



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

March 7, 2025

Anita Anderson
4791 E. Mt. Garfield Rd.
Fruitport, MI 49415

RE: License #: AS610401614
Investigation #: 2025A0357015
Woodland Gardens

Dear Anita Anderson:

Attached is the Special Investigation Report for the above referenced facility. Due to the violations identified in the report, a written corrective action plan is required. The corrective action plan is due 15 days from the date of this letter and must include the following:

- How compliance with each rule will be achieved.
- Who is directly responsible for implementing the corrective action for each violation.
- Specific time frames for each violation as to when the correction will be completed or implemented.
- How continuing compliance will be maintained once compliance is achieved.
- The signature of the responsible party and a date.

If you desire technical assistance in addressing these issues, please contact me. In any event, the corrective action plan is due within 15 days. Failure to submit an acceptable corrective action plan will result in disciplinary action.

Please review the enclosed documentation for accuracy and contact me with any questions. In the event that I am not available, and you need to speak to someone immediately, please contact the local office at (616) 356-0100.

Sincerely,

Arlene B. Smith

Arlene B. Smith, MSW, Licensing Consultant
Bureau of Community and Health Systems
Unit 13, 7th Floor
350 Ottawa, N.W.
Grand Rapids, MI 49503
(616) 916-4213

enclosure

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMUNITY AND HEALTH SYSTEMS
SPECIAL INVESTIGATION REPORT**

I. IDENTIFYING INFORMATION

License #:	AS610401614
Investigation #:	2025A0357015
Complaint Receipt Date:	01/15/2025
Investigation Initiation Date:	01/17/2025
Report Due Date:	03/16/2025
Licensee Name:	Anita Anderson
Licensee Address:	4791 E. Mt. Garfield Rd. Fruitport, MI 49415
Licensee Telephone #:	(231) 760-3023
Administrator:	Anita Anderson
Licensee Designee:	N/A
Name of Facility:	Woodland Gardens
Facility Address:	4791 E Mt Garfield Rd Fruitport, MI 49415
Facility Telephone #:	(231) 366-7092
Original Issuance Date:	06/30/2020
License Status:	REGULAR
Effective Date:	01/23/2025
Expiration Date:	01/22/2027
Capacity:	6
Program Type:	AGED

II. ALLEGATION(S)

	Violation Established?
Resident A reports the owner has increased her rent and he yells at her that she needs to pay more money.	No
Additional Findings	Yes

III. METHODOLOGY

01/15/2025	Special Investigation Intake 2025A0357015
01/17/2025	Special Investigation Initiated - Telephone
02/12/2025	Contact - Telephone call made to Stephanie Kindle, APS staff at DHHS. Muskegon left message.
03/04/2025	Contact - Telephone call made To Stephanie Kindle, APS, Muskegon, County. Left Message to call me.
03/04/2025	Inspection Completed On-site
03/04/2025	Contact - Face to Face Interview with Resident A and Mr. Ronald Langford. Interview with Direct Care Staff, Kristina Wagner.
03/04/2025	Contact Documents Received Resident A's Health Care Appraisal, her assessment plan, her Resident Care Agreement, Notice to Vacate 02/06/2024, letter concerning payment, and Resident Funds Part II.
03/05/2025	Contact- telephone to Stephanie Kindle, APS at DHHD, Muskegon, MI left message to call me.
03/06/2025	Telephone exit conference with Licensee, Anita Anderson.

ALLEGATION: Resident A reports the owner has increased her rent and he yells at her that she needs to pay more money.

INVESTIGATION: On 01/17/2025, I received a letter from Stephanie Kindle, Adult Protective Services, Department of Health and Human Services, Muskegon, County. Her letter read; *'Information: (Resident A) (77) has unknown diagnoses. (Resident A) resides in a group home. (Resident A) is being harassed by the owner Juan*

Lankford. Every month when (Resident A) pays her rent, Juan comes into (Resident A's) room and yells at her saying she needs to pay him more money. One month the rent is \$3,000, the next month it is \$4,500. (Resident A) is only paying \$3,000. Because she cannot afford more than that. The harassment upsets (Resident A) and she cries. (Resident A) is scared of Juan. It is unknown if (Resident A) signed a lease when she moved in. (Resident A) has been staying at the home for about a year. They agreed upon amount for rent was \$2,000, then Juan said the rent was \$3,000 and now he saying it is \$4,5000. Juan is also trying to force (Resident A) to sell the home she owns to him.'

