

**HYALITE RURAL FIRE DISTRICT  
BOARD OF TRUSTEES REGULAR PUBLIC MEETING  
SYNOPSIS**

DATE: MARCH 17, 2026

TIME: 7:00 p.m.

LOCATION: Sourdough Fire Station, 4541 S. 3<sup>rd</sup> Rd., Bozeman, Montana

*In compliance with [MCA 2017 2-3-212](#) and the Hyalite Rural Fire District Bylaws, the minutes of HRFD Board of Trustees open public meetings are comprised of an audio recording and a written synopsis. The audio recording is designated as the official record of a meeting. The written synopsis serves to assist the public in accessing portions of the audio recording and is a good faith attempt to provide the public with another method to be informed about the actions of the Board. The minutes are available to the public at [www.hyalitefire.org/board-meeting-minutes/](http://www.hyalitefire.org/board-meeting-minutes/) or at the Hyalite Rural Fire District Administrative Offices, 4541 S. 3<sup>rd</sup> Rd., Bozeman, MT, during its standard business hours.*

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**TRUSTEES IN ATTENDANCE:**

Justin Miller  
Pete Geddes  
Walt Zidack  
Ken Beideman  
Jason Jarrett

**STAFF IN ATTENDANCE:**

Brian Nickolay, Fire Chief  
Chris Dahlhauser, Assistant Fire Chief  
Sheryl Wyman, Administrative Assistant  
Colin Prato, Division Chief of Maintenance

**PUBLIC IN ATTENDANCE:**

Families and Friends of Volunteer Firefighters  
Anna French, Hyalite Volunteer Firefighter Association  
Kade O'Brian, President, Hyalite Volunteer Firefighter Association

<b>0:00:01</b>	<p><b>CALL TO ORDER OF HYALITE RURAL FIRE DISTRICT</b></p> <p>Chairman Miller called the meeting to order and asked for any public comment on non-agenda items. None given.</p> <p><b>HYALITE CONSENT AGENDA</b></p> <p>Chairman Miller asks if there are any requests to pull anything from the Consent Agenda for review. None given.</p> <p><b>Motion: Trustee Geddes moves to approve consent agenda as presented</b></p> <p>Trustee Zidack seconded the motion.</p>
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	<p><b>Vote:</b> Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See January 20, 2026 Board Packet for Consent Agenda items Approved]</i></p>
	<p><b>REGULAR AGENDA</b></p>
0:00:35	<p><b>Agenda Item 1 – Promotion of Lieutenants</b></p> <p>Chief Nickolay states the Lieutenants are all on spring break. However, we will be promoting the graduating class from the Fall Academy. The three individuals in attendance are Jared Deras, Sarah Shenk, and Garrett O’Tool. The firefighters introduce themselves to the board and Chief Nickolay swears in the firefighters. They are then pinned by family and friends.</p> <p>The additional two firefighters, Scott Archibald and Myles Brown will be promoted at a later date.</p>
0:08:10	<p><b>Agenda Item 3 – Discussion and Decision – Renewal of Health Insurance</b></p> <p>Chief Nickolay states the renewal for our health insurance is April 1. We are renewing the same plans. One plan increased 15.8% increase and the other plan is 18% increase of premium.</p> <p>Discussion is held among the board members regarding possible options for health coverage.</p> <p><b>Motion: Trustee Geddes moves to approve the renewal of the health insurance.</b></p> <p>Trustee Zidack seconded the motion.</p> <p><b>Vote:</b> Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p>
0:15:47	<p><b>Agenda Item 2 – Hyalite Volunteer Firefighters Association Report</b></p> <p>Anna French of the Volunteer Firefighters Association gives a report of the association. The association has submitted a budget proposal and are looking for some help from the department in regards to the remodel of the gym.</p> <p>The peer support team is close to be formally launched. The plan is for the next academy will have information and the program will be live.</p> <p>They are looking to send some volunteer firefighters to the Montana State Volunteer Association meeting.</p> <p>They have also worked on wellness and outreach through social media. They have an Instagram account if you’d like to follow.</p> <p>Dates have been set for the Wildland BBQ (June 10<sup>th</sup>); and the Pancake Breakfast (September 19<sup>th</sup>).</p>

	<p>Trustee Geddes asks how much they are looking for to help with the gym. Volunteer French says she will provide numbers at the next meeting.</p>
<p><b>0:18:10</b></p>	<p><b>Agenda Item 4 – Discussion and Decision – FSA/HSA Proposal</b></p> <p>Chief Nickolay presents the proposal to the board. Our 80/20 plan is not HSA eligible but is FSA eligible. We have another plan that is HSA eligible. He feels we are falling behind other agencies for benefits. He goes over what the other agencies provide to their staff. He is proposing to the board that we provide an HSA/FSA option to the employees and goes over the plans. These plans would be</p> <p>He is proposing adopting an FSA with our 80/20 plan and an HSA with the high-deductible plan.</p> <p>The contribution would be \$3,400 annually to each employee to either the FSA plan or the HSA plan. In addition to the contribution there would be a longevity offer where the district would pay an additional \$45/year of service to the Hyalite Rural Fire District. The maximum contribution would be \$4,400 annually. Peak One would be the administrator of the plans. Their cost would be \$1,020 annually. The longevity contribution would cost a total of \$1,485. The cost for the FSA/HSA contribution would be \$23,000 for a total cost of \$26,305 for fiscal year 2026.</p> <p>Discussion is held between the board and the Chief on possible other benefits to provide to the staff. This would become effective April 1<sup>st</sup>.</p> <p>Trustee Geddes would like to see the Recruitment and Retention Captain to research possible benefit packages.</p> <p><b>Motion: Trustee Geddes moves to approve the funding for the FSA/HSA plan not to exceed \$26,305 as presented by the Chief and directs staff to provide the board with regular updates on a benefits plan over the next year with a quarterly report.</b></p> <p>Trustee Zidack seconded the motion.</p> <p><b>Vote:</b> Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See Proposal and Supporting Documents – Attachments A, B, C, and D]</i></p>
<p><b>0:51:29</b></p>	<p><b>Agenda Item 5 – Discussion and Decision – Contract for Medical Director</b></p> <p>Chief Nickolay explains the contract provided by Dr. Birrer our medical director. Every transporting agency in the Gallatin valley has to pay for medical direction. The cost would be \$500/month for a total cost is \$6,000 year. Hyalite receives a reduction given we don't do as many ALS transports.</p>

