

PROOF OF SERVICE

I hereby state, to the best of my knowledge, information and belief, that a copy of the foregoing document was served upon all parties and/or attorneys of record in this matter by Inter-Departmental mail to those parties employed by the State of Michigan and by UPS/Next Day Air, facsimile, and/or by mailing same to them via first class mail and/or certified mail, return receipt requested, at their respective addresses as disclosed below this 3rd day of April 2017.

[Redacted]

Michigan Administrative Hearing System

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

STATE OF MICHIGAN
MICHIGAN ADMINISTRATIVE HEARING SYSTEM

In the matter of

██████████

Petitioner,

v

██████████
██████████

Respondent.

Docket No: 16-013017

Case No.: ██████████

Agency: Department of Licensing
and Regulatory Affairs

ALJ: Vicki L. Armstrong

SETTLEMENT AGREEMENT

On June 6, 2016, the Bureau of Community and Health Systems issued a *Notice of Intent to Revoke* the group child care home license of ██████████, License number ██████████ ("License"). ██████████ appealed that Notice and requested a hearing.

In settlement of all issues raised in the *Notice of Intent to Revoke*, the undersigned parties hereby agree:

- 1) ██████████ admits that the allegations of law and fact set forth in the *Notice of Intent to Revoke* are true and accurate.
- 2) The Department of Licensing and Regulatory Affairs, Bureau of Community and Health Systems ("Department") agrees to the dismissal of the *Notice of Intent to Revoke* issued against ██████████ License, pursuant to this Agreement.
- 3) This Agreement will be effective on the date of the signature by the representative of the Department ("Effective Date").
- 4) On the Effective Date, ██████████ License shall be modified to a second provisional status for a period of up to six (6) months ("Second Provisional Status Period"). At the expiration of the Second Provisional Status Period, the Department may renev ██████████ License on a provisional status for a third provisional status period of up to six (6) months ("Third Provisional Status Period"). ██████████ License shall not be issued as a regular license prior to the expiration of the Third Provisional Status Period.

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- 6) During any period in which [redacted] License is on a provisional status, the Department, at its sole discretion, will have unlimited authority to monitor, investigate, examine and inspect the group child care home, as well as the entire house in which the group child care home is located, including without limitation random, unannounced visits. [redacted] shall cooperate in providing access as requested by the Department.
- 6) [redacted] shall comply with all applicable Michigan statutes and rules, as amended from time to time, including without limitation:
 - a. [redacted] shall maintain a ratio of caregiving staff to children present in the group child care home within the requirements of one caregiver to six children excluding related children over the age of seven years, as provided by R400.1910(1)(a)(b)(c) ("Ratio") and;
 - b. [redacted] shall ensure that the number of unrelated children in care at any one time does not exceed 12 unrelated children, pursuant to the requirements set forth in R400.1908(2) ("Capacity").
- 7) If, on or after the Effective Date, [redacted] violates any statute or rule pertaining to Ratio or Capacity, such violation shall constitute a danger to the public health, safety or welfare and the Department may summarily suspend [redacted] License.
- 8) [redacted] shall cooperate with the Department and the Department may take further disciplinary action against [redacted] License if she fails to comply with the terms of the Settlement Agreement.
- 9) [redacted] waives her right to appeal the June 6, 2016 Notice of Intent to Revoke her License, and an administrative hearing will not be held in this matter.
- 10) [redacted] has read this Agreement carefully and understands its terms. [redacted] has been advised by counsel, or had the opportunity to be advised by counsel, in the negotiation, execution, and delivery of this Agreement.

[redacted] _____
 Licensee Date 3/31/2017.

Mark Jansen 3/28/17
 Mark Jansen, Director Date
 Child Care Licensing Division
 Bureau of Community and
 Health Systems