There is no staff or owner for this facility named "Juan". The owner's name is Ronald Lankford.

On 03/04/2025, I made an unannounced inspection of the home. I interviewed Resident A. She explained when she moved in, she agreed with Mr. Lankford that her rent was \$750.00 weekly. Then she reported that Mr. Lankford wanted \$3,000. I asked her if she had signed a Resident Care Agreement, and she did not remember. I asked her if she had received a copy of the Resident Care Agreement, and she said no. She did not seem to know what I was talking about. She went on to say that Mr. Lankford came in one day and told her that his accountant said she owed \$7,000.00. She said she asked for evidence, and he gave her a copy, not the original but a copy, which she was very upset about. She was unable to provide me with this document. Then she asked me to go to the front door and bring back the new pamphlet on Woodland Gardens. I did get the pamphlet, and she pointed to the section entitled "Your Monthly Cost of Care." It read as follows: *'The cost of care at Woodland Gardens ranges between \$3,500 and \$5,500. Our management team is committed to working with you to determine a final cost that fits your budget and ensures you receive the care you need.'* She said Mr. Lankford asks her to pay \$3,500. I asked her if she had signed a new Resident Care Agreement with a new amount for her rent. She did not remember signing such a document. Then she reported that Mr. Lankford had given her a discharge notice for non-payment, but she had no idea when it was and then she said he gave her another notice, (unknown date). She went on to report that he wanted an extra \$500, and she said she could not pay it until she had a chance to see how much money was in her checking account. I asked her if she could show me her bank statement so we could review what she had paid for her rent. She didn't really look for them and she changed the subject. She stated that Mr. Lankford comes in and closes the door to her room and yells at her. I asked her how often this has happened, and she did not know. She also reported that he has told her he wants to buy her home.

On 03/04/2025, I met with Mr. Lankford, and he explained that he is responsible for Management and Sales, and he does all of the maintenance, in addition to being the owner of the property along with his wife, Anita Anderson, the Licensee. He reported that the APS worker, Stephanie Kindle had been to the home recently to speak with Resident A and then to him. He said he told Ms. Kindle that he did not yell at Resident A and he has not changed her rent since she move in, in October

2023. He said he has never offered to buy her home. He reported that Ms. Kindle told him that she had explained to Resident A that she either pay the amount of her rent or find a new place to live. I asked him if he had yelled at Resident A and he denied yelling at her.

We then reviewed Resident A's AFC-Resident Care Agreement (RCA) signed by Resident A and Kate Sterling for the Licensee on 10/05/2023. Mr. Lankford explained that Ms. Sterling is their business manager. The RCA indicated the basic amount was recorded as \$750 weekly, which he said totals \$3,250 a month. On this same document, where it states: *'The basic fee includes the following basic services:'* The following was written in: *'Medication management, housekeeping, laundry services, personal care assistance (showering, oral, hygiene, dressing.) Toileting assistance.'*

He stated that Resident A was behind in her rent for December 2023. He provided me with a copy of a letter dated 02/06/2024 that read: *'RE: NOTICE TO VACATE, Dear (Resident A), Please be advised that this letter serves as notice that you will need to vacate Woodland Gardens Fruitport located at 4791 E. Mount Garfield Rd., Fruitport, MI 49415. You must vacate the premises by 2/12/2024. Eviction notice is due to non-payment for services. You are in default three (3) weeks for a total amount of \$2,250. If you have questions, please call ...Sincerely, Kate Sterling COO'*

Then he reported that Resident A was behind in her rent again in December 2024. He provided me with his document entitled: *'Resident Agreement, Woodland Gardens Fruitport, January 1, 2025, Agreement between (Resident A) and Woodland Gardens Fruitport. WG will keep (Resident A) as a resident at \$3,250 per month for 6 months (July 1, 2025). Rent is due on the first of each month. (Resident A) agrees to immediately pay \$250 for balance of Dec. 2024. (Resident A) agrees to immediately pay \$3,250 for Jan 2025 rent. Total now due; \$3,500. February rent is due the 1st of February. On the 5th a late fee of 5% will be added (\$162. 50). (Resident A) agrees to make her monthly payments ON TIME.'* At the bottom of the document was the initials KW, (Kristina Wagner-Direct Care Staff) as a witness with the date of 01/24/25 and Resident A's signature dated 01/24/25. Mr. Lankford stated that he has never changed Resident A's rate since she moved in. He denied that he had demanded that Resident A pay \$7,000, or \$500. He also said that Resident A told him she plans to move out in May 2025, but this was not in writing, and he has not heard anything else about her moving out.