	<p>Trustee Jarrett asks questions and makes comments.</p> <p><b>Motion: Trustee Jarrett moves to approve.</b></p> <p>Trustee Geddes seconded the motion.</p> <p><b>Vote:</b> Jarrett-Yes; Zidack-Yes; Beideman-Yes; Miller-Yes; Geddes-Yes. Unanimous approval.</p> <p><i>[See Contract for Medical Director and Exhibit A – Attachments E and F]</i></p>
<b>0:56:03</b>	<p><b>Agenda Item 6 – Discussion and Decision – Opening of Strategic Planning Service Responses</b></p> <p>We received one proposal from our RFP for strategic planning. This came from Firescope Mid-America, LLC. After reviewing the proposal, the board will meet to see if we want to approve, reject, or re-open the RFP.</p> <p>This will be added as a topic at the next board meeting.</p>
<b>1:01:46</b>	<p><b>Agenda Item 7- Discussion – Replacement of Rae Fire Station – Standing Agenda Item</b></p> <p>No current updates. The Chief has been meeting with HOAs in the district. He will be meeting with Lazy TH in June and at the Greenhill’s HOA.</p> <p>Discussion is held regarding the current housing situation and what we may be looking at in the future.</p>
<b>1:05:17</b>	<p><b>Agenda Item 8 – Fire Chief’s Report</b></p> <p>The Chief provides the yearly numbers for the board.</p> <p>We are continuing to work on our overnight command coverage shortages. We currently have people in the pipeline. He gives kudos to our chief officers, Dahlhauser, Prato and Malone for the extra work and coverage they are performing.</p> <p>Chris Leeper has been hired as the Recruitment and Retention Captain and started February 11<sup>th</sup>.</p> <p>We have responded to several fires in the valley.</p> <p><i>[See Fire Chief’s Report-Attachment G]</i></p>
<b>1:08:50</b>	<p><b>Trustees’ Activities</b></p> <ul style="list-style-type: none"> <li>Trustee Jarrett has been working with County EMS board of directors. They are trying to scope down what the special district areas. Work is being done with the operations committee. The questions that will be important to us will be the equity of the different entities. The service delivery model will be interesting to see how it develops.</li> </ul>

<b>1:12:39</b>	<b>Announcements</b> <ul style="list-style-type: none"><li>• Next Board Meeting – Tuesday, April 14, 2026</li></ul>
<b>1:13:52</b>	<b>Adjournment</b>

DRAFT



## Hyalite Fire Department

4541 S. 3<sup>rd</sup> Road

Bozeman, MT 59715

(406) 586 – 3770

### **Hyalite Fire District Health Savings Account and Flexible Spending Account Program Proposal**

#### **Purpose:**

The Hyalite Fire District continues to make every attempt to offer our paid staff competitive wages and benefits in an effort to recruit and retain high value employees. We currently offer the lowest benefit package of our comparable fire agencies in our area. Many comparable fire districts and municipal fire departments have adopted and assisted in funding FSA (flexible spending account) or HSA (health savings account) programs as part of competitive benefit packages. Our District currently provides health insurance coverage for employees and offers one health care plan for an employee funded health savings account option with a High Deductible Health Plan (HDHP). We do not currently contribute anything to our employee HSA or do we offer a FSA.

#### **FSA and HSA:**

##### 1. Flexible Spending Account (FSA)

- Employer-sponsored, tax-advantaged account.
- Currently not offered but can be added for our lower deductible health plan.
- Proposed employer to contribute funds.
- Employees can contribute pre-tax payroll deductions.
- Funds can be used for qualified medical, dental, and vision expenses.
- Reduces employees' taxable income.
- Use-it-or-lose-it structure (with limited carryover options under IRS rules). Any unused funds that were contributed by the employer would be returned at the end of the year.

##### 2. Health Savings Account (HSA)

- Currently available when paired with our High Deductible Health Plan (HDHP).
- Proposed employer to contribute funds.
- Employees can contribute pre-tax payroll deductions.
- Funds can be used for qualified medical, dental, and vision expenses.
- Reduces employees' taxable income.
- Funds grow tax-free and roll over year to year.

- Portable—employees retain ownership even if they leave employment.
- Funds can serve as both short-term expense coverage and long-term healthcare savings.

**Proposal:**

I am proposing that the Hyalite Rural Fire District implement a policy to contribute \$3,400 annually to each full-time employee's Health Savings Account (HSA) or Flexible Spending Account (FSA). Seasonal temporary employees would not qualify. In addition I ask that the fire district would contribute an additional \$45.00 per year of service to the Hyalite Rural Fire District.

