

Form 1023 Checklist

(Revised December 2017)

Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code

Note: Retain a copy of the completed Form 1023 in your permanent records. Refer to the General Instructions regarding Public Inspection of approved applications.

Check each box to finish your application (Form 1023). Send this completed Checklist with your filled-in application. If you have not answered all the items below, your application may be returned to you as incomplete.

- Assemble the application and materials in this order.
- Form 1023 Checklist
 - Form 2848, *Power of Attorney and Declaration of Representative* (if filing)
 - Form 8821, *Tax Information Authorization* (if filing)
 - Expedite request (if requesting)
 - Application (Form 1023 and Schedules A through H, as required)
 - Articles of organization
 - Amendments to articles of organization in chronological order
 - Bylaws or other rules of operation and amendments
 - Documentation of nondiscriminatory policy for schools, as required by Schedule B
 - Form 5768, *Election/Revocation of Election by an Eligible Section 501(c)(3) Organization To Make Expenditures To Influence Legislation* (if filing)
 - All other attachments, including explanations, financial data, and printed materials or publications. Label each page with name and EIN.

- User fee payment placed in envelope on top of checklist. DO NOT STAPLE or otherwise attach your check or money order to your application. Instead, just place it in the envelope.

- Employer Identification Number (EIN)

- Completed Parts I through XI of the application, including any requested information and any required Schedules A through H.
- You must provide specific details about your past, present, and planned activities.
 - Generalizations or failure to answer questions in the Form 1023 application will prevent us from recognizing you as tax exempt.
 - Describe your purposes and proposed activities in specific easily understood terms.
 - Financial information should correspond with proposed activities.

- Schedules. Submit only those schedules that apply to you and check either "Yes" or "No" below.

Schedule A Yes ___ No

Schedule E Yes ___ No

Schedule B Yes ___ No

Schedule F Yes ___ No

Schedule C Yes ___ No

Schedule G Yes ___ No

Schedule D Yes ___ No

Schedule H Yes ___ No

- An exact copy of your complete articles of organization (creating document). Absence of the proper purpose and dissolution clauses is the number one reason for delays in the issuance of determination letters.
- Location of Purpose Clause from Part III, line 1 (Page, Article and Paragraph Number) Pg. 1, Art. III, Para 1
 - Location of Dissolution Clause from Part III, line 2b or 2c (Page, Article and Paragraph Number) or by operation of state law Pg. 2, Art. V, Para 1
- Signature of an officer, director, trustee, or other official who is authorized to sign the application.
- Signature at Part XI of Form 1023.
- Your name on the application must be the same as your legal name as it appears in your articles of organization.

Send completed Form 1023, user fee payment, and all other required information, to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
P.O. Box 12192
Covington, KY 41012-0192

If you are using express mail or a delivery service, send Form 1023, user fee payment, and attachments to:

Internal Revenue Service
Attention: EO Determination Letters
Stop 31
201 West Rivercenter Boulevard
Covington, KY 41011

Form 2848 – Power of Attorney

b Specific acts not authorized. My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.
 List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

6 Retention/revocation of prior power(s) of attorney. The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 Signature of taxpayer. If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.
▶ IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.

Jean A. Branscum
 Signature

5/3/18
 Date

Montana Medical Association CEO
 Title (if applicable)

Jean A. Branscum
 Print Name

Simulation in Motion Montana Inc
 Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
 - d Officer—a bona fide officer of the taxpayer organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
 - h Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
 - k Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
 - r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
B	MT	4643	<i>Nathan D McLortney</i>	5/1/18
B	MT	15650	<i>Nly B</i>	5/1/18

Expedited Request

Simulation in Motion Montana Inc
82-1236014

**Form 1023 Application for Recognition of Exemption
Attachment 1: Expedited Request**

Simulation in Motion Montana Inc formally requests expedited procession of Form 1023 Application for Recognition of Exemption.

As required by statute, the circumstances and compelling reasons for requesting expedited processing are as follows:

- SIM-MT initial start-up funding, provided by the Helmsley Charitable Trust, will run out in 18 months. In order to continue to provide low cost High Fidelity Simulation training to medical providers across Montana, SIM-MT will need additional funding.
- Without verified 501(c)(3) status, SIM-MT is not eligible to apply for several grants that are available in this field. This delay will cause SIM-MT to miss another grant cycle and put the project at risk to temporarily or permanently cease operations. Ceasing operations would cause a loss of much needed medical training for rural Montana providers and a loss of employment for several employees.
- Knows grants for which SIM-MT cannot due to lack of 501(c)(3) status are through: Montana Health Care Foundation, Blue Cross Blue Shield, PacificSource Foundation, BNSF Foundation, and others.

SIM-MT is formally requesting that the processing of our application for recognition of exemption be expedited.

Simulation in Motion MT

<http://www.mobilesimmontana.org/>



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Chair
Boulder

Dave Gurchiek
Billings

Kyle Gibson
Glasgow

Edith Clark
Sweet Grass

Hope Evans
Missoula

Joby Flynn
Wolf Point

Ann Geiger
Anaconda

Darin Bell, M.D.
Missoula

Advisory Committee

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- Sara Hoxea
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- Mary Robertson
Billings
- Elaine Schuchard
Helena
- Teresa Seright
Bozeman
- Christine Williams
Miles City
- Hannah Pulaski
Bozeman

To whom it may concern,

I am writing today to explain the compelling reasons for requesting expedited processing for Simulation in Motion Montana's (SIM-MT) 501(c) 3 status.

SIM-MT initial start-up funding, provided by the Helmsley Charitable Trust, will run out in 18 months. In order to continue to provide low cost High Fidelity Simulation training to medical providers across Montana, SIM-MT will need additional funding.

Without verified 501(c) 3 status, we cannot even apply for several grants that are available in this field. This delay will cause SIM-MT to miss another grant cycle and put the project at risk to temporarily or permanently cease operations. This will cause a loss of much needed medical training for rural Montana providers and a loss of employment for several employees.

Grants that we currently cannot apply for are: Montana Health Care Foundation (due June 15th), Blue Cross Blue Shield, PacificSource Foundation, BNSF Foundation, and many others.

SIM-MT is formally requesting that our status be expedited to continue this project.

Regards,

SIM-MT Board of Directors

Form 1023 – Application for Recognition of Exemption

**Application for Recognition of Exemption
 Under Section 501(c)(3) of the Internal Revenue Code**

▶ Do not enter social security numbers on this form as it may be made public.
 ▶ Go to www.irs.gov/Form1023 for instructions and the latest information.

Use the instructions to complete this application and for a definition of all bold items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at www.irs.gov for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I – XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

Part I Identification of Applicant

1 Full name of organization (exactly as it appears in your organizing document)		2 c/o Name (if applicable)	
Simulation in Motion Montana Inc			
3 Mailing address (Number and street) (see instructions)		Room/Suite	4 Employer Identification Number (EIN)
2021 Eleventh Avenue		Ste 1	82-1236014
City or town, state or country, and ZIP + 4		5 Month the annual accounting period ends (01 – 12)	
Helena, MT 59601		12	
6 Primary contact (officer, director, trustee, or authorized representative)		b Phone: (406) 443-4000	
a Name:		c Fax: (optional) (406) 443-4042	
Jean Branscum			
7 Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, <i>Power of Attorney and Declaration of Representative</i> , with your application if you would like us to communicate with your representative.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8 Was a person who is not one of your officers, directors, trustees, employees, or an authorized representative listed in line 7, paid, or promised payment, to help plan, manage, or advise you about the structure or activities of your organization, or about your financial or tax matters? If "Yes," provide the person's name, the name and address of the person's firm, the amounts paid or promised to be paid, and describe that person's role.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9a Organization's website: None			
b Organization's email: (optional) mma@mmaoffice.org			
10 Certain organizations are not required to file an information return (Form 990 or Form 990-EZ). If you are granted tax-exemption, are you claiming to be excused from filing Form 990 or Form 990-EZ? If "Yes," explain. See the instructions for a description of organizations not required to file Form 990 or Form 990-EZ.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11 Date incorporated if a corporation, or formed, if other than a corporation. (MM/DD/YYYY)		03 / 21 / 2017	
12 Were you formed under the laws of a foreign country? If "Yes," state the country.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Part II Organizational Structure

You must be a corporation (including a limited liability company), an unincorporated association, or a trust to be tax exempt. See instructions. **DO NOT file this form unless you can check "Yes" on lines 1, 2, 3, or 4.**

- 1** Are you a **corporation**? If "Yes," attach a copy of your articles of incorporation showing **certification of filing** with the appropriate state agency. Include copies of any amendments to your articles and be sure they also show state filing certification. **Yes** **No**
- 2** Are you a **limited liability company (LLC)**? If "Yes," attach a copy of your articles of organization showing certification of filing with the appropriate state agency. Also, if you adopted an operating agreement, attach a copy. Include copies of any amendments to your articles and be sure they show state filing certification. Refer to the instructions for circumstances when an LLC should not file its own exemption application. **Yes** **No**
- 3** Are you an **unincorporated association**? If "Yes," attach a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments. **Yes** **No**
- 4a** Are you a **trust**? If "Yes," attach a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments. **Yes** **No**
- b** Have you been funded? If "No," explain how you are formed without anything of value placed in trust. **Yes** **No**
- 5** Have you adopted **bylaws**? If "Yes," attach a current copy showing date of adoption. If "No," explain how your officers, directors, or trustees are selected. **Yes** **No**

Part III Required Provisions in Your Organizing Document

The following questions are designed to ensure that when you file this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3). Unless you can check the boxes in both lines 1 and 2, your organizing document does not meet the organizational test. **DO NOT file this application until you have amended your organizing document.** Submit your original and amended organizing documents (showing state filing certification if you are a corporation or an LLC) with your application.

- 1** Section 501(c)(3) requires that your organizing document state your exempt purpose(s), such as charitable, religious, educational, and/or scientific purposes. Check the box to confirm that your organizing document meets this requirement. Describe specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document. Refer to the instructions for exempt purpose language.
 Location of Purpose Clause (Page, Article, and Paragraph): **Page 1, Article III, Paragraph 1**
- 2a** Section 501(c)(3) requires that upon dissolution of your organization, your remaining assets must be used exclusively for exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Check the box on line 2a to confirm that your organizing document meets this requirement by express provision for the distribution of assets upon dissolution. If you rely on state law for your dissolution provision, do not check the box on line 2a and go to line 2c.
b If you checked the box on line 2a, specify the location of your dissolution clause (Page, Article, and Paragraph). Do not complete line 2c if you checked box 2a. **Page 2, Article V, Paragraph 1**
- c** See the instructions for information about the operation of state law in your particular state. Check this box if you rely on operation of state law for your dissolution provision and indicate the state:

Part IV Narrative Description of Your Activities *THIS ATTACHMENT IS REQUIRED!*

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

- 1a** List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual **compensation**, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Drew Dawson	Chair	PO Box 1255	\$0.00
		Boulder, MT 59632	
Kyle Gibson	Vice Chair	23 River Dr	\$0.00
		Glasgow, MT 59230	
Dave Gurchiek	Treasurer	56 Holiday Drive	\$0.00
		Butte, MT 59701	
Ann Geiger	Secretary	608 Spruce St	\$0.00
		Anaconda, MT 59711	

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
N/A			

c List the names, names of businesses, and mailing addresses of your five highest compensated **independent contractors** that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Best Practice Medicine (BPM)	N/A	3736 Palm Street Bozeman, MT 59718	\$720,000.00

The following "Yes" or "No" questions relate to *past, present, or planned* relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a Are any of your officers, directors, or trustees **related** to each other through **family** or **business relationships**? If "Yes," identify the individuals and explain the relationship. Yes No

b Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees. Yes No

c Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship. Yes No

3a For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

b Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through **common control**? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement. Yes No

4 In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.

a Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy? Yes No

b Do you or will you approve compensation arrangements in advance of paying compensation? Yes No

c Do you or will you document in writing the date and terms of approved compensation arrangements? Yes No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

d	Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
e	Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
f	Do you or will you record in writing both the information on which you relied to base your decision and its source?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
g	If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.		
5a	Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
b	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?		
c	What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?		
	Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.		
6a	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments , such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
7a	Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length , and explain how you determine or will determine that you pay no more than fair market value . Attach copies of any written contracts or other agreements relating to such purchases.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
8a	Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b	Describe any written or oral arrangements that you made or intend to make.		
c	Identify with whom you have or will have such arrangements.		
d	Explain how the terms are or will be negotiated at arm's length.		
e	Explain how you determine you pay no more than fair market value or you are paid at least fair market value.		
f	Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.		
9a	Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. Yes No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. Yes No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. Yes No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. Yes No

Part VII Your History

The following "Yes" or "No" questions relate to your history. See instructions.

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G. Yes No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. Yes No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. See instructions.