On 03/04/2025, I conducted an interview with Kristina Wagner, Direct Care Staff. She stated she has worked in the home for six months. She explained that Mr. Lankford asked her to sit in when he gave Resident A the letter which explained what she owed. Ms. Wagner stated that he was polite to Resident A and it went well. She said Resident A agreed and signed the document. I asked her if she had heard Mr. Lankford yell at Resident A and she reported that his voice can get loud at times, but she has not heard him yell at Resident A.

On 03/04/2025, I asked Mr. Lankford if I could review the Resident Funds Part II for Resident A. He provided them to me, and we discussed the documentation. He stated that the former Administrator, Stefen Bullerman, was anticipating that their license renewal was coming up and therefore he completed the Resident Funds Part II to demonstrate that they had completed the required documentation for payment for rent for Resident A. Starting in 10/23 though 12/19/2024, the payment of \$750.00 was recorded for each week. Mr. Lankford stated that Mr. Bullerman had falsified the documents because Resident A did not pay every week for her rent.

On 03/04/2025, I conducted an interview with Resident B whose room is right next door to Resident A's. I asked him if had heard Mr. Lankford yell at Resident A and he said "no." I asked him if Mr. Lankford had ever yelled at him and he said "no." I asked if he had heard Mr. Lankford yell at any other residents and he said "no".

On 03/04/2025, I attempted to interview Resident C but due to her mental condition she was unable to contribute to the investigation.

On 03/06/2025 I conducted a telephone exit conference with the Licensee, Anita Anderson and she agreed with my findings.

APPLICABLE RULE	
R 400.14301	Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician's instructions; health care appraisal.
	(6) At the time of a resident's admission, a licensee shall complete a written resident care agreement. A resident care agreement is the document which is established between the resident or the resident's designated representative, the responsible agency, if applicable, and the licensee and which specifies the responsibilities of each party. A resident care agreement shall include all of the following: (b) A description of services to be provided and the fee for the service.
ANALYSIS:	Resident A reported that Mr. Lankford tells her that she needs to pay more money for her rent. She states that they agreed on \$750.00 per week. She signed the Resident Care Agreement on 10/25/2023 but does not remembering signing it. She referenced the pamphlet about the home that listed the rent between \$3,500 and \$5,500. According to the signed letter from Stephanie Kindle, APS, Resident A reported to her that her rent amount was \$2,500, then it was \$3,000 and now Mr. Lankford wants \$4,500. This is inconsistent with what Resident A reported to me.

	<p>Mr. Lankford stated that Resident A's rent was set on the Resident Care Agreement at \$750 weekly and Resident A signed the document on 10/05/2023. He stated that her rent has not changed since that date. He confirmed that he did a new "Resident Agreement" dated 01/01/25 that stated he will keep Resident A's rent at \$3,250 per month for six months and Resident A signed the document. He denied demanding that she pay \$7,000 or \$500. He acknowledged that he had informed Resident A that a 5% charge of \$162.50 would be added if her rent was not paid on the first of each month.</p> <p>During this investigation there was no evidence found that Resident A's amount for her rent had been changed without proper notification. Resident A reported different amounts for her rent to Stephaine Kindle, APS then she provided to me which indicated that she is experiencing some confusion. There is not a rule violation found in this complaint.</p>
CONCLUSION:	VIOLATION NOT ESTABLISHED

APPLICABLE RULE	
R 400.14308	Resident behavior interventions prohibitions.
	<p>(2) A licensee, direct care staff, the administrator, members of the household, volunteers who are under the direction of the licensee, employees, or any person who lives in the home shall not do any of the following:</p> <p>(f) Subject a resident to any of the following:</p> <p>(ii) Verbal abuse.</p>
ANALYSIS:	<p>Resident A reported the owner has increased her rent and he yells at her that she needs to pay more money.</p> <p>Resident A reported to Stephanie Kindle, APS and to me that Mr. Lankford yells at her that she needs to pay more money.</p> <p>Direct Care Staff, Kristina Wagner, reported that she has not heard Mr. Lankford yelling at Resident A.</p> <p>Resident B denied hearing Mr. Lankford yell at Resident A.</p> <p>Mr. Lankford denied that he has yelled at Resident A.</p> <p>During this investigation there was no evidence found that Mr.</p>

