



pennsylvania
DEPARTMENT OF HUMAN SERVICES

CERTIFICATE OF COMPLIANCE

This certificate is hereby granted to **CREEK SENIOR CARE LLC**

LEGAL ENTITY

To operate **THE BRIDGES AT BENT CREEK**

NAME OF FACILITY OR AGENCY

Located at **2100 BENT CREEK BOULEVARD, MECHANICSBURG, PA 17050**

(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 **130**
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 31**

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 **August 31, 2026** until **February 28, 2027**,
unless sooner revoked for non-compliance with applicable laws and regulations.

No: **333551**


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



Pennsylvania Department of Human Services

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
MAILING DATE: AUGUST 31, 2026

[REDACTED]
ATTN: BILL SNOW
[REDACTED]

RE: The Bridges at Bent Creek
2100 Bent Creek Boulevard
Mechanicsburg, Pennsylvania 17050
License/COC #: 333551

[REDACTED]:

In accordance with the Settlement Agreement signed by Creek Senior Care LLC and the Pennsylvania Department of Human Services on August 31, 2026, enclosed is a FIRST PROVISIONAL license, effective August 31, 2026, and 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".

Juliet Marsala
Deputy Secretary
Office of Long-term Living

Enclosures
License
Settlement Agreement

cc:

[REDACTED]

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

**IN THE APPEAL OF: THE BRIDGES AT BENT CREEK
BHA Docket No.: B-25-05-05627
Personal Care Home Licensure**

SETTLEMENT AGREEMENT

AND NOW, on this 31st day of August, 2026, Respondent, Commonwealth of Pennsylvania Department of Human Services (“Department” or “DHS”), Bureau of Human Services Licensing (“BHSL”), and Petitioner, The Bridges at Bent Creek (“Bridges”), in relation to the instant appeal, enter into this Settlement Agreement (“Agreement”) for the purposes of resolving the above-captioned matter. The Department and Bridges may be referred to individually and/or collectively as the “Party” or the “Parties,” unless otherwise noted.

WHEREAS, on May 9, 2025, the Department issued Bridges a letter indicating that it was revoking Bridges’ license pursuant to 62 P.S. §1026(b)(4);(5) and 55 Pa. Code §20.71(a)(2)-(6); and

WHEREAS, on or about May 15, 2025, Bridges appealed its license revocation to the Department’s Bureau of Hearings and Appeals (“BHA”), which was docketed as Case Number B-25-05-05627 (the “BHA Appeal”); and

WHEREAS, a Pre-Hearing Conference was held with BHA on July 30, 2025, whereupon agreement of the Parties the deadlines were stayed; and

WHEREAS, an Order was issued by BHA dated July 30, 2025 staying the matter for ninety (90) days; and

WHEREAS, a Pre-Hearing Conference was held with BHA on February 3, 2026, whereupon agreement of the Parties the deadlines were stayed yet again in order to give the Parties time to resolve this matter; and

WHEREAS, the Department and Bridges, to avoid the complexity, cost, and uncertainty of litigation, have agreed to resolve all issues related to the BHA Appeal in accordance with the provisions of this Agreement as more fully-set forth below; and

NOW, THEREFORE, in consideration of the foregoing, and intending to be legally bound, the Department and Bridges hereby enter into this Agreement as follows:

TERMS OF AGREEMENT

1. The foregoing recitals are incorporated into this Agreement.
2. All terms of this Agreement shall remain in effect for three (3) 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 23 below.
3. Bridges will maintain a sufficient ratio of medication technicians/nurses to residents in the form of at least one (1) medication passer per twenty-five (25) residents receiving mediations at such medication pass during waking hours (7:00am-7:00pm).
4. Bridges agrees to have a Wellness Leadership member or a licensed Wellness Nurse work three (3) overnight shifts per calendar month. For purposes hereof, “Wellness Leadership” shall include the Administrator/Executive Director, Wellness Director, Assistant Wellness Director, Memory Care Director, Regional Director of Operations/Wellness and Staffing and Training Coordinator.
5. Upon 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, Bridges agrees to stagger resident admissions as follows:
 - a. In any week where no current residents cease to reside at the facility, Bridges may admit as many as three (3) new residents;
 - b. In any week where one (1) current resident ceases to reside at the facility, Bridges may admit as many as four (4) new residents;

- c. In any week where two (2) or more current residents cease to reside at the facility, Bridges may admit as many as five (5) new residents.

