



Best Choice New Jersey Registered Nurse Service Agreement;

This Contract for Services is made effective as of January 12, 2022 by and between Green Township School District 69 Mackerley Road Greendell, New Jersey 07839 and Best Choice Home Care, Limited Liability Company of 210A Goldfinch Court Hackettstown, New Jersey 07840.

1. DESCRIPTION OF SERVICES. Beginning on January 14, 2022 and concluding on June 22, 2022. Best Choice Home Care Limited Liability Company will provide to Green Township School District the following services (collectively, the "Services:")

State of New Jersey Licensed Registered Nurse, as supplemental staffing. The Nurse will attend to the health requirement needs of student(s); on a case by case health assessment basis, medication distribution under the direction of State of New Jersey Licensed Physician; including daily care requirements and physician notes, when applicable. The Registered Nurse will have full access to all Green Township School District student health files and will work directly with the schools directed physician. The New Jersey Licensed Registered Nurse will also adhere to Centers for Disease Control guidelines, New Jersey Department of Education, as well as State of New Jersey Health Department protocol related to COVID-19 and variants of viruses school safety requirements.

- a. Green Township School District promises to provide Best Choice Home Care Limited Liability Company's State of New Jersey Licensed Registered Nurse(s) adequate PPE (Personal Protective Equipment,) as mandated by the State of New Jersey Health Department guidelines, in reference to COVID-19 and variants of viruses; Gloves, N95 Professional Grade Medical Masks (small and medium,) Safety Gowns, Face Shield and hand sanitizer.
- b. Green Township School District promises to provide Best Choice Home Care Limited Liability Company's State of New Jersey Licensed Registered Nurse(s) with "No Contact Thermometers."

2. PAYMENT. Notice of Assignment.

Best Choice Home Care Limited Liability Company utilizes a third party, 12five Capital LLC ("12five") to manage all Accounts Receivable. The parties agree that this provision provides notification under Uniform Commercial Code Section 9-406 (the "UCC") that all present and future Accounts Receivable of Client have been assigned to 12five. Client is hereby instructed and agrees to remit payment of all Best Choice Home Care Limited Liability Company invoices directly to 12five. Payments made to Best Choice Home Care Limited Liability Company or any party other than 12five will not relieve Client's obligation of payment of the invoices. This notice of assignment will remain in place and may not be revoked except in writing by 12five. 12five shall be considered an intended third party beneficiary of this provision and may enforce the provisions hereof as if it were a party and under the UCC. All payment must be remitted as follows:



Best Choice Home Care Limited Liability Company
PO Box 962
South Bend, In 46624

Or Send ACH/Wire Payments
1st Source Bank
Account Number: 10231249
Routing Number : 07121228

Green Township School District agrees to pay Best Choice Home Care Limited Liability Company as follows:

\$68.00 per hour for New Jersey Licensed Registered Nurse for school nursing. Best Choice Home Care Limited Liability Company shall submit an invoice verification weekly to Green Township School District for services rendered and each billing, if in satisfactory form as to time spent and amount(s) charged, shall be **paid in full within 45 days (NET 45,) from the date of receipt.**

Green Township School District shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by New Jersey Law, if Green Township School District fails to pay for the Services when due, Best Choice Home Care Limited Liability Company has the option to treat such failure to pay as a material breach of this Contract and may cancel this Contract and/or seek legal remedies.

The Facility, Green Township School District **MUST notify Best Choice Home Care Limited Liability Company at least Two (2) hours** prior to cancelling a shift. If timely notification is not provided, Best Choice Home Care **will bill the facility two (2) hours at \$68.00 per hour.**

3. TERM. This Contract may be terminated by either party upon 30 days prior written notice to the other party. An email notice by one party will suffice.

4. CONFIDENTIALITY. Best Choice Home Care Limited Liability Company and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Best Choice Home Care Limited Liability Company, or divulge, disclose, or communicate in any manner, any information that is proprietary to Green Township School District. Best Choice Home Care Limited Liability Company and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Green Township School District of these confidentiality obligations which allows Best Choice Home Care Limited Liability Company to disclose to Green Township School District confidential information to a third party, will be limited to a single occurrence tied to the specific information disclosed to the specific third party and the confidentiality clause will continue to be in effect for all other occurrences.

