correctable by lenses) is acceptable. A potential driver may be required to have a physical examination, at the driver's expense, to determine good health.

Attachment F
Washington Release of Interest

Employee/Prospective Employee/Volunteer Organization

SambaSafety, Inc. is acting as an agent on behalf of _____ who is acting as an agent on our behalf to obtain the abstract of driver records of the individual named below for employment purposes.

This is an authorization of:

1. Employee for release of abstract of driving record for employment purposes, at my employer's discretion for the full term of my employment; or
2. Prospective employee for release of abstract of driving record for employment purposes, not to exceed thirty (30) days from date signed; or
3. Volunteer for the release of my driving record for a position applied for that requires me driving at the direction of the volunteer organization.

I, _____, am an employee, prospective employee, or volunteer of the company named below and I request DOL release a copy of my official Driving Record in the state of Washington to my employer, prospective employer, or volunteer organization or their agent.

No employer, prospective employer, or their agent may use information contained in a driving record related to the sealed juvenile record of an employee or prospective employee for any purpose unless required by federal law. The employee or prospective employee must furnish a copy of the court order sealing the juvenile record to the employer, prospective employer, or their agent.

Employee / Prospective Employee / Volunteer Full Name	WA Driver's License Number and Date of Birth
Employee / Prospective Employee / Signature	Date Signed

The Company listed below agrees to, and shall indemnify and hold harmless the state of Washington, Department of Licensing (DOL), the Director of DOL and all DOL employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Release of Interest"; any defects in any of Subscriber's procedures followed or omitted or arising from failure of Subscriber or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Contract; or arising in any manner from any negligent act or omission by Subscriber or its officers, employees, customers, contractors, or agents.

I hereby certify:

1. The company named below is an employer, prospective employer, or volunteer organization of the above-named individual.
2. That the information contained in the driving record obtained from DOL shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130. No information contained therein will be divulged, sold, assigned, or otherwise transferred to any third person or party. The abstracts of driver records shall be used exclusively for employment or volunteer purposes.

I affirm that I am a representative authorized to bind Company named below

Company Name	
Address	
Authorized Representative Name	Title

Date and Place Signed

Authorized Representative Signature

NOTE: The employer or prospective employer must maintain this record for a period of not less than two (2) years from the date of the request. Failure to obtain signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.

**EMPLOYEE, PROSPECTIVE EMPLOYEE, VOLUNTEER,
OR VOLUNTEER VANPOOL DRIVER REQUEST**

That I, _____ am a prospective or current volunteer vanpool driver of the company named below and that I request a copy of my official Driving Records in the State of Washington to be released to the company or their agent. I further authorize the company to request a copy of my official Driving Record on an annual basis or at any other time as long as I remain a current volunteer vanpool driver with the company. Authorization of, prospective or current volunteer vanpool driver for release of abstract records is for the purposes as defined in (C) below.

Signature

Date

Print Full Name

NON WA Driver's License #

Van #

Contact Phone #

(For office use only)

EMPLOYER, VOLUNTEER ORGANIZATION, OR TRANSIT AGENCY ATTESTATION

- (A) That Ben Franklin Transit operates a vanpool program and that I am a representative authorized to bind said company.
- (B) That American Driving Records/CoreLogic is acting as agent on behalf of Ben Franklin Transit to obtain the abstract of driver records of the above named individual.
- (C) That abstracts of driver record shall be used exclusively to determine whether the above named individual should be allowed to voluntarily operate a vanpool vehicle, and that no information contained therein shall be divulged, sold, assigned, or otherwise transferred to any third person or party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire and commercial vehicles as defined in Chapter 46.25 RCW.
- (D) That the information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130. By affirming my signature below, I declare under penalty of perjury, under the laws of the State of Washington, that the foregoing is true and correct.

Ben Franklin Transit
1000 Columbia Park Trail
Richland, WA 99352

Authorized Officer's Name

**Van Fleet Coordinator
Title**

Signature

Date

This record must be maintained by the employer, prospective employer, volunteer organization or transit agency for a period of not less than five (5) years from the last date above. Failure to obtain all signatures or misuse of records obtained from the State of Washington may result in prosecution under RCW 46.52.130.