- Distribute the contribution as a single annual deposit at the beginning of the plan year
- Provide eligibility to employees enrolled in the district's health insurance plan and participating in either an HSA-eligible high-deductible health plan or an FSA plan. This will require the fire district to utilize a firm to manage FSA and HSA accounts. We have received a quote from Peak One Administrations as a referral from our insurance provider.

**Benefits to Employees**

1. **Reduced Out-of-Pocket Costs**  
Employer contributions help cover deductibles, copays, prescriptions, and other qualified medical expenses.
2. **Financial Security**  
Employees are better able to manage unexpected medical costs without financial strain.
3. **Tax Advantages**  
HSA and FSA contributions are tax-advantaged, allowing employees to use pre-tax funds for qualified medical expenses.
4. **Long-Term Health Savings (HSA)**  
HSA funds roll over each year and can accumulate over time, helping employees prepare for future medical expenses or retirement healthcare costs.

**Benefits to the District**

1. **Improved Recruitment and Retention**  
Competitive benefits will attract and retain high value employees.
2. **Cost Predictability**  
A fixed annual contribution per employee allows the district to budget healthcare support costs more effectively.
3. **Workforce Morale**  
Demonstrating investment in employee health promotes morale and organizational loyalty.

**Cost:**

The following cost breakdown is a representation for what the cost would be to the fire district.

- Peak One Administration annual fee of \$300.00 plus a minimum of \$60.00 monthly fee = \$1,020.00
- Per employee: \$3,400 annually = Seven fulltime employees \$23,800.00
- Longevity contribution:
  - Fire Chief - 17 years of service x \$45.00 per year = \$765.00
  - Assistant Fire Chief - 5 years of service x \$45.00 per year = \$225.00
  - Division Chief of Maintenance - 5 years of service x \$45.00 per year = \$225.00
  - Division Chief of Training - 5 years of service x \$45.00 per year = \$225.00
  - Training Captain - 1 year of service = \$45.00
  - Recruitment and Retention Captain - less than 1 year of service = \$0.00
  - Shift Captain - less than 1 year of service = \$0.00
  - Total for longevity contribution = \$1,485.00

Total annual cost = \$26,305.00

These contributions represent a direct investment in employee health and operational readiness.

### **Implementation Considerations**

If adopted, the district would need to:

- Coordinate with the district's health insurance provider.
- Enter into an agreement with a provider to manage our FSA and HSA accounts.

### **Conclusion**

Providing contributions to each employee's HSA or FSA would be a meaningful and practical investment in the workforce of the Hyalite Rural Fire District. This benefit would help employees manage healthcare costs, encourage preventative care, and strengthen the district's ability to recruit and retain skilled personnel.

Adopting this policy would demonstrate the district's commitment to supporting the health, stability, and long-term well-being of the individuals who serve and protect the Hyalite Rural Fire District.



# Helping Employers Choose Between an FSA and HSA

## Reducing the cost of employee benefits

The cost of employee health benefits is rising at an exponential rate. As an employer, you may be searching for ways to control costs – including exploring alternative benefit models or shifting more of the cost burden to your employees in the form of higher deductibles, more limited premium cost-sharing, or reduced coverage. However, cost reduction efforts must be balanced with the need to maintain employee satisfaction, attract and retain talent. Tax-advantaged benefit accounts represent a compelling way to help offset the increase in your employees’ out-of-pocket healthcare responsibilities. Flexible spending accounts (FSAs) and health savings accounts (HSAs) will not only empower your employees to save for the cost of care and better manage their healthcare spending – every dollar that an employee contributes will reduce your payroll tax liability.

## Differences between an FSA and an HSA

### What is an FSA?

An FSA can be paired with any health plan and is set up and controlled by the employer. The account can be funded by pre-tax payroll deferral in an amount elected during open enrollment. Participants can then use that money to pay for qualified healthcare expenses throughout the year. FSAs truly are a “spending” account, in that participants are expected to spend the funds by the end of the plan year, though certain plans may have features that allow for added flexibility. Expenses must be an IRS-qualified medical expense to be eligible for payment with the FSA’s tax-free dollars.

### What is an HSA?

Unlike an FSA, an HSA requires that the insured be covered under a high-deductible health plan (HDHP). It also differs from an FSA because the account is owned by the participant. While most HSA participants enjoy the convenience of account contributions being deducted pre-tax from their paychecks, HSAs may also be funded by their employer or family member (or by the employee on a post-tax basis). The account owner can spend the funds on current eligible expenses or save them for future expenses. Because the account is owned by the individual, the participant is solely responsible for the substantiation of expenses and is not required to send receipts to their employer or administrator.

Criteria	FSA	HSA
<b>OVERVIEW</b>		
<b>General Purpose</b>	Funding predictable healthcare expenses in the current year with pre-tax dollars	Funding a lifetime of healthcare expenses with pre-tax dollars
<b>Account Owner</b>	<b>Employer</b> - Because the account belongs to you, an employee’s participation in the plan ends when employment is terminated	<b>Employee</b> - Because the account belongs to the employee, they maintain ownership after they leave your company
<b>Health Plan Pairings</b>	Can be paired with any health plan	Must be paired with a qualified HDHP: • Deductible not less than \$1,700 for single or \$3,400 for family • Annual out-of-pocket expenses do not exceed \$8,500 for single or \$17,000 for family
<b>Distribution of Funds</b>	<b>Eligible Medical Expenses Only</b> - Funds may be used to pay for 213(d) eligible expenses only; cannot access for non-medical reasons	<b>Eligible Medical Expenses with Exceptions</b> Funds are to be used to pay for 213(d) eligible expenses, but may be withdrawn for non-medical expenses with a 10% penalty
<b>Timing of Usage</b>	<b>FSA with Rollover</b> - Up to \$680 of remaining balance may be rolled over to be used in the following plan year <b>FSA with Grace Period</b> - Account balance must be used by the end of the grace period for that plan year; unused balance is forfeited	<b>Funds Are Never Forfeited</b> - Reimbursement can be made for any eligible expense incurred from the HSA established date to the current date; funds do not expire, making an HSA an excellent savings vehicle

