

March 27, 2026

VIA EMAIL ONLY

Renata Smith, Executive Director
Gary and Mary West PACE
1706 Descanso Avenue
San Marcos, CA 92078

RE: PACE program complaint

Dear Renata Smith:

The Department of Health Care Services (DHCS) investigated Gary and Mary West Program of All-Inclusive Care for the Elderly (PACE) based upon a complaint DHCS received on August 1, 2025, regarding participant [REDACTED]. The alleged complaints include the following:

Coordination of care post hospital discharge.

- Delivery of medication delayed.
- No follow-up appointments by PO.
- Request for home care not addressed.

Referrals and services not delivered.

- Dermatology and GI consultation appointments were not scheduled.
- Urology referral delayed despite participant reporting symptoms.
- Oncology referral not made.

Negligence.

- Significant weight loss (Beginning November 2024)
- Refusal to authorize biopsy post urology test.
- Pain was not managed adequately.
- The participant did not receive medication until 4 days after hospital discharge on 7/11/25. The daughter had to speak to the grievance coordinator to report before medication was delivered.
- The family was unaware of the participant's whereabouts after GMW PACE transportation dropped him off at Cystoscopy appointment unaccompanied on July 18, 2025, at 1pm. Lack of communication from and with transport.
 - The family received a call in the evening from the participant at the Emergency department. The participant collapsed outside the building after appointment, while waiting for PACE transportation pickup.
 - PO did not inform the family.
 - The family inquired about why they were not notified. The PO grievance coordinator said she will look into it.



Disenrollment from PACE program.

- Family's request for participant to disenroll verbally approved by PO.
- Later family informed disenrollment request rescinded by PO's leadership. PO is requesting participant to verbalize request for disenrollment

Inaccurate record keeping of blood pressure and medications.

PO has failed to pay bills that were sent to participant.

As a result of this investigation, DHCS has identified PACE programmatic deficiencies which have been noted on the enclosed Corrective Action Plan (CAP). These deficiencies require prompt remediation by Gary and Mary West PACE.

Pursuant to 42 Code of Federal Regulations §460.42, a CAP addressing the deficiencies must be reviewed and approved by DHCS. Please submit a completed CAP to PACECompliance@dhcs.ca.gov within 30 days of the date of this letter.

DHCS would like to thank you for your cooperation during this investigation. We acknowledge your continued efforts towards building relationships with PACE participants and ensuring appropriate care is provided.

If you have any questions or concerns, please contact Bianca Pernice, Nurse Evaluator, at PACECompliance@dhcs.ca.gov.

Sincerely,

ELECTRONICALLY SIGNED BY

Elva Alatorre, Chief
PACE Branch
Office of Medicare Innovation & Integration
Department of Health Care Services

Enclosure: Corrective Action Plan (CAP)

CC: Next Page

Renata Smith
Page 3
March 27, 2026

CC:

Kevin Phomthevy, Chief
PACE Monitoring and Oversight Unit
Office of Medicare Innovation & Integration
Department of Health Care Services

Nageena Khan, Chief
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Erika Origel, Chief
PACE Contracts Management & Processing Unit
Office of Medicare Innovation & Integration
Department of Health Care Services

Latsanok Salinthone, Contract Manager
PACE Contracts Management and Processing Unit
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Department of Health Care Services

GARY & MARY WEST PACE

Corrective Action Plan (CAP)

Program Assurance	Findings	Provider's Plan of Correction
<p>PACE Contract Exhibit A, Attachment 14, Section 1.D</p> <p>A written summary of Grievances, including number, type, location, and disposition, shall be reviewed periodically by the governing body of the plan and by an officer of the plan or designee.</p>	<p>Gary & Mary West PACE (GMWP) written summary of grievances did not include all the required elements (number, type, location, and disposition).</p> <p>Lack of location and disposition in the written summary of Grievances will make it difficult for the reviewer to determine the emergent pattern of Grievances to be utilized in policy changes.</p>	
<p>PACE Contract Exhibit A, Attachment 14, Section 2.A</p> <p>Contractor shall maintain in its files copies of all Grievances, the responses to them, and logs recording them, for a period of five years from the date the Grievance was filed</p>	<p>GMWP policy, QIC-GR-01 Rev 3 (3/26/2025) did not specify how long copies of the grievance should be maintained in Documentation and Record Keeping.</p> <p>Copies of all grievances, the responses to them, and logs recording them must be kept for a period of five years from the date the grievance was filed.</p>	

Program Assurance	Findings	Provider's Plan of Correction
<p>CCR, Title 22, Section 78429 (b)(2)(B)(1)(2)</p> <p>Each employee record, which shall be available for review by the Department, shall contain a Health examination signed by the examining physician or person lawfully authorized to perform such examination, which indicates: 1. Employee is physically qualified to perform duties, 2. Employees are free from any condition that would create a hazard to themselves or others.</p>	<p>GMWP did not ensure that a health examination was performed and signed by the examining physician.</p> <ul style="list-style-type: none"> ▪ Personnel #1 D.G. performed by Work Partners OHS (1/28/2022). The health record was not submitted for review. ▪ Personnel #2 D.P. Akeso O.H. performed, no health record submitted for review. ▪ Personnel #3 J.D. job-related information performed. No health exam record submitted for review. ▪ Personnel #4 H.T. from Concentra based solely upon the description of duties by the applicant (10/27/2020). No health exam submitted for review. 	