VANPOOL DRIVER FUNCTION LIST

As a Ben Franklin Transit volunteer vanpool driver, you must be able to:

- Understand and uphold Washington State traffic laws.
- Understand, uphold, and apply Ben Franklin Transit Vanpool policies and procedures.
- Understand and apply the principals of defensive driving.
- Safely operate a 15- to 19-foot van, carrying up to 15 passengers on a planned route, in potentially heavy traffic, over a variety of roadways and narrow city streets, while following an established time schedule.
- Wear a seat belt at all times.
- Climb into and out of the van's driver's seat while staying upright at all times.
- Bend, kneel, reach, stretch, and turn, as appropriate, to inspect all items in the van that you are going to operate.
- Bend, reach, stretch, and turn, as appropriate, to manipulate all controls, while safely operating the vehicle.
- Read vehicle instrument panel/gauges and traffic signs, and watch for pedestrians and other obstructions while driving during the day and night.
- Assess rapidly changing traffic situations, evaluate hazardous conditions, and take prompt evasive action to deal with them safely.
- Provide for the well-being of yourself and passengers in emergencies and special situations.
- Communicate orally and in writing with the public, vanpool participants, Ben Franklin Transit representatives, and public safety officers.
- Be sure that written and verbal reports are completed accurately and on time.
- Ensure that daily, weekly, and monthly vehicle maintenance inspections are performed, and the vehicle receives servicing at established intervals.
- Ensure that vehicle interior and exterior are cleaned at regular intervals.
- Make sure that vehicle is fueled at self-service pumps.
- Be reachable by cell, telephone, or some other method during normal business hours.
- Be responsive when we need to communicate with you.

SIGN _____ **DATE** _____

Have you ever been involved in an auto accident when you were the driver? Please explain the circumstances of the collision(s) including date and who was at fault.

Did you receive a traffic citation (ticket)? Yes No

3. Name of your automobile insurance company:

Has an insurance company ever refused, cancelled, not renewed, or given notice of intention to refuse automobile insurance to you? Yes No
If yes, list company and agent's name and phone:

Indicate which (circle): Cancelled Refused Non-renewal
Date: _____ Reason: _____

4. Current job title: _____ Employer: _____
Work address: _____
Supervisor's phone number: _____

5. I do do not have any mental or physical handicaps or health problems that would affect my performance as a vanpool driver. If the above is "yes", please explain:

By signing below, I understand that this application warrants a verification of information provided and that I am able to perform the duties listed in the Vanpool Driver Function List. Applications for Vanpool Driver authorize Ben Franklin Transit to obtain, as often as desired, my driving record, including all Department of Licensing actions that have taken place regarding the driver's license I now hold, have held, or in the future may obtain.

This release continues in effect as long as I continue to serve as a volunteer driver on a Ben Franklin Transit vanpool vehicle.

Print Name: _____

Signature: _____ Date: _____

Alert!

15-passenger van drivers

15-passenger vans handle differently from other vehicles such as passenger cars. They do not respond as well to abrupt turns and require additional braking distance.

REDUCE YOUR CHANCE OF ROLLOVER

Check your vehicle loading

- Heavily loaded 15-passenger vans – those with 10 or more passengers or with loads placed on the roofs – have an increased chance of rollover.
- If possible, have passengers and cargo forward of the rear axle and avoid placing any loads on the roof.

Check your tires

- Excessively worn or improperly inflated tires can lead to a loss-of-control situation and a rollover.
- At least once a month, check that the van's tires are properly inflated and the tread is not worn down.

Check your safety belts

- 80% of people killed in rollover crashes in 15-passenger vans were not wearing their safety belts.
- Require all occupants to use their safety belts or appropriate child restraints.

Check your road conditions

- Most rollovers occur at high speeds as a result of sudden steering maneuvers.
- Use caution on interstates and rural roads to avoid running off the road.
- If your van's wheels should drop off the roadway, gradually slow down and steer back onto the roadway when it is safe to do so.

Check yourself, the driver

- U.S. DOT recommends 15-passenger vans be driven by trained and experienced drivers.
- Ensure you are well rested and alert.
- Maintain a safe speed for weather and road conditions.



www.safercar.gov
888-327-4236
TDD 800-424-9153



U.S. Department of Transportation
National Highway Traffic Safety
Administration

www.nhtsa.dot.gov
nhtsa
people saving people

Initial: _____ Date: _____



VANPOOL AGREEMENT

Ben Franklin Transit

This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Ben Franklin Transit, hereafter referred to as BFT.

The Public Vanpool Program, as referred to below, means the Vanpool Program administered by BFT. Vanpool Group Coordinator, hereafter referred to as Coordinator, means the person or institution that governs the activities of an individual vanpool group. Driver, as referred to herein, means all persons who are approved by BFT to operate the vanpool vehicle as an independent contractor. Bookkeeper, as referred to herein, means the person who has responsibility for collecting and submitting monies pertinent to the operation of the vanpool. Rider, as referred to herein, means all persons who ride in the vanpool vehicle, including the coordinator, drivers, and bookkeeper. If applicable, the Coordinator, Driver, and Bookkeeper may be one responsible individual.

