

## **FIRST AMENDED PROFESSIONAL SERVICES AGREEMENT**

This First Amended Professional Services Agreement ("Agreement") is entered into effective August 31, 2017 between the Regents of the University of New Mexico ("UNM"), for the Office of University Counsel ("UNM OUC"), and Bruce D. Black LLC ("Investigator") and is a substitute for and in lieu of the Professional Services Agreement entered into August 25, 2017.

### **RECITALS**

- A. UNM is in need of assistance with a preliminary investigation and legal analysis ("Investigation") as described in Attachment A ("Scope of Services"). The Investigation shall be overseen by UNM OUC and one or more designated UNM administrator(s), and is to be done on a confidential basis, subject to the attorney-client privilege and the attorney work product doctrine where applicable.
- B. Investigator is willing to provide services to UNM OUC for the benefit of the UNM under the terms and conditions set forth in this Agreement.

**The parties agree as follows:**

### **I. SERVICES**

- A. Investigator will conduct the Investigation described in Attachment A.
- B. Investigator will travel to the UNM campus in Albuquerque, New Mexico to conduct the on-site portion of the Investigation. It is anticipated and expected that the on-site portion of the Investigation will be completed by no later than October 31, 2017.
- C. UNM will provide to Investigator the records and information necessary to perform the Investigation. All records provided to Investigator will be returned to the UNM upon completion of the Investigation.
- D. Investigator will conduct interviews as requested by UNM. Investigator may also interview additional individuals, as appropriate, to complete the Investigation.
- E. Investigator will provide periodic confidential oral briefings of his progress and legal analysis to designated UNM administrators and the UNM OUC, subject to the attorney-client privilege and the attorney work product doctrine where applicable. The briefings will include Investigator's recommendations, if any, for next investigative steps. Investigator may be requested by UNM OUC to provide a written report of his investigation and findings.

- F. Investigator, in providing services pursuant to this Agreement and any requested oral or written report to UNM OUC and/or other UNM administrators, is performing consulting services for UNM, and shall abide by all applicable confidentiality requirements, including but not limited to the Family Educational Rights and Privacy Act of 1974 (FERPA).

## **II. COMPENSATION**

UNM will compensate Investigator for the services contemplated by this Agreement at a rate of two hundred dollars (\$200) per hour, to be billed in one-tenth hour increments, and not to exceed twenty-five thousand dollars (\$25,000). In addition, UNM will reimburse Investigator at cost for reasonable and necessary lodging, meals and travel expenses incurred in accordance with UNM's travel policy (University Administrative Policy 4030), a copy of which is attached as Attachment B. Billing should be provided to UNM OUC. Compensation will be paid by UNM to Investigator on a reimbursement basis within 30 days after receipt of an original invoice, including original receipts, if applicable, provided by Investigator. In no event will total compensation for expenses under this Agreement exceed \$12,000.

## **III. CONFIDENTIALITY**

The parties agree that all communications between Investigator and UNM OUC, as well as any materials or information developed or received by Investigator pursuant to this Agreement, whether oral or written, are protected by applicable legal privileges and federal privacy law and therefore will be treated by Investigator as confidential. Accordingly, Investigator agrees, unless otherwise required by law, not to disclose any of his communications or any of the information he receives or develops in the course of the Investigation to any person or entity apart from UNM OUC or such other administrators as UNM OUC may designate. Any written materials prepared by Investigator for the purposes of the Investigation will be confidential material that is the property of UNM. Any use of such information for other than the express purpose for which it is provided is prohibited.

Investigator and UNM will not disclose the compensation payable to Investigator pursuant to this Agreement, except to the extent required by law or regulations, or as may be required to carry out the terms of this Agreement.

## **IV. RECORDS**

- A. Investigator will maintain appropriate records and receipts required to justify the billings by Investigator.
- B. UNM and Investigator will maintain auditable records for this Agreement at all times and for at least four years after this Agreement is terminated.

## V. RELATIONSHIP OF PARTIES

Investigator will perform professional services under this Agreement as an independent contractor. Nothing contained in this Agreement will be deemed or construed to make Investigator an agent, employee, servant, partner or joint venturer of, or with UNM.

## VI. TERM AND TERMINATION

- A. **Term.** This Agreement will be effective as of the date first set forth above, and will terminate on October 31, 2017, unless renewed by written agreement of the parties or earlier terminated as provided below.
- B. **Termination.** Either party may terminate this Agreement at any time with or without cause by delivering written notice to the other party at least five (5) calendar days in advance of the proposed date of termination.
- C. **Effect of Termination.** Upon termination of this Agreement, neither party shall have any further obligations under this Agreement, except for obligations contained in this Agreement that expressly extend beyond the term of this Agreement.

