

TRINITAS REGIONAL MEDICAL CENTER
DEPARTMENT OF BEHAVIORAL HEALTH & PSYCHIATRY

AGREEMENT BETWEEN TRINITAS REGIONAL MEDICAL CENTER (TRMC)
AND
UNION COUNTY EDUCATIONAL SERVICES COMMISSION

2025 - 2026

I. Purpose

The purpose of these guidelines is to define the responsibilities of the staff of Trinitas Regional Medical Center (“TRMC”) and the Union County Educational Services Commission (“UCESC”) as related to Lamberts Mill Academy, the Child/Adolescent Inpatient Psychiatric Services, Child Partial Hospitalization program, New Point Specialty Residential program and New Day Residential program.

II. Introduction

A. Lamberts Mill Academy (LMA)

The Lamberts Mill Academy (LMA) located in Westfield, NJ offers intensive milieu programs to meet the psycho-educational needs of adolescents who have been classified as special needs and who require special programming to complete middle school and high school education. The Union County Educational Services Commission staff provides the educational program as required by the Department of Education of New Jersey as it relates to children/adolescents classified as emotionally disturbed. The Trinitas Regional Medical Center staff provides the adjunctive therapeutic program at the Lamberts Mill Academy (LMA) supporting the commission’s goal to assist students to graduate.

B. Trinitas Regional Medical Center (TRMC) Child/Adolescent In-patient Psychiatric Unit

The inpatient child/adolescent psychiatric programs provide a highly structured, 24-hour supervised level of care to children/adolescents 4-17 years of age, who reside in the Department of Children and Families (DCF) Central region. Priority for admissions is given to Union and Essex County residents. Length of stay ranges from short term to an intermediate level. Children and adolescents are admitted to the units when the individual’s personal and/or social functioning is impaired to an extent that voluntary/involuntary inpatient psychiatric intervention is necessary.

C. Trinitas Regional Medical Center (TRMC) Partial Hospital Psychiatric Services

The Partial Hospital program is a day treatment model whereby the children/adolescents attend therapeutic programming from 8:30am – 3:30pm Monday through Friday.

D. Trinitas Regional Medical Center (TRMC) New Point Residential Treatment Center and New Day Residential program

The New Point Residential Treatment Center and New Day Residential program provide 24-hour supervised care for youth with severe behavioral and emotional disturbances. The programs are an intensive residential level of care licensed by the Department of Children and Families and authorized through the children's System of Care (CSOC). Treatment is offered through group, individual and milieu therapies with a particular emphasis within a trauma-informed framework. The education program is an integral part of this level of care and includes a community-focused approach.

E. The Union County Educational Services Commission

The Commission provides the educational program as required by the Department of Education of New Jersey as it relates to children/adolescents for school districts who provide authorization.

The education program may be provided on-site at Lamberts Mill Academy, in the TRMC child/adolescent inpatient unit, the partial hospital unit or the residential treatment programs.

III. Responsibilities

A. Lamberts Mill Academy

1. TRMC staff based at Lamberts Mill Academy will:
 - a. Report directly to the Program Director who will report to the LMA Principal for program operations.
 - b. Provide scheduled individual therapy sessions generally limited to removal from class no more than once per week except for the psychiatrists, when needed.
 - c. Provide psychiatric consultation/evaluation and medication monitoring for those students identified by the principal and/or the program director.
 - d. Support program standards which will govern the unscheduled pulling out of students from the classroom for an expressed clinical crisis.
 - e. Hours for TRMC staff will be from 8:00 am- 4:00 pm
 - f. Work throughout the school year when school is in session.
 - g. Provide group-oriented therapy based on the clinical needs of the students and scheduled in collaboration with the principal.

- h. Assist in the development and implementation of a family-oriented program.
- i. Supervise "free time" activities, as per the school schedule.
- j. Field trips are approved by the NPRTC and New Day program directors and are part of the residential process.
- k. Provide hall-monitoring support, as scheduled.
- l. Support crisis intervention as necessary.
- m. Monitor and manage medication needs for all relevant students.
- n. Attend staff meetings.
- o. Participate in the development of policies and procedures, which relate to the clinical/educational program.
- p. Document timely clinical notes on relevant records.
- q. Maintain confidentiality.
- r. Coordinate the admission of students meeting inpatient criteria with the Psychiatric Emergency Services.
- s. TRMC will make a good faith effort to send an aide from both the New Point and New Day programs to accompany students attending Lambert Mill Academy.
- t. Senior Director of Behavioral Health & Psychiatry and the Lamberts Mill Academy High School Program Director will participate in operational review meetings with the Principal and Superintendent; when necessary.
- u. Will provide to Superintendent of Union County Educational Services, a copy of the license of any clinician at the time of hire.