5. WARRANTY. Best Choice Home Care Limited Liability Company shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Best Choice Home Care Limited Liability Company's community and region, and will provide a standard of care



equal to, or superior to, care used by service providers similar to Best Choice Home Care Limited Liability Company on similar projects.

6. AGENCY SERVICES, QUALIFICATIONS and REPRESENTATIONS. Best Choice Home Care Limited Liability Company shall indemnify and hold harmless Green Township School District, directors, employers, agents and affiliates from any liability caused by the actions or inactions of Best Choice Home Care Limited Liability Company or its employees in the performance of this agreement. Best Choice Home Care Limited Liability Company will maintain liability insurance in the amount of at least \$1,000,000/\$3,000,000 and will maintain effective workers compensation for all State of New Jersey Registered Nurses, in case of injury.

- a. **Services.** Agency shall furnish, subject to availability, Temporary Clinical Personnel satisfying and possessing the Qualifications (as such term is defined below) to provide Healthcare Services. The exact number of Temporary Clinical Personnel, classifications, and hours of work shall be determined by Facility in its sole discretion. Agency agrees to provide its Temporary Clinical Personnel with appropriate photo identification badges while they are providing services "on duty" at Facility. Agency shall ensure that all its staff members providing services under this Agreement wear photo identification badges identifying their names, titles or other credentials, and affiliation with Agency.
- b. **Qualifications.** At all times, Agency agrees to maintain compliance with all required federal and state licensing, certification and accreditation requirements. Agency hereby covenants represents and warrants that each and every Temporary Clinical Personnel providing services under this Agreement has and will continue to have: (a) a current unrestricted license necessary to practice as a Registered Nurse in the State of New Jersey; and (b) the requisite education, training and experience to provide the Healthcare Services requested by the Facility. Agency also represents warrants and covenants that the Agency and each Temporary Clinical Personnel assigned to the Facility shall not be, nor ever has been determined to be a Sanctioned Provider, by any federal, state or local government, regulatory body or agency (all of the foregoing collectively referred to as the "Qualifications"). Agency shall immediately notify the Facility: (i) of the suspension, revocation or limitation in any manner of any and all Temporary Clinical Personnel's license to practice as a Registered Nurse in the State of New Jersey which have been assigned to the Facility; and/or (ii) in the event that Agency and/or any Temporary Clinical Personnel becomes a Sanctioned Provider.
- c. **Background Checks, Health Records & Immunizations.** Agency represents and warrants that each and every Temporary Clinical Personnel assigned to the Facility shall: (i) be pre-screened and interviewed by Agency to ensure he/she meets the qualifications of the position and to verify their certification with the New Jersey Department of Health; (ii) have been subjected to criminal background checks and fingerprinted in accordance with state, federal and New Jersey Board of Nursing requirements, but must include at a minimum a search of the exclusion lists and a seven-year review of each staff member's criminal history conducted in accordance with applicable law(s) and based on information from appropriate state or local law enforcement agencies, and have not been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals, or to any of the services provided under this Agreement; and (iii) be current and up to date on all required immunizations required by law and has received a satisfactory annual health assessment including, but not limited to, including COVID 19 Vaccination, or mandated weekly negative COVID-19 testing submission, One-Step Mantoux



TB Testing and/or x-rays and annual TB testing thereafter (all of the foregoing collectively referred to as "Background Checks," Employee Health Assessments, Immunizations & 5 Panel Illicit Drug Use Screening, Including Unscheduled Random Testing, per agency discretion"). Agency shall provide the Facility with copies of all Background Checks, Health Assessment & Immunizations records demonstrating that each Temporary Clinical Personnel is duly certified, has received a satisfactory annual health assessment, has no criminal record, has not been found to have engaged in improper or illegal conduct relating to the elderly, children, or vulnerable individuals, is up to date on all current and required immunizations and has tested negative for the presence of any illegal drugs or abuse. Agency will retain copies of all original documents and re-verify at time of expiration available to Green Township School District, upon request.

