

<input checked="" type="checkbox"/> Policy Name: Travel Expense and Reimbursement Policy <input checked="" type="checkbox"/> Procedure Name: Travel Expense and Reimbursement Procedures	Original Date:	Last Reviewed: 3/9/18	Effective Date: 12/28/17
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I. PURPOSE

This policy is intended to ensure proper stewardship of New York Medical College (“College” or “NYMC”) funds while traveling on College business and ensure that valid business expenses are reported, recorded, and reimbursed in a consistent manner. The outlined procedures will help members of the NYMC community comply with all applicable rules and regulations while traveling on College business.

II. POLICY

NYMC will reimburse staff, faculty and students who incur reasonable business related expenses while traveling on behalf of the College or in support of sponsored research activities. It is the responsibility of that individual to ensure that College funds are used reasonably and appropriately and in accordance with any applicable restrictions. All employees of the College are expected to exercise due diligence when generating, reviewing, and approving transactions that commit the College to travel related expenditures. Excessive costs, circuitous routes, excess delays, or luxury accommodations and services unnecessary or unjustified in the performance of College business are not acceptable and will not be reimbursed. Travelers are responsible for excessive costs and any additional expenses incurred for personal preference or convenience. All reimbursement requests should be submitted on a timely basis within the proper fiscal year. It is the responsibility of the traveler to ensure that their reimbursement requests are accurate.

III. SCOPE

This policy applies to every individual seeking reimbursement from NYMC for travel, regardless of the source of funds. To avoid incurring costs for which you may not be reimbursed, or committing the College to costs that cannot be paid using College funds, follow the procedures.

IV. POLICY MANAGEMENT AND RESPONSIBILITIES

GENERAL

It is the responsibility of the traveler and NYMC to ensure:

- all authorized travel is related to College business or in support of sponsored research
- all expenses are actual, allowable, reasonable and necessary
- the most economical method of travel is used
- all expenses comply with Internal Revenue Service (IRS) regulations
- travelers obtain appropriate approvals prior to incurring expenses
- any exceptions to this policy are justified and documented
- adequate funds are available for expenses
- accurate records are maintained, including departure and return times and mileage

STATEMENT OF ENFORCEMENT

To be valid and permissible, all expenses must support the missions of the College. Any expense that does not support the missions of the College and does not reflect proper stewardship is considered by the College as

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non-permissible, regardless of the source of funds, and such requests will not be approved. All expenditures are subject to audit and review by the College.

Any disputes regarding this policy should be referred to the VP for Financial Operations.

The VP for Financial Operations may approve deviations from this policy upon documentation of good cause in accordance with applicable laws.

REIMBURSABLE EXPENSES

If reasonable and necessary, the following are examples of payable/reimbursable expenses as defined in this Policy:

- Air and rail travel;
- Car rental;
- Change or cancellation penalties imposed by the airlines if due to unavoidable circumstances (supporting documentation must be supplied with the T&E form);
- Gasoline for rental vehicles;
- Ground transportation including taxi and metro fares, mileage for personal vehicles, parking fees and tolls;
- Laundry/dry cleaning during trips longer than five calendar days;
- Lodging;
- Meals (per diem rates apply)
- Miscellaneous (room service, luggage storage and valet);
- Registration and fees for attendance at approved conferences and seminars;
- Taxes associated with transportation, lodging and meals;
- Telephone, personal or rented cell phone, faxes and internet access where required for business purposes; and
- Tips associated with lodging, meals and transportation if customary.

NON- REIMBURSABLE EXPENSES

Non-reimbursable expenses are those expenses that are not related to any activity of the College, are not required in carrying out an individual's task or responsibility at work, or do not benefit the College. Non-reimbursable expenses include, but are not limited to the following:

- Automobile repairs
- Child care
- Credit card annual fees
- Delinquency fees or finance charges on personal credit cards
- Dues in private clubs
- Frequent flyer and other similar awards for hotel and car rentals
- Grooming services (i.e. haircuts and shoe shines, etc.)
- Gym and recreational fees, including massages and saunas
- In-room movies
- Medical care
- Pet care
- Traffic violation penalties

