



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to **KJ BETHEL PARK LLC**

LEGAL ENTITY

To operate **THE SHERIDAN AT BETHEL PARK**

NAME OF FACILITY OR AGENCY

Located at **2000 COOL SPRINGS DRIVE, PITTSBURGH, PA 15234**

(COMPLETE ADDRESS OF FACILITY OR AGENCY)

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

ADDRESS OF SATELLITE SITE/SERVICE LOCATION

To provide **Personal Care Homes**

TYPE OF SERVICE(S) TO BE PROVIDED

The total number of persons which may be cared for at one time may not exceed **147**
or the maximum capacity permitted by the Certificate of Occupancy, whichever is smaller.

(MAXIMUM CAPACITY)

Restrictions: **Secure Dementia Care Unit - 55 Pa.Code §§ 2600.231-239 - Capacity 40**

This certificate is granted in accordance with the Human Services Code of 1967, P.L. 31, as amended, and Regulations

55 Pa.Code Chapter 2600: Personal Care Homes

(MANUAL NUMBER AND TITLE OF REGULATIONS)

and shall remain in effect from **April 7,** **2025** until **October 7,** **2025**,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **449481**


ISSUING OFFICER


ACTING DEPUTY SECRETARY

NOTE: This certificate is issued for the above site(s) only and is not transferable
and should be posted in a conspicuous place in the facility.

HS 628P – 04/23



CERTIFIED MAIL – RETURN RECEIPT REQUESTED
MAILING DATE: APRIL 28, 2025

[REDACTED]

KJ Bethel Park LLC
2000 Cool Springs Drive
Pittsburgh, Pennsylvania 15234

RE: The Sheridan at Bethel Park
License #: 449481

Dear [REDACTED]

In accordance with the Settlement Agreement signed by KJ Bethel Park LLC and Pennsylvania Department of Human Services, Bureau of Human Services Licensing, on April 7, 2025, enclosed is a FIRST PROVISIONAL license, issued in accordance with 55 Pa. Code Ch. 2600 (relating to Personal Care Homes).

Sincerely,

A handwritten signature in black ink that reads "Juliet Marsala". The signature is written in a cursive, flowing style.

Juliet Marsala
Deputy Secretary
Office of Long-term Living

Enclosures:
License
Settlement Agreement

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF HUMAN SERVICES
BUREAU OF HEARINGS AND APPEALS**

**IN THE APPEAL OF: KJ Bethel Park LLC
 d/b/a The Sheridan at Bethel Park
 BHA Docket Nos. 034-24-0019; 081-24-0001
 Personal Care Home: Licensure, Fines**

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into this 7th day of April 2025 (the "Effective Date"), by and between the Department of Human Services, Bureau of Human Services Licensing ("Department") and KJ Bethel Park LLC, d/b/a The Sheridan at Bethel Park ("Appellant"), for the purpose of resolving the matter set forth herein.

WHEREAS, the Department is the Commonwealth Agency entrusted with the oversight and administration of the licensing of personal care homes (homes) in the Commonwealth of Pennsylvania;

WHEREAS, Appellant operates The Sheridan at Bethel Park (the "Community"), located at 2000 Cool Springs Dr., Pittsburgh, Pennsylvania, 15234 ("the premises"), as a personal care home licensed under statutes and regulations administered by the Department;

WHEREAS, on June 5, 2024, the Department issued a notice revoking the certificate of compliance ("license") issued to Appellant and placed a ban on new resident admissions;

WHEREAS, on June 13, 2024, Appellant filed an appeal of the June 5, 2024 license revocation notice that was received by the Department on June 14, 2024;

WHEREAS, on July 26, 2024, the Department issued a notice imposing civil monetary penalties ("fines") to Appellant;

WHEREAS, on August 23, 2024, Appellant filed an appeal of the July 26, 2024 fine notice that was received by the Department on August 26, 2024;

WHEREAS, on August 24, 2024, Appellant paid an initial \$500.00 toward the assessed fines in accordance with the July 26, 2024 fine notice;