- d. **Treatment Records.** Temporary Clinical Personnel shall promptly and legibly prepare and complete all charts, documents, and reports in the form and manner required by (the "School District") rules or regulations, and by any federal, state or local governmental agency or applicable medical authority (the "Student Records"). The Student Records shall be confidential medical documents and the Temporary Clinical Personnel and Agency are not authorized to disclose any privileged information without the express written consent of the School District, except as authorized by applicable State of New Jersey and federal laws. Both Parties acknowledge and agree that the records the School District maintains on each of its students (which include medical records, billing records, correspondence, and other patient records related to the Healthcare Services rendered) and the Student Records are the sole property of the School District which shall remain with the School District. Agency shall prepare and maintain, or cause to be prepared and maintained as necessary, resident records relating to the Healthcare Services rendered pursuant to this Agreement, all of which shall belong to and be the sole property of Green Township School District.
- e. **Compliance with Facility Policies.** Agency and the Temporary Clinical Personnel providing the Healthcare Services under the terms of the Agreement will comply with all applicable rules, regulations, directives, and policies and procedures of the Facility. Facility shall provide or make available to Agency any Facility policy that Temporary Clinical Personnel need to comply with while providing the Healthcare Services.
- f. **Compliance with Laws.** Agency and Facility shall abide by all federal and state laws, rules and regulations and accrediting standards applicable to its respective operations and the provision of Healthcare Services under this Agreement, including but not limited to safety and infection control practices. The Healthcare Services to be provided under this Agreement will comply with (i) all federal, state, and local applicable laws; and (ii) standards set by The Joint Commission, if applicable, CMS, The New Jersey Department of Human Services, The New Jersey Department of Health and Senior Services for Medicare & Medicaid Service.
- g. **Taxes.** Agency shall be solely responsible for, and Agency shall duly and timely report and pay, any and all taxes, contributions, premiums or fees, as the cases may be, for taxes, unemployment insurance, disability, social security, and other benefits and insurance for all Temporary Clinical Personnel supplied to Facility. Temporary Clinical Personnel shall not be entitled to and are excluded from any and all of Facility's benefit plans.
- h. **Indemnification for Taxes, Wages & Withholding.** Agency shall indemnify, defend and hold harmless Facility and its affiliates from and against all taxes, interest, penalties, fees, damages,



liabilities, obligations, losses and expenses (including, but not limited to, reasonable attorney's fees) arising from:

(a) Agency's failure or alleged failure to make the required reports and payments for taxes, unemployment insurance, disability or workers' compensation insurance, Social Security and other benefits;

(b) Agency's failure or alleged failure to comply with any applicable law or regulation related in any manner to the payment of wages and benefits to and withholding of taxes and other amounts from wages of Temporary Clinical Personnel assigned by Agency to Facility.

- i. Facility Obligations with Respect to Healthcare Services. With respect to Agency's provision of the Healthcare Services, the Facility shall include:
- j. Agency personnel in Facility's mandated orientation and ongoing in-service training programs applicable to temporary staff;
 - (a) Furnish all equipment, supplies, utilities, and other services reasonably necessary for the provision of such services;
 - (b) Inform the Agency immediately of all employee problems, incidents or injuries;
 - (c) Make available to the Agency all documentation of problems, incidents or injuries concerning Temporary Clinical Personnel.

6. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- (a) The failure to make required payment when due;
- (b) The insolvency or bankruptcy of either party;
- (c) The failure to make available or deliver the Services in the time and manner provided for in this Contract;
- (d) The failure to make available or deliver Services in the time and manner provided for in the Contract.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract:



(including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure,") and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, wars, strikes, lock-outs, or virus outbreak/pandemic work stoppages.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

10. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

11. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

12. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of New Jersey.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.



15. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

16. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

17. Non-Solicitation; Non-Hire. You agree that for two (2) years after the expiration or termination of this Agreement, you **will not hire**, solicit, aid or suggest to any (i) employee of Best Choice Home Care Limited Liability Company its subsidiaries or affiliates, (ii) independent contractor or other service provider or (iii) any customer, agency or advertiser of Best Choice Home Care Limited Liability Company its subsidiaries or affiliates to terminate such relationship or to stop doing business with Best Choice Home Care Limited Liability Company its subsidiaries or affiliates. If you violate this provision and hire an employee Best Choice Home Care Limited Liability Company will have the right to charge you a referral fee of **\$5,000.00 per employee** in which you have hired with in the restricted time period of two (2) years.

I understand & agree this is a legal representation of my signature.

Ms. Karen Constantino, CPA
School Business Administrator
Signing with Authority for
Green Township School District

Mr. Dennis A. Falco
Managing Member
Signing with Authority for
Best Choice Home Care Limited Liability Company



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
CONTRACT COMPLIANCE & AUDIT UNIT
EEO MONITORING PROGRAM
33 WEST STATE STREET
P. O. BOX 206
TRENTON, NEW JERSEY 08625-0206

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

MAURICE A. GRIFFIN
Acting Director

ISSUANCE CERTIFICATE OF EMPLOYEE INFORMATION REPORT

Enclosed is your Certificate of Employee information Report (hereinafter referred to as the "Certificate" and issued based on the Employee Information Report (AA-302) form completed by a representative of your company or firm. Immediately upon receipt, this certificate should be forwarded to the person in your company or firm responsible for ensuring equal employment opportunity and/or overseeing the company or firm's contracts with public agencies. Typically, this person may be your company or firm's Human Resources Manager, Equal Employment Opportunity Officer or Contract Administrator. If you do not know to whom the certificate should be forward, kindly forward it to the head of your company or firm. Copies of the certificate should also be distributed to all facilities of your company or firm who engage in bidding on public contracts in New Jersey and who use the same federal identification number and company name. The certificate should be retained in your records until the date it expires. This is very important since a request for a duplicate/replacement certificate will result in a \$75.00 fee.

On future successful bids on public contracts, your company or firm must present a photocopy of the certificate to the public agency awarding the contract after notification of the award but prior to execution of a goods and services or professional services contract. Failure to present the certificate within the time limits prescribed may result in the awarded contract being rescinded in accordance with N.J.A.C. 17:27-4.3b.

Please be advised that this certificate has been approved only for the time periods stated on the certificate. As early as ninety (90) days prior to its expiration, the Division will forward a renewal notification. Upon the Division's receipt of a properly completed renewal application and \$150.00 application fee, it will issue a renewal certificate. In addition, representatives from the Division may conduct periodic visits and/or request additional information to monitor and evaluate the continued equal employment opportunity compliance of your company or firm. Moreover, the Division may provide your company or firm with technical assistance, as required. Please be sure to notify the Division immediately if your company's federal identification number, name or address changes.

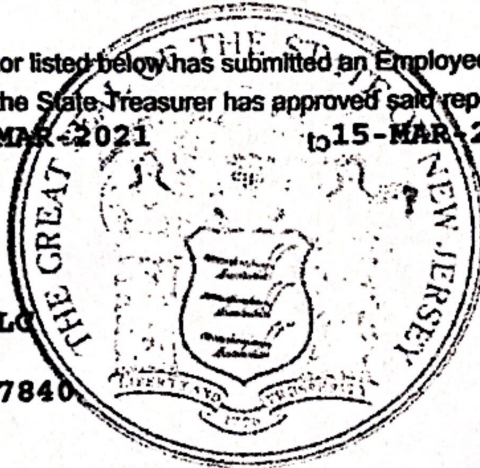
If you have any questions, please call (609) 292-5473 and a representative will be available to assist you.