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. Yes No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Yes No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Yes No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. Yes No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. Yes No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Part VIII Your Specific Activities (Continued)

- 4 a** Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. See instructions. **Yes** **No**
- | | |
|--------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> mail solicitations | <input checked="" type="checkbox"/> phone solicitations |
| <input checked="" type="checkbox"/> email solicitations | <input checked="" type="checkbox"/> accept donations on your website |
| <input checked="" type="checkbox"/> personal solicitations | <input checked="" type="checkbox"/> receive donations from another organization's website |
| <input checked="" type="checkbox"/> vehicle, boat, plane, or similar donations | <input checked="" type="checkbox"/> government grant solicitations |
| <input checked="" type="checkbox"/> foundation grant solicitations | <input type="checkbox"/> Other |
- Attach a description of each fundraising program.
- b** Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. **Yes** **No**
- c** Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. **Yes** **No**
- d** List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.
- e** Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. **Yes** **No**
-
- 5** Are you **affiliated** with a governmental unit? If "Yes," explain. **Yes** **No**
- 6 a** Do you or will you engage in **economic development**? If "Yes," describe your program. **Yes** **No**
- b** Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.
-
- 7 a** Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. **Yes** **No**
- b** Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. **Yes** **No**
- c** If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.
-
- 8** Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. **Yes** **No**
-
- 9 a** Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. **Yes** **No**
- b** Do you provide childcare so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**
- c** Of the children for whom you provide childcare, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**
- d** Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). **Yes** **No**
-
- 10** Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. **Yes** **No**

Part VIII Your Specific Activities (Continued)

- 11** Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution. **Yes** **No**
-
- 12 a** Do you or will you operate in a **foreign country or countries**? If "Yes," answer lines 12b through 12d. If "No," go to line 13a. **Yes** **No**
- b** Name the foreign countries and regions within the countries in which you operate.
- c** Describe your operations in each country and region in which you operate.
- d** Describe how your operations in each country and region further your exempt purposes.
-
- 13 a** Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer lines 13b through 13g. If "No," go to line 14a. **Yes** **No**
- b** Describe how your grants, loans, or other distributions to organizations further your exempt purposes.
- c** Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract. **Yes** **No**
- d** Identify each recipient organization and any **relationship** between you and the recipient organization.
- e** Describe the records you keep with respect to the grants, loans, or other distributions you make.
- f** Describe your selection process, including whether you do any of the following.
- (i)** Do you require an application form? If "Yes," attach a copy of the form. **Yes** **No**
- (ii)** Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused. **Yes** **No**
- g** Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use of resources.
-
- 14 a** Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15. **Yes** **No**
- b** Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.
- c** Does any foreign organization listed in line 14b accept contributions earmarked for a specific country or specific organization? If "Yes," list all earmarked organizations or countries. **Yes** **No**
- d** Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. **Yes** **No**
- e** Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. **Yes** **No**
- f** Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including site visits by your employees or compliance checks by impartial experts, to verify that grant funds are being used appropriately. **Yes** **No**

Part VIII Your Specific Activities (Continued)

- 15** Do you have a **close connection** with any organizations? If "Yes," explain. **Yes** **No**
- 16** Are you applying for exemption as a **cooperative hospital service organization** under section 501(e)? If "Yes," explain. **Yes** **No**
- 17** Are you applying for exemption as a **cooperative service organization of operating educational organizations** under section 501(f)? If "Yes," explain. **Yes** **No**
- 18** Are you applying for exemption as a **charitable risk pool** under section 501(n)? If "Yes," explain. **Yes** **No**
- 19** Do you or will you operate a **school**? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity. **Yes** **No**
- 20** Is your main function to provide **hospital or medical care**? If "Yes," complete Schedule C. **Yes** **No**
- 21** Do you or will you provide **low-income housing** or housing for the **elderly or handicapped**? If "Yes," complete Schedule F. **Yes** **No**
- 22** Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H. **Yes** **No**

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Part IX Financial Data

For purposes of this schedule, years in existence refer to completed tax years.

1. If in existence less than 5 years, complete the statement for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of:
 - a. Three years of financial information if you have not completed one tax year, or
 - b. Four years of financial information if you have completed one tax year. See instructions.
2. If in existence 5 or more years, complete the schedule for the most recent 5 tax years. You will need to provide a separate statement that includes information about the most recent 5 tax years because the data table in Part IX has not been updated to provide for a 5th year. See instructions.

A. Statement of Revenues and Expenses

	Type of revenue or expense	Current tax year	3 prior tax years or 2 succeeding tax years				(e) Provide Total for (a) through (d)
		(a) From <u>01/01/18</u> To <u>12/31/18</u>	(b) From <u>03/21/17</u> To <u>12/31/17</u>	(c) From <u>01/01/19</u> To <u>12/31/19</u>	(d) From <u>01/01/20</u> To <u>12/31/20</u>		
Revenues	1 Gifts, grants, and contributions received (do not include unusual grants)	1,000,000	1,904,688	1,000,000	1,000,000	4,904,688	
	2 Membership fees received						
	3 Gross investment income						
	4 Net unrelated business income						
	5 Taxes levied for your benefit						
	6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)						
	7 Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)						
	8 Total of lines 1 through 7	1,000,000	1,904,688	1,000,000	1,000,000	4,904,688	
	9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	100,000		500,000	500,000	1,100,000	
	10 Total of lines 8 and 9	1,100,000	1,904,688	1,500,000	1,500,000	6,004,688	
11 Net gain or loss on sale of capital assets (attach schedule and see instructions)							
12 Unusual grants							
13 Total Revenue Add lines 10 through 12	1,100,000	1,904,688	1,500,000	1,500,000	6,004,688		
Expenses	14 Fundraising expenses						
	15 Contributions, gifts, grants, and similar amounts paid out (attach an itemized list)						
	16 Disbursements to or for the benefit of members (attach an itemized list)						
	17 Compensation of officers, directors, and trustees						
	18 Other salaries and wages						
	19 Interest expense						
	20 Occupancy (rent, utilities, etc.)	10,500	1,200	10,500	10,500		
	21 Depreciation and depletion						
	22 Professional fees	770,000	391,338	770,000	770,000		
	23 Any expense not otherwise classified, such as program services (attach itemized list)	190,000	133,814	250,000	250,000		
24 Total Expenses Add lines 14 through 23	970,500	526,352	1,030,500	1,030,500			

Part IX Financial Data (Continued)

B. Balance Sheet (for your most recently completed tax year)

		Year End:
		(Whole dollars)
Assets		
1	Cash	1 324,833
2	Accounts receivable, net	2 93,401
3	Inventories	3
4	Bonds and notes receivable (attach an itemized list)	4
5	Corporate stocks (attach an itemized list)	5
6	Loans receivable (attach an itemized list)	6
7	Other investments (attach an itemized list)	7
8	Depreciable and depletable assets (attach an itemized list)	8 851,725
9	Land	9
10	Other assets (attach an itemized list)	10 126,355
11	Total Assets (add lines 1 through 10)	11 1,396,314
Liabilities		
12	Accounts payable	12 17,978
13	Contributions, gifts, grants, etc. payable	13
14	Mortgages and notes payable (attach an itemized list)	14
15	Other liabilities (attach an itemized list)	15
16	Total Liabilities (add lines 12 through 15)	16 17,978
Fund Balances or Net Assets		
17	Total fund balances or net assets	17 1,378,336
18	Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	18 1,396,314
19	Have there been any substantial changes in your assets or liabilities since the end of the period shown above? If "Yes," explain.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Part X Public Charity Status

Part X is designed to classify you as an organization that is either a **private foundation** or a **public charity**. Public charity status is a more favorable tax status than private foundation status. If you are a private foundation, Part X is designed to further determine whether you are a **private operating foundation**. See instructions.

- 1 a** Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. Yes No
- b** As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.
- 2** Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Yes No
- 3** Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation; go to the signature section of Part XI. If "No," continue to line 4. Yes No
- 4** Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? Yes No
- 5** If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking one of the choices below. You may check only one box.
The organization is not a private foundation because it is:
 - a** 509(a)(1) and 170(b)(1)(A)(i)—a church or a convention or association of churches. Complete and attach Schedule A.
 - b** 509(a)(1) and 170(b)(1)(A)(ii)—a **school**. Complete and attach Schedule B.
 - c** 509(a)(1) and 170(b)(1)(A)(iii)—a **hospital**, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete and attach Schedule C.
 - d** 509(a)(3)—an organization supporting either one or more organizations described in line 5a through c, f, h, or i or a publicly supported section 501(c)(4), (5), or (6) organization. Complete and attach Schedule D.

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Part I Identification of Applicant

7. Are you represented by an authorized representative, such as an attorney or accountant? If "Yes," provide the authorized representative's name, and the name and address of the authorized representative's firm. Include a completed Form 2848, *Power of Attorney and Declaration of Representative*, with your application if you would like us to communicate with your representative.

Nathan McCarthy, CPA

Wipfli, LLP, 910 N Last Chance Gulch, Helena, MT 59601

Meghan Bronec, CPA

Wipfli, LLP, 910 N Last Chance Gulch, Helena, MT 59601

Part IV Narrative Description of Your Activities

Using an attachment, describe your *past, present, and planned* activities in a narrative. If you believe that you have already provided some of this information in response to other parts of this application, you may summarize that information here and refer to the specific parts of the application for supporting details. You may also attach representative copies of newsletters, brochures, or similar documents for supporting details to this narrative. Remember that if this application is approved, it will be open for public inspection. Therefore, your narrative description of activities should be thorough and accurate. Refer to the instructions for information that must be included in your description.

The purpose of the organization is to provide and facilitate educational and other workforce related activities that support increased educational opportunities, health care provider competence, and a team approach to delivery of health care. This will be achieved by:

1. Supporting education strategies to enhance Montana's healthcare workforce - current and future.
2. Development of a sustainable mobile simulation program for Montana healthcare workforce, educational institutions and other strategic partners.
3. Implementation of mobile simulation that can be brought to the healthcare workforce in communities which will yield consistent, quality education and support development for best practices by healthcare teams.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

1a. List the names, titles, and mailing addresses of all of your officers, directors, and trustees. For each person listed, state their total annual compensation, or proposed compensation, for all services to the organization, whether as an officer, employee, or other position. Use actual figures, if available. Enter "none" if no compensation is or will be paid. If additional space is needed, attach a separate sheet. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
Hope Evans	Board Member	725 Harrison St Missoula, MT 59802	\$0.00
Edith Clark	Board Member	PO Box 34 Sweet Grass, MT 59484	\$0.00
Joby Flynn	Board Member	50 Flynn Dr Wolf Point, MT 59201	\$0.00
Darin Bell	Board Member	401 Railroad West Missoula, MT 59802	\$0.00

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

3a. For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.

See attached list of board members and officers with additional information on each member. Average hours worked for each member will vary based on the needs of the organization.

Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors

5a. Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c.

Conflict of Interest Policy was adopted by resolution of the board. Policy is attached.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

1b. In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.

The specific purpose of the organization is to provide and facilitate educational and other workforce related activities that support increased educational opportunities, health care provider competence, and a team approach to delivery of health care.

Part VIII Your Specific Activities

4a. Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. See instructions. Attach a description of each fundraising program. **Other** (describe):

No current fundraising programs. May undertake fundraising in the future.

Part VIII Your Specific Activities

4d. List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

No current fundraising conducted. May conduct fundraising in Montana in the future and would raise funds for own organization.

Part VIII Your Specific Activities

7b. Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees.

Best Practice Medicine LLC (BPM) will manage trainings and maintain the labs and equipment. See attached contract for details. No other relationships exist between BPM and Simulation in Motion Montana Inc.

Part VIII Your Specific Activities

11. Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes," describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.

If organization accepts these contributions in the future, the donated assets will be retained as operating assets.

Part VIII Your Specific Activities

15. Do you have a close connection with any organizations? If "Yes," explain.

Close connections exist with Best Practice Medicine LLC and Montana Medical Association. Contracts with each detail connection and each entity's responsibilities. See attached contracts with each entity for further information.

Part IX Financial Data

23. Any expense not otherwise classified, such as program services (attach itemized list)

Financial statements in application have been prepared on the accrual basis of accounting.

Tax Year 03/21/17 to 12/31/2017:

Conferences, conventions, and meetings: \$455.00

Depreciation expense: \$64,660.00

Fees: \$96.00

Marketing and development: \$2,292.00

Supplies: \$42,838.00

Training: \$5,721.00

Travel: \$17,752.00

Part IX Financial Data

8. Depreciable and depletable assets (attach an itemized list)

See attached asset valuation report.

Part IX Financial Data

10. Other assets (attach an itemized list)

Prepaid Equipment: \$66,355.00

Prepaid BPM Personnel: \$60,000.00

Articles of Incorporation



MONTANA SECRETARY OF STATE

Return Method: Email

March 21, 2017

**JAMES DETIENNE
EMS & TRAUMA SYSTEMS
PO BOX 202951
HELENA MT 59620**

CERTIFICATION LETTER

I, COREY STAPLETON, Secretary of State for the State of Montana, do hereby certify that

Simulation in Motion Montana Inc

filed its Articles of Incorporation with this office and has fulfilled the applicable requirements set forth in law. By virtue of the authority vested in this office, I hereby issue this certificate evidencing the filing is effective on the date shown below.

Certified File Number: D1035720 - 10698097

Effective Date: March 21, 2017

Your company's annual report is due by April 15th of next year and each consecutive year thereafter.

Thank you for being a valued member of the Montana business community. I wish you continued success in your future endeavors.

A handwritten signature in black ink, appearing to read "Corey Stapleton".

**Corey Stapleton
Montana Secretary of State**

**ARTICLES OF INCORPORATION
OF
SIMULATION IN MOTION MONTANA**

The undersigned, a natural person over the age of eighteen years, hereby certifies as follows:

ARTICLE I — NAME

The name of the corporation is Simulation in Motion Montana, Inc. (hereinafter referred to as the “Corporation”). The business of the corporation may be conducted as MobileSim Montana.

ARTICLE II — REGISTERED OFFICE ADDRESS

The principal office of the Corporation is to be located at 2021 11th Ave, #1, Helena MT 59601. The name and address in the Corporation's initial agent for service of process is: Montana Medical Association, 2021 11th Ave, #1, Helena MT 59601.

ARTICLE III — PURPOSE

The Corporation is organized exclusively for charitable, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501 (c) (3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The specific purpose of the Corporation is to facilitate educational programs that support increased educational opportunities, provider competence and a team approach to delivery of health care including mobile simulation education.

The Corporation shall not be conducted or operated for profit and no part of the net earnings of the Corporation shall inure to the benefit of any individual, nor shall any of the profits or assets of the Corporation be used other than for the purposes of the Corporation.