## VII. MISCELLANEOUS

- A. **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes any prior agreements or understandings with respect to the subject matter of this Agreement.
- B. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement will not operate as or be construed as a waiver of any subsequent breach of this Agreement.
- C. **Modifications.** No changes, amendments or alterations to this Agreement will be effective unless in writing and signed by both parties.
- D. **Governing Law.** This Agreement will be construed, interpreted, governed and enforced in accordance with the statutes, judicial decisions, and other laws of the State of New Mexico.
- E. **Severability.** The invalidity or unenforceability of any term or provision of this Agreement will in no way affect the validity or enforceability of any other term or provision to the extent permitted by law.
- F. **Third Parties.** Nothing in this Agreement, express or implied, is intended to confer any rights, remedies, claims, or interests upon a person not a party to this Agreement.

- G. Notices.** Any notice required to be given pursuant to the terms and provisions of this Agreement be in writing and will be sent by certified mail, return receipt requested, postage prepaid, as follows:

To UNM OUC: Elsa Kircher Cole, University Counsel  
Office of University Counsel  
MSC05 3440  
1 University of New Mexico  
Albuquerque, New Mexico 87131-0001


To Investigator: Bruce D. Black LLC  
804 Viejo Rastro  
Santa Fe, New Mexico 87505

**INVESTIGATOR:**

\_\_\_\_\_  
Bruce D. Black LLC

Date: \_\_\_\_\_

**REGENTS OF THE UNIVERSITY OF NEW MEXICO,**

By   
Bruce Cherrin  
Director, Purchasing Department

Date: 8/31/17

and

By   
Elsa Kircher Cole, University Counsel

Date: 8/31/17

## ATTACHMENT A

### Scope of Services

Under the coordination and direction of UNM OUC and UNM School of Law Dean Alfred Mathewson, engage in initial and preliminary fact-finding of certain complaints regarding the conduct of individuals within the UNM Department of Athletics ("Department"), focusing on alleged violations of University policy, Department rules and an examination of the culture within the sport where the complaint(s) originated. In particular, focus on issues relating to 1) permissible coaching techniques and 2) enforcement of department rules regarding use of illegal drugs and drug testing.

Prepare and conduct periodic oral reports of preliminary findings to UNM OUC, Dean Mathewson and other University administrators designated by UNM OUC and/or Dean Mathewson. Prepare, if requested, a written report describing the results of this preliminary investigation with recommendations for further steps. No further steps will be taken by the University or final recommendations on any personnel action, student discipline, or policy revisions be made by UNM OUC based on this preliminary investigation without further investigation and verification by the University and/or the UNM OUC.

This preliminary investigation is in addition to, and not in place of, any investigation being conducted by the UNM Office of Equal Opportunity.

Mechanisms for conducting the investigation are anticipated to include:

- one-on-one interviews with University administrators, coaching staff and other Department staff, and students;
- review of UNM documents and emails as appropriate;
- review of existing UNM policies addressing a Respectful Campus, a Drug-Free Campus, UNM Pathfinder Policy on Drugs and Alcohol, the UNM Student-Athlete Handbook, and applicable NCAA and Mountain West Conference policies and rules.

The timeline for completing this Investigation is no later than October 31, 2017.

## ATTACHMENT B

	University Business Policies and Procedures Manual
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### TRAVEL

Effective Date: March 1, 1989

Revised: 02/25/91, 09/25/92, 04/01/94, 05/19/95, 02/05/96, 09/19/97, 08/23/99, 08/28/00,  
09/25/02, 07/01/03

8/12/03, 07/01/04, 05/22/06, 01/01/08, 06/19/09, 07/01/10

Subject to Change Without Notice

Authorized by UNM Regents' Policy 7.7 "Travel Reimbursement and Per Diem"

Process Owner: VP, HSC/UNM Finance/University Controller

#### 1. General

University faculty and staff are reimbursed in accordance with this policy for reasonable and allowable costs incurred when traveling on official University business. When travel is reimbursed from external sources that have specific travel reimbursement policies more restrictive than those defined herein, the external agency policies shall be applicable. The traveler's department may use unrestricted funds, if available, to reimburse the traveler the difference between a more restrictive agency policy and this policy. Employees will not be reimbursed in excess of the limits of this policy, regardless of the sources of funds. This policy is intended to establish maximum reimbursement levels; however, colleges and departments may establish reasonable reimbursement policies that define lower limits than those defined herein. In all cases, travelers are urged to use good judgment when incurring travel expenses.