Program Assurance	Findings	Provider's Plan of Correction
	<ul style="list-style-type: none"><li data-bbox="667 289 956 485">▪ Personnel #5 R.F. No health examination submitted for review.	

Program Assurance	Findings	Provider's Plan of Correction
<p>CCR, Title 22, Section 78413 (e)</p> <p>All staff members shall receive in-service training in first aid and cardiopulmonary resuscitation within the first six months of employment.</p>	<p>GMWP did not ensure that all employees received First Aid training within the first six months of employment.</p> <ul style="list-style-type: none"> ▪ Personnel #1 D.G. initial First Aid training. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(2) (Subcontracts)</p> <p>Specification that the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing this Contract.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> ▪ The subcontract did not contain the required language for specification that the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing this Contract. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(2) (Subcontracts)</p> <p>Specification that the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing this Contract.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> ▪ The subcontract did not contain the required language for specification that the Subcontract shall be governed by and construed in accordance with all laws and applicable regulations governing this Contract. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(4) (Subcontracts)</p> <p>Specification of the term of the Subcontract, including the beginning and ending dates as well as methods of extension, renegotiation, and termination.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> ▪ The methods of renegotiation are missing. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(5) (Subcontracts)</p> <p>Language comparable to Exhibit A, Attachment 8, provision 8 for those Subcontractors at risk for non-contracting emergency services.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language for subcontractors at risk for non-contracting emergency services. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(6) (Subcontracts)</p> <p>Subcontractor's agreement to submit reports as required by Contractor.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language for subcontractors to submit reports as required by the Contractor. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(7) (Subcontracts)</p> <p>Specification that the Subcontractor shall comply with all monitoring provisions of this Contract and any monitoring requests by DHCS.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to ensure the Subcontractor shall comply with all monitoring provisions of this Contract and any monitoring requests by DHCS. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(8) (Subcontracts)</p> <p>Subcontractor's agreement to make all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the subcontract, available for the purpose of an audit, evaluation, inspection, examination, or copying, including but not limited to access requirements and state's right to monitor, as set forth in Exhibit E, Attachment 2, provision 21:</p> <p>a. By DHCS, CMS, Department of Health and Human Services (DHHS), and Department of Justice (DOJ), DMHC or their designees.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to ensure the subcontractor makes all of its premises, facilities, equipment, books, records, contracts, computer and other electronic systems pertaining to the goods and services furnished under the terms of the subcontract, available for the purpose of an audit, evaluation, inspection, examination, or copying. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>b. At all reasonable times at the Subcontractor's place of business or at such other mutually agreeable location in California.</p> <p>c. In a form maintained in accordance with the general standards applicable to such book or record keeping.</p> <p>d. For a term of at least ten years from the close of the current fiscal year in which the service occurred; in which the record or data was created or applied; and for which the financial record was created.</p> <p>e. Including all encounter data for a period of at least ten years.</p> <p>f. If DHCS, CMS, or the Department of Health and Human Services (DHHS) Inspector General determines there is a reasonable possibility of fraud or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit</p>		