For the 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 Bridges’ established licensed capacity.

6. As consideration for Bridges’ commitments as set forth above, the Department agrees to issue Bridges at first provisional license with a term of six (6) months, effective upon Effective Date. Thereafter, Bridges shall be subject to inspections by the Department in normal course.

7. Immediately upon issuance of the first provisional license pursuant to paragraph 6 above, the Department agrees to lift the total ban on new resident admissions and the Parties agree that for the duration of the six (6) month provisional license term, new resident admissions shall be limited pursuant to the terms as set forth in paragraphs 5(a)-(c) above.

8. Following the initial six (6) month provisional license term, Bridges will be issued a regular license only if the facility achieves an inspection at the end of the provisional term with only minor violations cited as determined by the Department. Upon issuance of a regular license to Bridges, the new resident admissions limitations set forth in paragraphs 5(a)-(c) will be terminated.

9. Bridges shall comply with all Plans of Correction (“POC”) approved by the Department and all directed POC issued by the Department relating to the licensing inspection summaries beginning March 24, 2025 through the Effective Date of this Agreement (“Prior Plans of Correction”).

10. If Bridges, after it is issued a regular license under paragraph 8, above, is subsequently issued a provisional license at any time during the three (3) year Effective Period,

the Department is authorized to limit new resident admissions pursuant to the terms as set forth in paragraphs 5(a)-(c) above.

11. In the event the Bridges facility is sold to a owner or licensee during the Effective Period that is under common ownership or control as Bridges, then the terms of this Agreement will transfer to said common owner or licensee. In the event the Bridges facility is sold to a new, unrelated owner or licensee, the terms of this Agreement will terminate. Bridges agrees that it carries the burden to establish that the facility was sold to persons or entities that constitute an unrelated owner or licensee. Bridges likewise agrees that whether the Bridges facility is sold to an unrelated owner or licensee, approval of the transaction and issuance of a new license to the new operator is within the sole discretion of the Department.

12. 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.

13. Except as specified herein, the Parties agree that this Agreement resolves and ends all issues, actions, and claims that were raised or that could have been raised in the BHA Appeal, and each Party hereby agrees to release the other Party and its executives, officials, employees, board members, agents, attorneys, and/or representatives from any and all actions, claims, and liability against the other Party, its executives, officials, employees, board members, agents, attorneys, and/or representatives, that have accrued, may accrue, or are derived from any issues, claims, and/or causes or action related to the BHA Appeal.

14. The Parties agree that the following issues, matters, and disputes are **not** resolved by this Agreement:

a. any charge, claim, or legal action of any sort that has been or may be made or brought by any state agency, other than the Department, or by any Federal agency against Bridges, its officials, agents, or representatives.

15. The parties agree that, except for a proceeding brought pursuant to Paragraph 17, below, this Agreement and any document prepared, drafted, or issued to implement the terms of this Agreement, shall not be offered into evidence or submitted to any judicial or quasi-judicial tribunal or any administrative agency, or otherwise used, in any action, appeal, or proceeding involving a dispute between Bridges and the Department about BHSL and/or Personal Care Home Licensing. Bridges agrees that any attempt by Bridges or its counsel to introduce or use this Agreement in any such matter, or to introduce or use any document prepared, drafted, or issued to implement the term of this Agreement in any matter, shall constitute a material breach of this Agreement.

16. The BHA shall have exclusive jurisdiction over any dispute that may arise with respect to the interpretation, application, or enforcement of the terms of this Agreement, subject to appellate judicial review.

17. In the event of a material violation of the terms of this Agreement, the Department shall immediately notify Bridges in writing. Thereafter, Bridges has fourteen (14) days from the date of the notification of the material violation to cure said violation. Failure by Bridges to cure within this timeframe will result in the Department declaring, in writing, that Bridges has committed a material breach of the Agreement. Any declaration of a material breach of the Agreement by the Department shall be subject to Bridges' right to request a hearing before BHA to resolve the allegation of material breach and the appropriateness of the responsive action.