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- Upgrades (air, hotel, car, etc.)
- Sightseeing tours
- Travel expenses of a spouse or guest accompanying a College employee on business travel (unless the travel itself of the spouse is deemed a legitimate NYMC business expense and meets other requirements of this policy)

TRANSPORTATION

A. Air travel

1. Travelers are expected to choose the lowest-priced, most feasible airfare available, considering the following:
 - Travelers' itinerary and connection times and
 - Restrictions and/or cancellation/change fees.
2. The College will not reimburse for first-class or business-class airfares. Business class airfare is permissible only with upgrades for frequent flyer miles provided by the employee. While membership fees for frequent flyer clubs are not permissible, employees may retain frequent flier miles earned.
3. The College will not reimburse for seat upgrades (Even More Space, Comfort +. etc.)
4. The College will reimburse a maximum of 1 baggage check-in fee per flight if a free bag is not provided by the airline. If you are traveling for recruitment purposes and you are taking recruitment materials, you may be eligible for 1 additional baggage check in fee per flight.
5. The College will reimburse for internet usage during a flight only if it is necessary for business purposes.
6. The College will not reimburse tickets purchased using frequent flyer miles or personal credit vouchers.

B. Travel by rail

Rail travel may be used whenever feasible and/or when it is more economical than air travel. Travelers are expected to choose the lowest, most reasonable coach fare available taking into consideration travel and connection time.

C. Ground transportation

Travelers will be reimbursed for ordinary and reasonably priced ground transportation including to and from airports or railroad stations and transportation between the traveler's hotel and other points of business.

Public transportation in metropolitan areas and rideshare options (e.g., Uber, Lyft, taxi) should be used whenever possible to realize greater savings and convenience rather than renting a car. Car services may only be used if prior approval is given by the VP for Financial Operations. Rental cars should be used only when more cost effective or more feasible than other alternatives.

When traveling between campuses, employees should use the most cost effective means of transportation. Employees will not be reimbursed for travel that is within their routine commute.

1. Personal vehicles

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Employees may use personal vehicles for business travel when doing so is less expensive than renting a car or taking a taxi. Valid expenses related to the use of personal vehicles for business travel are reimbursed based on the College's standard mileage rate, which covers the use of the vehicle and gasoline. The College will reimburse employees using the IRS Standard Miles Rate for Business.

Costs of repairs to personal vehicles during business travel are personal expenses and are not subject to reimbursement.

Owners of vehicles used for College business are responsible for ensuring adequate insurance coverage for their protection and for the protection of any passengers. Their personal auto insurance carrier is deemed the primary insurance carrier. NYMC does not protect the driver or the owner against loss resulting from bodily injury or damage to property..

The Touro College and University System maintains a corporate discount at The Parking Spot. This discount can be used for both corporate and personal travel. The Parking Spot is available at JFK, La Guardia and Newark Airports. You must preregister in order to obtain your discount card. Using this card will provide 20% off of long term parking fees. Users should sign up at:
<https://www.theparkingspot.com/promotions/corporatehome.aspx?CCode=Tour4032>

2. Rental Cars

Costs related to rental cars are deemed valid business expenses when renting a car is less expensive or more feasible than other transportation options available. Reimbursement will only be made for standard and non-luxury cars.

Reimbursable costs include daily rental fee, mileage fee, tolls, GPS and authorized insurance charges. The College will not reimburse travelers for Personal Accident Insurance or other liability insurance offered by domestic rental car agencies, unless the rental car was booked through the Purchasing Department. Employees booking a rental car for College purposes outside of the Purchasing Department will be responsible for providing their own insurance and any uncovered costs associated with accidents.

MEALS

Travelers are required to provide detailed, receipts or other appropriate documentation for all meals taken throughout the trip. Individuals who travel on College business are eligible to be reimbursed for reasonable meal expenses they incur up to \$85 per day when overnight business travel is involved, or when travelers are away from their normal work location for an entire day on College business. This provision does not apply to travel between New York campuses and locations.

ENTERTAINMENT

Entertainment may be claimed if it is for the purpose of advancing the College's business interests, it is within the bounds of good taste, moderation, and legal requirements and the cost is within reasonable limits. The receipts must specify the name of all participants, their relationship to NYMC and the reason for entertaining. Entertainment expenses should receive prior approval from the VP for Financial Operations, when possible.