#### 2. Eligibility

The University of New Mexico Board of Regents and other non-salaried public officers of the University may elect reimbursement under this policy or under the regulations of the New Mexico Department of Finance and Administration. Students traveling on University business are reimbursed in accordance with this policy. Students traveling on behalf of a UNM student organization are reimbursed according to the applicable student organization's policies and procedures, but at no time will they be reimbursed in excess of the limits of this policy, regardless of the source of funds. The Internal Revenue Service (IRS) has specific requirements for reimbursing foreign nationals, which are described in "Foreign Nationals" Section 5.1. Policy 2180, UBP.

#### 3. Reimbursement

To be eligible for travel expense reimbursement other than mileage, travelers must be on official University business at least twenty (20) miles away from their assigned work location. All

travelers seeking reimbursement of travel costs incurred by using personal funds should submit required documentation to the departmental employee authorized to complete a Direct Pay Approval (DPA) Form using the Banner form FZADPEZ. A detailed description of the UNM business purpose of the travel must be included. The department must print the completed DPA Form, attach required documentation, and obtain the signature of the traveler and his or her dean, director, or department head. A principal investigator (PI) is required to sign in lieu of the dean, director, or department head for individuals traveling on the PI's contract or grant. If the traveler is a dean, director, department head, or PI, the DPA Form must be signed by the traveler's supervisor. The completed DPA Form and attachments must be sent to the applicable Financial Services accounting office for approval as soon as possible, but no longer than fifteen (15) business days after completion of the travel. To expedite processing of requests for travel reimbursement, travelers should thoroughly explain their travel claims and attach original itemized receipts and supporting documentation which verifies that the expenses were paid by the person being reimbursed. This is important for processing and to satisfy internal and external reviews and audits. If original receipts are unavailable, the traveler must attach a signed statement certifying that no other reimbursement claim will be submitted to any other entity. The statement must also be signed by the dean, director, or department head and indicate that the department assumes responsibility for duplicate payment.

#### **4. Prior Approval**

##### **4.1. Travel Within the United States**

Colleges and departments may establish procedures for requiring prior approval of travel within the United States. The University will process claims for reimbursement signed by deans, directors, department heads, or PIs and assume prior approval was or would have been granted.

##### **4.2. International Travel**

Faculty and staff traveling on international business should receive the prior approval of their dean, director, department head, or PI. In the case of a dean, director, department head, or PI, the approval must be made by the person who is in a position of authority over the traveler. Where the traveler has continuing business overseas, such approval may cover multiple trips. Traveling on restricted contract and grant funding may require prior written approval for each international trip from the sponsoring agency.

UNM employees are required to comply with all export control laws and regulations. Information about how these laws and regulations affect international travel is available on the **Vice President for Research's export control website.**

#### **5. Travel Time Defined**

For purposes of computing the appropriate per diem allowances, travel time includes the time required to travel to and from the business destination. Travel time may not include normal commuting time which is defined as the normal time required to travel from the traveler's principal residence to and from the place of employment. Commuting is not considered University business regardless of whether work is performed during the trip. If required due to

the start and end times of the business event, travel time on the day before and/or after the event may be allowed. Travel time does not include time spent for personal business or time required to travel by car which exceeds travel time via commercial transportation, unless travel by car is necessitated by the nature of the trip.

### **5.1. Commercial Transportation**

When traveling via commercial transportation, the following may be added to the scheduled departure or arrival times for the purpose of determining allowable meals:

#### **Departure:**

Domestic travel: one and a half (1 1/2) hours for domestic travel

International travel: two (2) hours for international travel.

**Arrival:** one (1) hour.

Any departure or arrival times that do not coincide with the ticket must be explained in writing on the DPA Form.

### **6. Travel Insurance**

Travel insurance for international travel is available through the University Safety and Risk Services Department. This coverage will help an employee who becomes sick or injured while traveling in a foreign country locate medical care. While this coverage is available, it is considered an optional, personal expense, and therefore cannot be paid for with University funds, including grant funds. Please contact the **Safety and Risk Services Department** for more information regarding the coverage provided under the travel insurance policy.

### **7. Transportation**

Transportation expenses are the ordinary and necessary expenses of getting from the traveler's place of employment to another work site while on University business. Per federal regulations (FAR 52.247-63), transportation paid by a federal contract or grant must use American carriers whenever possible.