Criteria	FSA	HSA
<b>Earnings Investments</b>	No earnings paid	Some HSA offerings provide integrated investment options and/or interest benefits
<b>Tax Savings</b>	<p><b>Tax-deductible</b> - Employer contributions are tax-deductible</p> <p><b>Tax-free</b> - Employee contributions made via payroll deduction are taken out prior to income tax assessment</p>	<p><b>Tax-deductible</b> - Employer contributions and contributions made by employees above the line (i.e. from their bank account) are tax-deductible</p> <p><b>Tax-free</b> - Employee contributions made via payroll deduction are taken out on a pre-tax basis</p>
<b>CONTRIBUTIONS</b>		
<b>Source of Contributions</b>	Employer: optional Payroll deferral: optional From employee bank account: not allowed	Employer: optional Payroll deferral: optional From employee bank account: optional
<b>Contributions</b>	Annual election amount is determined by the participant during open enrollment and deducted evenly per pay period; Changes may only be made due to a qualified life event (marriage, birth, etc.)	Annual election amount is determined by the participant during open enrollment and deducted evenly per pay period; Employees can adjust contributions throughout the year up to IRS limit; Employers may also contribute
<b>Contribution Limit</b>	IRS limit of \$3,300	IRS limit of Single: \$4,400 / Family: \$8,750
<b>REIMBURSEMENTS</b>		
<b>Direct Access to Funds</b>	Pay providers directly via debit card	Pay providers directly via debit card, check or on the providers website via ACH
<b>Claims for Reimbursements</b>	Submit a claim for reimbursement with receipts online, by fax, or using the mobile app	There are no claims. Employees pay for eligible expenses directly from the account.
<b>Substantiation Requirement</b>	Receipts and Explanation of Benefits (EOBs) should be kept for all purchases; Your plan administrator may require them for reimbursement	There is no requirement for substantiation. The participant is solely responsible for proper use of funds. Documentation should be kept in case of IRS audit.
<b>Cash Withdrawal</b>	Not permitted	Cash withdrawals are allowed. The cash must be used on an eligible expense or be subject to a 10% penalty; After age 65, cash withdrawals can be made for non-eligible expenses penalty-free but subject to income taxes

### Primary benefit of both plans

Both plans provide advantages for both the employee and the employer:

- Tax-free treatment of healthcare expenses
- Contributions that are payroll-deferred are not reported as income to the employee, resulting in payroll tax savings for the employer and income tax savings for the employee.
  - Employers can save approximately 7.65%\* in reduced payroll taxes on total contributions.
  - Employees making contributions will save between 15-40% by avoiding federal and state income taxes as well as the employee half of payroll taxes.

\*These figures are based on the employer half of FICA and FUTA. The information detailed is for illustrative purposes only and should not substitute for legal or tax advice.



### Which plan to choose

#### FSA

FSAs do not require participation in a HDHP, so they are most frequently offered in conjunction with traditional health plans. Traditional health plans limit out-of-pocket expenses for participants making it easier for an employee to estimate annual medical expenses by calculating projected copays, deductible amounts, co-insurance, etc. Although the addition in late 2013 of the rollover feature minimizes forfeited funds, employers may still find incentive in their ability to retain these funds.

#### HSA

Employers who are seeking to minimize the cost of providing health benefits by offering a HDHP will generally offer an HSA. Since compliance requires less paperwork, they can often save on administrative costs. HSAs offer employees a broader value proposition: the ability to pay for current or future expenses without fear of forfeiting dollars, triple tax advantage, investment growth potential, and the option to pay for non-medical expenditures if necessary.

Contact Peak One at [sales@peakoneadmin.com](mailto:sales@peakoneadmin.com) for a quote!



# PEAKONE

administration



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## **A PROPOSAL PREPARED** for

## **Hyalite Rural Fire District**

### **CREATED BY**

Amy Markham

Implementation Specialist

[ammarkham@peakoneadmin.com](mailto:ammarkham@peakoneadmin.com)

208-758-0326



# PEAKONE

administration

## THE SUMMIT OF INNOVATION

Peak One Administration services meet at the apex of convenience and value. We recognize that your company has a choice for employee benefits administration. We will work to earn your trust by continually operating around the three pillars of customer satisfaction: integrity, accuracy, and innovation.

**PEAKONEADMIN.COM**

3903 E Primrose Lane, Suite 102

Post Falls, Idaho 83854

866.449.9777

sales@peakoneadmin.com

### WHERE WE HAVE BEEN

Since our inception, we have delivered top value and convenience by reducing costs and simplifying the business of health care. We have not settled for state of the art—we have innovated technology. Our clients trust us because we have enabled them to offer a wide range of consumer-centric benefits to their employees. Headquartered in Coeur d'Alene, Idaho, Peak1 Administration is a third-party administrator (TPA) that has quickly become a top choice.

### WHERE WE ARE GOING

Our mission is simple: We provide the innovative tools necessary to help you reach your own mountain top. We want to be the primary distribution point for all your ancillary and account-based products.

### REACH THE SUMMIT WITH US

Peak One Administration delivers accurate, high-quality products at a price that helps you breathe easy when evaluating your return on investment. Let us guide you to the apex!

