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STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CONSUMER AFFAIRS

In the Matter of INFINITY HEALTHCARE, LLC and JEROME KURMAS, Individually.	Administrative Action **CONSENT ORDER**

This matter was opened by the New Jersey Division of Consumer Affairs, Office of Consumer Protection ("Division"), as an investigation in order to ascertain whether violations of the Private Employment Agency Act, N.J.S.A. 34:8-43 et seq. ("Private Employment Agency Act"), the Regulations Governing Health Care Service Firms, N.J.A.C. 13:45B-13.1 et seq. ("Health Care Firm Regulations"), the Regulations Governing Placement of Health Care Practitioners, N.J.A.C. 13:45B-14.1 et seq. ("Practitioner Regulations"), and the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et seq. ("CFA") have been or are being committed in the State of New Jersey ("State" or "New Jersey"), by Infinity Healthcare, LLC ("Infinity"), as well as by its owners, officers, directors, members, managers, employees, representatives, agents, subsidiaries, successors and/or assigns, and Jerome Kurmas, individually, ("Kurmas"), (collectively, "Respondents") (hereinafter the "Investigation").

The Division and the Respondents have agreed to resolve all issues in controversy in this matter on the terms set forth in this Consent Order, which terms have been reviewed and approved by the Acting Director of the Division, Eric T. Kanefsky ("Director") as confirmed by his entering this Consent Oder. Attorney General Jeffrey S. Chiesa and the Director also find that the remedial provisions of this Consent Order are in the public interest, for the protection of consumers and consistent with the purposes of the CFA.

Based upon the above, the Director makes the following Investigative Findings and Statement of Law and Liability:

1. Infinity is a New Jersey Limited Liability Company established on or about May 22, 1997. Infinity maintains a principal place of business at 150 West Cedar Avenue, Unit 4C, Somers Point, New Jersey 08244 ("Somers Point Location").

2. Kurmas is the President of Infinity.

3. Laura Kurmas is the Registered Agent for Infinity. The Registered Agent's address is 500 Bay Condo Suite B, Ocean City, New Jersey 08226. Ms. Kurmas died on March 5, 2012.

4. Infinity is a Health Care Services Firm registered with the State, registration number HP0048500.

5. On March 7, 2012, investigators from the Division conducted an inspection at the Somers Point Location. During the inspection, investigators reviewed files and documentation and interviewed Kurmas. At that time, the Division investigators also served a Subpoena Duces Tecum ("Subpoena") on Respondents for documents including, but not limited to, client and employee files. Respondents provided the requested documents in response to the Subpoena. The documents were reviewed by Division investigators.

6. The Division's Investigation identified violations, including, but not limited to: (a) placing uncertified aides with clients to perform services required of a certified homemaker-home health aide, as required by N.J.A.C. 13:45B-14.4(a); (b) failing to match the client's needs to the qualifications of the aide, as required by N.J.A.C. 13:45B-14.5(a); (c) failing to verify license status of each individual prior to referral or placement, as required by N.J.A.C. 13:45B-14.4(c); (d) failing to verify applicants' work history, as required by N.J.A.C. 13:45B-14.6(a); (e) failing to establish a written Plan of Care, as required by N.J.A.C. 13:45B-14.9(a); (f) failing to conduct 30-day client health care reviews, as required by N.J.A.C. 13:45B-14.9(c); (g) failing to conduct 60-day on-site, in home evaluations, as required by N.J.A.C. 13:45B-14.9(g); (h) failing to maintain a copy of license or registration with the required notation conspicuously written across the entire face of the license, as required by N.J.A.C. 13:45B-14.4(d); (i) failing to maintain a record of licensure verification with the required information, as required by N.J.A.C. 13:45B-14.4(e); (j) failing to record information required in verifying work history and the name and title of the individual providing the information, as required by N.J.A.C. 13:45B-14.6(b); (k) failing to evaluate the person's needs, as required by N.J.A.C. 13:45B-14.9(a); and (l) failing to maintain records, as required by N.J.A.C. 13:45B-14.5(a).

7. The Investigation also established numerous violations associated with Respondents' Employment Application, including, but not limited to: failing to include on the application form the type of license held by the applicant, the license-issuing authority, the license number, and the license expiration date, work history reason for leaving each employer, areas of working experience and period of time during which experience was acquired, malpractice insurance carriers' name, address and policy number, as required by N.J.A.C. 13:45B-14.2(a)3-11, respectively.