"Commuting" is not considered University business regardless of whether work is performed during the trip. "Commuting" is defined as traveling from the residence to the place of employment. An employee may be reimbursed the cost of parking at the airport. In lieu of parking, the employee may be reimbursed the cost of transportation to and from the airport (such as by taxi) if it is less than the cost of parking at the airport. The employee will be reimbursed for such transportation expenses with proper documentation.

#### **7.1. Commercial Airlines**

The University will pay the cost of commercial airline travel, including luggage fees, at the lowest available rate at the time of the reservation based on a reasonable flight schedule. Travelers are encouraged to plan their travel far enough in advance to be able to receive the lowest available airfares.



#### **7.1.1. Frequent Flyer Mileage**

All frequent flyer mileage or other incentives earned by the individual while on University business may be retained by that individual for University or personal use. Further, the method and routing of travel must not be arranged solely to take advantage of such incentives. The use of frequent flyer miles and other incentives for University business are not reimbursable by the University, as these are not actual out-of-pocket expenses that have been incurred by the traveler.

#### **7.2. Chartered Transportation**

Chartered transportation will be reimbursed in full when there are financial savings associated with this type of travel or where there are unique time constraints that favor chartered transportation. Otherwise, chartered transportation will be reimbursed at the lower of the cost of commercial travel at the lowest available rate at the time of the reservation or the actual charter expense.

#### **7.3. Automobile Rental**

Travelers are encouraged to use cost effective public transportation when available, but are authorized to rent automobiles when necessary. The business need for the rental car must be fully explained on the reimbursement request. Reimbursement for expenses incurred when traveling by a rented automobile in lieu of air travel for out-of-state travel may not exceed the cost the traveler would have otherwise incurred if the traveler had flown. Due to the increased risk of rollover accidents associated with fifteen (15) passenger vans, these vehicles may not be rented for University business. Travelers should use the services of those vendors with which the University has contracted for favorable terms. These rates can be viewed on the **Purchasing Department** website. However, if a different vendor has more favorable rates, that vendor may be used.

##### **7.3.1. Insurance**

For insurance purposes, the State of New Mexico Risk Management Division treats rental cars rented by University employees or students for UNM business as if they were UNM vehicles. Consequently, no additional insurance should be purchased from the rental car vendor. For liability purposes, UNM is covered by the Tort Claims Act. For physical damage, UNM's damages would be capped at \$1,000 (\$250 paid by the renting department and \$750 paid by Safety and Risk Services). The State of New Mexico Risk Management Division will pay any damages over the \$1,000 cap.

For international travel, contact **Safety and Risk Services** for a determination as to whether insurance needs to be purchased.

### **7.3.2. “Global Positioning System” (GPS) Feature**

Generally, the GPS feature offered by rental car companies is not considered an “ordinary and necessary expense” and payment for this feature with University funds is not normally authorized. However a dean, director, or department head may authorize payment for the use of a GPS feature if he or she decides it is in the best interest of the University. This authorization must be made prior to the trip, be in writing, include a justification, and be submitted with the travel reimbursement form.

### **7.4. Personal Automobile**

Per the New Mexico State Per Diem and Mileage Act use of a privately owned vehicle for official University business may be reimbursed up to the Internal Revenue Service (IRS) standard mileage rate in effect for the time specified in the New Mexico Per Diem and Mileage Act. Refer to the “Travel” section of the **Financial Services Unrestricted Accounting, Main website** for the current allowable rate. Each department should decide and communicate if they will reimburse at a lesser rate. Employees can be reimbursed only for miles actually driven while conducting University business. The rate is intended to cover all costs associated with owning the automobile, including gasoline, maintenance and repairs, insurance, etc.

#### **7.4.1. In-State Mileage**

Mileage reimbursement for in-state travel between cities will be based on the official mileage chart (**Exhibit A.**). Additional mileage reimbursement for conducting University business while at the business destination will be allowed when explained.

#### **7.4.2. Local Mileage**

Mileage reimbursement may be allowed for the use of a personal automobile while on University business within the local area, excluding mileage normally associated with commuting from the residence to the place of employment. Mileage must be recorded on a log, using odometer readings to the nearest tenth of a mile.