Certification 64339

CERTIFICATE OF EMPLOYEE INFORMATION REPORT INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAR-2021** to **15-MAR-2028**

**BEST CHOICE HOME CARE LLC
210A GOLDFINCH COURT
HACKETTSTOWN NJ 07840**



Elizabeth Maher Muoio

ELIZABETH MAHER MUOIO
State Treasurer

MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicant are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

EXHIBIT A

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27**

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: **BEST CHOICE HOME CARE LIMITED LIABILITY**

Trade Name:

Address: **210 A GOLDFINCH CT
HACKETTSTOWN, NJ 07820**

Certificate Number: **2350626**

Effective Date:

Date of Issuance: **January 06, 2020**

For Office Use Only:

20200106153536833

NJ Office of the Attorney General
DIVISION OF CONSUMER AFFAIRS
OFFICE OF CONSUMER PROTECTION
REGULATED BUSINESS SECTION
PO BOX 45028
NEWARK, NJ 07101



U.S. PO



New Jersey Office of the Attorney General 175.00
Division of Consumer Affairs

This is to certify that

BEST CHOICE HOME CARE LLC
210-A GOLDFINCH COURT
HACKETTSTOWN, NJ 07840

is regulated in New Jersey as a(n) **Consulting Firm/Temp**

07/01/2021

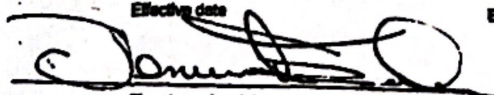
Effective date

06/30/2022

Expiration date

CT0456100

License number



Signature of registrant

KAITLIN A. CARUSO
Acting Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cquan Insurance Agency 104 Broadway Denville NJ 07834		CONTACT NAME Kevin Quan PHONE (A/C, No, Ext) 973-448-0811 FAX (A/C, No) 973-691-7612 E-MAIL ADDRESS kquan@farmersagent.com	
INSURED Best Choice Home Care LLC 210 A Goldfinch Ct Hackettstown NJ NJ 07840		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company NAIC # 39071 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.														
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR, WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	TARNJ1009442-03	01/23/2021	01/23/2022	<table border="1"> <thead> <tr> <th>WL STATUTORY LIMITS</th> <th>OTHER</th> </tr> </thead> <tbody> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500,000</td> </tr> </tbody> </table>	WL STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000
WL STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 500,000													
E.L. DISEASE - EA EMPLOYEE	\$ 500,000													
E.L. DISEASE - POLICY LIMIT	\$ 500,000													

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Kevin Quan

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Best Choice Home Care Limited Liability Company	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Other (see instructions) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) See instructions. 210A. Grafton Road	Requester's name and address (optional)
6 City, state, and ZIP code Hackettstown, N.J. 07840	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
82	2526411

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 1-12-2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR/BIDDER NAME: Best Choice Home Care Limited Liability Company

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date
Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


Signature

Date

1-18-2022

Dennis A. Falco, Managing Member
Print Name and Title

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor** and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]

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STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Best Choice Home Care Limited Liability Company*

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: <i>DENNIS A. FRANCO</i>	Name:
Home Address: <i>210 A. GOLFMEACH COURT HACKETTSTOWN, NJ 07840</i>	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this *23rd* day of *July*, 2021

Lori A. Prisco
(Notary Public)

My Commission expires: *2-16-2025*



Dennis A. Franco
(Affiant)
Dennis A. Franco
(Print name & title of affiant)
Managing Member
(Corporate Seal)

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR
DOWNLOAD FROM the Pay to Play section OF THE DLGS
WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: *Best Choice Home Care Limited Liability Company*

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

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- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☒ Limited Liability Corporation ☐ Limited Liability Partnership
☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

*Dennis A. Franco
2107 Goldfinch Court
Hackettstown, N.J. 07840*

Subscribed and sworn before me this 23rd day of July, 2021 
(Notary Public) Lori A. Prisco
My Commission expires: 2-16-2025
DENNIS A. FURNO
(Print name & title of affiant)
Managing Member
(Corporate Seal)



2021 JUL 23 PM 4:00
NOTARY PUBLIC
LORI A. PRISCO
2393383