THE COORDINATOR (MUST ALSO BE APPROVED AS A DRIVER) AGREES DURING THE TERM OF THIS AGREEMENT, TO:

1. Establish, in cooperation with BFT, the vanpool route and schedule to places of employment, education, or other institutions.
2. Attempt to maintain the vanpool at its maximum ridership and keep BFT informed of ridership changes.
3. Coordinate maintenance, cleaning, and servicing of the van as prescribed by BFT.
4. Obtain prior approval from BFT for any expenditure relating to the safe operation of the van, in excess of \$50.00. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of BFT. Any loss of such equipment will be reported by the Coordinator immediately. The vanpool group will reimburse BFT for the loss of such equipment.
5. Enlist and train sufficient Drivers (minimum of two per van) to ensure continued operation of the vanpool.
6. Coordinate the development of rules for the day-to-day operation of the vanpool (e.g., waiting times, music, etc.).
7. Be responsible for the condition of the van (e.g., maintaining proper oil level, maintaining BFT tire

air pressure requirements, and be accountable for vandalism when the van is not parked in accordance with BFT guidelines.

8. Complete BFT-provided training before taking possession of van and assuming vanpool responsibilities.

THE DRIVER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Maintain a valid driver's license as required by the State of Washington.
2. Notify BFT when (s)he is no longer in accordance with the established Driver Selection Criteria.
3. Coordinate with BFT-approved drivers the daily operation of the van to and from places of employment, education, or other institutions, picking up and discharging riders in accordance with the mutually established route and schedule. (RCW 46.74.010)
4. Keep appropriate records as required by BFT.
5. Prior to driving the vehicles, attend the mandatory four-hour vanpool driver workshop, or at a minimum, participate in a vehicle orientation and on-road driving evaluation followed by attending one of the next two scheduled mandatory driver workshops.

6. Observe safe driving habits and all traffic regulations. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of the issuance of the citation. All BFT-approved Drivers will report any citation resulting from a moving traffic violation to BFT within 48 hours, whether received while driving the van or any other vehicle. BFT reserves the right to conduct annual Motor Vehicle Record checks to determine if a Driver continues to meet the established Driver Selection Criteria.
7. Be responsible for reporting any vanpool vehicle accident or incident involving bodily injury, property damage, or a third party immediately to BFT. Such reporting is to include any injury to a rider of the van even though no third party was involved (e.g., riders falling and injuring themselves while entering the van). The Driver is responsible for completing a BFT Event Report, if requested a Washington State Motor Vehicle Accident Report and submitting them directly to BFT for all accidents or incidents, regardless of severity. BFT will forward copies to the relevant agencies as needed.
8. Collect the fares from all Riders in advance. Submit fares and records as required by BFT by the **10th OF EACH MONTH**.

THE BOOKKEEPER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Collect the fares from all Riders in advance.
2. Keep and submit records as required by BFT by the **10th OF EACH MONTH**.
3. Complete BFT-provided training prior to assuming Bookkeeper responsibilities.

THE RIDER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Pay his/her fare as established by BFT; this payment will be made in advance to BFT by the **FIRST OF THE MONTH**. Late payments, in accordance with BFT's fare policy will be charged a late fee. In addition, a rider may be denied service until payments are current.
2. Be subject to a probation period, suspension period or a lifetime denial of vanpool services if a vanpool participant has made 4 or more late payments in any 12 month period. The vanpool participant may be required to meet with the

program manager before being allowed to resume use of the vanpool services.

3. Abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members.
4. Notify his/her Coordinator in advance of all anticipated non-use of the van. Find his/her own alternate transportation when work or personal schedule does not allow for riding the van.
5. Provide his/her Coordinator with fifteen (15) calendar days advance notice of planned termination.
6. Not drive without express written or documented emergency telephone authorization from BFT. (To drive without authorization could cause you to be at great personal financial risk).
7. WEAR/USE SAFETY BELTS PROPERLY AT ALL TIMES WHILE OCCUPYING THE VAN pursuant to [RCW46.61.688](#)

THE COORDINATOR, DRIVER, AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, TO:

1. Assist in maintaining the vanpool ridership at its maximum level.
2. Be held responsible for the cleanliness of the interior of the vanpool vehicle.
3. Be held responsible for the van and pilferable equipment (e.g., chains, reflector kit, spare tire, etc.).
4. Abide by all rules, which may, from time to time, be established by BFT. Abide by arbitration provided by BFT in disputes arising out of the day to day operational vanpool rules. **AGREE TO WEAR SEATBELTS AT ALL TIMES.**
5. Release the Driver and BFT from any liability, claims, and demands for
 - loss, theft, or damage to their personal property
 - loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days, or termination of the program.

BFT AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Provide a rider van for use by the group.