ARTICLE IV — EXEMPTION REQUIREMENTS

At all times the following shall operate as conditions restricting the operations and activities of the Corporation:

1. No part of the net earnings of the organization shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the organization shall be

authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

2. No substantial part of the activities of the organization shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the organization shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

3. Notwithstanding any other provision of this document, the organization shall not carry on any other activities not permitted to be carried on (a) by any organization exempt from federal income tax under section 501 (c) (3) of the Internal Revenue Code, corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170 (c) (2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

ARTICLE V — DURATION / DISSOLUTION

Upon the dissolution of the organization, any assets lawfully available for distribution shall be distributed to one (1) or more qualifying organizations described in Section 501(c)(3) of the 1986 Internal Revenue Code (or described in any corresponding provision of any successor statute) which organization or organizations have a charitable purpose which, at least generally, includes a purpose similar to the terminating or dissolving corporation, or shall be distributed to a state or local government for the public purpose. Any such assets not disposed of shall be disposed of by an appropriate adjudicative body in the county in which the principle office of the organization is then located, exclusively for the purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

Bylaws

BYLAWS OF
SIMULATION IN MOTION MONTANA, INC

ARTICLE I — NAME AND PURPOSE

Section 1 - Name: The name of the organization shall be Simulation in Motion Montana, Inc. It shall be a nonprofit organization incorporated under the laws of the State of Montana. The business of the corporation may be conducted as MobileSim Montana or Simulation in Motion Montana.

Section 2 - Purpose: Simulation in Motion Montana is a non-profit corporation and shall be operated exclusively for educational and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding section of any future Federal tax code.

The specific purpose of the Corporation is to provide and facilitate educational and other workforce related activities that support increased educational opportunities, health care provider competence and a team approach to delivery of health care.

This will be achieved by:

- Supporting education strategies to enhance Montana's healthcare workforce – current and future.
- Development of a sustainable mobile simulation program for Montana healthcare workforce, educational institutions and other strategic partners.
- Implementation of mobile simulation that can be brought to the healthcare workforce in communities which will yield consistent, quality education and support development for best practices by healthcare teams.

ARTICLE II — MEMBERSHIP

Section 1 - Membership: Membership shall consist of the board of directors.

Section 2 – Advisory Council: An advisory council appointed by the board shall include members representative of EMS, hospitals, colleges, universities and other key stakeholders who may be recipients or have a vested interest in the program. Council members have no voting rights, but will be an integral part of board meetings and may advise the board on any matters related to corporation activities and business.

Section 3 - Non-Voting Affiliate Members: The board of directors may approve classes of non-voting affiliates with rights, privileges, and obligations established by the board. Affiliates may be individuals, businesses and other persons that seek to support the mission of the corporation. The board shall have authority to admit any individual or organization as an affiliate, to recognize representatives of affiliates, and to make determinations as to affiliates' rights, privileges, obligations or dues. At the discretion of the board of directors, affiliates may be given endorsement, recognition and media coverage at fundraising activities, clinics, other events or at the corporation website. Affiliates have no voting rights.

ARTICLE III — BOARD OF DIRECTORS

Section 1 - Board role, size, and compensation: The board is responsible for overall policy and governance of the corporation and may delegate responsibility of day-to-day operations to the staff, committees and contractors.

- The board shall consist of at least five (5) and no more than fifteen (15) directors representative of key users and stakeholders (e.g. DPHHS, EMS, hospitals, educational institutions, public/consumer)
- Except as otherwise allowed in the bylaws, the board receives no compensation other than reasonable expenses.
- Directors are not restricted from being remunerated for professional services provided to the corporation. Such remuneration shall be reasonable and fair to the corporation and must be reviewed and approved in accordance with the board Conflict of Interest policy and state law.

Section 2 - Terms: Board directors shall serve three-year terms. The term of office shall be considered to begin January 1 and end December 31.

- Staggered terms will be decided at the board's first official meeting by simple lottery of two and three year terms.

Section 3 - Meetings and notice: The board shall meet at least quarterly, at an agreed upon time and place. An official board meeting requires that each board member have written notice at least two weeks in advance of the meeting date, time and location. Directors may participate in a regular or special meeting through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting, including in person, internet meeting or by telephonic conference call.

Section 4 - Board elections: During the last quarter of each calendar year, the board of directors shall hold an annual meeting to elect Directors to replace those whose terms will expire at the end of the calendar year. This election shall take place during a regular meeting of the directors, called in accordance with the provisions of these bylaws.

Section 5 – Quorum: For any business to take place, at least half of all board members must be in attendance.

Section 6 - Officers and Duties: There shall be five (5) officers of the board, consisting of a chair, vice-chair, secretary, treasurer and immediate past chair. Officer terms will be for one year. Their duties are as follows:

The chair shall convene regularly scheduled board meetings, shall preside or arrange for other members of the executive committee to preside at each meeting in the following order: vice-chair, secretary, treasurer.

The vice-chair: In the absence or disability of the board chair, the vice-chair shall perform the duties of the board chair. When so acting, the vice-chair shall have all the powers of and be subject to all

the restrictions upon the board chair. The vice-chair shall have such other powers and perform such other duties prescribed for them by the board of directors or the board chair.

The secretary shall be responsible for keeping records of board actions, including overseeing the taking of minutes at all board meetings, sending out meeting announcements, distributing copies of minutes and the agenda to each board member, and assuring that corporate records are maintained.

The treasurer shall make a report no less than at each quarterly board meeting. The treasurer shall oversee budget reviews and audits, assist in the preparation of the budget, and make financial information available to board members and the public. The treasurer may appoint, with approval of the board, a qualified fiscal agent to assist in performance of all or part of the duties of the treasurer.

Section 7 – Vacancy and new director elections: Any director can make a nomination for a vacancy or new director. The secretary must receive nominations two weeks in advance of a board meeting. Nominations shall be sent out to board members with the regular board meeting announcement and voted upon at the next board meeting.

- Directors shall take office immediately following the close of the meeting at which they are elected.
- A director elected to fill a vacancy shall be elected for the unexpired term of his/her predecessor in office.
- A new director elected mid-year shall serve at least two years, but no more than three years for his/her first term.

Section 8 - Resignation, termination, and absences: Resignation from the board must be in writing and received by the secretary.

Section 9 – Removal of director: A director may be removed:

- By a two-thirds vote of the board of directors then in office, if the director is absent and unexcused from two or more meetings of the board of directors in a twelve month period. Attendance by proxy constitutes as attendance in person.
- By a three-fourths vote of the remaining directors for cause or no cause
- Before any meeting of the board at which a vote on removal will be made, the director in question shall be provided electronic or written notification of the board's intention to discuss her/his case. She/he shall be given the opportunity to be heard at a meeting of the board.
- The board chair is empowered to excuse directors from attendance for a reason deemed adequate by the board chair.

Section 10 - Special meetings: Special meetings of the board shall be called upon the request of the chair or one-third of the board. Notices of special meetings shall be sent out by the secretary to each board member at least two weeks in advance.

Section 11 – Proxy: Board and advisory council members may appoint proxies to be present at meetings and act on their behalf, including voting as allowed by these bylaws.

Section 12 – *Roberts Rules of Order* – Deliberations, business and all conduct of the corporation shall be guided by Roberts Rules of Order.

ARTICLE IV — COMMITTEES

Section 1 - Committee formation: The board may create committees as needed, (e.g. fundraising, public relations, and data collection). The board chair appoints all committee chairs. Committee chairs may solicit corporation members and non-members with expertise and interest in the issue but each committee shall have a minimum of one director. Notice of meetings of committees shall also be given to all members, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the corporate records. The board of directors may adopt rules for the governing of the committee not inconsistent with the provision of these bylaws.

Section 2 - Executive Committee: The officers serve as the members of the Executive Committee. Except for the power to amend the articles of incorporation and bylaws, the Executive Committee, subject to the direction and control of the full board, shall have all the powers and authority of the board of directors in the intervals between meetings of the board of directors.

Section 3 - Finance and Audit Committee: The treasurer is the chair of the Finance and Audit Committee. The Finance and Audit Committee is responsible for developing and reviewing fiscal procedures, sustainability plan and annual budget with staff and other board members. The board must approve the budget and all expenditures must be within budget. Any major change in the budget must be approved by the board or the executive committee. The fiscal year shall be the calendar year. Annual reports are required to be submitted to the board showing income, expenditures and projected income.

The committee serves a critical function to oversee financial reporting, internal controls and risk-management procedures. In order to assure that proper financial management is in place, the committee may interact with independent auditors and counsel secured by the board.

Section 4 – Nominating Committee: The vice-chair and two ad hoc members selected by the vice-chair serve as the nominating committee. The nominating committee recommends nominations for director re-elections and advisory committee members.

ARTICLE V - CONTRACTS, CHECKS, LOANS, AND INDEMNIFICATION

Section 1 - Contracts and other Writings: Except as otherwise provided by resolution of the board or board policy, all contracts, deeds, leases, mortgages, grants, and other agreements of the corporation shall be executed on its behalf by the chair or other persons to whom the corporation has delegated authority to execute such documents in accordance with policies approved by the board.

Section 2 - Checks, Drafts: All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by such officer or officers, agent or agents, of the corporation in such manner determined by resolution of the board.

Section 3 - Deposits: All funds of the corporation not otherwise utilized shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depository as the board or a designated committee of the board may select.

Section 4: Loans: No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by resolution of the board. Such authority may be general or confined to specific instances.

Section 5 - Mandatory Indemnification: The corporation shall indemnify a director or former director, who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she is or was a director of the corporation against reasonable expenses incurred by him or her in connection with the proceedings. An indemnification policy with limits and specifications directed by the board will be procured by the corporation.

Section 6 - Permissible Indemnification: The corporation shall indemnify a director or former director made a party to a proceeding because he or she is or was a director of the corporation, against liability incurred in the proceeding, if the determination to indemnify him or her has been made in the manner prescribed by the law and payment has been authorized in the manner prescribed by law. The indemnification of this section will be supported by the corporation's purchase of insurance for such protections.

Section 7 - Advance for Expenses: Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of (I) a written affirmation from the director, officer, employee or agent of his or her good faith belief that he or she is entitled to indemnification as authorized in this article, and (II) an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation in these bylaws.

Section 8 - Indemnification of Officers, Agents and Employees: An officer of the corporation who is not a director is entitled to mandatory indemnification under this article to the same extent as a director. The corporation may also indemnify and advance expenses to an employee or agent of the corporation who is not a director, consistent with Montana law and public policy, provided that such indemnification, and the scope of such indemnification, is set forth by the general or specific action of the board or by contract.

ARTICLE VI – MISCELLANEOUS

Section 1 – Conflict of Interest Policy: The board shall adopt and periodically review a conflict of interest policy to protect the corporation's interest when it is contemplating any transaction or arrangement which may benefit any director, officer, employee, affiliate or member of a committee with board-delegated powers. Board of director members shall sign conflict of interest statements at least annually.

ARTICLE VII — AMENDMENTS

Section 1 — Bylaw Amendments: These bylaws may be amended when necessary by two-thirds majority of the board of directors. No amendment shall be made which would cause the corporation to cease to qualify as a 501c3 corporation. Proposed amendments must be submitted to the secretary to be sent out with regular board announcements.

Section 2 – Articles of Incorporation: An amendment of the Articles of Incorporation may be adopted by approval of two-thirds of the board of directors.

CERTIFICATION

I do hereby certify that the above stated Bylaws of Simulation in Motion Montana were approved by the corporation's board of directors on January 3, 2017 and constitute a complete copy of the Bylaws of the corporation.

Board of Directors' Qualifications

SIM-MT Board

Drew Dawson – Chair – PO Box 1255, Boulder, MT 59632

A Montana native and University of North Dakota graduate, was a volunteer EMT and director of the Boulder, Montana Volunteer Ambulance Service for many years. Drew served as Montana's State EMS Training coordinator for several years and as the Montana State EMS Director for over twenty years. Dawson was Chief of the Health System Bureau for the Montana Department of Public Health and Human Services where he oversaw the State Office of Primary Care, Emergency Medical Services and Injury Prevention Section, Office of Public Health Systems Improvement and the Chronic Disease Prevention and Health Promotion Section.

In 2003, Dawson transitioned from Montana to the National Highway Traffic Safety Administration (NHTSA) in Washington, D.C. where he oversaw the emergency medical services activities of the National Highway Traffic Safety Administration and their leadership role in the nation's EMS system including the development and implementation of many national EMS programs and activities. As Director of NHTSA's Office of Emergency Medical Services, he was responsible for the management of the statutorily mandated activities of the National EMS Advisory Council, the Federal Interagency Committee on Emergency Services and the National 911 program. Dawson retired from Federal service in October, 2015, and returned to Montana.

During his career, Dawson served as the President of the National Association of State EMS Directors and Chairman of the National Registry of EMTs Board of Directors. He received several awards including: the Rocco V. Morando Award, Lifetime Achievement in EMS (NAEMT and NREMT); American College of Emergency Physicians, Outstanding Contribution in Emergency Medical Services; International Association of EMS Chiefs, Eagles Award; American Academy of Pediatrics - Meritorious Contributions to the Health and Well Being of Children, Youth and Families; National Registry of EMTs Special Recognition, the National Association of EMS Physicians Ronald D. Stewart Award for Outstanding Contributions to Prehospital Emergency Care, and the National Association of EMS Educators Lifetime Achievement Award.

Kyle Gibson – Vice-Chair – 23 River Dr, Glasgow, MT 59230

Kyle Gibson RN, CCRN, CFRN, Paramedic

Kyle started his medical career as a basic EMT at the age of 18 when he attended BYU-Idaho and graduated with a degree in Paramedicine. While working as a paramedic, Kyle attended Nursing school at the College of Southern Idaho graduating as a Registered Nurse. He continued to work as a Nurse in the NICU, ICU and ER while still working the streets as a Paramedic. Kyle is currently the Clinical

Transport Manager for Northeastern Montana Stat Air. He enjoys the challenges of flight and teaching other about EMS.