THEREFORE based on the above agreed upon Investigative Findings and Statement of Law

and Liability and for good cause shown

IT IS ORDERED and **AGREED** as follows:

1. EFFECTIVE DATE

1.1 This Consent Order is effective on the date it is filed with the Division ("Effective Date").

2. DEFINITIONS

As used in this Consent Order, the following words or terms shall have the following meanings, which meanings shall apply wherever the words and terms appear in this Consent Order:

2.1 "Advertise," "Advertisement" or "Advertising" shall mean any written, oral or electronic statement, illustration or depiction that is designed to create interest in the purchase of, impart information about the attributes of, publicize the availability of, or effect the sale or use of, good or services, whether the statement appears in a brochure, newspaper, magazine, free-standing inset, bill board, circular, mailer, package insert, package label, product instructions, electronic mail, website, homepage, television, cable television, radio, commercial or any other medium. "Advertisement" shall be defined in accordance with N.J.S.A. 56:8-1(a).

2.2 "Attorney General" shall refer to the Attorney General of the State of New Jersey and the Office of the Attorney General of the State of New Jersey.

2.3 "Employment Application" shall refer to the form that each applicant who applies for placement by or employment in the State with Respondents is required to complete pursuant to N.J.A.C. 13:45B-14.2.

2.4 "Health Care Practitioner(s)" shall be defined in accordance with N.J.A.C. 13:45B-14.1 and shall refer to any individual placed or employed in the State by the Respondents for the

purpose of rendering Health Care Services.

2.5 "Health Care Practitioner Supervisor" shall be defined in accordance with N.J.A.C. 13:45B-14.1 and shall refer to any individual employed by Respondents for, among other things, the supervision of Health Care Practitioners and certified homemaker-home health aides, conducting patient evaluations and writing Plan(s) of Care.

2.6 "Health Care Services" shall be defined in accordance with N.J.A.C. 13:45B-13.2.

2.7 "Health Care Service Firm" shall be defined in accordance with, N.J.A.C. 13:45B-13.2.

2.8 "Parties" shall mean Infinity, Kurmas and the Division.

2.9 "Person" shall be defined in accordance with N.J.S.A. 56:8-1(d).

2.10 "Plan of Care" shall refer to the document that a Health Care Service Firm is required to create pursuant to N.J.A.C. 13:45B-14.9(a).

2.11 "Represent" means to state or imply through claims, statements, questions, conduct, graphics, symbols, lettering, formats, devices, language, documents, messages, or any other manner or means by which meaning might be conveyed.

2.12 "Sale" shall be defined in accordance with N.J.S.A. 56:8-1(e).

3. INJUNCTIVE RELIEF AND BUSINESS PRACTICES

3.1 Respondents shall not engage in any unfair or deceptive acts or practices in the conduct of their business in the State and shall comply with all applicable State and/or Federal laws, rules and regulations as now constituted or as may hereafter be amended including, but not limited to, the Private Employment Agency Act, the Health Care Firm Regulations, the Practitioner Regulations, and/or the CFA.

3.2 Respondent Kurmas shall be permanently enjoined from owning, managing and/or operating any business or other entity in the State that operates as a Health Care Service Firm or is engaged in the Advertisement, offer for Sale and/or Sale of Health Care Services.

4. GENERAL PROVISIONS

4.1 This Consent Order is entered into by the Parties as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Consent Order.

4.2 This Consent Order shall be governed by, and construed and enforced in accordance with, the laws of the State.

4.3 The Parties have negotiated, jointly drafted and fully reviewed the terms of this Consent Order and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Consent Order.

4.4 This Consent Order contains the entire agreement among the Parties. Except as otherwise provided herein, this Consent Order shall be modified only by a written instrument signed by or on behalf of the Division and Respondents.

4.5 Except as otherwise explicitly provided in this Consent Order, nothing herein shall be construed to limit the authority of the Attorney General to protect the interests of the State or the people of the State.

4.6 If any portion of this Consent Order is held invalid or unenforceable by operation of law, the remaining terms of this Consent Order shall not be affected.

4.7 This Consent Order shall be binding upon Respondents, as well as their principals, officers, directors, agents, employees, successors and assigns, and any Person through which they

may now or hereafter act, as well as any Persons who have authority to control or who, in fact, control and direct their business.

4.8 This Consent Order shall be binding upon the Parties and their successors in interest. In no event shall assignment of any right, power or authority under this Consent Order avoid compliance with this Consent Order.

4.9 This Consent Order is entered into by the Parties for settlement purposes only. Neither the fact of, nor any provision contained in this Consent Order shall be construed as: (a) an approval, sanction or authorization by the Division or any other governmental unit of the State of any act or practice of Respondents; or (b) an admission by Respondents that any of their acts or practices described in or prohibited by this Consent Order are unfair or deceptive or violate the Private Employment Agency Act, the Health Care Firm Regulations, the Practitioner Regulations, and/or the CFA. Neither the existence of, nor the terms of this Consent Order shall be deemed to constitute evidence or precedent of any kind except in: (a) an action or proceeding by one of the Parties to enforce, rescind or otherwise implement any or all of the terms herein; or (b) an action or proceeding involving a Released Claim (as defined in Section 6) to support a defense of res judicata, collateral estoppel, release or other theory of claim preclusion, issue preclusion or similar defense.