LODGING

Individuals who travel on College business are expected to stay in a standard room at a hotel that is on or close to the location of business.

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- A. Costs that are charged to the hotel room are valid and reimbursable if they are related or necessary to College business and are reasonable. The final itemized hotel bill, which reflects all charges made to the room, is required for reimbursement.
- B. The College's general guideline is that total expenses for lodging should not exceed \$250 per day excluding taxes and fees, unless approved by the VP for Financial Operations.
- C. Conference packages are allowable if supported by confirmation receipts showing all-inclusive rates (registration, hotel, meals, airfare, etc.).
- D. Alternative forms of lodging are allowable if supported by a contract approved by the legal department prior to travel.

TRAVEL ADVANCES

- A. The College allows a reasonable advance which is intended for anticipated expenses. The VP for Financial Operations has the sole and absolute discretion whether or not to approval travel advances. All travel advance requests must be submitted to the VP for Financial Operations using the Travel Advance Request form (Appendix E).
- B. Travel advances will not be issued for expenses which can be made prior to travel (i.e., airfare, lodging, conference registration). Employees may contact the Purchasing Department for any pre-travel expenses.
- C. Employees are required to sign a promissory note prior to receiving a travel advance. (Appendix A)
- D. Support must be provided for anticipated expenses.
- E. Travel advances will not be issued to non-employees.
- F. Request for advances must be received at least ten (10) business days before the advance is required.
- G. Recipients of travel advances will be required to sign a Cash Advance Agreement (Appendix B) Travel advances must be accounted for on the Travel and Expense Reimbursement form, as detailed in the Expense Reporting section. Failure to account for travel advances within the required time frame may result in the following outcomes:
 - No future travel advances being granted to the individual; and/or
 - The College will deduct charges from salary.
- H. A new Travel Advance will not be authorized until all previous advances are closed out.
- I. The advance should not be used for service payments such as honoraria or for expenses such as gifts, prizes, or awards.
- J. Travel advances must be cleared within 30 days from the "end date" of the trip or event specified on the travel advance form. Funds not utilized must be refunded to the College within 30 days.
- K. In the event an employee is separated from the College prior to their trip, the employee is obligated to fully reimburse NYMC for any travel advance outstanding.

CANCELLATIONS/REFUNDS

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- A. Tickets that have been personally purchased for future trips that are subsequently cancelled may be reimbursed, provided the reason for cancellation is beyond the individual's control and in furtherance of College business. Cancellation fees incurred due to travelers' negligence are not deemed valid business expense and therefore not reimbursable.
- B. Unused tickets have a cash value and must not be discarded or destroyed. The traveler is responsible for contacting the airline or booking agent about future use of such tickets. In the event the traveler separates from the College without using the unused ticket, traveler must reimburse the College for the amount of the ticket.
- C. In the event any reimbursed expenses are refunded by a vendor to the traveler, it is the responsibility of the traveler to promptly notify NYMC and repay the amount.

SPOUSE/FAMILY ACCOMPANIMENT

The College will not reimburse for business, travel or entertainment expenses for spouses, family members or guests who accompany College employees or students on College business except in those unusual circumstances which require their presence. Such exception must be approved in advance by the VP for Financial Operations and approval included in their Travel and Expense Reimbursement Report.

DOCUMENTATION

All requests for reimbursement must be submitted with receipts using the Travel and Expense Reimbursement Form. (Appendix C) In the event an employee does not have a receipt, they must fill out a Missing Receipt Form. (Appendix D) Employees can submit up to two Missing Receipt forms. If the traveler is submitting a receipt for an NYMC group meal, the receipt must specify the name and department of all participants. NYMC will not reimburse for alcohol. Restaurant receipts showing only a total charge is not an acceptable receipt.

Any written approvals required under this policy must be attached to the employee's Travel and Expense Reimbursement Form.

SABBATH HOLIDAY STAY

NYMC takes into consideration the religious observances of its employees and provides accommodations when necessary. Requests for religious-based adjustments to adjust travel itineraries should be submitted for pre-approval to the Vice President for Financial Operations.