### THE PEAK ONE DIFFERENCE

At Peak One we pride ourselves on listening to our customers. In today's world that sounds like a cliché, but hard work coupled with exceptional customer service is the standard of our organization and we work hard every day to achieve that standard. Any administrator can provide services, but what sets Peak One apart from the others is:

- A designated Account Manager for each client
- Our call center answered by live representatives in our offices
- Strategic partnerships with the top insurance agencies and carriers in the region
- The ability to connect with our clients through advanced technology (Mobile app solution, client, and employee portal with access to real-time transactions, advanced debit card functionality, custom reporting tools and more)

# ABOUT PEAK ONE FLEXIBLE SPENDING ACCOUNT ADMINISTRATION

Peak One Administration recognizes the challenges inherent in selecting a service and technology partner. Differences between competitors' products can be difficult to assess or impossible to objectively measure. The primary difference our clients notice with Peak One is our consultative approach and our future-focused vision.

We take the time to:

- Understand your company's objectives
- Understand the value of those objectives in the context of your specific business
- Determine your company's success criteria
- Offer services that meet your objective and
- Establish metric performance goals based on your criteria

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## FLEXIBLE SPENDING ACCOUNT (FSA)

As more and more of your employees' household budgets are allocated to healthcare expenses, you can offer them a way to save money and offset increasing health and dependent care costs. With a Peak One Flexible Spending Account (FSA), your employees gain more spending money per paycheck while you reduce your company's payroll tax liability.

### PEAK ONE FSA FEATURES:

- Enjoy tax savings with pre-tax deductible contributions and tax-free distributions used for qualified plan expenses including daycare and adoption assistance.
- Quickly and easily access funds using the Peak One debit card at point of sale, or request to have funds directly deposited to a bank account via online or mobile app
- Enjoy secure access to accounts using a convenient Consumer Portal available 24/7/365 and mobile access for employees "on the go"
- Easily file claims online and let the system determine approval based on eligibility and availability of funds
- Stay up to date on balances and action required with automated email and text alerts and convenient portal and mobile home page messages
- Roll over up to \$660 of unused funds into the next plan year (if you elect this option)
- Get one-click answers to benefit questions
- Dependent care/adoption assistance

**PEAKONEADMIN.COM**

# ABOUT PEAK ONE HEALTH SAVINGS ACCOUNT ADMINISTRATION

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- Offer services that meet your objective and.
- Establish metric performance goals based on your criteria.

## HEALTH SAVINGS ACCOUNT (HSA)

An HSA is a tax-advantaged savings account that is used in combination with a High Deductible Health Plan (HDHP) and gives your employees a new way to manage healthcare costs. They can use the HSA funds to cover qualified medical expenses - from co-payments at the doctor's office to pharmacy bills, dental care, vision care, and more. An HSA allows both employer and employee contributions up the annual maximum set by the IRS.

Peak One HSA Features:

- Add depth and flexibility to your employee health benefits and retirement plans with secure, FDIC-insured financial accounts.
- Reduce FICA and FUTA payroll taxes.
- Save money on health insurance premiums by offering HSAs along with high deductible health plans.
- Provide web-based, fully integrated portals with 24/7/365 access to account information.
- Promote healthier lifestyle choices through increased employee involvement and use of 100% covered preventative care.
- Employees can view account details, request distributions, update addresses, view statements, change beneficiaries, or allocate funds into an array of mutual funds using convenient online portals.
- Stay up to date on balances and action required with automated email and text message alerts and convenient portal home page messages.
- Quickly and easily access funds with the Peak One debit cards or with funds directly deposited to a bank account.

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# YOU'VE CHOSEN PEAK ONE... WHAT'S NEXT?

Your Peak One implementation specialist will guide our three-stage process to get you up and running as quickly and easily as possible. Phone, email, and WebEx are used extensively throughout implementation process to maintain effective communication and momentum.

## Stage 1:

Introduction & Overview

# 1

## Stage 2:

Account Setup

# 2

## Stage 2:

Plan Management  
& On-Going  
Service

# 3

## STAGE 1 INTRODUCTION AND OVERVIEW

Your implementation coordinator meets by phone with everyone who will have any role with the software, including operations and IT personnel, to make introductions and create the implementation project plan.

## STAGE 2 INTEGRATION AND ACCOUNT SETUP

In this stage, your staff is trained on the details of system operation and the specific steps involved in completing various tasks. Your implementation coordinator will assist you in setting up your first groups, developing your migration plan, and learning and verifying the migration process.

## STAGE 3 PLAN MANAGEMENT AND ON-GOING SERVICE

Once integration and account setup have been completed, your account specialist will request eligibility data. Eligibility data can be sent using an export form on your HRIS or payroll system. Once the data is imported and verified by Peak One, debit cards are ordered and the plan is ready for claims processing. Enrollment confirmations are sent to each participant with instructions on how to access the Peak One portal.