Program Assurance	Findings	Provider's Plan of Correction
<p>the Subcontractor at any time, and</p> <p>g. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate the Subcontractor from participation in the Medi-Cal program; seek recovery of payments made to the Subcontractor.</p>		
<p>Exhibit A, Attachment 6, Provision 13(A)(10) (Subcontracts)</p> <p>Subcontractor's agreement to maintain and to make available to DHCS, upon request, copies of all Sub-Subcontracts and to ensure that all Sub-Subcontracts are in writing and require that the Subcontractor:</p> <p>a. Make all premises, facilities, equipment, applicable books and records, contracts, computer, or other electronic systems related to this Contract, available at all reasonable times for audit, inspection, examination or copying by</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to ensure the subcontractor maintains and makes available to DHCS, upon request, copies of all sub-subcontracts. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>DHCS, DHHS, CMS, DOJ, or their designees.</p>		
<p>Exhibit A, Attachment 6, Provision 13(A)(11) (Subcontracts)</p> <p>Subcontractor's agreement to assist Contractor in the transfer of care pursuant to Exhibit E, Attachment 2, provision 15 in the event of Contract termination.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to assist the Contractor in the transfer of care. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(12) (Subcontracts)</p> <p>Subcontractor's agreement to assist Contractor and DHCS in the transfer of care in the event of Sub-contract termination for any reason.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language the subcontractor assists the Contractor and DHCS in the transfer of care in the event of sub-contract termination for any reason. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(13) (Subcontracts)</p> <p>Subcontractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from DHCS.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language that assignment or delegation of the subcontract shall be void unless prior written state approval is attained from DHCS. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(14) (Subcontracts)</p> <p>Subcontractor's agreement to hold harmless both the state and Members in the event Contractor cannot or will not pay for services performed by the Subcontractor pursuant to the subcontract.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to hold harmless both the state and Members in the event Contractor cannot or will not pay for services performed by the Subcontractor pursuant to the subcontract. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(16) (Subcontracts)</p> <p>Subcontractor's agreement to provide interpreter services for Members at all provider sites.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to provide interpreter services for members at all provider sites. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(17) (Subcontracts)</p> <p>Subcontractor's right to submit a grievance and Contractor's formal process to resolve provider grievances.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to ensure the subcontractor's right to submit a grievance and Contractor's formal process to resolve provider grievances. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(18) (Subcontracts)</p> <p>Subcontractor's agreement to participate and cooperate in Contractor's QIS.</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to participate in and cooperate in Contractor's Quality of Improvement Services & Activities. 	
<p>Exhibit A, Attachment 6, Provision 13(A)(19) (Subcontracts)</p> <p>If Contractor delegates QI activities, subcontract shall include those provisions stipulated in Exhibit A, Attachment 4, provision 6; and Delegation of Quality Improvement Activities (QIA)</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the QI activities and the provisions stipulated in the PACE contract. 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Exhibit A, Attachment 6, Provision 13(A)(20) (Subcontracts)</p> <p>Subcontractor's agreement to comply with all applicable requirements of DHCS, Medi-Cal Managed Care Program, and the Integrated Systems of Care Division (ISCD).</p>	<p>Required language is missing from the Business Associate AirCare subcontract agreement.</p> <ul style="list-style-type: none"> The subcontract did not contain the required language to ensure the subcontractor's agreement to comply with all applicable requirements of DHCS, Medi-Cal Managed Care Program, and the Integrated Systems of Care Division (ISCD). 	

Program Assurance	Findings	Provider's Plan of Correction
<p>42 CFR 460.106 (c)</p> <p>Content of POC (1) Identify all of the participants' current medical, physical, emotional, and social needs associated with chronic diseases, behavioral disorders, and psychiatric disorders that require treatment or routine monitoring. The care plan must address the following factors: Vision, Hearing, Dentition, Skin Integrity, Mobility, Physical functioning including ADL, Pain Management, Nutrition.</p>	<p>GMWP did not address all the factors of the care plan.</p> <ul style="list-style-type: none"> • Participant #1 G.C. – There was no ADL assessment documented. • Participant #2 E.C.– No hearing assessment documented, although referral for hearing assessment/hearing aids was made (May 2024). 	

Program Assurance	Findings	Provider's Plan of Correction
<p>Technical Assistance:</p>	<p>GMWP did not ensure that all employees' First Aid & CPR training is current during employment.</p> <p>DHCS recommends these training certifications be current.</p> <ul style="list-style-type: none"> ▪ Personnel #1 D.G. No current First Aid training. ▪ Personnel #3 J.D. No current First Aid training. ▪ Personnel #4 H.T. No current First Aid training. ▪ Personnel #5 R.F. No current CPR and First Aid training. 	



Michelle Baass | Director

May 18, 2026

VIA EMAIL ONLY

Renata Smith, Executive Director
Gary and Mary West PACE
1706 Descanso Avenue
San Marcos, CA 92078

Dear Renata Smith:

The Department of Health Care Services (DHCS) concluded its review of the Corrective Action Plan (CAP) submitted by Gary and Mary West PACE on April 15, 2026. DHCS determined that the submitted document(s) addresses the deficiencies identified in the CAP and satisfies the Program of All-Inclusive Care for the Elderly (PACE) requirements. The CAP is attached to this letter for ease and allows Gary and Mary West PACE to use it as a reference document.

DHCS appreciates your assistance and commitment in providing quality care and oversight to our PACE participants.

If you have any questions or concerns regarding this letter, please contact Seema Massey, Nurse Evaluator, via PACECompliance@dhcs.ca.gov.

Sincerely,

ELECTRONICALLY SIGNED BY

Kevin Phomtheyy, Chief
PACE Monitoring and Oversight Unit
Office of Medicare Innovation & Integration
Department of Health Care Services

Enclosure: CAP Grid

cc: Next page



Renata Smith
Page 2
May 18, 2026

cc: Elva Alatorre, Chief
PACE Branch
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Nageena Khan, Chief
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Erika Origel, Chief
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