Dave Gurchiek – Treasurer – 56 Holiday Dr, Butte, MT 59701

David J. Gurchiek, Ph.D.

Dean, Highlands College of Montana Tech

David Gurchiek started his healthcare career over forty years ago as a hospital corpsman in the United State Navy. After serving his country he obtained his paramedic certificate in 1977 where he went on to work for an EMS system in Indiana. In 1985 he became the EMS coordinator for a hospital in northern Indiana where he taught/coordinated all levels of EMS providers (EMT, AEMT, Paramedic). In 1990 he was hired as the paramedic education coordinator for Deaconess Medical Center in Billings Montana responsible for teaching the first paramedics in the state that would go on to sit for national certification. In 1996 he was offered a paramedic program director/tenured faculty position at Montana State University Billings (MSUB).

During his 21-year tenure at MSUB he served as a department chair (nursing, health, and public safety), interim associate dean, paramedic program director, union president, academic senator, and IRB member. He also served as a CAAHEP programmatic site visitor, self-study reader and lectured at over 100 state and national EMS conferences throughout the United States.

Currently, Dr. Gurchiek is the Dean for Highlands College of Montana Tech, where he works on building new community partnerships that will assist the college with meeting the needs of the regional workforce of the 21st century.

Ann Geiger – Secretary – 608 Spruce St, Anaconda, MT 59711

Ann Geiger is a graduate of Eastern Montana College (now MSU-Billings) with a Bachelor of Arts Degree in Music Therapy. Ms. Geiger worked as a Music Therapist at Montana State Hospital before turning her career toward Brain Injury Recovery services. After working as a Program Director at a skilled nursing facility specializing in brain injury care, she joined forces with 3 other women to co-found Liberty Place, Inc., a specialized long-term care organization focused organization specifically designed to assist adults with severely disabling brain injuries to gain skills and independence. Ms. Geiger has been a TBI support group facilitator through the years and currently serves on the Board of Directors for the Brain Injury Alliance of MT. Recently, Ann was appointed to the Governor's TBI Advisory Council. Ms. Geiger has held several certifications through the years and is currently certified in Mental Health First Aid through the National Council For Behavioral Health. As an advocate for people with brain injuries, prevention

and early intervention are important areas of focus for Ms. Geiger and her passion is for the rights of all people with disabilities.

Hope Evans - 725 Harrison St, Missoula, MT 59802

Hope Evans BSN, RN, CMSRN

Community Medical Center, Missoula

Hope received her Bachelors of Science in Nursing from Montana State University in 2011. She began her nursing career at St. Vincent Hospital in Billings, MT on the Medical/Surgical/Neurosciences Unit. In 2013 she moved to Missoula, MT and worked as a bedside nurse in the St. Patrick Hospital's nursing float pool. She received her Certification in Medical Surgical Nursing (CMSRN) in early 2014. Through her experience as a float nurse, she worked in a wide variety of inpatient settings including: Neuro-Behavioral Medicine, ICU, ED, Cardiology, Oncology, Neurology and Post-Surgical departments. She served as member of the Montana Nurses Association' Continuing Education Council from 2013-2015. Since 2016, Hope has worked as the Education Manager at Community Medical Center in Missoula, MT. She also serves on the Missoula College Nursing Advisory Board and the Western MT AHEC Friday Medical Conference Council. In her free time, Hope enjoys exploring the outdoors, skiing, biking and spending time with her husband and daughter. She is passionate about nursing education and nursing in Montana.

Edith J. Clark – PO Box 34, Sweet Grass, MT 59484

Edith J. Clark became an R. N. In 1964. Worked in small rural hospitals as staff in all departments and in Administration for forty years. Set up the medical department in the private prison in Shelby, Montana. Served four terms as a Montana State Representative focused on Human Services and Appropriations Committees. Engaged in family owned Ranching Business since 1964. Presently serving on three State Advisory Committees.

Joby Flynn – 50 Flynn Dr, Wolf Point, MT 59201

Joby's adventure in healthcare began 18 years ago at Northeast Montana Health Services. Her experience includes Long Term Care in a rural environment. She started out as an Activity Assistant at Faith Home. Within 6 months she had transferred into the Business Office Manager position, where she remained for the next 7 years. In the fall of 2007 she was promoted to Social Service Designee, quickly working her way up to Director of Social Services and Vice President of Senior and Long Term Care Services. She began her latest adventure in the spring of 2017, where she began to prepare for the nursing home administrator's exam and transition into that role at Faith Home in Wolf Point.

Darin Bell – 401 Railroad West, Missoula, MT 59802

Darin Bell is currently the Assistant Director for Rural Education at the Family Medicine Residency of Western Montana and as such, coordinates the rural training of the family medicine residents at clinics and small hospitals throughout western and central Montana. He is also responsible for developing and coordinating simulation training for their residents. He participated in a 2 day training in conducting simulations at Madigan Army Medical Center, as part of a WWAMI faculty development fellowship in 2015. He serves on the steering committee for inter-professional education for the College of Health Professions and Biomedical Sciences at UM, and has worked with the IPE simulation working group between the UM College of Health Professions and MSU School of Nursing Missoula campus.

Prior to working at the residency program in Missoula, he worked for 5 years in critical access hospitals (as small as 4 beds) both on and off the road system in rural and bush Alaskan communities. During that time he served as the medical director for both a volunteer EMS service and a national park. He has also spent significant time on extended volunteer trips overseas in SE Asia and Africa providing care in extremely remote and underserved areas.

Conflict of Interest Policy

**Simulation in Motion Montana, Inc.
(MobileSim Montana)
Conflict of Interest Policy**

**For Directors and Officers and Members of a
Committee with Board Delegated Powers**

Article I – Purpose

1. The purpose of this Board conflict of interest policy is to protect MobileSim Montana’s interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of MobileSim Montana or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify “independent” directors.

Article II – Definitions

1. **Interested person** -- Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
2. **Financial interest** -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which MobileSim Montana has a transaction or arrangement,
 - b. A compensation arrangement with MobileSim Montana or with any entity or individual with which MobileSim Montana has a transaction or arrangement, or
 - c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which MobileSim Montana is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board or Executive Committee decides that a conflict of interest exists, in accordance with this policy.

3. **Independent Director** -- A director shall be considered “independent” for the purposes of this policy if he or she is “independent” as defined in the instructions for the IRS 990 form or, until another such definition is available. This includes the director:

- a. is not, and has not been for a period of at least three years, an employee of MobileSim Montana or any entity in which MobileSim Montana has a financial interest;
- b. does not directly or indirectly have a significant business relationship with MobileSim Montana, which might affect independence in decision-making;
- c. is not employed as an executive of another corporation where any of MobileSim Montana's executive officers or employees serve on that corporation's compensation committee; and
- d. does not have an immediate family member who is an executive officer or employee of MobileSim Montana or who holds a position that has a significant financial relationship with MobileSim Montana.

Article III – Procedures

1. **Duty to Disclose** -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.
2. **Recusal of Self** – Any director may recuse him or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.
3. **Determining Whether a Conflict of Interest Exists** -- After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.
4. **Procedures for Addressing the Conflict of Interest**
 - a. An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
 - b. The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
 - c. After exercising due diligence, the Board or Executive Committee shall determine whether MobileSim Montana can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
 - d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in MobileSim Montana's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

- a. If the Board or Executive Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Executive Committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V – Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from MobileSim Montana for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MobileSim Montana for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MobileSim Montana, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI – Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:
 - a. Has received a copy of the conflict of interest policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and

- d. Understands MobileSim Montana is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Executive Committee shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VII – Periodic Reviews

To ensure MobileSim Montana operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to MobileSim Montana's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, MobileSim Montana may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Revision History by the Montana MobileSim Board

Initial Adoption:

MobileSim Montana Director and Member Annual Conflict of Interest Statement

1. Name: _____ Date: _____

2. Position:

- Are you a voting Director? Yes No
- Are you an Officer? Yes No
- Member of Advisory Council? Yes No
- If you are an Officer, which Officer position do you hold?
 - Chair Vice-Chair Secretary Treasurer

3. I affirm the following:

- I have received a copy of the MobileSim Montana Conflict of Interest Policy. _____ (initial)
- I have read and understand the policy. _____ (initial)
- I agree to comply with the policy. _____ (initial)
- I understand that MobileSim Montana is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of tax-exempt purposes. _____ (initial)

4. Disclosures:

- a. Do you have a financial interest (current or potential), including a compensation arrangement, as defined in the Conflict of Interest policy with MobileSim Montana? Yes No
If yes, please describe:

If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes No

- b. In the past, have you had a financial interest, including a compensation arrangement, as defined in the Conflict of Interest policy with MobileSim Montana? Yes No
If yes, please describe it, including when (approximately):

If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes No

- 5. Are you an independent director, as defined in the Conflict of Interest policy? Yes No
If you are not independent, why?

Signature of Director/Member

Date

Date of Review by Executive Committee: _____

Best Practice Medicine Contract

**PROJECT MANAGEMENT CONTRACT BETWEEN
SIMULATION IN MOTION MONTANA, INC (MOBILESIM)
AND BEST PRACTICE MEDICINE (BPM)**

SECTION 1: PARTIES

This Contract, is entered into between Simulation in Motion Montana, Inc. ("MobileSim"), MobileSim Montana, c/o Montana Medical Association, 2021 11th Ave, Suite 1, Helena MT 59601, (406) 443-4000 and Best Practice Medicine LLC ("BPM") whose nine (9) digit Federal ID Number is 47-3768574, and whose address, phone number, and email address are 3736 Palm Street, Bozeman, MT 59718, (406) 599-0124, bking@bestpracticemedicine.com.

THE PARTIES AGREE AS FOLLOWS:

SECTION 2: PURPOSE

The purpose of this Contract is to support a shared vision for development of a Montana mobile simulation program and for the implementation of that vision through the development and sustainability of MobileSim.

The long-term sustainability of MobileSim will be dependent upon meeting stakeholder needs and development of a business model for operations beyond startup grant funding. While the program will be largely "jumpstarted" by Helmsley Charitable Trust funding, Montana's mobile simulation program has fixed assets and capital costs and endeavoring to drive a growing customer base and additional funding will be essential.

In addition to describing contract deliverables, this Contract represents an interdependent and collaborative relationship among MobileSim, the Montana Department of Public Health and Human Services and BPM to assure that the program becomes sustainable beyond grant funding. All parties will therefore mutually plan for strategies to control costs and increase productivity in order to gain the revenue necessary to continue to provide simulation education for years to come.

SECTION 3: TERM OF CONTRACT

- A. This Contract's initial term is July 1, 2017 through June 30, 2019. While both parties expect a long-term contractual relationship, defined contract periods cannot be known at the time of signing this Contract.
1. MobileSim reserves the right to review the Contract within a 30-day period before July 1, 2018 during which modifications of budget and scope of services may be mutually negotiated by both parties.
 2. MobileSim may renew the contract for another two-year term or any interval that is advantageous to MobileSim provided MobileSim provides BPM written notice of intent to extend at least 60 days before the contract expires. The preliminary notice does not commit MobileSim to a renewal.
 3. If the parties do not expressly renew the Contract at any point when it is set to expire, it renews automatically for a one-year period from the date it would otherwise expire.
- B. Inclusive of any contract modifications before the end of each renewal period,

- both parties may negotiate cost adjustments and scope of services.
- C. MobileSim and BPM consider that preserving BPM's Personnel and Administrative costs as an element of staff recruitment and retention will be considered thoughtfully as part of any funding considerations.
 - D. The completion date for purposes of issuance of final payment for services under this Contract is the date upon which:
 - 1. BPM has completed all required services and corrective actions; and
 - 2. All final reports required under this Contract are satisfactorily completed and submitted.
 - E. After completion or termination of the Contract, BPM remains obligated to comply with all continuing legal and contractual obligations, duties and responsibilities including but not limited to obligations related to state and federal reporting, record retention, provision of access and information for audits, indemnification, protection of confidential information, recipient grievances and appeals, and property ownership and use.

SECTION 4: SERVICES TO BE PROVIDED

- A. BPM agrees to collaborate with MobileSim in the development and implementation of a statewide mobile simulation program, generally within Helmsley grant objectives listed in Attachment A, and the response to the Request for Proposal ("RFP"), received on April 20, 2017, which BPM provided to MobileSim.
- B. BPM is responsible and accountable to MobileSim for the provision of the scope of services described in Attachment B and the project budget established pursuant to Attachment C, as well as BPM's response to Request for Proposals. Actual expenditures for any budget line item on Attachment C which appears likely to exceed 25% of the budget category must be brought to the attention of MobileSim as soon as BPM is aware of the likely actual expenditures amount. Under no circumstance may BMP exceed the total budget as set forth in Attachment C without prior written approval of MobileSim.
- C. BPM agrees that:
 - 1. When changes are required to the scope of services, deliverables, due dates and payments associated with deliverables, the proposed changes, including a detailed justification, must be submitted to MobileSim, in writing, for Mobile Sim to give written approval prior to those changes taking effect.
 - 2. Funds received under this Contract may not be used:
 - a. For Equipment, meaning tangible nonexpendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit, without prior written approval from MobileSim.
 - b. For activities outside of the approved grant objectives or not otherwise specified in this Contract without prior written approval.
 - 3. Materials developed under this Contract will remain the property of MobileSim, or other entities with whom MobileSim may have reached another agreement.