Cafeteria Test	HRA	FSA Test
\$150.00 per test	\$150.00 per test	\$150.00 per test
Tests key employee concentration test, the more than 5% owner's concentration test, the 55% average benefits test.	Tests eligibility, classification and benefits of the HRA plan.	Tests Health FSA and Dependent Care plans
<p><b>Cafeteria Plans (Section 125) Nondiscrimination Tests</b></p> <ul style="list-style-type: none"> <li>• Cafeteria Plan (Section 125) 25% Key Employee Concentration Test</li> <li>• Cafeteria Plan Eligibility Test</li> <li>• Cafeteria Plan Safe Harbor Percentage Test (<i>Eligibility Test</i>)</li> <li>• Cafeteria Plan Contributions and Benefits Test - Availability &amp; Utilization</li> </ul>		
<p><b>Dependent Care (Section 129) Nondiscrimination Tests</b></p> <ul style="list-style-type: none"> <li>• Dependent Care More-Than-5% Owners Concentration Test</li> <li>• Dependent Care 55% Average Benefits Test</li> <li>• Dependent Care Eligibility</li> <li>• Dependent Care Safe Harbor Percentage Test (<i>Eligibility Test</i>)</li> <li>• Dependent Care Contributions and Benefits</li> </ul>		
<p><b>HRA (Section 105(h)) Nondiscrimination Tests</b></p> <ul style="list-style-type: none"> <li>• HRA Eligibility Test - 3 Sub-Tests</li> <li>• Nondiscriminatory Classification Test</li> <li>• 70% Test</li> <li>• 70%/80% Test</li> </ul> <p>Self-Insured Benefits Test</p>		



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# PEAK ONE PROJECT PRICING

## **FSA, DCA ,LIMITED PURPOSE FSA and HSA**

First year setup - \$0.00

Annual administration - \$300.00

Monthly per FSA participant - \$4.19

Monthly per HSA participant - \$3.09

One-time debit card fee per participant \$0.00

**\*\$60 monthly minimum may apply (Total of all account-based products)**

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## HYALITE FIRE DISTRICT FLEXIBLE SPENDING ACCOUNT & HEALTH SAVINGS ACCOUNT CONTRIBUTION POLICY

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### **Purpose:**

The purpose of this policy is to establish a process whereby the Hyalite Rural Fire District (HRFD) offers and contributes to full-time employees a Flexible Spending Account (FSA) or Health Savings Account (HSA).

### **Scope:**

All full-time staff of the Hyalite Fire District. Seasonal temporary employees are not eligible.

### **Procedure:**

The Hyalite Rural Fire District will offer as part of a full-time employees benefit package a:

1. Flexible Spending Account associated with the lower deductible health plan

Or

2. Health Savings Account associated with the high deductible health plan

The HRFD will contribute a single annual deposit of \$3,400.00 per employee into their FSA or HSA accounts. This deposit will be done at the time of health insurance plans renewal.

In addition, the HRFD will contribute a pro-rated longevity amount of \$45.00 per year of service to the Hyalite Rural Fire District per eligible employee.

As part of this policy the HRFD will contract with an account manager to oversee employees' FSA or HSA accounts.

## MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT is made and entered into by and between Hyalite Rural Fire District (“HRFD”), and Bret Birrer, MD dba BMB Emergency Medicine, LLC, (the “Medical Director”) effective as of March 1, 2026 (the “Effective Date”).

WHEREAS, the Medical Director is duly qualified and licensed to practice medicine in the State of Montana;

WHEREAS, the Medical Director has completed a Montana Board of Medical Examiners (“Board”) training program or has provided proof to the Board of a Board-approved exemption from the training;

WHEREAS, the Medical Director acknowledges expertise in the field of emergency medical services and emergency medical services oversight;

WHEREAS, Medical Director has a valid registration with the DEA, and is eligible to participate in federal health care payer programs;

WHEREAS, HRFD provides emergency medical services and other related services and desires to obtain the services of a Medical Director; and

WHEREAS, the Medical Director is willing to provide such services to HRFD.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Medical Director Services.** The Medical Director shall provide the services to HRFD that are outlined in Exhibit “A” attached hereto and by this reference made a part hereof.
2. **Time Commitment.** The Medical Director shall be expected to provide approximately 2-3 hours per month to the above duties.
3. **Compensation.** As payment for the services rendered by Medical Director, HRFD shall pay to the Medical Director the amount of \$500 per calendar month, payable to Medical Director within ten (10) days after the end of the calendar month in which the services were rendered.
4. **Term.** The term of this Agreement shall commence on the Effective Date and shall be for one (1) year. This Agreement shall automatically renew for subsequent one-year periods thereafter, subject to the termination rights herein. The initial term and all renewal periods shall be cumulatively referred to as the “Term”.

5. **Termination.** This Agreement may be terminated prior to the expiration of its Term as follows:
- a. Immediately upon written notice from HRFD upon the suspension, revocation, or restriction of Medical Director's license to practice medicine or dispense medications, or exclusion from any federal or state payor program;
  - b. Immediately upon written notice from HRFD if it determines in its reasonable discretion that continued provision of services by the Medical Director will jeopardize health or safety; or
  - c. Without cause by either party by providing written notice to the other party of intent to terminate. Such termination shall become effective and this Agreement shall be terminated in its entirety on the 30th calendar day following receipt of the written notice of termination as herein described.

6. **Relationship.** In the performance of services under this Agreement, Medical Director and HRFD shall at all times be acting and performing as independent contractors.

Nothing contained herein shall be deemed or construed to create any agency, partnership, joint venture, or employer- employee relationship between Medical Director and HRFD. HRFD shall not have direct supervision over the manner in which Medical Director performs his services pursuant to this Agreement. HRFD shall not be responsible for the payment of any applicable taxes or withholdings related to Medical Director's services, and shall provide no benefits to Medical Director whatsoever.

Medical Director will at HRFD's request provide HRFD with an Independent Contractor Certificate or proof that Medical Director has worker's compensation insurance as required by Montana law or for some other reason (e.g. an exception or exemption) is not required to obtain such a Certificate.