#### **7.4.3. Out-of-State Mileage**

Reimbursement for expenses incurred when traveling by personal automobile in lieu of air travel for out-of-state travel may not exceed the cost the traveler would have otherwise incurred if the traveler had flown. If the traveler drives due to personal preference, they must provide documentation of what the total costs would have been had they flown. This documentation should include at least three (3) airline quotes for the actual travel dates, the lowest of which should be used in the comparison, as well as documentation showing what the most economical local transportation would have cost. The reimbursement amount allowed will be the lower of the total air travel costs, or the mileage reimbursement. If the traveler fails to provide the required comparison information, the Financial Services accounting office will calculate the comparison and determine the allowable reimbursement.

### **7.5. Privately Owned Airplane**

Use of personal aircraft will be reimbursed at the rate of eighty-eight cents (\$.88) per mile or the lowest available airfare at the time commercial reservations would normally have been made, whichever is less.

### **7.6. Taxi Fares**

Taxi fares may be reimbursed for travel to and from a business destination such as airport, hotel, conference site, or other location necessitated by the business trip. Taxi fares for travel to restaurants for personal meals or other locations of personal interest are not allowed.

### **7.7. Fleet Vehicles**

The University Physical Plant Automotive Center provides a full-service rental service at competitive rates. Refer to **“Use of University Vehicles” Policy 7780, UBP** more information.

### **7.8. Zipcar Rental**

Zipcar vehicles are available for rental for University business and reimbursement can be requested for miles actually driven while conducting University business. The rate is intended to cover all costs associated with operating the automobile including gasoline, maintenance and repairs, insurance, etc.

### **7.9. Other Types of Transportation**

Occasionally a traveler may need to use alternate types of transportation, such as a boat. To request reimbursement, the traveler must attach a detailed receipt and explanation to the DPA form.

## **8. Procurement Procedures**

Travel expenses, excluding meals, may be purchased with a University Purchasing Card (PCard). Refer to “Using the PCard for Travel” on the **Purchasing Department** website for specific procedures. Prepayment of conference or workshop fees should be made with a PCard or via the DP-EZ process paying the vendor directly. If a PCard is used to make travel purchases that are not in compliance with this policy, the cardholder must immediately reimburse the University for the disallowed expenses. When using a PCard to pay for travel expenses, care should be taken to use vendors who will issue refunds or allow for future use of services purchased in the event the travel does not occur. Individuals who do not complete travel plans for which expenses were paid on a PCard will be required to reimburse UNM for those expenses unless a valid reason is provided.

As an alternative to using the PCard a traveler may use personal funds to pay for the travel expenses and request reimbursement using the DP-EZ process after they return from the travel. The traveler must attach receipts to document that they incurred the expenses. A traveler’s per diem meal expenses must be paid for using personal funds which will be reimbursed using a DP-EZ upon completion of the travel.

### **8.1. Chartered Transportation**

Chartered transportation for group or team travel must be processed through the Purchasing Department. Departments should submit Purchase Requisitions to the **Purchasing Department** a minimum of thirty (30) days before the intended travel in order to allow for completion of this process.

## **9. Lodging and Meals**

Travelers may be reimbursed expenses for lodging and meals, subject to the limitations of this section. Per diem meal reimbursement includes the actual cost of food, beverages, gratuities, and incidental expenses. Receipts are not required for travel costs reimbursed on a per diem basis. Normally, the traveler will use the per diem rate for the location where the business event occurred. If the traveler uses a different rate, an explanation must be attached to the DPA Form. Reimbursement of meals to individuals who travel without an overnight stay may be requested using the DP-EZ process that generates a DPA Form. In accordance with Internal Revenue Service (IRS) regulations, such amounts are reported on the individual's W-2 form as additional compensation. Travelers may be reimbursed for lodging and meal expenses by any one of the methods listed below.

### **9.1. Per Diem Allowance for International Travel and Travel within the United States**

The per diem allowance for international travel and travel within the United States is defined in the New Mexico Per Diem and Mileage Act. Travelers may request reimbursement of eighty-five dollars (\$85) for in-state travel and one hundred fifteen dollars (\$115) for out-of-state and international travel. This per diem rate allowance is a payment in lieu of reimbursement for actual lodging and meal costs, and is intended for each twenty-four (24) hour period or for a period of less than twenty-four (24) hours if overnight lodging is required. In the latter case, the per diem is reduced for meal costs not allowed. Any reduction in or addition to meal per diem amounts will be calculated in accordance with **Section 9.2.** herein and will be based on the location where the business event occurred. This allowance is a payment in lieu of reimbursement for lodging and actual meal costs. If either lodging or meals are included in conference or program fees, reimbursement must be reduced by the applicable amount.