2. Execute agreements with Coordinators, Drivers, Bookkeepers, and Riders as needed.
3. Provide bodily injury and property damage liability coverage at statutory limits for all authorized users of the van.
4. Assist in developing and maintaining the vanpool's ridership at its maximum level.
5. Coordinate establishment of the vanpool's daily route and schedule.
6. Provide an outline of all policy and operational aspects of the vanpool program.
7. Provide all necessary report forms, including instructions for their completion and a submission schedule.
8. Establish a fare schedule for participation in the vanpool.
9. Establish a schedule for routine service and maintenance of the van at BFT approved maintenance facilities.
10. Provide loaner vehicles by reservation on a first-come, first-served basis, for occasions when the vanpool vehicle is out of service.
11. Provide sample rules and regulations for the daily operation of the vanpool.

THE AGENCY, COORDINATOR, DRIVER, AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, THAT THE FOLLOWING REGULATIONS APPLY TO OPERATION OF THE VAN:

1. The van shall at all times be operated in a manner complimentary to the public nature of this program. The van shall be kept clean, driven in a safe manner at all times, and not operated while under the influence of alcohol and/or drugs. All members shall act in a courteous manner and the unique character of this van's use shall be explained if such is questioned.

2. No smoking, to include e-cigarettes, chewing tobacco, or any other Tabaco use is prohibited while in or with in a 25ft perimeter of the BFT Vanpool vehicle.
3. Operation of the van in restricted to BFT-approved drivers. Prior to the operation of the van, the driver must be authorized (for insurance purposes) in one of three ways:
 - A. Attend the mandatory four-hour vanpool driver workshop prior to driving the vehicle.
 - B. Receive a vehicle orientation and on-road evaluation prior to driving the van (approximately 30 minutes). Follow up with attendance at one of the next two scheduled mandatory driver workshops.
 - C. In an emergency, request temporary emergency authroization over the telephone from BFT vanpool staff. If authorized for one day trip, this emergency authorization must be followed closely with attendance at one of the next two scheduled mandatory driver workshops.
4. The van is to be parked off-street at the residence of a vanpool group member or other BFT approved areas during non-commute hours.
5. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage or excessive loads; or for any purpose requiring the removal of seats.
6. The van is to be driven only on hard surfaced streets and highways and other normal access roads and driveways.
7. No personal use of the van is authorized. The van will never be left unattended with the engine running.
8. Unpaid fares are subject to the late fee policy and use of a collection agency.



Seat Belts MUST be worn at ALL TIMES!

This agreement shall be effective as of the date of its signing, and shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination. A Coordinator, Driver, or Rider may terminate the Agreement for any reason. BFT may terminate this Agreement if fares are below the break-even point for two consecutive months, operation of the vanpool becomes inconsistent with the evaluation criteria established by BFT, and/or the program/route is terminated. BFT may terminate an individual for involvement in an accident, incident or safety complaint; failure to pay the rider fare promptly; failure to abide by any of the program's operating policies; unauthorized personal use of the van; failure to abide by any of the terms of this Agreement; or for other good cause. Termination notification shall be confirmed by telephone or by mail to the last provided address. The affected party shall cooperate fully in return of all vanpool records, materials, the van itself, and all keys thereto as appropriate within 48 hours of termination.

This Agreement may be modified only by subsequent written agreement signed by each of the parties.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental, or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulation, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation; and, Chapter 49.60 Revised Code of Washington – Law Against Discrimination. **I have received, read, and understand this agreement.**

Name (Please Print)

BFT Staff – Name (Please Print)

Address

BFT Staff Title

City

Zip

BFT Staff Signature

Work Phone

Home Phone

Date

Signature

Date

Van # _____

Employer

E-Mail (Home) Address _____

E-Mail (Work) Address _____

COORDINATOR

DRIVER

RIDER

BACK-UP DRIVER

Vanpool Late Payment Policy:

- Individual payment received on or after the 1st of the following month will be charged a \$15.00 late fee.
- If payment is made on or after the 1st of the second month following the due date an additional \$25.00 late fee will be charged and there will no longer be a seat available on the van. For the rider to regain their seat all fares and late fees must be paid in full.
- As established in BFT Resolution 3-2014.

**Guaranteed Ride Home Program
Limited usage – Abuse not tolerated ***

Ben Franklin Transit's Guaranteed Ride Home Program will bring you to town from your work site** for these emergency reasons:

- You or an immediate family member is sick or injured.
- Family or home crisis.
- Emergency business appointments.
- Unscheduled overtime where your employer won't provide you a later ride.
- When your normal vanpool arrangement fails on homebound trip.

You must schedule your guaranteed ride between 8:00 AM and 6:00 PM Monday through Friday. 943-5442

* 1st ride free, 2nd \$10.00, 3rd \$35.00

** Hanford area pick-up is from the "Y" Barricade.