B. Union County Educational Services Commission staff will:

- a. Provide the necessary educational program as required by the Department of Education of New Jersey related to classified students:
 - Coordinate with sending school districts and TRMC staff to set up educational programming
- b. Reimburse Trinitas Regional Medical Center for clinical services.

- c. Provide food service for LMA students, educational and clinical staff desiring to purchase lunch.
- d. Provide housekeeping and maintenance services for the upkeep of the facility, incurring costs for routine repairs and provision of equipment to maintain proper heat and ventilation.
- e. Provide referrals to TRMC where appropriate.
- f. Participate in team meetings.
- g. Provide supervision of teachers and paraprofessionals
- h. Provide office and group space for the clinical staff as agreed upon.
- i. Provide access to equipment, which supports the educational program to include, but not limited to, copier, fax and telephone.
- j. Maintain confidentiality.
- k. Participate in the development of Policies and Procedures which relate to the clinical/educational programs.
- l. Convene operational review meetings as necessary.
- m. Provide to the Senior Director of TRMC a copy of the teachers' State Board of Examiners current licenses annually, in addition to the Certificate of Liability Insurance.
- n. Notify TRMC Leadership of any vacancies that impact the ability to provide the expected educational services.

C. Children's Inpatient Services

1. Trinitas Regional Medical Center, Department of Behavioral Health & Psychiatry staff will:
 - a. Provide access to space and equipment which supports the educational program to include, but not limited to, Xerox, fax, scanner and telephone.
 - b. Collaborate with the staff from UCESC to successfully integrate the educational program into the treatment program.
 - c. When requested, provide written or electronic documentation that a student has been deemed "safe" to begin or continue participating in the educational program.

- d. Provide immediate crisis intervention support in the case that a student exhibits unsafe or dangerous behavior during an educational session.
- e. Refer any school district concerns to the on-site administrative secretary from UCESC.
- f. Collaborate with UCESC to determine which unit meetings would be most relevant for select on-site UCESC staff to attend.
- g. Provide annual training on safety emergency procedures for UCESC staff working on-site at the hospital in addition to annual mandatory training that is required of contracted staff.
- h. Provide on-site UCESC Staff with access to seasonal flu shots and any other hospital mandated vaccinations if/when they are offered to hospital staff.
- i. Provide UCESC with a list of on-boarding requirements and directions for any newly hired staff who will be assigned to work at Trinitas.
- j. Address any maintenance, IT or safety issues that impact the educational program in a timely manner.

2. The children's inpatient teachers will:

- a. Report directly to the Program Director for program operations.
- b. Act as liaison to school districts and child study teams.
- c. Obtain all pertinent academic data.
- d. Coordinate, supervise and orient all tutors to the unit and clinical program.
- e. Maintain accurate records regarding curriculum, required education hours, billing statements and student/tutor evaluations.
- f. Attend all relevant unit meetings.
- g. Provide pertinent feedback to the unit staff regarding the student's academic status and level of functioning; and respond to guardian questions/concerns regarding educational programming.
- h. Work with Program Director to integrate education program into treatment program.