SPONSORED PROGRAMS

- Domestic and foreign travel charged to a sponsored program should follow the guidelines set forth in this policy unless the funding agency imposes greater restrictions.
- All travel advance and or reimbursement requests for domestic and foreign travel on sponsored research projects must have sufficient justification by the Dean of the respective School of the College and comply with the terms and conditions of the sponsored research award. This includes compliance with the Fly America Act for foreign travel on federal awards.
- Domestic travel includes travel within and among the fifty (50) United States and its territories and possessions, and Canada and in most cases Mexico.
- Domestic travel included in the approved budgets of federally sponsored projects is generally permissible if it supports the purpose of the project.

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- The federal government defines foreign travel as any travel outside the United States and its territories and possessions, and Canada. In the case of other sponsored research agreements, foreign travel may be specifically defined in the contractual documents.
- Some foreign travel requires pre-approval by the sponsor. Since sponsors' regulations vary, principal investigators should be familiar with those that are applicable to their projects.
- When traveling on federally funded projects, travelers may request the hotel's government rate. A letter from the project sponsor may be required upon check-in to confirm funding source.
- If traveling internationally on federal grants or contracts, a United States flag carrier must be used. For specific federal guidelines on this issue, click here on the <http://www.tvlon.com/resources/FlyAct.html> for details. Prior approval from the Purchasing Office should be obtained if someone needs to deviate from this policy.
- A principal investigator may be reimbursed for meals from federally sponsored project funds if he/she is in travel status.
- The cost of local meetings can be charged to sponsored projects; however, the cost of local meals will not be reimbursed from sponsored project funds for College employees unless specifically authorized by the sponsor.
- Federal regulations (and where sponsors so dictate) prohibit the reimbursement of alcoholic beverages with federal funds under any circumstances.
- Any questions regarding travel or entertainment on federal grants or contracts should be directed to the Purchasing Office.

APPENDIX A

PROMISSORY NOTE

Section A: Borrower (Employee) Section		
1. Name (last, first, middle initial) Permanent Address (street, city, state, zip)	2. Employee ID #	
	3. Date of Birth (mm/dd/yyyy)	
	4. Telephone Number:	
	5. Drivers License Number (List State):	
Section B. School Section		
6. School Name & Address:	7. Employment Status <input type="checkbox"/> Fulltime <input type="checkbox"/> Part-Time <input type="checkbox"/> Staff <input type="checkbox"/> Faculty	8. Service Charge __ of Loan Amount Late Charge __ per Late Installment
	9. Total Loan Amount Bi-weekly/Monthly//Quarterly Installments [circle one]: See below	10. Terms and Conditions: See below

Terms and Conditions

APPLICABLE LAW – This Promissory Note shall be governed by the laws of the State of New York, regardless of the residency of the parties hereto and any conflicts of law.

REPAYMENT – I am obligated to repay the principal amount of the Balance on my account with New York Medical College (School) together with a one-time service charge set forth above and any late charge set forth above, to the School in installments as set forth above. I understand, acknowledge and agree that the School will report the amount of my installment payments, along with the amount of this Balance, to at least one credit bureau organizations. My repayment period may be extended at the School’s discretion during periods of deferment, hardship, or forbearance and, in that event, I may make graduated installments in accordance with a schedule approved by the School. All installments shall be deducted from my bi-weekly pay until paid in full. The School may round-up my installment payments to the next highest multiple of \$5.00.

TERMS OF REPAYMENT– I understand that repayment of this note will begin immediately and continuing on the first business day of each month thereafter until paid in full.

ACCELERATION– I acknowledge, understand and agree that if I leave New York Medical College on my own accord at any time and for any reason prior to the balance being paid, than the remaining balance of my account will be accelerated and will be due and owing within thirty (30) days of my last date at New York Medical College.

LATE CHARGES – The School will impose late charges if I do not make a scheduled payment when due or if I fail to submit to School on or before the due date of the payment, a properly documented request for any of the forbearance, deferment or cancellation benefits described below. School may add the late charge to principal the day after the scheduled payment was due or include it with the next scheduled payment after I have received notice of the charge and such notice is sent before the next installment is due.

DEFAULT – The School, may, at its option, declare my Loan to be in default if (1) I fail to make a scheduled payment when due (unless I contact _____ who provides me with a courtesy); (2) I fail to submit to the School, on or before the due date of a scheduled payment, documentation that I qualify for a forbearance, deferment, or cancellation; or (3) I fail to comply with the terms and conditions of this Promissory Note or any written repayment agreement with the School.

