



**OFFICE OF THE COUNTY COUNSEL  
COUNTY OF ORANGE**

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Leon J. Page  
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August 7, 2024

**VIA U.S. MAIL & E-MAIL**

Thanh Huong Nguyen, President  
Hand to Hand Relief Organization, Inc.  
18350 Mount Langley St., Ste. 215  
Fountain Valley, CA 92708  
Email: handtohandhuong@yahoo.com

Hand to Hand Relief Organization, Inc.  
Thanh Huong Nguyen, Chief Executive Officer  
9098 Bolsa Avenue  
Westminster, CA 92683

Re: Demand to Hand to Hand Relief Organization, Inc. and its Officers for Return of  
Contract Funds, Submission of Required Report, and Preservation of Records

Dear Ms. Nguyen:

We are writing regarding the contracts Hand to Hand Relief Organization, Inc. (“H2H”) has with the County of Orange (“County”). As you know, the County, through its OC Community Resources (“OCCR”) department, has been engaging in a Fiscal and Reporting Monitoring Review of its Nutrition Gap Program Services contract (20-27-0101-CV (“OCCR Contract”)) with H2H. Unfortunately, H2H has been uncooperative with the review and unresponsive to OCCR’s request for documentation and reports as required under the OCCR Contract. Accordingly, OCCR issued the attached July 26, 2024, letter to you wherein OCCR disallowed H2H’s expenditures under the contract and demanded the return of the \$1,000,000 provided to H2H under the contract. By this letter from my office, we are reiterating the County’s demand for the immediate return of the funds provided to H2H under the OCCR Contract.

The County also entered into a Discretionary District Beneficiary Agreement contract with H2H for Nutrition Gap Program Services (State and Local Fiscal Recovery Funds (“SLFRF Contract”). The term of the Contract was from December 2, 2022, to November 30, 2023. The amount of the grant to H2H under the SLFRF Contract was \$2,000,000. H2H was required to expend the grant award solely for purpose of providing Nutrition Gap Services and

Thanh Huong Nguyen, President  
Hand to Hand Relief Organization, Inc.  
August 7, 2024  
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agreed to maintain all records in accordance with County requirements. Further, H2H must make available for examination all its records with respect to all matters covered by the Contract. H2H also agreed to provide any reports requested by the County regarding performance of the Contract. H2H must also provide supporting documentation to substantiate H2H's expenses with respect to H2H's use or expenditure of monies provided by the County to H2H under the Contract. With respect to the SLFRF Contract, the County hereby demands H2H: (1) produce all records related to the contract; (2) produce the Final Report as required under the contract; and, (3) immediately return any funds H2H received under the contract that H2H failed to spend in accordance with the contract's terms.

### **Preservation of Records**

The County demands H2H, its officers, contractors, and agents (including but not limited to you), preserve and maintain all of its records and data related to the OCCR Contract, SLFRF Contract, Viet America Society, or the County of Orange (including but not limited to its officers, employees, departments, and recipients of publicly funded services).

This demand for preservation includes all tangible, hard copies of documents as well as all electronically stored information ("ESI"). ESI includes emails, other electronic communications, word processing documents, spreadsheets, etc., which are important sources of potential evidence in this matter and must be preserved.

This preservation demand applies to records in any form, wherever kept. The definition of "documents" includes all letters, e-mails, instant/text messages, chats, social media, drafts, informal files, desk files, handwritten notes, faxes, memoranda, forms, calendar entries, address book entries, voice mail, and any other records stored in hard copy, electronic form, or any other medium, that relate in any way to the topics described above.

Any relevant electronic data created after receipt of this letter should be preserved in a manner consistent with the directions in this letter.

Failure to take every reasonable step to preserve the foregoing information could result in severe penalties and/or sanctions against H2H and its officers. None of this information should be destroyed, purged, or deleted pending the final resolution of any legal proceedings. The preservation demand stated herein is in addition to, supplements, and does not negate the preservation demand previously served on Hand to Hand, its officers, and agents dated April 24, 2024.

Thanh Huong Nguyen, President  
Hand to Hand Relief Organization, Inc.  
August 7, 2024  
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**Conclusion**

H2H received at least \$3,000,000 in public funds in connection with the contracts discussed above, which were required to be used for the specific purposes stated in each of those contracts. Based upon the lack of documentation provided thus far from H2H, the County has no way to verify the funds were utilized for their intended purposes. If the County does not receive the requested funds and documentation demanded above on or before August 26, 2024, my office will be recommending filing litigation in the California Superior Court, seeking any and all available legal remedies.

Very truly yours,

LEON J. PAGE  
COUNTY COUNSEL

  
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County Counsel

LJP:vl  
Attachment



July 26, 2024

Via Overnight Courier and Email to: [Handtohandhuong@yahoo.com](mailto: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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JULY 26, 2024


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, 2<sup>nd</sup> 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.<sup>1</sup>

Sincerely,

DocuSigned by:  


480B242F305041E...

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

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<sup>1</sup> 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.