


Office of Inspector General  
Corporation for  
**NATIONAL &  
COMMUNITY  
SERVICE** 

June 21, 2016

TO: Mikel Herrington  
Director (Acting), Senior Corps  
  
Joseph Liciardello  
Director, Field Finance and Grants  
  
Jeffrey Page  
Debarment Official

(7)(f)  
[Redacted]  
THRU: [Redacted]  
Assistant Inspector General  
for Investigations

(7)(f)  
[Redacted]  
FROM: [Redacted]  
Deputy Assistant Inspector General  
for Investigations

SUBJECT: Ms. Luvina Beckley-Knight, CEO, M.H.M and Associates Enterprise - Violation of 18 USC § 1001, Making or Using a False Statement; Violation of 18 USC § 287, False Claims; Violation of 45 CFR § 2540.203(b), Failure to Perform Criminal History Checks; Violation of 45 C.F.R. § 2543.40, Failure to Comply with Federal Grant Recipient Procurement Rules, (OIG File 2015-009) (Founded); Recommendation for Debarment

Ms. Luvina Beckley-Knight is the Chief Executive Officer (CEO) of M.H.M and Associates Enterprise (MHM), Glendora, CA, a for-profit project management and grant writing company, which also maintains a "virtual" non-profit organization named TCU Community Partnership (TCU) also under the management of Ms. Beckley-Knight, who had acted as its Executive Director since its inception. Ms. Beckley-Knight, through MHM, used TCU's name and mission as a shell company to obtain Federal grant money, which was funneled back to MHM. MHM's modus operandi was to have their employees systematically research the internet and apply for grant opportunities under TCU's name. Ms. Beckley-Knight would then have MHM's management services inserted as an item into every grant budget.

**Findings**

1. False Statements: Ms. Beckley-Knight, through TCU, violated 18 USC 1001, *Making*

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

*or Using a False Statement*, when she intentionally misled the federal government in TCU's grant application to the Corporation for National and Community Service (CNCS) which misrepresented TCU as a going concern with established funds and resources, and failed to divulge the relationship between MHM and TCU, related parties entities commonly controlled by Ms. Beckley-Knight, thus leading to Ms. Beckley-Knight's financial gain.

Ms. Beckley-Knight ordered her MHM employees to find grants for TCU and place MHM's management services agreement with TCU into each grant application budget. Ms. Beckley-Knight also inserted personal acquaintances into the grant budget as consultants to TCU, to be paid completely with Federal funds, and without TCU having conducted a cost or price analysis for the services.

On June 19, 2014, CNCS awarded TCU a Retired and Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant in Conyers, Georgia. After the grant's inception, Ms. Nancy Anderson, the former Program Specialist for CNCS Georgia State Office in Atlanta, GA, conducted a teleconference with Ms. Beckley-Knight to provide guidance to TCU because TCU was a new grantee. Ms. Anderson informed Ms. Beckley-Knight that new grantees generally require approximately 90 days to become operational within the grant's term, and this was a concern due to TCU's aggressive schedule of obtaining 176 new volunteers. Ms. Beckley-Knight later claimed she misunderstood the message of the meeting with Ms. Anderson and believed recruitment of volunteers did not need to commence until 90 days after the initiation of the grant. Despite direction from the Georgia State Office staff to actively recruit volunteers, Ms. Beckley-Knight instead provided the Georgia State Office with incomprehensible reports attempting to demonstrate TCU was working on a volunteer recruitment plan.

TCU staff assigned by Ms. Beckley-Knight to work on the project were paid with Federal funds without any evidence to support that they performed work on the grant. Specifically, 6. (7)(c) 6. (7)(c), the Project Director for TCU RSVP-HGA, did not maintain a timesheet for three months, and then subsequently worked from home part-time for an additional two months and charged the grant for full-time hours. Also, 6. (7)(c) 6. (7)(c), the Trainer for TCU RSVP-HGA, submitted timesheets for training of volunteers, however, no volunteers were recruited and brought on board during this time for 6. (7)(c) 6. (7)(c) to train.

2. False Claims: Ms. Beckley-Knight submitted fraudulent claims to the government because MHM and TCU failed to execute the work for the approved grant project, yet drew down funds for its support. From July 2014 to November 2014, Ms. Beckley-Knight used TCU as a shell company to draw down \$20,750 of Federal funds from the Health and Human Services Payment Management System (HHS-PMS) to operate the RSVP-HGA grant, but without ever enrolling any volunteers. Included in these funds was \$4,050 payable to MHM for "management services." CNCS Field Financial Management Center (FFMC) in Philadelphia, PA, placed TCU on administrative fiscal hold in November 2015; TCU relinquished their grant with CNCS on February 13, 2015.