4. **BPM agrees that it will engage in no action or inaction which has a negative effect on MobileSim's relationships, rights, or obligations to or with other entities related to performance of the material provisions of this Contract.**

D. MobileSim agrees to do the following:

1. **Respond to questions from BPM in a timely manner.**
2. **Provide BPM with general program guidance in the areas of planning and developing program activities, program administration, establishing goals and objectives, policy and strategies, business plan development, and media relations.**
3. **Provide reasonable access to MobileSim's contract liaison.**
4. **Communicate regularly with BPM through on-site meetings, phone, e-mail, and fax as necessary to enable BPM to complete contract requirements.**
5. **Provide BPM with access to available materials and data subject to any confidentiality limitations of MobileSim.**
6. **Whenever input, review, or approval is required by MobileSim as a condition of this Contract, the MobileSim liaison or designee will provide this to BPM in a timely manner.**
7. **MobileSim's liaison or designee will provide in-kind technical assistance to BPM.**

SECTION 5: CONSIDERATION AND PAYMENTS

- A. **MobileSim agrees to pay BPM in consideration of the goods and services BPM provides and renders under this Contract as follows:**
 1. **Sixty thousand dollars (\$60,000) per month for personnel and administrative costs, including the month of July of 2017 through the end of the month of June of 2019.**
 2. **Reimbursement for direct costs and expenses, not including personnel and administrative costs, per the approved budget in Attachment C, and subject to approval of MobileSim or its designee, using the form included as Attachment D.**
- B. **For the purposes of this agreement an "Event" is defined as any one of the following:**
 1. **An instance of providing training to an entity which is a:**
 - a. **Health care provider (including critical access hospitals),**
 - b. **Emergency responders, or**
 - c. **A combined group of health care providers or emergency responders gathered for the purpose of receiving this training.**
 2. **A demonstration, upon pre-approval of MobileSim or its designee, of one or more instructional manikins for educational or marketing purposes, or**
 3. **Any activity pre-approved by MobileSim or its designee.**

- C. BPM is expected to provide at least one hundred eighty (180) events in the first year this Contract is in effect at no cost to the recipient of the events. MobileSim will provide BPM direction on the prioritization of who receives the benefit of events.**
- D. For events beyond the 180 simulation education events provided at no cost to the recipients of the events in the first year of this agreement, set forth above:**
- 1. Critical Access Hospitals and EMS providers will be billed pursuant to a fee schedule set by MobileSim, but subsidized in the form of a 67% discount.**
 - 2. The remaining 33% will be billed and collected by BPM, pursuant to the billing model proposed in BPM's response to MobileSim's RFP, at the base costs pursuant to a fee schedule set by MobileSim, but subject to that 67% discount, set forth above,**
 - i. BPM will retain an indirect fee of up to 20% assessed on the event costs.**
 - ii. MobileSim will receive the balance of the proceeds of that billing.**
- E. Sources of revenue from additional events are important to the long-term sustainability of MobileSim.**
- 1. Any events beyond those set forth in Sections 5(C) and 5(D) above will be billed by BPM, pursuant to the billing model proposed in BPM's response to MobileSim's RFP, at full cost pursuant to a fee schedule set by MobileSim.**
 - i. BPM will retain an indirect fee of up to 20% assessed on the event costs.**
 - ii. MobileSim will receive the balance of the proceeds of that billing.**
- F. Pursuit of grants, other contracts, contributions, gifts and additional sources of sustainability funding may be approved by MobileSim. Because grant conditions, law or other provisions of such funding may govern how the funds will be used, BPM engagement and commission for these activities will be negotiated on a case by case basis.**
- G. BPM may be reimbursed for direct expense items outside the approved grant objectives or not otherwise specified in this Contract; however, they must be approved by MobileSim in writing prior to the expenditure.**
- H. The total reimbursement provided to BPM for Section (A)(1) and Section (A)(2) above may not exceed \$999,000.00 for the contract period of July 1, 2017 through June 30, 2018, and \$860,000 for the contract of July 1, 2018 through June 30, 2019.**
- I. BPM may only bill and receive payment for services that BPM has performed, except as otherwise set forth in this Contract.**
- J. Other Programs as Payers for Services – Non-duplication of Payment**
- 1. BPM may not duplicate reimbursements or seek compensation from monies payable through this Contract for the costs of goods and services that may be or are reimbursed, in whole or in part, from other programs and sources.**
- K. Billing Procedures and Requirements.**

1. Upon signing of this Contract by both parties,
 - a. MobileSim will advance to BPM \$120,000, for personnel and administrative costs for July and August of 2017, after which expenses for personnel and administrative costs will be paid monthly.
 - b. MobileSim will advance to BPM \$135,000 as a pre-payment for the direct costs and expenses of equipment, although BPM must, upon request, report for any and all expenditures for any such equipment. Any additional reimbursements will occur as set forth elsewhere in this Contract.
 2. BPM will submit an invoice (Attachment D) to MobileSim at the beginning of each month for the reimbursable expenditures it has incurred during the prior billing period.
 3. Invoices should be delivered (by mail or electronically) to the attention of MobileSim Montana, c/o Montana Medical Association, 2021 11th Ave, Suite 1, Helena MT, 59601 or at mma@mmaoffice.org.
 4. All invoices must be received by MobileSim no later than 60 days following the contract renewal term. Invoices received after the 60 days will not be approved by MobileSim.
 5. Upon MobileSim review of invoices, questioned costs will be brought to the attention of BPM which may require rebilling or additional documentation.
 6. MobileSim may adjust the consideration provided to BPM under this Contract based on erroneous or improper payments, audit findings, or failings in BPM's delivery of services.
- L. This Contract is valid and enforceable only if sufficient funds are available for the appropriate contract period for the purposes of this program.
- M. **Source of Funding**
The primary source of the funding for this Contract is a \$4.6 million grant from the Helmsley Charitable Trust. Additional funds yet to be realized may include other grants, contracts, contributions and gifts.
- N. **Erroneous and Improper Payments**
BPM may not retain any monies MobileSim pays in error or which BPM improperly receives. Any monies BPM receives in error are a debt BPM owes to MobileSim. BPM must immediately notify MobileSim if it determines a payment may be erroneous or improper.
- O. **Withholding for Failure to Perform**
MobileSim may withhold payment at any time during the term of the Contract and may withhold final payments under the Contract if BPM is failing to perform its duties and responsibilities in accordance with the terms of this Contract.

MobileSim will give BPM written notice of both the amount of payment withheld and of the basis for the withholding of payment.

SECTION 6: CONFLICTS OF INTEREST AND ANTITRUST VIOLATIONS

A. BPM must:

1. Have no interest nor acquire any direct or indirect interest that would conflict in any manner or degree with its performance or obligations under this Contract for MobileSim activities;
2. Establish safeguards to prohibit its board members, officers and employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or illegitimate personal gain.

B. This Contract is subject to immediate termination if BPM engages in any violation of state or federal law relating to:

1. Mail fraud, wire fraud, making false statements, price fixing and collusion to fix prices under the Sherman Act, 15 U.S.C. §§ 1-7 and engagement in kickback schemes in violation of the Anti-Kickback Act, 41 U.S.C. §§ 51-58; and
2. Colluding with other contractors in a noncompetitive manner to gain unfair advantage in providing services at a noncompetitive price in violation of 18-4-141, MCA.

SECTION 7: CREATION AND RETENTION OF RECORDS

- A. BPM must maintain all records, (written, electronic or otherwise) documenting compliance with the requirements of the Contract and its attachments, and with state and federal law, relating to performance, monetary expenditures and finances during the term of this Contract and for four (4) years after its completion date.
- B. If any litigation, reviews, claims or audits concerning the records are begun before the expiration of the four (4) year period, BPM must, upon notice, continue to retain them until such litigation, reviews, claims or audits are resolved.

SECTION 8: ACCOUNTING, COST PRINCIPLES AND AUDIT

A. Accounting Standards:

BPM must maintain a system of accounting procedures and practices sufficient for MobileSim to determine to its satisfaction that the system (1) permits timely development of all necessary cost data in the form contemplated by the contract type, and (2) is adequate to allocate costs in accordance with Generally Accepted Accounting Principles.

B. Audits and Other Investigations:

MobileSim and any other legally authorized federal and state entities and their agents may conduct administrative activities and investigations, including audits, to ensure the appropriate administration and performance of this Contract, and the proper expenditure of monies, delivery of goods, and provision of services

pursuant to this Contract. BPM will provide MobileSim and any other authorized governmental entity and their agents access to and the right to record or copy any and all of BPM's records, materials and information related to this Contract necessary for the conduct of any administrative activity, investigation or audit.

C. Corrective Action:

If directed by MobileSim, BPM must take corrective action to resolve audit findings. BPM must prepare a corrective action plan detailing actions BPM proposes to undertake to resolve the audit findings. MobileSim may direct BPM to modify the corrective action plan.

D. Reimbursement for Sums Owing:

BPM must reimburse or compensate MobileSim in any other manner as MobileSim may direct for any sums of monies determined by any administrative activity, investigation or audit to be owing to MobileSim.

SECTION 9: REAL AND PERSONAL PROPERTY

A. BPM agrees to deliver title to and possession of any property purchased with contractual monies to MobileSim or to any entity MobileSim designates when:

1. The law so requires;
2. MobileSim so directs BPM during the term of the contract as long as it does not hamper BPM's contract performance; or
3. BPM no longer contracts to deliver services to MobileSim.

B. MobileSim, from which funds for this Contract are derived, has a royalty free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use any written, audio, video or other material developed under this Contract for MobileSim purposes.

SECTION 10: ASSIGNMENT, TRANSFER AND SUBCONTRACTING

- A. BPM must obtain MobileSim's prior written approval before substantively assigning, transferring, or subcontracting any portion of this contract to another party. This does not include BPM routine, administrative or support activities such as website maintenance, accounting, scheduling software or other office operations. BPM is responsible to MobileSim for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by BPM. No contractual relationships exist between any subcontractor and MobileSim under this Contract**
- B. BPM must immediately notify MobileSim, in writing, of any litigation concerning any assignment, transfer, delegation or subcontract.**
- C. In accordance with the sections of this Contract regarding indemnification, BPM must indemnify and hold MobileSim harmless with respect to any suit or action arising out of or brought by any party to an assignment, transfer, delegation or subcontract, including defense costs as they are incurred or accrued.**

SECTION 11: INDEMNIFICATION

The following apply for the purpose of this section:

- A. BPM shall at its sole cost and expense indemnify, defend, and hold harmless MobileSim against any allegations of liability of any kind, including personal injury, death, or damage to property, and any resulting judgments, losses, liability, penalties, costs, fees, cost of legal defense and attorney's fees in favor of third parties, pursuant to actions of officers, employees and agents of BPM relating to performance under this Contract, including any actual or alleged:
1. Acts, errors, omissions or negligence, whether willful or not;
 2. Failure or omission to perform the duties, responsibilities or services under this Contract; or
 3. Failure to comply with any federal, state, and local legal authorities, regulations, and ordinances applicable to the services or work to be provided under this Contract or applicable to the work environment or employment practices of BPM.

The obligation of BPM to indemnify, defend and hold harmless MobileSim under this section does not extend to losses, liabilities, damages, costs, or fees arising solely out of or resulting solely from the actions, failures, or omissions of MobileSim. BPM's obligation for costs and expenses, including defense costs, is due and payable immediately as those costs and expenses are incurred

- B. MobileSim must give BPM notice of any allegation of liability and at BPM's expense MobileSim shall cooperate in the defense of the matter. BPM must, at its expense, provide copies of any demands, pleadings, filed papers, or discovery papers (including subpoenas) or other documents related to performance or administration of this Contract which BPM possesses or controls, or of which BPM can readily obtain copies.
- C. If MobileSim reasonably determines BPM has failed to fulfill its obligations as the indemnitor under this Section, MobileSim may proceed to undertake its own defense. If MobileSim undertakes its own defense, BPM must reimburse MobileSim for any and all costs to MobileSim resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense incurred by MobileSim including but not limited to attorney fees, investigation, discovery, experts, and court costs. Those costs and expenses are due immediately as they are incurred.
- D. BPM must reimburse MobileSim under this Section for any and all costs to MobileSim resulting from settlements, judgments, losses, liabilities, and penalties and for all the costs of defense MobileSim reasonably incurs including but not limited to attorney fees, investigation, discovery, experts, and court costs, as those costs and expenses are incurred or accrued.

SECTION 12: REQUIRED INSURANCE

- A. General Requirements

BPM shall maintain for the duration of this contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by BPM, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

B. Primary Insurance

BPM's insurance coverage shall be primary insurance with respect to MobileSim and shall apply separately to each location. Any insurance maintained by MobileSim shall be excess to BPM's insurance and shall not contribute with it.

C. Specific Requirements for General Liability Insurance

BPM shall purchase and maintain general liability insurance with combined single limits for bodily injury, personal harm or loss, and property damage or loss of \$1,000,000 per occurrence and \$2,000,000 per aggregate year to cover such claims as may be caused by an act, omission, or negligence of BPM or its officers, agents, representatives, assigns, or subcontractors.

MobileSim is to be covered and listed as an additional insured for liability arising out of activities performed by or on behalf of BPM, including the insured's general supervision of contract activities, products and completed operations and the premises owned, leased, occupied or used.

D. Deductibles

Any deductible must be declared to and approved by MobileSim. At the request of MobileSim either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to MobileSim; or (2) at the expense of BPM, BPM shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

E. Certificate of Insurance/Endorsements

A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be provided to MobileSim. BPM must notify MobileSim immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. MobileSim reserves the right to require complete copies of insurance policies at all times.

SECTION 13: COMPLIANCE WITH BUSINESS, TAX, LABOR, AND OTHER LEGAL AUTHORITIES

- A.** BPM assures MobileSim that BPM is legally authorized under state and federal business and tax legal authorities to conduct business in accordance with this Contract.
- B.** BPM must maintain coverage for BPM and BPM's employees through workers' compensation, occupational disease, and any similar or related statutorily required insurance program at all times during the term of this contract.