### **9.2. Actual Lodging Expenses, Plus a Per Diem Meal Reimbursement**

This method is allowed for both domestic and international travel. Actual lodging expenses paid with the traveler's personal funds will be reimbursed when supported by itemized receipts showing payment in full. Travelers may request reimbursement for actual meal and incidental expenses up to the federal per diem rates as described below. Receipts for meal and incidental expenses do not have to be submitted with the DPA Form; however, the traveler must keep records of actual expenses.

The meals and incidental expense per diem rate is determined by the IRS and the U.S. Department of State. Links to the approved meals and incidental expense per diem rates applicable to this section are listed on the **Financial Services Unrestricted Accounting, Main website**. Travelers may request reimbursement of the federal rate for each full twenty-four (24) hour period subject to limitations discussed in **Section 10.** herein.

For partial day travel, either when overnight travel is not required or when the partial day precedes or follows an overnight stay due to a business reason, the following table should be used to determine the allowable meals.

Partial Period	Allowable if Depart at/or Before	Allowable if Return at/or After	% of Per Diem Allowed for Meal
Breakfast	6:00 a.m.	7:00 a.m.	20%
Lunch	12:00 p.m.	1:00 p.m.	25%
Dinner	6:00 p.m.	7:00 p.m.	55%

For example, the breakfast portion of a \$50 per diem rate is \$10.00 (.20 x \$50), the lunch portion is \$12.50 (.25 x \$50), and the dinner portion is \$27.50 (.55 x \$50).

When travel is reimbursed from external sources that have specific travel reimbursement policies more restrictive than those defined herein, the external agency policies shall be applicable. The per diem amounts shown above are the maximum that may be claimed, unless the traveler's meal qualifies as a conference meal (see Section 9.2.1. herein) or as an official University hospitality expense in accordance with Section 4.13. "Allowable and Unallowable Expenditures" Policy 4000, UBP.

#### **9.2.1. Conference Meals and Lodging**

A "conference meal" is defined as a meal that is offered for separate purchase by the conference. When travelers incur expenses for conference meals in excess of the per diem allowances set forth above, the University will reimburse the actual meal expense upon presentation of the appropriate receipt. When meals are included in conference fees, the per diem meal reimbursement must be reduced by the appropriate percentage of the per diem amount, per the chart in Section 9.2. herein. Continental breakfast provided by a conference does not require a reduction in per diem. Reimbursement for conference lodging costs which exceeds the cost of lodging as advertised for the conference must be explained. In order to determine the advertised lodging rate and whether any meals are included in the conference fee, travelers must attach a copy of the conference advertisement to the DPA Form.

#### **9.3. Field Travel**

When travelers are on field travel status, defined as travel for an extended period where normal accommodations either are not available or desirable, a per diem allowance for lodging and

meals of \$75 may be claimed in lieu of actual lodging and meals. An example of field travel would be camping in a tent while conducting research in a remote area.

#### **10. Miscellaneous Expenses**

Other necessary business expenses paid by the traveler using personal funds, such as ground transportation and associated tips, parking, business telephone calls, registration fees, copying charges, and Internet services will be reimbursed when itemized receipts are attached. Travelers may be reimbursed for one (1) long distance call home upon arrival at their destination not to exceed \$10 per phone call. If the traveler is on extended travel (three (3) or more nights away), he or she may be reimbursed for one (1) call for every two (2) nights the traveler is away from home while on official travel not to exceed \$10 per phone call. The traveler must provide documentation of the amount of the call(s).

The meal per diem rates discussed in **Section 9.2**, above also cover incidental expenses defined by the IRS to include fees and tips for persons who provide services such as luggage handling, laundry, cleaning, and pressing of clothing. In addition, meal gratuities are considered to be included in the per diem amount. Therefore, individuals being reimbursed meal per diem cannot also separately claim reimbursement for these incidental expenses. Incidental expenses that are not considered part of the meal per diem rate, as noted in the preceding paragraph, can be reimbursed as separate charges when supported by receipts.

#### **11. International Exchange Rates**

Travelers requesting reimbursement for expenses paid in foreign currency must use the exchange rate in effect for the payment date referenced on the receipt and must attach exchange rate documentation to the DPA Form.

#### **12. Travel Advances**

As noted in **Section 8**, herein, most travel expenses with the exception of meal expenses should be purchased using a PCard. Travel advances will only be considered and authorized on an exception basis. All travel advance requests must be thoroughly documented and are subject to final approval by Financial Services.

#### **13. Attachments**

**Exhibit A.** - Mileage Chart