WHEREAS, on September 13, 2024, the Department imposed additional

fines on Appellant;

WHEREAS, following a pre-hearing conference that occurred on January 21, 2025, the Bureau of Hearings and Appeals ("BHA") scheduled hearing on the license revocation and fine appeals to occur on June 16-18, 2025;

WHEREAS, the Department and the Appellant, (collectively, "the Parties"), have engaged in settlement discussions in an effort to resolve these matters amicably and avoid the uncertainties of further litigation of these matters;

WHEREAS, the Parties, have reached a mutually agreeable means of resolving these matters that will settle and end these appeals.

NOW, THEREFORE, the Parties, intending to be legally bound, do hereby mutually agree to the Terms of the Agreement as follows:

TERMS OF AGREEMENT

1. All terms of this Agreement shall remain in effect for two (2) years from the Effective Date of this Agreement (the "Effective Period") unless otherwise set forth herein. The Effective Date shall be determined in accordance with paragraph 12 below.
2. For the duration of the settlement term of 2 years, Appellant agrees to the following:
 - a. Appellant shall maintain the Assistant Health and Wellness Director position and the newly created Nurse Supervisor positions. Appellant shall also continue to assign a Nurse Supervisor to each shift (6:00 a.m. – 2:00 p.m., 2:00 p.m. – 10:00 p.m., and 10:00 p.m. – 6:00 a.m. or such other schedule, provided that Appellant ensures 24-hour Nurse Supervisor coverage) to oversee medication management and resident care. Each of the Assistant Health and Wellness Director and Nurse Supervisor positions will be filled by a licensed practical nurse, registered nurse, or other similarly qualified medical practitioner. Either the Assistant Director of Nursing or a Nurse Supervisor will provide management and oversight of the medication administration process on each shift. Documentation shall be maintained of this enhanced staffing for review during any regulatory inspection during the Effective Period.
 - b. Upon Appellant's receipt of a provisional license and removal of the ban on resident admissions pursuant to this Agreement and for the duration of the Effective Period, Appellant agrees to stagger resident

admissions as follows:

- i) in any week where no current residents cease to reside at the Community, Appellant may admit as many as three (3) new residents;
- ii) in any week where one (1) current resident ceases to reside at the Community, Appellant may admit as many as four (4) new residents;
- iii) in any week where two (2) or more current residents cease to reside at the Community, Appellant may admit as many as five (5) new residents.

For avoidance of doubt, the above is structured to limit "net" move ins to no more than three (3) in any given week, but with a limit of five (5) new resident move ins per week. The total resident census may not exceed Appellant's established licensed capacity.

- c. Appellant agrees to employ an on-site Administrator who will be present at the Community for a minimum of 40 hours per week (excepting absences for vacations, illnesses, and other personal time) during the Effective Period. Appellant intends to appoint [REDACTED] who has served as the Appellant's Executive Director since [REDACTED] as the facility's new, full-time Administrator, effective no later than the Effective Date of this Agreement. The Department has no objection to [REDACTED] serving as the Community's Administrator. In the event that [REDACTED] is replaced as the Community's Administrator, Appellant shall ensure that any future Administrator will also be onsite for a minimum of 40 hours per week (excepting absences for vacations, illnesses, and other personal time) during the Effective Period.
- d. Appellant agrees to contract with an outside consultant to conduct periodic onsite monitoring for compliance with 55 Pa. Code Chapter 2600 for at least nine (9) months following the Effective Date. Documentation shall be maintained by Appellant of any periodic mock surveys completed by the consultant for review during any regulatory inspection during the Effective Period. The Department agrees to Appellant's proposed schedule to have its consultant conduct weekly monitoring visits for the first 45 days from the Effective Date, followed by twice monthly monitoring visits for the duration of the 9-month enhanced monitoring period. Appellant may schedule additional monitoring visits on an as-needed basis.