- C. If BPM has received an independent Contractor certification from the Montana Department of Labor and Industry as to BPM for workers' compensation and other purposes, BPM must provide MobileSim with a copy of the current certification and must immediately inform MobileSim of any change in the status of BPM's certification. This requirement is not applicable if BPM's occupation under Montana law is a recognized professional occupation that when practiced as an independent business may be conducted without the independent contractor certification.
- D. BPM and its employees, agents and subcontractors must report to MobileSim or other appropriate state authority any credible evidence that an act in violation of the Montana False Claims Act, at Title 17, chapter 8, part 4, MCA, has been committed.
- E. BPM is solely responsible on an on-going basis for and must meet all labor, health, safety, and other legal requirements, including payment of all applicable taxes, premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to BPM, BPM's employees, and any persons providing services on behalf of BPM under this Contract.
- F. BPM must comply on an ongoing basis with all applicable federal and state legal authorities, executive orders, federal administrative directives, federally approved waivers for program administration, regulations and written policies, including those pertaining to licensing.
- G. BPM shall only employ, contract or otherwise engage personnel who are authorized to work in the United States in accordance with applicable federal and state laws.
- H. The section of this Contract regarding indemnification applies with respect to any and all claims, obligations, liabilities, costs, attorney fees, losses or suits involving MobileSim that accrue or result from BPM's failure to comply with this section, or from any finding by any legal authority that any person providing services on behalf of BPM under this Contract is a member of MobileSim.

SECTION 14: CIVIL RIGHTS

A. Discrimination Prohibited Under Federal and State Authorities

BPM may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin in the performance of this Contract or in the delivery of services or funding on behalf of MobileSim.

B. Civil Rights Violations

MobileSim may undertake any and all actions, including contract termination, necessary to remedy any prohibited discriminatory action by BPM or to remedy any failure by BPM to carry out an affirmative action as required in federal or state legal authorities.

SECTION 15: MOBILESIM REQUIREMENTS

A. Debarment Prohibition

BPM certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental department or agency. If BPM cannot certify this statement, a written explanation will need to be submitted to MobileSim for review.

B. Lobbying

BPM may not use any of the funding available under this Contract for any activity that involves, or may lead to involvement in, endorsement of the nomination and/or election of a political candidate, the passage of a ballot issue, or political support or opposition in connection with a political committee.

D. Cooperation with MobileSim and Other Governmental Entities

BPM must ensure that BPM's personnel cooperate with MobileSim or other state or federal administrative agency personnel at no cost to MobileSim including but not limited to the following purposes:

1. The investigation and prosecution of fraud, abuse, and waste;
2. Audit, inspection, or other investigative purposes

SECTION 16: CONFIDENTIALITY OF PERSONAL INFORMATION AND COMPLIANCE WITH THE FEDERAL HIPAA AND HITECH PRIVACY AND SECURITY REQUIREMENTS**A. The following definitions apply for the purpose of this section.**

1. "Personal information" means information appearing in any form, whether written, electronic or otherwise, concerning a person who is:
 - a. a consumer or recipient of services delivered by the MobileSim program;
 - b. otherwise the subject of MobileSim activity; or
 - c. a MobileSim member – Director, Advisory Council or Associate Member
2. "Confidential personal information" means personal information which federal or state legal authorities or regulations protect from general public access and release. "Confidential personal information" includes but is not limited to the name, social security number, driver's license number, street and postal addresses, phone number, email address, medical data, protected health information as defined for purposes of the federal Health Insurance Portability and Accountability Act (HIPAA) and Health Information for Economic and Clinical Health Act (HITECH).

B. Confidential Personal Information Held by BPM

During the term of this Contract, BPM must treat and protect as confidential all material and information MobileSim provides to BPM or which BPM acquires on behalf of MobileSim in the performance of its contractual duties and responsibilities which contain personal information or confidential personal information and must

use or disseminate such materials and information only in accordance with the terms of this Contract and any governing legal and policy authorities.

C. Security of Confidential Personal Information.

In its use and possession of confidential personal information, BPM must conform to security standards and procedures meeting or exceeding current best business practices. Upon MobileSim's request, BPM will allow MobileSim to review and approve any specific security standards and procedures of BPM.

D. Notice by BPM of Unauthorized Disclosures or Uses of Confidential Personal Information.

Immediately upon discovering any unauthorized disclosure or use of confidential personal information by BPM, it must confidentially report the disclosure or use to MobileSim in detail, and must undertake immediate measures to retrieve all such confidential personal information and to prevent further unauthorized disclosure or use of confidential personal information.

E. Notice by BPM of Investigations, Complaints, Litigation Concerning the Use and Protection of Confidential Personal Information.

1. BPM must provide MobileSim with written notice within five work days of BPM receiving notice of any of the following:

- a. any complaint lodged with, investigation initiated by, or any determination made by any federal entity; or
- b. any administrative action or litigation initiated against BPM based on any legal authority related to the protection of confidential information.

2. With its notice, BPM must provide MobileSim with copies of any relevant pleadings, papers, administrative or legal complaints and determinations.

F. Contractor Compliance with the Federal HIPAA and HITECH Acts and the Implementing Regulations Governing the Use and Possession of Personal Healthcare Information.

1. If BPM uses or possesses individually identifiable personal healthcare information for purposes related to the performance of any services provided under this Contract, BPM must comply with the privacy and security requirements of the federal HIPAA of 1996 and HITECH Acts enacted as part of the American Recovery and Reinvestment Act of 2009, and the regulations implementing those requirements as they apply to BPM.

G. Security of BPM Proprietary Information

1. MobileSim acknowledges that certain information provided by BPM to MobileSim, such as personnel matters, pay scales, internal business practices and strategies for carrying out the terms of this contract, as well as in carrying out other business activities of BPM, are sensitive and proprietary.
2. MobileSim agrees that to the extent allowed by applicable law, MobileSim will not divulge or release to any third party any sensitive or proprietary information belonging to BPM without the prior, express written consent of BPM.

3. In conveying any sensitive or proprietary information to MobileSim, whether in the form of written reports or live discussions with the board, BPM will identify the information which it considers sensitive or proprietary and MobileSim agrees that it will thereafter maintain the confidentiality of such information.
4. In the event that a discussion of any sensitive or proprietary information of BPM is discussed in a meeting of the MobileSim board, MobileSim agrees that such discussion shall take place only in an executive session in which only those parties necessary for an appropriate discussion of the issue are present.

SECTION 17: PUBLIC INFORMATION AND DISCLAIMERS

- A. BPM may not access or use personal, confidential, or privileged information obtained through MobileSim, its agents and contractors, unless BPM does so:
1. In conformity with governing legal authorities and policies;
 2. With the permission of the persons or entities from whom the information is to be obtained; and
 3. With the review and approval by MobileSim prior to use, publication or release.
- Privileged information includes information and data MobileSim, its agents and contractors produce, compile or receive for state and local contractual efforts, including those local and state programs with which MobileSim contracts to engage in activities related to the purposes of this Contract.
- B. MobileSim recognizes that BPM will routinely be approached for comment and interviews about MobileSim activities and the program and extemporaneous statements will be necessary.
1. Whenever possible, BPM will obtain MobileSim pre-approval before BPM uses, publishes, releases or distributes materials, documents, publications, press releases and media pieces.
 2. MobileSim agrees to respond in a timely manner to ensure workflow and productivity is not unnecessarily burdened.
 3. By the nature of social media (Facebook, Twitter and Instagram) BPM is responsible and liable for any representation of MobileSim project related material. Recognizing that these sources for information sharing will require constant management and administration, BPM will respond promptly to MobileSim to change, edit, or remove any material.

SECTION 18: TOBACCO-FREE WORKPLACE AND OTHER RESTRICTIONS

- A. BPM must adopt and implement a tobacco-free workplace policy.
- B. BPM and its subcontractors during the term of this Contract may not:
1. Perform any work involving the production, processing, distribution, promotion, sale, or use of tobacco products or the promotion of tobacco companies; or
 2. Accept revenues from a tobacco producing processing or marketing entity or subsidiaries of such an entity if the acceptance of the revenues would result in the appearance that tobacco use is desirable or acceptable or in the

appearance that BPM endorses the tobacco product or the tobacco related entity.

SECTION 19: CONTRACTUAL DISPUTE RESOLUTION PROCESS

- A. This Contract dispute resolution process implements the state legal authorities requirement in 2-15-2230, MCA that Contracts entered into for the provision of human services contain a dispute resolution process clause providing recourse to a provider for disagreement about the terms of this Contract.
- B. This dispute resolution process is not applicable to the contest of any matters arising as an obligation upon MobileSim or BPM of legal authority inclusive of federal or state law, regulation or rule that supersedes or governs over the contractual term that is at issue.
- C. BPM, except as otherwise provided in this Section or by legal authorities, may appeal any issue concerning performance or consideration under the terms of this Contract by following these procedures.
 - 1. The dispute resolution process is initiated by BPM submitting the dispute in writing to MobileSim. MobileSim's will provide a written response to BPM within 10 working days.
 - 2. If MobileSim fails to issue a written response within 10 working days, or BPM disagrees with the written response, BPM may request a dispute resolution review from MobileSim within 10 working days of either receiving the written response or 10 working days from the date it was due, whichever comes first.
 - 3. A dispute resolution review will be conducted within 15 working days of receiving the request for the review. An extension of 15 additional work days may be granted at the request of either MobileSim or BPM.
 - 4. A dispute resolution review will be conducted by the MobileSim Board. Consideration will be given to substantiating documents and information which BPM and MobileSim's Contract liaison wish MobileSim to consider. The MobileSim board, or designee, and BPM may present further information by any appropriate means.
 - 5. A written decision from the review will be issued within 30 days of the hearing.

SECTION 20: ACCESS TO PREMISES

BPM must provide MobileSim and any other legally authorized governmental entity, or their authorized representatives, the right to enter at all reasonable times BPM's premises or other places where contractual performance occurs to inspect, monitor or otherwise evaluate performance of this Contract. BPM must provide reasonable facilities and assistance for the safety and convenience of the persons performing these duties. All inspection, monitoring and evaluation must be performed in such a manner as not to unduly interfere with contractual performance.

SECTION 21: LIAISON AND SERVICE OF NOTICES

- A. MobileSim will provide guidance or interpretations of contract materials and board expectations in order to assist BPM with compliance and performance. Work performed under this contract will be coordinated between MobileSim's liaison and BPM's liaison:

Drew Dawson, Vice Chair
Simulation in Motion, Montana, Inc.
c/o Montana Medical Association
2021 11th Avenue, Suite 1
Helena MT 59601
Phone: (406) 443-4000
Email: drew.dawson@gmail.com

Ben King
Best Practice Medicine
3736 Palm Street
Bozeman, MT 59718
Phone: (406) 599-0124
Email:
king@bestpracticemedicine.com

These persons serve as the primary contacts between the parties regarding the performance of this Contract. MobileSim's liaison and BPM's liaison may be changed by written notice to the other party.

- B. Written notices, reports and other information required to be exchanged between the parties must be directed to liaison addresses as set out in this Contract.

SECTION 22: FORCE MAJEURE

If BPM or MobileSim is delayed, hindered, or prevented from performing any act required under this Contract by reason of delay beyond the control of the asserting party including, but not limited to, theft, fire, or public enemy, severe and unusual weather conditions, injunction, riot, strikes, lockouts, insurrection, war, or court order, then performance of the act shall be excused for the period of the delay. "Beyond the control" means an unanticipated grave natural disaster or other phenomenon or event of an exceptional, inevitable, and irresistible character, the effects of which could not have been prevented or avoided by the exercise of due care or foresight. In that event, the period for the performance of the act shall be extended for a period equivalent to the period of the delay. Matters of BPM's finances shall not be considered a *force majeure*.

SECTION 23: CONTRACT TERMINATION

- A. Either party may terminate this Contract without cause and in lieu of any or all other remedial measures available through this Contract. Unless the parties agree in writing to a different notice period, a party terminating with or without cause must give written notice of termination to the Contract liaison for the other party at least sixty (60) days prior to the effective date of termination. The non-terminating party retains and maintains any rights or remedial measures available under this contract or by law.

- B. MobileSim may terminate this Contract in whole or in any aspect of performance under the Contract if funding becomes unavailable or reduced for any reason. Reductions will attempt to preserve BPM's personnel expenses and ability to meet contract performance. BPM and MobileSim agree that in the event program revenue shortfalls necessitate budget adjustments or should revenue shortfall considerations impact annual renewal period program budget allocations, the BPM Personnel & Administrative Cost budget allocation, Attachment C, will be subject to funding decrease only when operations have been scaled back commensurate with available operating funds and all other budgeted funds have been depleted.
- C. Notice of termination given to MobileSim by BPM may only be revoked with the consent of MobileSim.
- D. Upon expiration, termination or cancellation of this Contract, BPM must assist MobileSim in closing out the Contract, and in providing for the orderly transfer of contract responsibilities and the continued delivery of contract services by MobileSim or its designee, and shall allow MobileSim access of BPM's facilities, records and materials related to this contract to fulfill these requirements.

SECTION 24: CHOICE OF LAW, REMEDIES AND VENUE

- A. This Contract is governed by the laws of the State of Montana.
- B. For purposes of litigation concerning this Contract, venue must be in the First Judicial District in and for the County of Lewis and Clark, State of Montana.
- C. If there is litigation concerning this Contract, BPM must pay its own costs and attorney fees.
- D. If there is a contractual dispute, BPM agrees to continue performance under this Contract unless MobileSim explicitly waives performance in writing.
- E. Any remedies provided by this court are not exclusive and may be in addition to any other remedies provided by law.