- i. Maintain an inventory of supplies required for the education program.
 - j. Provide copies of tutors' teaching credentials, relevant license/certification, criminal background checks, liability insurance evidence to psychiatry administration for filing on site at the hospital.
- IV. Term. The term of this Agreement shall commence on the 1st day of July, 2025 and shall continue until June 30, 2026, unless otherwise terminated as provided herein.
- V. Compensation. In consideration of the services rendered by TRMC, UCESC shall pay to TRMC, on a monthly basis in installments of Forty-Four Thousand Four Hundred Ninety One and 30/100 (\$44,491.30), as detailed on Exhibit A attached hereto.
- VI. Confidentiality of Certain Records. The parties recognize that the records and information generated in connection with the consulting service or treatment may be privileged or confidential. The parties each agree to observe the requirements of any applicable privilege and statutory or other duty of confidentiality, (including, but not limited to, any arising under the provisions of 21 U.S.C. 4582, and 42 C.F.R. 2.1 et.seq.), to assist each other in obtaining any necessary waivers or consents to disclosure, and not to require disclosure of records or information by the other which might constitute a breach of privilege or duty or involve any offense or violation.
- VII. Compliance and Applicable Law. The parties represent, warrant, and covenant that throughout the term of this Agreement and during any applicable period thereafter, they shall perform their duties hereunder in accordance with all applicable federal and state laws, rules, regulations and agency guidelines. The parties further agree to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its related regulations ("HIPAA"), including any and all requirements regarding the privacy and security of health information.
- VIII. Independent Contractor. Nothing herein contained shall be deemed to create an employment relationship, partnership, agency relationship or joint venture between either of the parties. The parties acknowledge that each p is an independent contractor hereunder. Without limiting the foregoing, neither TRMC nor UCESC shall have the power to bind the other or to incur obligations on the other's behalf with the other party's prior written consent.
- IX. Insurance. TRMC shall provide or confirm professional liability coverage (or a self-funded equivalent) in the minimum amounts of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. In addition, both parties shall maintain or confirm general liability coverage in the minimum amount of \$1,000,000 per incident and \$2,000,000 annual aggregate and workers' compensation insurance in not less than the statutory minimum amounts.

- X. Notices. All notices required or permitted under this Agreement shall be in writing and, unless otherwise specified herein, deemed given when delivered in person, by courier, or by registered certified mail at the address of each party set forth above or at such other address as either Party may designate by written notice. In addition to the foregoing, any notices to TRMC shall be contemporaneously sent to: RWJBarnabas Health, 95 Old Short Hills Road, West Orange, NJ 07052, Attn.: David A. Mebane, Esq. General Counsel.
- XI. Miscellaneous. The parties agree that this Agreement constitutes the complete and exclusive statement of the Agreement between them which supersedes all proposals, oral, or written and all other communications between them relating to this contract. In the event of any conflict between the terms of this Agreement and any other document executed by the parties, the terms of this Agreement shall govern and control. Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, TRMC shall be entitled to assign its rights and obligations hereunder to any one of TRMC's subsidiaries or affiliates without any further consent from UCESC. A waiver by either party or any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or any subsequent breach thereof. This Agreement shall be governed exclusively by the laws of the State of New Jersey. Any controversy arising out of, or related to, this Agreement shall be submitted only to the courts of the State of New Jersey or to the United States District Court for the District of New Jersey. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The parties agree to accept and be bound by facsimile or PDF transmitted copies of this Agreement and its counterparts including facsimile or PDF signatures of the parties.

Signed:

For:  Vice President, Behavioral Health & Psychiatry
 Lisa Dressner Trinitas Regional Medical Center

5/22/2025
 (Date)

For: _____ Board President
 Lorraine Aklonis Union County Educational Services Commission

 (Date)

Exhibit A
Compensation

	STAFF NAMES	2025-2026 Budget
TRMC Expense		
Director	DANIELLE RUCHAEVSKY	125,737
Nurse	MELIDA PELAEZ (40 hrs/wk)	121,547
	Nurse vacation coverage (10 days)	5,304
LCSW	HETA DALAL	78,088
LCSW	JACKELINE ALTAMIRANO	78,088
LCSW	JULIAN LEAL	82,764
LSW	SUMMER KELLERS	78,830
	APN - 6 hours/wk, 36 weeks	43,200
	APN - 6 hrs/week for 4 weeks (summer program)	4,800
	SALARY SUBTOTAL	618,358
	Fringe/Admin Rate 25%	154,589
	Plus Psych Admin 3%	18,551
	Operating Supplies/Recruitment Costs/Conferences	7,160
	Less: Commission Teaching/Tutoring	
	Mary Ann Cahill (6.5 hours x 180 days)	(95,652)
	Paula Falconer (6.5 hours x 180 days)	(95,652)
	M. Boyea MICA/Day Tx Part - time	(14,013)
	Lauren Gonzalez (6.5 hours x 180 days)	(148,428)
	Grand Total	\$ 444,913