7. **Right to Engage in Other Activities; Non-exclusivity.** Nothing contained herein shall be deemed to restrict or prevent Medical Director from providing medical services, engaging in consultation services, or in any other business at such times, places, and in such manner as Medical Director shall determine in his discretion, during the Term of this Agreement and thereafter so long as Medical Director is able to carry out the provisions of this Agreement. Nothing herein shall be deemed to create an exclusive arrangement with Medical Director, and this Agreement will not restrict HRFD from acquiring similar services from other providers.
8. **Licensing, Certification, and Qualifications.** During the Term of the Agreement, Medical Director shall maintain current licenses and all applicable certifications to

practice medicine in the State of Montana. Medical Director further agrees to maintain a DEA number, prescriptive authority, and status as a qualified provider with such third party payers as necessary for HRFD to receive payment for services. The costs associated with professional memberships and state medical licensing shall be the sole and exclusive responsibility of the Medical Director.

9. **Standard of Care.** Medical Director shall render services that are (1) in compliance with the accepted medical standard of care in the community and profession, (2) consistent with the protocols approved by the Montana department of public health and human services in licensing the emergency medical service, and (3) consistent with the level of licensure of the emergency medical services personnel supervised by the Medical Director.
10. **Compliance with Laws.** The parties will comply in all material respects with all applicable federal and state laws and regulations including, the federal Anti-kickback statute.
11. **Maintenance of Records.** As applicable, each party will retain books and records respecting services rendered to patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services (“HHS”) and the records required for licensure as a medical director by the Board) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General, and others to the extent required by law. Each of the parties shall have the right to obtain copies of relevant portions of patient records maintained by the other party to the extent necessary to defend against legal actions taken against such party or employees involved in the care of a patient.
12. **Professional Liability Insurance.** Medical Director represents that he has professional liability insurance and will maintain professional liability insurance in amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate annually during the Term. The Medical Director will provide evidence of coverage upon request by HRFD.
13. **HIPAA.** Each party shall comply with the privacy and security provisions of the *HIPAA and the HITECH ACT* and the regulations thereunder (“HIPAA”), and with such other requirements of HIPAA that may become effective during the Term. Each party acknowledges and agrees that it is considered a covered entity under HIPAA. Accordingly, both parties are permitted to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the patient as long as both parties have a direct relationship with the patient. All patient medical records shall be treated as confidential so as to comply with all state and federal laws.
14. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed give/received as indicated: (a) by personal

delivery, when delivered personally; (b) by overnight courier, upon written verification of delivery; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Medical Director:

Bret Birrer, MD  
dba BMB Emergency Medicine, LLC  
4554 Equestrian Lane  
Bozeman, MT 59718

If to HRFD:

Brian Nickolay  
Fire Chief, Hyalite Rural Fire District  
4541 S 3<sup>rd</sup> Rd  
Bozeman, MT 59715

15. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation, and third party reimbursement agreements.
16. **Miscellaneous.** This Agreement (including the Exhibit hereto): a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) may be executed in several counterparts each of which shall constitute an original and all of which when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement as of the Effective Date.

By: \_\_\_\_\_  
Name: Brian Nickolay  
Title: Fire Chief

By: \_\_\_\_\_  
Name: Bret Birrer, MD FAAEM FACEP  
Title: Medical Director

**EXHIBIT “A”  
MEDICAL DIRECTOR SERVICES**

- a. Supervise clinical services delivered by HRFD’s emergency medical services personnel;
- b. Review quality improvement reports, provided by HRFD and identify deficiencies in patient care and make recommendations for improvement;
- c. Review and respond to problem cases or transports within twenty-four (24) hours of being notified;
- c. Make or direct the making of such reports and records relating to patient care as may be required by HRFD and/or regulatory bodies, whether public or private;
- d. Direct, coordinate, and/or participate in remedial education of emergency medical services personnel in accordance with HRFD’s policies;
- e. Instruct and inform governmental boards or agencies with jurisdiction to summarily limit, suspend, or withdraw clinical privileges of emergency medical service personnel;
- f. Advise and assist in the organization and implementation of an effective utilization review- program for HRFD and perform utilization review services;
- g. Assist in the design and development of protocols, patient information forms, medical record forms, and consent forms for use in the field or for HRFD’s purposes;
- h. Undertake activities, as reasonably requested by HRFD, including but not limited to, professional contacts with physicians, hospitals, public health agencies, paramedic associations, nursing associations, governmental agencies, and state and local medical societies in order to apprise such individuals and groups of the nature and availability of facilities and services of HRFD and facilitate the exchange of information on patient care, administration, medical policy, and utilization review;
- i. Use best effort to elevate the standing of HRFD in the fields of emergency medicine and emergency medical services;

- j. Give technical advice and assistance as may be requested to facilitate the installation of equipment, expansion of HRFD's services as well as general strategic planning;
- k. Authorize, supervise, and approve the purchase of necessary medications for pre-hospital use by HRFD in accordance with the full scope of practice. Medical Director acknowledges and agrees that narcotics and controlled medications are specifically included within the definition of medications covered by this Agreement and Medical Director will be responsible for approving all local implementation plans for the ordering, distribution, and handling of controlled substances (to include oversight and sign-off on all controlled substance records and logs in a timely manner);
- l. Perform any other functions associated with the role of a medical director as may be appropriate and reasonably requested by HRFD.