SECTION 25: SCOPE, AMENDMENT AND INTERPRETATION OF CONTRACT

- A. This Contract consists of its opening header, numbered sections 1 through 25, and signature lines. It further includes and incorporates, by reference, the general Helmsley grant objectives, expressly referenced as Attachment A; the scope of services, expressly referenced as Attachment B; approved budget, expressly referenced as Attachment C; the Reimbursement Claim Form, expressly referenced as Attachment D and the Project Quarterly Report, expressly referenced as Attachment E. BPM's response to RFP, received on April 20, 2017, is further incorporated by reference, and may be used to guide activities as long as they do not conflict with contractual language, which governs in the event of a conflict. The original contract and any amendments will be retained by MobileSim. A copy of the original has the same force and effect for all purposes as the original. This is the entire contract between the parties.

- B. No statements, promises, or inducements made by either party or their agents are valid or binding if not contained in this Contract and the materials expressly referenced in this Contract as governing the contractual relationship.
- C. The headings to the sections of this Contract are for convenience of reference and do not modify the terms and language of the sections to which they are headings.
- D. No contractual provisions from a prior Contract of the parties are valid or binding in this contractual relationship.
- E. Except as may be otherwise provided by its terms, this Contract may not be enlarged, modified or altered except by written amendment signed by the parties to this Contract.
- F. If there is a dispute as to the duties and responsibilities of the parties under this Contract, the Contract along with any attachments prepared by MobileSim, including request for proposal, govern over BPM's proposal.
- G. If a court of law determines any provision of this Contract is per se or as applied legally invalid, all other provisions of this Contract remain in effect and are valid and binding on the parties.
- H. Any provision of this Contract that is determined to conflict with any federal or state law or regulation, whether per se or as applied, is inoperative to the extent it conflicts with that authority and is to be considered modified to the extent necessary to conform with that authority.
- I. Waiver of any default, breach or failure to perform under this Contract may not be construed to be a waiver of any subsequent default, breach or failure of performance. In addition, waiver of a default, breach or failure to perform may not be construed to be a modification of the terms of this Contract unless reduced to writing as an amendment to this Contract.

The parties through their authorized agents have executed this Contract on the dates set out below.

SIMULATION IN MOTION MONTANA, INC.

By: Drew Dawson
Drew Dawson, Vice Chair

Date: 25 Jul 17

BEST PRACTICE MEDICINE

By: Ben King
Ben King, CEO

Date: 7/25/17

Attachment A

Overview of Helmsley Grant Objectives

The following Helmsley grant objectives are provided as guidance as to the work and objectives that DPHHS works under per the Helmsley grant. While the BPM scope of services are more specific, BPM must consult with MobileSim before initiating work that is not described broadly within these activities and the Scope of Services.

1. Development of an infrastructure for ongoing implementation and sustainability of MobileSim Montana.
 - a. Meetings of the MobileSim board as needed.
 - b. Development of a strategic plan and/or a business plan.
2. Agreements and subcontracts to provide provision of education, corporate business and other activities
 - a. Implement a contract with a project management entity for the day-to-day deployment of MobileSim Montana.
 - b. Secure contracts / agreements for a corporate home and related services.
 - c. Secure other contracts/agreements for services such as legal, auditing, etc.
3. Facilitate or oversee activities related to trucks (including storage), manikins, supplies and maintenance.
4. Deployment of MobileSim Montana to EMS providers and services.
5. Deployment of MobileSim Montana to hospitals and healthcare facilities.
6. Deployment of MobileSim Montana to universities, colleges and other educational venues.
7. Explore deployment of MobileSim Montana to other stakeholders and events.
8. Engage with other mobile simulation programs in Montana and other states to support implementation of MobileSim Montana.
9. Implement activities to evaluate the utilization and effectiveness of the MobileSim Montana program.
10. Facilitate grant and program reporting.

Attachment B
BPM Scope of Services
July 1, 2017 – June 30, 2019

SERVICES TO BE PROVIDED:

1. Provide necessary activities related to acquiring qualified educational staff for delivery of the mobile simulation education. This includes:
 - a. Development of job descriptions, interview and selection process for staff and educators. (Quarter 1)
 - b. Expedient selection and hire of at least core staff upon activation of contract. (Quarter 1)
 - c. Selection, hiring and orientation of all staff and educators. (Quarter 1)
 - d. Develop educator evaluation programs (e.g. self-evaluation, student evaluation) for implementation at all education events. (Quarter 1)
 - e. Develop evaluation systems that can be provided to students and facilities at all education events. (Quarter 1)
2. Provide necessary activities related to operation and maintenance of the simulation manikins and related electrical components and computers.
 - a. Coordinate scheduling with CAE to visit Montana to orient education staff on manikin operation. (Quarter 1)
 - b. Collaborate with North Dakota, South Dakota, Nebraska and other simulation programs, as appropriate, to provide education on simulation education and operations. (Quarter 1)
 - c. Develop written startup and shutdown procedures for all manikins and electronic components, including storing and securing for transport. (Quarter 1)
 - d. Develop and implement written SOPs for checking equipment before and after an education event. (Quarter 1)
 - e. Develop policies and check sheets related to routine maintenance of the manikins and related electronics. (Quarter 1)
3. Provide necessary activities related to operation and maintenance of the mobile simulation trucks.
 - a. Develop training, orientation and procedures for all drivers. (Quarter 1)

- b. Develop and implement policies related to vehicle driving and safety procedures (weather and road considerations, driving speeds, backing procedures, etc.) (Quarter 1)
 - c. Develop and implement policies and check sheets related to pre-trip and post-trip vehicle check procedures include securing of all equipment and supplies, compartments, vehicle safety and damage checks, accident reports, etc. (Quarter 1)
 - d. Develop and implement policies and documentation related to routine maintenance of the trucks and associated equipment. (Quarter 1)
4. Perform necessary administrative activities relative to MobileSim program operations, budgets, and sustainability.
 - a. Attend quarterly and other appropriate board meetings; provide requested reports on mobile simulation activities, challenges and successes. (Quarters 1, 2, 3, 4)
 - b. Quarterly and as requested, provide MobileSim reports on expenses, income and budget projections. Assist the board in development of an annual budget. (Quarters 1, 2, 3, 4)
 - c. Assist the board as requested with development of a business and sustainability plan. (Quarters 1, 2)
 - d. As requested, negotiate board approved agreements, contracts or MOUs with customers. (Quarters 1, 2, 3, 4)
5. Provide functions related to marketing, developing partnerships, communicating and providing education.
 - a. Maintain a project website. (Quarters 1, 2, 3, 4)
 - b. Develop local community or state news releases and other media to educate stakeholders and the public about the program. (Quarters 1, 2, 3, 4)
 - c. Develop marketing and information materials for conferences, meetings and other events. (Quarters 1, 2)
 - d. Develop reports and other information about project activities and progress. (Quarters 1, 2, 3, 4)
6. Provide necessary evaluation support.
 - a. Provide regular quantitative reports for the board (e.g. number of training events, number of students, etc.) (Quarters 1, 2, 3, 4)
 - b. Provide regular qualitative reports for the board (e.g. student, EMS service or hospital satisfaction). (Quarters 1, 2, 3, 4)

- c. **Develop and report to the board measures that describe changes in student knowledge and/or performance from the training. (Quarters 1, 2, 3, 4)**
 - d. **Prepare reports to the board on overall measures of project success. (Quarters 1, 2, 3, 4)**
7. **Annually, schedule and provide approximately sixty (60) onsite education events per truck. Prioritization of events will be determined through discussions between MobileSim and BPM. In general, priority will be given to education provided to:**
 - a. **Each of the approximately 58 hospitals, especially Critical Access Hospitals. (Quarters 1, 2, 3, 4)**
 - b. **The 120+ ambulance services and their associated non-transporting units. As much as possible, EMS service training can be coordinated with hospital training locations and times. (Quarters 1, 2, 3, 4)**
 - c. **Requests for education or promotional events for health care provider meetings and conferences. (Quarters 1, 2, 3, 4)**
 - d. **As time and budget allows, provide other requested educational or promotional events. (Quarters 1, 2, 3, 4)**

Attachment C**Budget: July 1, 2017 – June 30, 2018****Training Category**

Travel, in-state	\$40,000
Travel, out-of-state	\$14,000
Training expenses	\$20,000
Tuition / CME costs	\$ 7,000
Sim State Training	\$30,000

Personnel & Administrative Costs

BPM Personnel & Admin Costs	\$720,000
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Other

Supplies, Simulation	\$135,000
Supplies, Other	\$ 5,000
Evaluation	\$ 17,000
Marketing & Communications	\$ 11,000

Total Budget	\$999,000
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Budget: July 1, 2018 – June 30, 2019**Training Category**

Travel, in-state	\$40,000
Travel, out-of-state	\$10,000
Training expenses	\$16,000
Tuition / CME costs	\$12,000

Personnel & Administrative Costs

BPM Personnel & Admin Costs	\$720,000
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Other

Supplies	\$ 50,000
Evaluation	\$ 10,000
Marketing & Communications	\$ 5,000

Total Budget	\$860,000
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Budget Narrative

Travel, In-state:

General travel costs for trucks and staff (motels, per diem at state rates), and miscellaneous travel costs.

Travel, Out-of-State:

Costs for staff to attend the annual Society of Simulation in Healthcare or other approved conference

Training Expenses:

Travel costs for staff training, meetings, conference presentations, etc.

Tuition/CME:

Costs of nurse, physicians and other health care provider CMEs

Sim State Training:

Costs for training and orientation from other mobile simulation states relative to simulation education, operations and truck/manikin maintenance as appropriate

Personnel – Best Practice Medicine:

Contract costs for a BPM to facilitate day-to-day operations of the MobileSim Montana program

Supplies, Vehicle

Supplies, medical equipment and other supplies for each vehicle to support simulation scenarios

Supplies, Other

Miscellaneous supplies such as printing, copying, marketing pamphlets, etc.

Evaluation

Costs related to performing evaluation activities

Marketing and Communications

Costs related to marketing, brochures, website, etc.

Attachment D
SIMULATION IN MOTION MONTANA
EXPENSE JUSTIFICATION FORM

Submitted herewith is justification and documentation for expenditures made in conjunction with the MobileSim / BPM contract for the period of activity from:

_____ to _____

1)	BPM Personnel / Administrative Costs (see § 5(A)(1))	\$

2)	Travel, Instate	\$

3)	Travel, out-of-state	\$

4)	Training Expenses	\$

5)	Tuition / CME	\$

6)	Sim State Training	\$

7)	Supplies, Simulation	\$

8)	Supplies, Other	\$

9)	Evaluation	\$

10)	Marketing & Communications	\$

	Total	\$

I hereby certify that in accordance with the terms of the approved program listed above, the actual costs claimed have been incurred for the purposes specified, that no claim has been presented to or payment made by the another entity. Additional detail about each expense is attached. Supporting documentation, including invoices, vouchers, etc. are maintained and are available for audit.

Project Director Signature

Date

Attachment E: Project Quarterly Report

MobileSim Montana

Quarterly report

Best Practice Medicine Contract

Contract Period: July 1, 2017 – June 30, 2018

Quarterly reports will describe the past quarter's activities, deliverables and work accomplished, difficulties encountered, decisions made, or any other important information relative to the project.

Quarter	Report Due
Q1: Jul 1 – Sep 30, 2017	September 15, 2017
Q2: Oct 1 – Dec 31, 2017	December 15, 2018
Q3: Jan 1 – Mar 31, 2018	April 13, 2018
Q4: Apr 1 – June 30, 2018	July 13, 2018

Contract Objectives

*If an item will not be completed on schedule, please indicate a timeframe for completion in the notes, and the reason for the delay. Status can be noted as **Ongoing, In Progress or Completed, etc.** If an objective is not applicable this quarter, please indicate **N/A**.*

Objective 1 – Provide necessary activities related to acquiring qualified educational staff for delivery of the mobile simulation education	
a. Develop job descriptions, interview and selection process for staff and educators.	Status:
Progress Notes: October 2017:	
b. Selection and hire of at least core staff upon activation of contract. c. Selection, hiring and orientation of all staff and educators.	Status:
Progress Notes: October 2017:	
d. Develop educator evaluation programs (e.g. self-evaluation, student evaluation) for implementation at all education events	Status:
Progress Notes: October 2017:	

<p>e. Develop evaluation systems that can be provided to students and facilities at all education events.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

Objective 2 – Provide necessary activities related to operation and maintenance of the simulation manikins and related electrical components and computers.