4.10 This Consent Order is a public document subject to the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq.

4.11 Unless otherwise prohibited by law, any signatures by the Parties required for filing of this Consent Order may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Consent Order.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Parties Represent and warrant that their signatories to this Consent Order have authority to act and bind the respective Parties.

5.2 Respondent Kurmas Represents that Infinity is no longer in operation and that all clients have been transferred to other Health Care Service Firms.

5.3 Respondent Kurmas Represents that he will no longer own, operate or manage Infinity or any other business or entity in the State that operates as a Health Care Service Firm and/or provides Health Care Services.

6. RELEASE

6.1 In consideration of the injunctive relief, Settlement Payment, undertakings, mutual promises and obligations provided for in this Consent Order, the Division hereby agrees to release Respondents from any and all civil claims or consumer related administrative claims, to the extent permitted by State law, which the Division could have brought prior to the Effective Date against Respondents for violations of the Private Employment Agency Act, the Health Care Firm Regulations, the Practitioner Regulations, and the CFA arising out of the Investigation, as well as the matters specifically addressed in this Consent Order ("Released Claims").

6.2 Notwithstanding any term of this Consent Order, the following do not comprise Released Claims: (a) private rights of action; (b) actions to enforce this Consent Order; and (c) any claims against Respondents by any other agency or subdivision of the State.

7. PENALTIES FOR FAILURE TO COMPLY

7.1 The Attorney General (or designated representative) shall have the authority to enforce this Consent Order or to seek sanctions for violations hereof or both.

7.2 The Parties agree that any future violations of the injunctive provisions of this Consent Order as well as the Private Employment Agency Act, the Health Care Firm Regulations, the Practitioner Regulations, the CFA and/or the Advertising Regulations shall constitute a second or succeeding violation under N.J.S.A. 34:8-61 and N.J.S.A. 56:8-13 and that Respondents may be liable for enhanced civil penalties.

8. COMPLIANCE WITH ALL LAWS

8.1 Except as provided in this Consent Order, no provision herein shall be construed as:

a. Relieving Respondents of their obligation to comply with all State and Federal laws, regulations or rules, as now constituted or as may hereafter be amended, or as granting permission to engage in any acts or practices prohibited by any such laws, regulations or rules; or

b. Limiting or expanding any right the Division may otherwise have to obtain information, documents or testimony from Respondents pursuant to any State or Federal law, regulation or rule, as now constituted or as may hereafter be amended, or limiting or expanding any right Respondents may otherwise have pursuant to any State or Federal law, regulation or rule, to oppose any process employed by the Division to obtain such information, documents or testimony.

9. NOTICES UNDER THIS CONSENT ORDER

9.1 Except as otherwise provided herein, any notices or other documents required to be sent to the Division or Respondents pursuant to this Consent Order shall be sent by United States Mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the Person signing for the documents. The notices and/or documents shall be sent to the following addresses:

For the Division:

Alina Wells, Deputy Attorney General
Consumer Fraud Protection Section

Division of Law
Office of the Attorney General
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, NJ 07101

For Respondents:

Jerome Kurmas
150 West Cedar Avenue, Unit 4C
Somers Point, NJ 08244

IT IS ON THE 7th **DAY OF** January**, 201_, SO ORDERED.**

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____
ERIC T. KANEFSKY, ACTING DIRECTOR
DIVISION OF CONSUMER AFFAIRS

THE PARTIES CONSENT TO THE FORM, CONTENT AND ENTRY OF THIS CONSENT ORDER ON THE DATES BESIDE THEIR RESPECTIVE SIGNATURES.

FOR THE DIVISION:

JEFFREY S. CHIESA
ATTORNEY GENERAL OF NEW JERSEY

By: _____ Dated: January 3, 2013
Alina Wells
Deputy Attorney General
Consumer Fraud Prosecution Section
124 Halsey Street - 5th Floor
P.O. Box 45029
Newark, New Jersey 07101
Telephone: (973) 648-3070

FOR RESPONDENTS:

INFINITY HEALTHCARE, LLC

By: _____ Dated: 12/27, 2012

Jerome Kurmas, President
150 West Cedar Avenue, Unit 4C
Somers Point, New Jersey 08244

FOR JEROME KURMAS, Individually

By: _____ Dated: 12/27, 2012

Jerome Kurmas, Individually
150 West Cedar Avenue, Unit 4C
Somers Point, New Jersey 08244