3. Appellant agrees to pay 20% of the fines imposed by the Department, which to date total \$193,860.00 imposed through the July 26, 2024 notice. In perfecting its fine appeal, Appellant submitted a \$500.00 toward this fine total, which the Department agrees to accept as partial payment toward the reduced fine total. Accordingly, the Department agrees to accept as full accord and satisfaction of the assessed fines an additional payment by Appellant of \$37,772.00 (20% of \$193,860.00, less the \$500.00 previously paid to perfect the fine appeal).
4. As consideration for Appellant's commitments as set forth in paragraphs 2 and 3 above, the Department agrees to issue Appellant a first provisional license with a term of six (6) months, effective upon Effective Date. Thereafter, Appellant shall be subject to inspections by the Department in the normal course.
5. Immediately upon issuance of the first provisional license pursuant to paragraph 4 above, the Department agrees to lift the total ban on new resident admissions and the Parties agree that for the duration of this Agreement, new resident admissions shall be limited pursuant to the terms set forth in paragraph 2.b above;
6. Appellant shall comply with all plans of correction approved by the Department and all directed plans of correction issued by the Department relating to all licensing inspection summaries dated January 2024 through the Effective Date of this Agreement ("Prior Plans of Correction"). On a case-by-case basis, the Appellant shall submit proposed end dates for specific Prior Plans of Correction, and the Department shall evaluate and approve such dates in accordance with reasonable standards.
7. This Agreement shall not be construed to reduce, limit or restrict the Department's authority to enforce applicable statutes and regulations, including but not limited to Article X of the Human Services Code, 62 P.S. §§ 1001 et seq.; 55 Pa. Code §§ 20.1 et seq.; and 55 Pa. Code §§ 2600.1 et seq.
8. Any material violation by the Parties of any of the term of this Agreement may be declared in writing to constitute a material breach of the Agreement, with the aggrieved party permitted to take any action it reasonably determines to be appropriate. Any declaration of a material breach of the Agreement and the resulting action by the aggrieved party shall be subject to the other party's right to request a hearing before BHA to resolve the allegation of material breach and the appropriateness of the responsive action.
9. Each party agrees that this Agreement shall not constitute an admission of wrongdoing, liability or fault by either party.
10. Each individual who executes this Agreement on behalf of a party represents that the individual is duly authorized to bind the party she or he represents.

11. This Agreement is based upon facts unique to this case and does not establish a precedent or otherwise bind the Department in any other action and shall not be construed as evidence of Department practice, policy or interpretation with respect to any dispute or issue.
12. The execution date of this Agreement is the date set forth on page one of this Agreement, which will be completed by counsel for the Department on the date the Department's counsel signs this Agreement.
13. The Parties to this Agreement have read and fully understand this Agreement and enter into the Agreement knowingly and voluntarily.
14. This Agreement constitutes the entire Agreement and understanding between the Parties relating to the specific matter contained herein and supersedes any prior Agreements, whether oral or written, with respect thereto. This Agreement may not be amended or modified in any respect whatsoever except in writing duly executed by an authorized representative of each of the Parties.
15. When this Agreement is executed, the Department shall file this Agreement in BHA, and such filing will constitute Appellant's withdrawal of the appeals at BHA Docket Nos. 034-24-0019 and 081-24-0001.
16. This Agreement is public information in accordance with 65 P.S. §§ 67.101 et seq.

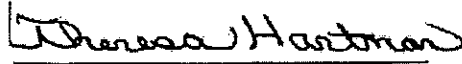
[Signature Page Follows]

WHEREFORE, the Parties hereby stipulate and agree to the above conditions and terms of settlement.



Jeremy Kaufman,
Authorized Signatory
KJ Bethel Park LLC
d/b/a The Sheridan at Bethel Park
Appellant

Date: 4-3-25



Theresa Hartman, Director
Bur. of Human Services Licensing
Department of Human Services

Date: 4/4/2025

And:



Gene K. Cuccarese, Esq.
Counsel for Dept. of Human Services

Date: April 7, 2025