The School may assign a defaulted Loan to a designated collection agency for collection. If this Note is assigned and an arbitration proceeding is commenced to recover the unpaid balance due to the School, then, in that event: (A) I waive all my defenses in any arbitration proceeding brought by School to recover the unpaid balance of the Note; and (2) I agree that this Note is an instrument for the payment of money only and that School will have the absolute right to obtain an award against me for the unpaid balance of the Note. I hereby authorize the School to immediately disclose to credit bureau organizations, without any notice to me, that I have defaulted and all other relevant Loan information. I will lose my right to defer payments and my right to forbearance if I default on my Loan. The School may accelerate my defaulted Loan. Acceleration means that the School demands immediate payment of the entire unpaid balance of the Loan, including the service charge, late charges, and collection costs. In the event of default, the School may withhold my academic records until such time as the default is cured.

CHANGE IN STATUS – I will inform the School immediately of any change in my name, address, telephone number, employee ID#, or driver’s license number.

PROMISE TO PAY – I promise to the School, or a subsequent holder of this Promissory Note, repayment of the sum advanced to me under the terms of this Note, plus the service charge, and late charges if any, which may become due as provided in this Note. I promise to pay all reasonable percentage based collection fees, including attorneys’ fees and other charges, necessary for the collection of any amount not paid when due. I will not sign this Note before reading it. This Loan has been made to me without security or endorsement. My signature certifies I have read, understand, and agree to the terms and conditions of this Promissory Note.

DEFERMENTS – To apply for a deferment, I must request the deferment from the School. My request must be in writing and include supporting documentation to prove my eligibility for a deferment.

LOAN REHABILITATION – If I default on my Loan, I may rehabilitate my defaulted Loan by requesting the rehabilitation and by making a voluntary, on-time, monthly payment, as determined by the School, each month for twelve (12) consecutive months. If I successfully rehabilitate my defaulted Loan, I will again be subject to the terms and conditions and qualify for any remaining benefits and privileges of my original Promissory Note and the default will be removed from my credit history. I understand that I may rehabilitate a defaulted Loan only once.

PREPAYMENT – I may prepay all or any part of my unpaid Loan balance at any time without penalty. Amounts I repay in the calendar year in which the Loan was made and before the initial grace period has ended will be used to reduce the amount of the Loan and will not be considered a prepayment. If I repay amounts during the year in

which the Loan was made and the initial grace period has ended, only those amounts in excess of the amount due for any repayment period shall be considered a prepayment. If, in a year other than the award year in which the Loan was made, I repay more than the amount due for an installment, the excess will be used as an advance payment of the next regular installment.

ARBITRATION – Any and all disputes arising out of or relating to this Agreement or its termination, except those disputes requiring immediate equitable or injunctive relief which may be heard by the court, shall be settled through expedited binding arbitration before a single arbitrator (who shall be an attorney knowledgeable in the subject matter of this Agreement). Arbitration shall be conducted at 40 Sunshine Cottage Road, Valhalla, NY 10595 and will be conducted in accordance with the commercial rules of the American Arbitration Association ("AAA") or its successor. The arbitrator shall be vested with determining all matters surrounding the Agreement, including, but not limited to, the enforceability and scope of this arbitration clause. The costs of such arbitration shall be borne equally by the parties with each party also bearing its own attorneys' fees and costs associated with presenting its proof. Judgment upon the award may be entered in any court of competent jurisdiction. I agree that the AAA may exercise personal jurisdiction over any claim made by myself or the School in relation to this Promissory Note.

MISCELLANEOUS – This Promissory Note expressly supersedes all prior agreements and understanding between the parties regarding its subject matter. All such prior agreements and understandings are hereby merged. Any failure by School to enforce this Promissory Note on any one occasion shall not be deemed a waiver of its right to enforce this Promissory Note on any other occasion. Any waiver, amendment or modification of any term of this Promissory Note shall not be effective unless signed by School. This Promissory Note is binding upon me, my heirs, administrators, executors, successors and assigns.