## Hyalite Rural Fire District

### Fire Chief's Report

March 2026

Prepared by: Fire Chief, Brian Nickolay

1. The Hyalite Fire District responded to a total of 63 incidents in January 2026.
  - Total calls January 2025 - 56
  - Total calls January 2024 - 67
  - Total calls January 2023 - 57
  - Total calls January 2022 - 60
  - Total calls January 2021 - 58
  
2. The Hyalite Fire District responded to a total of 41 incidents in February 2026. Our total call volume for 2026 as of March 1st is 104
  - Total Calls February 2025 - 51
  - Total Calls February 2024 - 37
  - Total Calls February 2023 - 46
  - Total Calls February 2022 - 42
  - Total Calls February 2021 - 64
  
3. Our current roster is at 46 members (effective 3/1/2026).
  - 1 Career Fire Chief
  - 1 Career Assistant Fire Chief
  - 2 Division Chiefs
  - 3 Career Captains
  - 0 Volunteer Captains
  - 1 Volunteer Reserve Captains
  - 8 Volunteer Lieutenants
  - 7 Volunteer Firefighters
  - 7 Volunteers Apprentice Firefighters
  - 1 Volunteer Reserve Firefighters
  - 9 Volunteer Recruit Firefighters
  - 6 Volunteer Recruit EMTs
  
4. We are continuing to work on our overnight command coverage shortages.
  - We currently have zero (0) of our needed five (5) volunteer captains.
    - i. Chris Leeper has been hired as our Recruitment and Retention Captain.
    - ii. Nick Blommel has left for a six month sailing trip. We do expect to get him back in the fall.

- iii. Sophie Smith relocated to Idaho at the end of January.
  - We have one (1) of our new captains working on shadowing command shifts currently.
    - i. Alexi Ness is currently being shadowed for command.
  - We have begun the training process with five (5) new captains.
    - i. Jack Vincent, Ruby Wienberg, Jake Krieger, Evan Janes, and Anna French have started the training process.
  - We know Alexi Ness is going to do her required ride time as a paramedic student outside of Bozeman in the near future.
  - Our Training Captain and Recruitment and Retention Captain continue to work the modified schedule and cover a night of command each per week.
  - We still will be short on our needed amount of captains to cover our overnight command shifts. This will require Myself, Assistant Chief Dahlhauser, Division Chief Malone and Division Chief Prato to work extra to provide coverage at night where we lack availability.
- .
5. We currently have six (6) resident firefighters living at the Sourdough Fire Station.
    - Current Sourdough Residents -
      - Kade O'Brian, Evan Jones, Ruby Weinburg, Zach Fredach, Zane Nordwick, and Garrett O'Tool.
      - Sourdough resident firefighters continue to fill weekend shifts Friday 7pm – Monday 7am.
  6. We currently have two (2) resident firefighters living at the Cottonwood Fire Station.
    - Current Cottonwood Residents –
      - Jack Vincent and Paige Maunu
    - Cottonwood resident firefighters continue to fill weekday night shifts Monday – Thursday 7pm – 7am.
  7. We currently have three (3) residents at the Rae house.
    - Current Rae Residents -
      - Kate Brownell, Tyler Palmer, and Colton Rue.
  8. Non-resident volunteer firefighters continue to cover six hour shifts at the Sourdough Fire Station on Monday - Friday 7am – 7pm. With our current level of staffing we are able to cover 8 of our 10 day shifts with at least 2 volunteers.
  9. We continue our regular multi company fire and EMS training every Wednesday night and command training twice a month. Our training through the month of February has focused on fighting basement fires.
  10. Our new apprentice firefighters are attending their basic wildland fire training. Six attended a basic wildland fire class at Amsterdam Fire in February. The remaining fourteen will be attending a class at our Sourdough Fire Station at the end of March. Our

training division has been helping with the teaching of these classes. The Classes are put on by Gallatin County Emergency Management.

11. Chris Leeper has been hired as our new Recruitment and Retention Captain. Chris's first day as a paid member of the fire district was February 11th.
12. We responded to a chimney fire on January 16th on Rainbow Road. The fire was held within the chimney of the home and damage was minimal.
13. We assisted the Fort Ellis Fire Service Area with a wildland fire on February 7th. We provided 1 brush truck, 1 water tender and 1 command vehicle.
14. We assisted the Fort Ellis Fire Service Area with a residential structure fire on February 8th. We provided 2 structure engines, 1 water tender, and 1 command vehicle.
15. We responded to a wildland fire on March 1st on Nash Road. The fire was stopped at 1 acre burnt.
16. We assisted Gallatin County Emergency Management with a structure fire on March 3rd in an area of unprotected land. Our response was to keep the fire from spreading to a wildland fire. We provided 1 water tender and 1 command vehicle.
17. We assisted the Central Valley Fire District with an agricultural building fire on March 3rd. This happened at the same time as the fire in the unprotected area. We provided 2 command vehicles, and 1 structure engine.
18. We responded to a structure fire on March 7th on Valley View Way. The fire had burned through the floor of a residential home. The fire had burned through a water line which ended up suppressing the fire before our arrival. No aid was requested or used for this event.
19. The fire district continues to be involved with the EMS Steering Group in Gallatin County. I am still one of the steering committee members.
20. I am still on the Board of Directors with Montana State Fire Chiefs Association as a combination section director.
21. I am still on the Montana State Fire Chiefs Wildland Fire Committee.
22. I am still on the operational committee for the Northern Rockies Coordination Group.
23. I continue to sit on the board of the Gallatin County Fire Council as Vice President. I also continue to chair the Gallatin County Fire Council communications committee.
24. Assistant Chief Dahlhauser continues to chair the training and SOP committees with the Gallatin County Fire Council.
25. I am still a Gallatin County Deputy Fire Warden.

26. We had no firefighter injuries in the months of January and February.
27. Engine 6-3 was out of service from 2/25 - 3/4 with a turbo issue on the chassis motor.  
This has been repaired and was covered under the truck's warranty.