



July 26, 2024

Via Overnight Courier and Email to: Handtohandhuong@yahoo.com.

DYLAN WRIGHT
DIRECTOR
OC COMMUNITY RESOURCES

CYMANTHA ATKINSON
ASSISTANT DIRECTOR
OC COMMUNITY RESOURCES

JOANNE VEEDOR
DIRECTOR
ADMINISTRATIVE SERVICES

MONICA SCHMIDT
DIRECTOR
OC ANIMAL CARE

JULIA BIDWELL
DIRECTOR
OC HOUSING & COMMUNITY
DEVELOPMENT

RENEE RAMIREZ
DIRECTOR
OC COMMUNITY SERVICES

PAMELA PASSOW
DIRECTOR
OC PARKS

JULIE QUILLMAN
COUNTY LIBRARIAN
OC PUBLIC LIBRARIES

Hand to Hand Relief Organization
Attn: Ms. Thanh Huong Nguyen, Project Manager
18350 Mount Langley St., Ste. 215
Fountain Valley, CA 92708

**Subject: Fiscal and Program Compliance Monitoring Review
CARES - Nutrition Gap Program Contract -20-27-0101-CV
(Contract)**

Dear Ms. Nguyen:

The letter is to inform you that the findings identified in the FY 2020-21 Fiscal and Program Monitoring Review remain open without resolution. The County of Orange (County) has made extensive efforts to secure Hand to Hand Relief Organization's (Hand to Hand) performance and compliance with the Contract's requirements. However, Hand to Hand has failed to cooperate or respond to inquiries.

On February 9, 2024, and February 13, 2024, the Orange County Community Services (OCCS) Contract Monitoring and Program Compliance (CM&PC) Unit requested records, documents, information, a Corrective Action Plan (CAP), and a Single Audit Report (collectively, Documents) to address Fiscal Monitoring Finding 1 (Lack of Supporting Documentation for the Program Service Fees Claimed) and Program Monitoring Finding 1 (Subcontracting), Finding 2 (Reporting Requirements) and Finding 3 (Audit Requirements). Hand to Hand has failed to provide these items as required under the terms of the Contract. On March 19, 2024, the County issued a 10-day letter requesting documents and/or that Hand to Hand contact the CM&PC Unit. Hand to Hand failed to respond.

Without the required documentation to support expenditures claimed, the expenditures are determined to be disallowed and are subject to reimbursement to the County. As demonstrated above, Hand to Hand has failed to provide sufficient documentation to support its claims for payment to the County under the Contract referenced above. The terms of the Contract and Code of Federal Regulations authorize the County to seek reimbursement as stated herein. Hand to Hand's failure to provide, and maintain, adequate documentation for its claims for payments made to the County is inconsistent with the federal statutes and regulations that Hand to Hand was obligated to comply with and constituted a breach of the Contract. Hand to Hand is required to reimburse the funds under the following Contract sections and regulations, among others: Section 24 (Subcontracting), Section 41 (Performance Standards), Section 46 (Audit

OC Community Services
1300 SOUTH GRAND,
BLDG. B, SECOND FLOOR
SANTA ANA, CA 92705
PHONE: 714.480.6550
FAX: 714.480.2978

HAND TO HAND RELIEF ORGANIZATION

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Requirements), Attachment A (Scope of Services), and Exhibit 5, (OC Community Resources Contract Reimbursement Policy). Hand to Hand must reimburse the County \$1,000,000.

Payment is due within 30 days, but no later than Monday, August 26, 2024. Payment can be mailed to:

Orange County Community Services
Attn: Renee Ramirez, OCCS Director
1300 S. Grand Ave., Bldg. B, 2nd Floor
Santa Ana, CA 92705

The County reserves and does not waive or relinquish any rights or remedies that may be available to the County under the Contract or law including, but not limited to, the right to seek reimbursement for the payments made to Hand to Hand.¹

Sincerely,

DocuSigned by:


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Elsa C. Rivera

Contracts Monitoring & Program Compliance Manager
OC Community Services

Cc: Renee Ramirez, Director, OC Community Services
Claudia Harris, Director, OC Office on Aging and OC Veterans Service Office
Marco Rodriguez, Program Manager, OC Office on Aging
Michael Brewer, Compliance Analyst, Contract Monitoring & Program Compliance

¹ This letter does not limit or waive any rights of OC Community Resources or the County of Orange, including but not limited to their rights to disallow and recover funds provided to Hand to Hand. The demand for reimbursement made herein arises out of the County's monitoring of fiscal year 2021/2022 only.