I UNDERSTAND THAT I AM RECEIVING A LOAN THAT MUST BE REPAYED TO SCHOOL PURSUANT TO THE ABOVE TERMS AND CONDITIONS.

Borrower (_____) Signature

Date

APPENDIX B



NEW YORK MEDICAL COLLEGE

A MEMBER OF THE Touro College and University System

OFFICE OF THE GENERAL COUNSEL/OFFICE OF INSTITUTIONAL COMPLIANCE

ADMINISTRATION BUILDING, 2ND FLOOR

VALHALLA, NEW YORK 10595

TEL: 914-594-4567

FAX: 914-594-4328

CASH ADVANCE FOR TRAVEL EXPENSES AGREEMENT

(This form must be accompanied by an approved check request)

I, received a cash advance of \$_____ on _____ (insert date) for my trip to_____. The expected travel dates are:_____.

I understand that this cash advance must be settled by completing a Travel Reimbursement Request and submitting appropriate travel receipts within 90 days after the expenses have been incurred (the completion of the trip.) If I do not account for my cash advance within 90 days of the end of the trip, I authorize the New York Medical College Payroll Department to deduct the full outstanding amount of the cash advance from my next available paycheck(s).

EMPLOYEE SIGNATURE: _____ DATE: _____

Traveler Information Employee ID (if applicable):

First Name: _____ Last Name: _____ Phone #: _____

Address: _____ City, State, Zip _____

Purpose of Trip: _____

Foreign Travel Exchange Rate Used (if any): _____

Acct. Coding: Chart: Fund: Org: Program:

Expenses Paid by Traveler

		Date (MM/DD/YY)									TOTALS	ACCOUNT
Transportation	Travel To											
	Travel From											
	Airfare/Rail											
	Car Rental											
	Personal Car Mileage											
	Mileage Allowance (Personal Car)		0.545		0.545							
	Mileage Charge		\$	-	\$	-	\$	0.545				
	Taxis/Bus/Limo											
	Gas Amount (Rental Car)											
	Parking/Tolls											
Lodging	Rooms											
	Telephone											
	Fax											
Meals	Breakfast											
	Lunch											
	Dinner											
Others	Entertainment											
	Seminar											
	Membership Dues											
	Conference Fees											
	Miscellaneous											
Subtotals		\$	-	\$	-	\$	-	\$	-	\$	-	
Total Expenses:											\$	-

Expenses Paid In Advance by NYMC, Including Credit Card Charges (With Backup Documentation)

Date	Expense	Description	AMOUNT	ACCOUNT
Total Expenses Paid in Advance			0.00	

Total Expenses to be reimbursed \$ -

I hereby certify the information provided above is an accurate record of expenses incurred by me.

Traveler Name/Signature: _____ Date: _____

Authorization Name/Signature: _____ Date: _____

Your approved expense report will not be processed without your FOAP. Please attach receipts or appropriate backup documentation.



MISSING RECEIPT FORM

PURPOSE: Use this form when you are requesting reimbursement from the College for expenses that are not supported by receipts or other documentation deemed appropriate by the Travel Expense Reimbursement Policy of the College.

Employee Information

Employee name	
E-mail	
Department	
Phone	

Travel Expense Information

Supplier Name	
Supplier Phone Number	
Supplier Address	
Date of Purchase	
Amount of Purchase	
Expense Description	
Business Purpose	

Certification Statement

I certify that the receipt/s for the expense/s reported was/were lost and a copy could not be obtained from the vendor. I certify that these expenses will not be submitted for reimbursement from any other organization or agency and that they do not include federal "unallowable costs" except as noted.

(Employee) Print Name	
(Employee) Sign Name	
Date	
(Supervisor) Print Name	
(Supervisor) Sign Name	
Date	



NEW YORK MEDICAL COLLEGE
A MEMBER OF THE Touro COLLEGE AND UNIVERSITY SYSTEM

Cash Advance Request Form

Employee Name: _____

Employee ID Number: _____

Travel/Event Dates: _____

Advance Amount: _____

Description of Advance:

Requester Signature _____

Requester Printed Name: _____

Date: _____

Department Head Signature: _____

Department Head Printed Name: _____

Date: _____

Approval by VP for Financial Operations: _____

Date: _____

Notes: