



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

MARLON I. BROWN, DPA
DIRECTOR

September 3, 2025

Wendy Demarest
4790 Scottdale Road
St Joseph, MI 49085

RE: License #: AS110075130
Investigation #: 2025A0790033
Gilead Home

Dear Ms. Demarest:

Attached is the Special Investigation Report for the above-referenced facility. No substantial violations were found.

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

Sincerely,

A handwritten signature in cursive script that reads "Rodney Gill".

Rodney Gill, Licensing Consultant
Bureau of Community and Health Systems
Unit 13, 7th Floor
350 Ottawa, N.W.
Grand Rapids, MI 49503
gillr@michigan.gov
(517)980-1433

enclosure

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

I. IDENTIFYING INFORMATION

License #:	AS110075130
Investigation #:	2025A0790033
Complaint Receipt Date:	07/08/2025
Investigation Initiation Date:	07/08/2025
Report Due Date:	09/06/2025
Licensee Name:	Wendy Demarest
Licensee Address:	4790 Scottdale Road St Joseph, MI 49085
Licensee Telephone #:	(269) 429-0097
Administrator:	Wendy Demarest
Name of Facility:	Gilead Home
Facility Address:	4790 Scottdale Road Saint Joseph, MI 49085
Facility Telephone #:	(269) 428-2238
Original Issuance Date:	05/14/1997
License Status:	REGULAR
Effective Date:	10/18/2023
Expiration Date:	10/17/2025
Capacity:	6
Program Type:	PHYSICALLY HANDICAPPED DEVELOPMENTALLY DISABLED MENTALLY ILL ALZHEIMERS AGED, TRAUMATICALLY BRAIN INJURED

II. ALLEGATION(S)

	Violation Established?
Residents were not given a 30-day Discharge Notice per their <i>Resident Care Agreement</i> .	No

III. METHODOLOGY

07/08/2025	Special Investigation Intake 2025A0790033
07/08/2025	APS Referral is not necessary because Adult Protective Services has already received a referral regarding the allegation and the referral was denied.
07/08/2025	Special Investigation Initiated - Telephone I interviewed Adult Protective Services (APS) worker John Wheeler.
07/08/2025	Contact - Telephone call made Interviewed Guardian D1.
07/14/2025	Inspection Completed On-site I interviewed licensee Wendy Demarest.
07/14/2025	Contact - Telephone call made I interviewed Designated Representative A1.
07/14/2025	Contact - Telephone call made I called Guardian B1. I left a voicemail message requesting a return call.
07/14/2025	Contact - Telephone call made I called Designated Representative C1. I left a voicemail message requesting a return call.
07/14/2025	Contact - Telephone call made I interviewed Designated Representative C1.

07/17/2025	Contact - Telephone call made Case conference with supervisor Russell Misiak.
07/09/2025	Contact - Telephone call made I called Guardian B1. I left a voicemail message requesting a return call.
07/29/2025	Contact - Telephone call made I interviewed DCSM Brenda Shelton.
07/29/2025	Exit Conference with licensee Wendy Demarest.
07/30/2025	Contact - Telephone call made I interviewed Guardian B1.
07/30/2025	Special Investigation Full Compliance

ALLEGATION:

Residents were not given a 30-day Discharge Notice per their *Resident Care Agreement*.

INVESTIGATION:

On 7/8/25, I reviewed a Michigan Department of Licensing and Regulatory Affairs – Bureau of Community and Health Systems Online Complainant Form dated 7/3/25. The complaint indicated case manager(s) from CareWell Services Southwest Area Agency on Aging were notified on 6/26/25 that Gilead Home would be closing their doors on 07/07/25.

The complaint indicated residents were not given a 30-day Discharge Notice per their *Resident Care Agreement*. Licensee Wendy Demarest made arrangements for Resident B and Resident C to transfer to another facility. Ms. Demarest did not inform Guardian B1 that the facility would be closing on 7/7/25 via a 30-day Discharge Notice. Ms. Demarest did not notify Guardian E1 of the impending

closure of the facility and that Resident E would need to be relocated to another facility by the 7/7/25 closure date via a 30-day Discharge Notice.

The complaint indicated that licensee Wendy Demarest had already made arrangements for Resident B and Resident C to transfer to another home.

On 7/8/25, I interviewed APS worker John Wheeler via phone. Mr. Wheeler stated Adult Protective Service received a referral regarding the residents being informed of their impending discharge on 7/7/25 and not receiving a 30-day Discharge Notice because there was substantial risk to the residents due to the inability of the home to meet the residents' needs. Mr. Wheeler stated the referral was denied.

Mr. Wheeler also indicated that Ms. Demarest reached out to him directly, informing him of the need to discharge the residents because there was substantial risk to the residents due to the inability of the home to meet the residents' needs. Mr. Wheeler indicated that Ms. Demarest reached out to him via phone.

On 7/8/25, I interviewed Guardian D1 via phone. Guardian D1 informed me that Resident D resided at the facility and Ms. Demarest found alternative placement for Him and other residents.

Guardian D1 said he has no concerns regarding the care Resident D received while living at the facility or the way Ms. Demarest handled the process of discharging the residents given the circumstances involved. He said Ms. Demarest found a very nice facility for Resident D to live in.

On 7/14/25, I conducted an unannounced onsite investigation. I interviewed licensee Wendy Demarest. Ms. Demarest explained that she is currently in litigation attempting to regain full ownership of Gilead Home. She said an individual named David Elmore brought his attorney to the intensive care unit (ICU) and had her sign a land contract giving him ownership interests in the facility when she was mentally incapacitated and unable to make such a decision. Ms. Demarest stated sometime after she signed the land contract, Mr. Elmore had his attorney contact the residents designated representatives / guardians telling them they needed to begin sending the residents' room, board, and personal care payments directly to him.

Ms. Demarest said after signing the land contract, she continued to handle the day-to-day responsibilities of managing the facility and ensuring the residents were adequately cared for.

Ms. Demarest stated David Elmore, through his company Higher Power GEC, stopped making payroll on or about 6/6/25. She said Mr. Elmore stopped paying the direct care staff members (DCSMs) on that date without any warning and she had no funds to pay them. Ms. Demarest stated Mr. Elmore kept dangling carrots by telling DCSMs that they would all be paid in full soon, so the DCSMs continued to arrive for their shifts and care for the residents without pay. She said Mr. Elmore

finally indicated on or about 6/16/25 that the money to pay DCSMs was stolen but continued to indicate the DCSMs would eventually be paid in full. Ms. Demarest said after weeks of working without pay, the DCSMs were unable to continue caring for the residents without an income and informed her they would no longer be showing up for their scheduled shifts. She said several DCSMs were facing eviction and had to find alternative employment immediately to avoid losing their housing. Ms. Demarest stated she remained in contact with the residents' case managers from CareWell Services and with their designated representatives / guardians and attempted to keep them aware of what was happening to the best of her ability. Ms. Demarest said things escalated very quickly and she was unable to provide 30-day Discharge Notices to the residents designated representatives / guardians. Ms. Demarest stated the last resident found alternative placement and was discharged on 7/9/25. She said she located appropriate alternative placement options for all the residents, complied with the facility's discharge procedures, and assisted with the admission process for most of the residents.

Ms. Demarest said all but one of the residents found suitable placement within the timeframe required. Ms. Demarest said Family Members F1 and F2 felt it best for Resident F to remain at the facility and agreed to pay for Resident F's care themselves. She explained that Resident F will remain at the facility while his family members are willing to pay for his room and board and personal care using their own funds.

On 7/14/25, I interviewed Designated Representative A1 and Designated Representative C1 via phone. Designated Representative A1 stated he was informed the facility was purchased and under new ownership approximately a year and a half ago. However, Ms. Demarest retained the responsibility of the day-to-day managing of the facility and ensuring the residents were adequately cared for.

Designated Representative A1 and Designated Representative C1 both stated that Resident A and Resident C received good care while living at the facility and have no concerns. They both indicated that Ms. Demarest assisted with finding alternative placement for Resident A and Resident C and have no concerns. Designated Representative A1 and Designated Representative C1 both indicated they are happy with the facility Ms. Demarest found for Resident A and Resident C.

On 7/29/25, I reviewed a Property Transfer Affidavit dated 2/26/24 and Land Contract dated 2/2/24 showing licensee Wendy Demarest as the seller and Higher Powers GEC as the buyer of the property located at 4790 Scottdale Road St. Joseph, MI 49085.

The Land Contract indicated the seller hereby sells and agrees to convey unto the purchaser all that certain pieces or parcels of land situated in the Township Royalton, County of Berrien, State of Michigan, commonly known as 4790 Scottdale Road St. Joseph, MI 49085. The Land Contract goes on to describe in detail everything that Ms. Demarest allegedly agreed in sound mind to sell to Mr.

Elmore under his business Higher Power GEC including the following: As part of this contract, Wendy Demarest, also sells all her business interests in long-term care business she owns and operates at this property, along with any and all property associated with, whether tangible or intangible, located on this property, and all the assets of Gilead Elder Care, LLC, which she is the 100% sole owner of, to Purchaser, giving him the right to operate and keep all future income from said operations, with the exception of any outstanding accounts receivables owed to her or Gilead Elder Care, LLC accrued before this date, as long as he is not in default of the terms of this contract.

On 7/29/25, I reviewed a letter from Ms. Demarest's attorney Peter Smith dated 3/18/25. The letter indicated that Mr. Smith is representing Ms. Demarest as she is involved in a legal dispute with David Elmore over ownership of Gilead Home and the land on which the facility is situated. The letter went on to describe the reason for the legal dispute.

The letter indicated on 2/2/24, when the Land Contract was signed by Ms. Demarest, Ms. Demarest was a patient in the critical care unit at Lakeland Hospital in St. Joseph, MI. for treatment of septic shock, which is a life-threatening condition that occurs when an infection triggers a widespread inflammatory response, leading to dangerously low blood pressure and organ damage.

The letter goes on to indicate that Ms. Demarest has no memory of meeting with the attorney who presented the land contract and has no memory of signing the land contract on the date it was presented. Ms. Demarest maintains that, had she been mentally and physically competent, she would not have signed the land contract for the sale of Gilead.

The letter indicated that Ms. Demarest's medical records support her assertion of Incompetency on 2/2/24 when the Land Contract was signed. On the date of her signature, Ms. Demarest's medical chart shows that she was seen for palliative care by a palliative nurse practitioner (N/P)/consultant. The consultant notes in Wendy's medical chart that, On 2/2/24:

- "Attempted to speak with pt, but pt somnolent and falls asleep with each question." "Pt not able to stay awake for interview." "Pt does not have capacity for decision making."

Mr. Smith's conclusion is that Ms. Demarest was clearly mentally and physically incapable of contracting on the date of the land contract in question.

On 7/29/25, I interviewed DCSM Brenda Shelton who functioned as the home manager via phone. Ms. Shelton stated they were forced to discharge the residents because David Elmore, through Higher Power GEC, stopped paying the DCSMs. She said Mr. Elmore was misleading the DCSMs and making them believe they would eventually get paid many weeks later. Ms. Shelton said the

DCSMs worked for as long as they could without pay, but they finally had to search for and secure alternative employment opportunities.

Ms. Shelton stated they currently have one resident left at the facility that is private pay. She said the resident has family who are paying for the resident's room, board, and direct care services out of pocket. Ms. Shelton stated the family members were concerned that moving the resident after so long may cause undue stress because of his diagnoses. Ms. Shelton indicated she is a registered nurse and assisting with the care of Resident F.

Ms. Shelton stated she and Ms. Demarest were able to find alternative placement for the other residents and they are all doing well.

On 7/30/25, I interviewed Guardian B1. Guardian B1 stated she was informed on 6/27/25 by CareWell Services of Southwest Michigan who works with Resident B that Resident B was being discharged and had to be relocated by 7/9/25. Guardian B1 stated Ms. Demarest, Ms. Shelton, and Carewell Services facilitated Resident B's discharge and admission to A Place Called Home located in Stevensville, MI. Guardian B1 stated A Place Called Home is an excellent facility and Resident B is doing well there. Guardian B1 stated Resident B received good care while living at the facility and have no concerns.

APPLICABLE RULE	
R 400.14302	Resident admission and discharge policy
	(3) A licensee shall provide a resident and his or her designated representative with a 30-day written notice before discharge from the home. The written notice shall state the reasons for the discharge. A copy of the written notice shall be sent to the resident's designated representative and responsible agency. The provisions of this subrule do not preclude a licensee from providing other legal notice as required by law.
ANALYSIS:	<p>Based on the information gathered during this special investigation through review of documentation, face-to-face observation, and interviews with Mr. Wheeler, Guardian D1, Ms. Demarest, Designated Representative A1, Designated Representative C1, Guardian B1, and Ms. Shelton there was evidence found indicating that the licensee did not provide the residents designated representatives with a 30-day written notice before discharge from the home.</p> <p>However, licensing rule R 400.13302(4) indicates a licensee may discharge a resident before providing the resident's designated representative with a 30-day written notice before</p>

	<p>discharge when the licensee has determined and documented that the following exists: (a) substantial risk to the resident due to the inability of the home to meet the resident's needs or assure the safety and well-being of other residents of the home.</p> <p>The totality of information gathered during this special investigation determined that substantial risk to the residents did indeed exist due to the inability of the home to meet the residents' needs, and it was necessary for Ms. Demarest to locate alternative placement and discharge the residents prior to providing the residents designated representatives with a 30-day written notice.</p>
CONCLUSION:	VIOLATION NOT ESTABLISHED

On 7/29/25, I conducted an exit conference with licensee Wendy Demarest. Ms. Demarest had nothing to add and did not dispute the findings of this special investigation.

IV. RECOMMENDATION

I recommend that the status of the license remains the same.

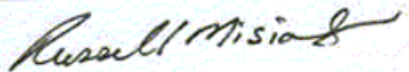


7/30/25

Rodney Gill
Licensing Consultant

Date

Approved By:



9/3/25

Russell B. Misiak
Area Manager

Date