18. This Agreement is governed by, and shall be interpreted and construed in accordance with, the laws of the Commonwealth of Pennsylvania, subject to the following:

a. This Agreement shall not be construed for or against any Party, but rather shall be given a fair and reasonable interpretation based upon the plain language of the Agreement and the expressed intent of the Parties.

b. This Agreement may not be altered, amended, or modified in any respect or particular whatsoever except by writing duly executed by an authorized representative of each of the Parties.

c. This Agreement shall not be construed as an admission or evidence of Department interpretation or policy on any issue, dispute, or claim resolved hereunder.

d. This Agreement is based upon facts unique to the above-captioned matter and does not establish a precedent or otherwise bind the Department in any other audit, review, investigation, or matter involving Bridges, any successor to Bridges, or any other BHSL licensee, or in any other action, appeal, or claim which is or may be filed in any forum by or on behalf of Bridges, any successor to Bridges, or any other MA provider; provided, however, that this subparagraph is subject to paragraph 11, above.

e. This Agreement shall not constitute an admission of wrongdoing or fault by any Party.

f. This Agreement is not binding on any other State agency or any Federal agency.

g. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such third party.

h. This Agreement constitutes the entire agreement and understanding between the Parties relating to the subject matter contained herein and supersedes all prior representations and agreements whether oral or written with respect thereto.

19. If any provision of this Agreement is held to be invalid or unenforceable by any judicial tribunal, quasi-judicial tribunal, or any administrative agency of competent jurisdiction, that determination shall not invalidate or render unenforceable any other provision of this Agreement.

20. Each Party shall bear its own costs and attorney fees.

21. The Parties may treat photocopies, electronic copies, and/or facsimile copies of handwritten signatures and handwritten dates appearing on this Agreement as originals.

22. Each individual who executes this Agreement on behalf of a party represents that the individual is duly authorized to bind the party [REDACTED] or [REDACTED] represents.

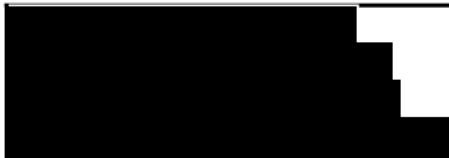
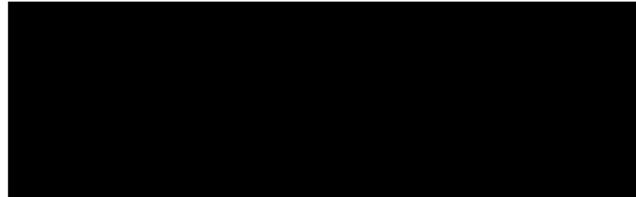
23. The effective and execution date of this Agreement is the date set forth on page one of this Agreement, which will be completed by counsel for the Department on the date Department's counsel signs the Agreement.

24. The Parties to this Agreement have read and fully understand this Agreement and enter into this Agreement knowingly and voluntarily.

25. Within five (5) calendar days after final execution of this Agreement, Bridges shall file this Agreement with BHA and such filing will constitute Bridges' withdrawal of its appeal at BHA Docket No. B-25-05-05627. To the extent such matters exist, Bridges also agrees to withdraw, discontinue, and end, with prejudice, all claims, actions, or matters pending in any other forum that, in any way, relates to the subject matter of the BHA Appeal, including, but not limited to, all claims that are encompassed by the May 9, 2025 letter.

26. This Agreement is public information in accordance with 65 P.S. § 67.101 *et seq.*

WHEREFORE, the Department and Bridges, intending to be legally bound through their duly authorized representatives, by signing below, AGREE to the above.



Camp Hill, PA 17011
Attorneys for Petitioner,
The Bridges at Bent Creek



Harrisburg, PA 17120
Attorney for the Respondent,
Department of Human Services

Date: August 28, 2026

Date: 8/31/26



Juliet Marsala
Deputy Secretary
Office of Long-Term Living
Department of Human Services
Forum Place
555 Walnut Street
Harrisburg, PA 17101

Date: 8/31/26