<p>a. Coordinate scheduling with CAE to visit Montana to orient education staff on manikin operation.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

<p>b. Collaborate with North Dakota , South Dakota, Nebraska and other simulation programs, as appropriate, to provide education on simulation education and operations.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

<p>c. Develop written startup and shutdown procedures for all manikins and electronic components, including storing and securing for transport.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

<p>d. Develop and Implement written SOPs for checking equipment before and after an education event.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

<p>e. Develop policies and check sheets related to routine maintenance of the manikins and</p>	<p>Status:</p>
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related electronics	
Progress Notes:	
October 2017:	

Objective 3 – Provide necessary activities related to operation and maintenance of the mobile simulation trucks	
a. Develop training, orientation and procedures for all drivers.	Status:
Progress Notes:	
October 2017:	
b. Develop and implement policies related to vehicle driving and safety procedures (weather and road considerations, driving speeds, backing procedures, etc.).	Status:
Progress Notes:	
October 2017:	
c. Develop and implement policies and check sheets related to pre-trip and post-trip vehicle check procedures include securing of all equipment and supplies, compartments, vehicle safety and damage checks, accident reports, etc.	Status:
Progress Notes:	
October 2017:	
d. Develop and implement policies and documentation related to routine maintenance of the trucks and associated equipment.	Status:
Progress Notes:	
October 2017:	

Objective 4 - Perform necessary administrative activities relative to MobileSim program operations, budgets, and sustainability

a. Attend quarterly and other appropriate board meetings; provide requested reports on mobile simulation activities, challenges and successes.	Status:
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Progress Notes:
October 2017:

b. Quarterly and as requested, provide MobileSim reports on expenses, income and budget projections. Assist the board in development of an annual budget.	Status:
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Progress Notes:
October 2017:

c. Assist the board as requested with development of a business and sustainability plan.	Status:
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Progress Notes:
October 2017:

d. As requested, negotiate board approved agreements, contracts or MOUs with customers.	Status:
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Progress Notes:
October 2017:

Objective 5 - Provide functions related to marketing, developing partnerships, communicating and providing education

a. Maintain a project website.	Status:
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Progress Notes:

October 2017:	
b. Develop local community or state news releases and other media to educate stakeholders and the public about the program.	Status:
Progress Notes: October 2017:	
c. Develop marketing and information materials for conferences, meetings and other events.	Status:
Progress Notes: October 2017:	
d. Develop reports and other information about project activities and progress.	Status:
Progress Notes: October 2017:	

Objective 6 – Provide necessary evaluation support	
a. Provide regular quantitative reports for the board (e.g. number of training events, number of students, etc.).	Status:
Progress Notes: October 2017:	
b. Provide regular qualitative reports for the board (e.g. student, EMS service or hospital satisfaction).	Status:
Progress Notes: October 2017:	

<p>c. Develop and report to the board measures that describe changes in student knowledge and/or performance from the training.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	
<p>d. Prepare reports to the board on overall measures of project success.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	

Objective 7 – Annually, schedule and provide approximately sixty (60) onsite education events per truck. Prioritization of events will occur through discussions between MobileSim and BPM. In general, priority will be given to education provided to:

<p>a. Each of the approximately 58 hospitals, especially Critical Access Hospitals.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	
<p>b. The 120+ ambulance services and their associated non-transporting units. As much as possible, EMS service training can be coordinated with hospital training locations and times.</p>	<p>Status:</p>
<p>Progress Notes: October 2017:</p>	
<p>c. Requests for education or promotional events for health care provider meetings and conferences.</p>	<p>Status:</p>

Progress Notes: October 2017:	
d. As time and budget allows, provide other requested educational or promotional events.	Status:
Progress Notes: October 2017:	

Activities planned for the upcoming quarter
October 2017:

Challenges, barriers or other relevant information
October 2017:

Submitted on month, day, year to Montana MobileSim, MMA, 2021 11th Ave, Suite 1, Helena, MT 59601

Name / Title

Montana Medical Association Management
Agreement

**MMA Executive Office
2021 Eleventh Ave. Ste. 1
Helena, Montana
59601-4890**



**406.443.4000
FAX 406.443.4042
www.mmaoffice.org
mma@mmaoffice.org**

ADVOCATES FOR ADVANCEMENT

Management Agreement

This Agreement is entered into between the Montana Medical Association (MMA) and Simulation in Motion Montana, Inc. (Corporation) regarding management services, payment for services and other provisions.

The MMA Chief Executive Officer shall assign MMA staff and direct MMA resources in a manner that he/she deems necessary and appropriate to provide the services set forth in this Agreement.

TERM – The term of the Agreement is for one year beginning July 1, 2017 to June 30, 2018. The Agreement will be reviewed and, if the parties agree, renewed on annual basis with consideration of a basic inflationary increase. After the initial contract period, the agreement can be re-negotiated by either party. If the parties have not negotiated a renewal before the expiration of this 1 year term, this Agreement shall continue on a month-to-month basis until modified by the parties or terminated by either party upon 60 days advance written notice to the other party.

SERVICES – MMA will provide the following services to the Corporation to support its activities:

General Administration/Management Support

- **Assist Corporation with organizational tasks, such as appropriate business filings.**
- **Development and management of contracts with legal, accounting, funding agencies and service providers.**
- **Manage the activities of the Corporation, and serve as the communications center for Corporation programs and business.**
- **Manage records and administration of a records retention process.**
- **Assist with development of organizational policies.**
- **Serve as the point of contact with the Corporation contractors including overseeing the contractors on behalf of the Corporation, reviewing reports and invoices, and exercising such supervision as is delegated by the Corporation.**

Financial Operations & Management

- **Manage the financial activities of Corporation, including the receipt and processing of deposits, accounts receivables, and accounts payables following procedures outlined by the Corporation, contracts with providers and in working with the Board.**
- **Maintain financial records and documents.**
- **Produce and distribute invoices, if necessary.**
- **Reconcile bank statements.**
- **Prepare and distribute financial reports to the board.**
- **Assist in preparation of annual budgets.**
- **Assist with identification of needed organizational fiscal policies and procedures.**
- **Prepare and provide records necessary for tax filings (Forms 990 and 990-T and others, as required) and audit data in conjunction with any accounting firm retained for this purpose.**

Meetings and Event Management

- **Provide administrative support for Corporation meetings and events.**
- **Assist with logistical arrangements of meetings, including food & beverage.**
- **Attend and participate in meetings and conferences.**

Support for the Board of Directors

- **Participate in Board meetings.**
- **Distribute communications to Board members as needed.**
- **Assist in preparation and distribution of meeting agendas, meeting minutes and financial reports.**
- **Assist Board with performance of its duties, including: establishing and issuing reminders on action item lists based on a calendar of deadlines.**
- **Maintain records, including meeting minutes, financial reports, mailing lists, newsletter archives and other documents.**

The Corporation and the MMA, their employees, agents, contractors and subcontractors will cooperate with each other, and with other contractors and subcontractors at no charge for purposes relating to the delivery of and administration of the services to be delivered under this Contract.

OTHER PROVISIONS

- **Both parties acknowledge that the Corporation will be staffed on a part-time basis with an emphasis on fulfillment of duties according to timelines and project workload.**
- **This Agreement does not include lobbying services.**
- **The Corporation will reimburse the MMA at the actual amount for any business or travel related expenses incurred by staff in the course of carrying out assigned duties and for other reasonable expenses incurred by staff that directly related to the**

performance of duties outlined by this agreement. MMA staff will provide supportive documentation for all expenses.

- The Corporation will pay for time worked by staff for all special event planning and management not outlined in this agreement, and any reasonable expenses incurred by staff that directly relate to the performance of these duties.
- The Corporation will pay the MMA the following rates for other services:
 - Copying – actual volume at 7 cents per black and white copy, 17 cents per colored copy and 7 cents per scanned copy
 - Postage – actual cost
 - Material/supplies – actual cost
 - Non-retained services will be billed at a rate equal to \$45.00/hour for administrative duties.


PAYMENT FOR RETAINED SERVICES

- The Corporation will pay the MMA a retainer of \$45,000 per year, payable quarterly (\$11,250) by electronic transfer of funds on the first day of each of the months October, January, April, July.
- The MMA will provide a detailed invoice for all other charges incurred by the MMA on behalf of The Corporation on a quarterly basis with payment will be due within 30 days.

PAYMENT FOR THIRD PARTY VENDORS, INCLUDING PAYMENTS TO BOARD MEMBERS

- The MMA will make payment to all third party vendors within 30 days of receipt of invoice and with approval by an authorized Corporation officer.


TERMINATION – Either party may terminate the Agreement with 30 days’ notice in writing.



 Jean Branscum
 Chief Executive Officer
 Montana Medical Association

12/4/17

 Date



 Drew Dawson
 Vice-Chair
 Simulation in Motion Montana, Inc.

12/1/17

 Date

**Simulation in Motion Montana Inc.
Board Meeting Minutes
December 1, 2017**

The Board meeting was called to order by Drew Dawson at 2:07 p.m. on December 1, 2017.

A quorum of the Board members attended including Drew Dawson and Kyle Gibson. Tara Preston (MMA) also attended.

Review SIM-MT/MMA Management Contract

Mr. Dawson asked if there were any questions or comments about the contract provided to the board members by Ms. Preston. Hearing no questions, Mr. Dawson requested a motion on the contract.

A motion by Mr. Gibson was made to approve the contract as provided, motion was seconded by Mr. Dawson.

SIM-MT upcoming meetings

The next Board meeting will be held December 21, 2017.

Adjournment

There being no further business before the Board, the meeting was adjourned at 2:11 p.m.

APPROVED this day of December 2017.

Fixed Asset Valuation Report

ASSET VALUATION REPORT

Simulation in Motion Montana - Dec. 31, 2017

Assets: 30 of 30 Included

Sort #1: Asset A/C#

Include: All Assets

Method: Book - Std Conventions Applied

Date Acq	Description	Cost	End A/Depr	Net Book Val	Valuation	Value - Cost	Value - NBV
Asset A/C#: 15000 - Furniture and Equipment							
08/25/2017	Defibrillator 1	2,615.00	155.65	2,459.35	0.00	-2,615.00	-2,459.35
08/25/2017	Defibrillator 2	2,615.00	155.65	2,459.35	0.00	-2,615.00	-2,459.35
08/25/2017	Defibrillator 3	2,615.00	155.65	2,459.35	0.00	-2,615.00	-2,459.35
09/11/2017	EZ-10 63 Educator's Kit 1	763.70	36.37	727.33	0.00	-763.70	-727.33
09/11/2017	EZ-10 63 Educator's Kit 2	763.70	36.37	727.33	0.00	-763.70	-727.33
09/11/2017	EZ-10 63 Educator's Kit 3	763.70	36.37	727.33	0.00	-763.70	-727.33
09/11/2017	Nasco 1 Adult Advance IV Injection Arm	500.00	23.81	476.19	0.00	-500.00	-476.19
09/11/2017	Nasco 2 Adult Advance IV Injection Arm	500.00	23.81	476.19	0.00	-500.00	-476.19
09/11/2017	Nasco 3 Adult Advance IV Injection Arm	500.00	23.81	476.19	0.00	-500.00	-476.19
09/11/2017	Nasco 1 Intraosseous Infusion Simulator	520.00	24.76	495.24	0.00	-520.00	-495.24
09/11/2017	Nasco 2 Intraosseous Infusion Simulator	520.00	24.76	495.24	0.00	-520.00	-495.24
09/11/2017	Nasco 3 Intraosseous Infusion Simulator	520.00	24.76	495.24	0.00	-520.00	-495.24
09/11/2017	Recertified Alaris Medsystem 1	2,400.00	114.29	2,285.71	0.00	-2,400.00	-2,285.71
09/11/2017	Recertified Alaris Medsystem 2	2,400.00	114.29	2,285.71	0.00	-2,400.00	-2,285.71
09/11/2017	Recertified Alaris Medsystem 3	2,400.00	114.29	2,285.71	0.00	-2,400.00	-2,285.71
09/11/2017	S-Scort III Suction Unit 1 in Red Case	515.00	24.52	490.48	0.00	-515.00	-490.48
09/11/2017	S-Scort III Suction Unit 2 in Red Case	515.00	24.52	490.48	0.00	-515.00	-490.48
09/11/2017	S-Scort III Suction Unit 3 in Red Case	515.00	24.52	490.48	0.00	-515.00	-490.48
11/01/2017	HAL 1 Adult Multipurpose Airway & CPR	2,567.34	61.13	2,506.21	0.00	-2,567.34	-2,506.21
11/01/2017	HAL 2 Adult Multipurpose Airway & CPR	2,567.33	61.13	2,506.20	0.00	-2,567.33	-2,506.20
11/01/2017	HAL 3 Adult Multipurpose Airway & CPR	2,567.33	61.13	2,506.20	0.00	-2,567.33	-2,506.20
Grand totals: 15000 (21 assets)		29,643.10	1,321.59	28,321.51	0.00	-29,643.10	-28,321.51
Asset A/C#: 15500 - Donated Fixed Assets							
07/01/2017	Truck 1 Simulator Bundle	199,794.94	14,271.07	185,523.87	0.00	-199,794.94	-185,523.87
07/01/2017	Truck 2 Simulator Bundle	192,424.63	13,744.62	178,680.01	0.00	-192,424.63	-178,680.01
07/01/2017	Truck 3 Simulator Bundle	192,424.63	13,744.62	178,680.01	0.00	-192,424.63	-178,680.01
07/01/2017	Truck 1 Birthing Simulator Bundle	89,845.20	6,417.51	83,427.69	0.00	-89,845.20	-83,427.69
07/01/2017	Truck 2 Birthing Simulator Bundle	89,845.20	6,417.51	83,427.69	0.00	-89,845.20	-83,427.69
07/01/2017	Truck 3 Birthing Simulator Bundle	89,845.20	6,417.51	83,427.69	0.00	-89,845.20	-83,427.69
07/01/2017	LUCAS 2.2 Chest Compression System 1	10,854.20	775.30	10,078.90	0.00	-10,854.20	-10,078.90
07/01/2017	LUCAS 2.2 Chest Compression System 2	10,854.20	775.30	10,078.90	0.00	-10,854.20	-10,078.90
07/01/2017	LUCAS 2.2 Chest Compression System 3	10,854.20	775.30	10,078.90	0.00	-10,854.20	-10,078.90
Grand totals: 15500 (9 assets)		886,742.40	63,338.74	823,403.66	0.00	-886,742.40	-823,403.66
Grand totals for all accounts: (30 assets)		916,385.50	64,660.33	851,725.17	0.00	-916,385.50	-851,725.17

Note: Assets marked for Disposal (D) or Trade (T) are not included.

Employer Identification Number



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 04-19-2017

Employer Identification Number:
82-1236014

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

SIMULATION IN MOTION MONTANA INC
% JOE WILLIAMS
2021 11TH AVE
HELENA, MT 59601

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 82-1236014. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

04/15/2018

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is SIMU. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