	Lankford had yelled at Resident A. Therefore, there is not a violation to this rule of verbal abuse against Resident A.
CONCLUSION:	VIOLATION NOT ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION: On 03/04/2025, when I met with Mr. Lankford, I asked to see the annual Resident Care Agreement for Resident A and he reported that he could not find one in her file. He explained that Mr. Bullerman, the former administrator, who no longer works for him, would have been responsible for completing it. He acknowledged that there was not an annual Resident Care Agreement for Resident A. He stated that the document for Resident A, dated on 01/01/2025 was to confirm her rent was to be \$3,250, per month and was due on the first of each month. He stated that this document explained that if the rent is not paid on the first, there will be a late fee of 5% (\$162,50) starting the 5th day. Resident A signed this document on 01/24/2025. He stated that the amount of \$3,250 was not a change of her original amount in the Resident Care agreement of \$750.00 per week.

On 03/06/2025 I conducted a telephone exit conference with Anita Anderson the Licensee, and she agreed with my findings.

APPLICABLE RULE	
R 400.14301	Resident admission criteria; resident assessment plan; emergency admission; resident care agreement; physician’s instructions; health care appraisal. (9) A Licensee shall review the written resident care agreement with the resident or the resident’s designated representative and responsible agency, if applicable, at least annually or more often if necessary.
ANALYSIS:	It was reported the Licensee failed to review the Resident Care Agreement form with the Resident A on an annual basis. Resident A signed the original Resident Care Agreement on 10/05/2023 and there was not an updated Resident Care Agreement completed after that date. Mr. Lankford acknowledged that his former administrator Mr. Bullerman had not completed an updated Resident Care Agreement. Therefore, there is a violation to the rule.
CONCLUSION:	VIOLATION ESTABLISHED

ADDITIONAL FINDINGS:

INVESTIGATION: On 03/04/2025, I requested to see Resident A's Resident Funds Part II which includes recording for payment. These forms were provided, and they were completed starting from 10/05/2023 through 12/19/2024 and \$750 was written in for every week. Mr. Lankford reported that Mr. Bullerman was the administrator, and he was responsible for completing them. He thought that since the renewal inspection was coming due that Mr. Bullerman had just written the amount in to demonstrate that the form was completed as was required. He went on to report that Mr. Bullerman had falsified the documents because he had written in every week the payment of \$750, which was incorrect. He reported that Mr. Bullerman's employment was terminated on 02/09/2025 for lack of suitability. In addition, there were no entries for payment of Resident A's rent since the date of 12/19/2024 and I reviewed these documents on 03/04/2025.

On 03/06/2025 I conducted a telephone exit conference with the Licensee Anita Anderson, and she agreed with my findings.

APPLICABLE RULE	
R 400.14315	Handling of resident funds and valuables.
	(3) A licensee shall have a resident funds and valuables transaction form completed and on file for each resident. A department form shall be used unless prior authorization for a substitute form has been granted, in writing by the department.
ANALYSIS:	<p>On 03/04/3035, I reviewed Resident A's Resident Funds Part II and found that they had weekly entries indicating her rent payment of \$750 from 10/05/2023 through 12/19/2024.</p> <p>Mr. Lankford stated that Mr. Bullerman had falsified the documents because he wanted to demonstrate that the forms were completed for the renewal inspection. He confirmed that Resident A had not made her rent payments on a weekly basis. In addition, there were no entries since 12/19/2024 for Resident A's renal payment.</p> <p>During this investigation there was evidence found that the required Resident A's Resident Funds Part II were not completed accurately for her entire stay at the facility, and they had not been maintained since 12/19/2024. Therefore, there is a violation to the rule.</p>
CONCLUSION:	VIOLATION ESTALISHED

IV. RECOMMENDATION

I recommend the Licensee provide an acceptable Plan of correction the license remain the same.

Arlene B. Smith

03/07/2025

Arlene Smith
Licensing Consultant

Date

Approved By:

Jerry Hendrick

03/07/2025

Jerry Hendrick
Area Manager

Date