3. Improper National Sex Offender Public Website (NSOPW) Checks: A review of the grantee's records documents revealed MHM and TCU violated 45 CFR §2540.203, *What search components of the National Service Criminal History Check must I satisfy to determine*

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

*an individual's eligibility to serve in a covered position? because no NSOPW checks were conducted on TCU RSVP-HGA staff at the outset or at any time during the time of the grant. NSOPW checks were finally conducted on January 20, 2015, six months after the grant was awarded (June 19, 2014) and four months after FFMC placed TCU on a financial hold (November 12, 2014).*

4. Improper Procurement: TCU did not maintain any written policy or comply with the standards of conduct governing administration of contracts entered into by Federal grantees, as required by the Corporation's grant administration regulation current at the time, 45 C.F.R. § 2543.40, *Procurement Standards*. The contractual agreement between TCU and MHM was entered into without open and free competition, as also as required by 45 C.F.R. § 2543.43, *Competition*. In addition, an economic conflict of interest exists between MHM and TCU because Ms. Beckley-Knight is MHM's CEO and TCU's Interim Executive Director, which is contrary to the requirements of 45 C.F.R. § 2543.42 *Codes of Conduct*.

### **Recommendations**

The Corporation for National and Community Service, Office of Inspector General (CNCS-OIG), is recommending that CNCS recoup all CNCS funds dispersed to TCU. In addition, the CNCS-OIG recommends the debarment of MHM, TCU and Ms. Beckley-Knight in accordance with 2 CFR §180.800(b) (2), and (d).

### **Summary of Investigation**

#### 1. False Statements:

On January 29, 2015, Mr. Jeff Page, Chief Operating Officer, CNCS, reported to the CNCS-OIG that Georgia State Office staff cited programmatic concerns to CNCS management regarding TCU's operation of the RSVP-HGA grant (14SRSGA001) and their observations since the initiation of the grant in July 2014.

On November 7, 2015, Ms. Amieko Watson, State Program Director, CNCS Georgia State Office, reported to Mr. Darryl James, CNCS Southern Area Manager, the lack of progress made by the TCU RSVP-HGA project since July 2014 and the likelihood of conflict of interests. The Georgia State Office personnel noted TCU made minimal progress to establish the RSVP-HGA program as no stations were confirmed, no volunteers were recruited, and no volunteer assignments were developed.

The Georgia State Office staff further questioned the physical location of the TCU office. The grant narrative listed TCU's office as 1271 Parker Road, Conyers, GA. However, e-mail from the Project Director of the TCU RSVP-HFA, [REDACTED], indicated at the email signature block that [REDACTED] was President of Development and Marketing of [REDACTED] and Associates Inc., which was later found to be a for-profit grant writing and business consulting firm listed in the same location as TCU's Conyers, GA office. This caused concern at the Georgia State Office as 100% of [REDACTED]'s time was budgeted to work on the RSVP-HGA grant. When the Georgia State Office staff conducted a site visit of TCU, they were directed to another location

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

for the TCU RSVP-HGA site, 703 Robert L. Parks Boulevard, Cedartown, GA. A signed lease for this location was not available upon our request.

The Georgia State Office personnel determined TCU was unable to provide information to document that (1) staff listed in the budget narrative worked on the RSVP-HGA project; (2) that the RSVP-HGA Project Director was supervised by any TCU staff; and (3) proper timekeeping procedures were maintained. 6. (7)(c) reported to the Georgia State Office that 6. timesheets were signed by Ms. Beckley-Knight, CEO, MHM. MHM is listed in TCU's budget narrative as a contractor to TCU for project management and sustainability. There was no evidence of leadership, supervision, or oversight of TCU staff and the RSVP-HGA project.

#### A. MHM

On March 23, 2015, CNCS-OIG investigators interviewed Ms. Beckley-Knight, who identified herself as the CEO of MHM and Interim Executive Director for TCU. Ms. Beckley-Knight described TCU as a virtual non-profit organization without office space or employees, only board members. Once TCU was awarded a grant or contract, the funding was used to hire and pay employees to support that particular grant or contract. Ms. Beckley-Knight explained her involvement with TCU began over 18 years ago when it was a concept idea and worked with TCU's former board of directors to assist in growing the organization as a capacity builder for new small non-profit organizations. The original address was in Colton, CA, however, TCU has administered grants out of many locations. At the time, TCU did not have an executive director and Ms. Beckley Knight assumed the responsibility as the interim executive director. Ms. Beckley-Knight initially indicated the board of directors was responsible for TCU. She later recanted this and then claimed MHM, as the project manager of TCU, was ultimately responsible, yet she was initially leery of naming herself as the responsible party. (Attachments 1, 2, and 3)

6. (7)(c), a former Executive Grant Administrator for MHM, confirmed the above and confirmed TCU was MHM's non-profit arm. 6. (7)(c) believed TCU was a shell company for MHM, and that TCU's sole purpose was to generate money for MHM. For years MHM submitted grant proposals on behalf of TCU to various foundations, private companies, and state and local government with little success. According to 6. (7)(c), Ms. Beckley-Knight would direct staff to find grants for TCU, using web sites such as grants.gov, and have MHM's services inserted into the budget. (Attachments 3 and 4)

Ms. Beckley-Knight admitted to the CNCS-OIG investigators that TCU did not solicit applications from any other grant management company, nor disclose in the TCU grant application to CNCS the partnership between MHM and TCU. Ms. Beckley-Knight staffed TCU positions with known associates without undergoing a complete application and interview process. (Attachment 1)

#### B. TCU RSVP-HGA

Ms. Beckley-Knight expanded TCU into Georgia for the purpose of obtaining an RSVP-HGA grant, with assistance from 6. (7)(c), a prior acquaintance from the non-profit and consulting

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

business field. TCU's board of directors never met 6. (7)(c) and only approved Ms. Beckley-Knight's recommendation of 6. (7)(c) role as the program director. Ms. Beckley-Knight claimed the board of directors provided MHM full autonomy of TCU's operations, however, upon request, she was unable to provide any documentation to that effect. (Attachment 2)

After the grant's award, Ms. Anderson of the Georgia State Office coordinated with Ms. Kristie Sharp, Volunteer and Special Programs Manager of the Atlanta Regional Commission Area Agency on Aging, and they conducted a teleconference with Ms. Beckley-Knight. The purpose was to provide guidance to Ms. Beckley-Knight for TCU, as a new grantee, and for Ms. Sharp to serve as a mentor to lend her professional experience with RSVP grants. Ms. Beckley-Knight was informed that new grantees generally required approximately 90 days to become fully operational, and this was all the more important because TCU had an aggressive schedule of recruiting and onboarding 176 new RSVP volunteers for the grant term. Ms. Anderson told us she believed Ms. Beckley-Knight misunderstood the teleconference discussion and that she did not need to recruit volunteers until after 90 days, despite Ms. Anderson's efforts to instruct otherwise. Instead of recruiting during this initial period, Ms. Beckley-Knight submitted to the Georgia State Office what appeared to them to be incomprehensible reports as well as timelines attempting to demonstrate that TCU was working towards a recruitment plan to commence in January 2015. (Attachment 5)

Interviews with TCU RSVP-HGA staff resulted in inconsistent statements about their roles and responsibilities on the project. 6. (7)(c) claimed to us 6. did not know what percentage of her salary was charged to the RSVP-HGA grant, yet consistently charged the grant \$1,600 a month for her salary, instead of the grant approved amount of \$1,333 a month. No timesheets were maintained for 6. (7)(c) from July through September 2014. In November 2014, 6. (7)(c) developed a medical condition in which 6. was unable to work for the RSVP-HGA program and was bed ridden. Ms. Beckley-Knight admitted 6. (7)(c) worked half-time in November and December 2014, yet she allowed 6. (7)(c) to invoice for full-time hours because she conducted grant administrative activities from her home. (Attachment 2)

6. (7)(c) was a pastor of the church where the RSVP-HGA office resided in Cedartown, GA. 6. (7)(c) was originally designated the TCU RSVP-HGA Program Coordinator, however, several months into the grant, 6. was switched to the trainer position. Ms. Beckley-Knight gave various responses to the question what the type of training 6. (7)(c) provided. However, when the CNCS-OIG investigators informed Ms. Beckley-Knight that TCU did not have service sites assigned, nor volunteers enrolled in the program, Ms. Beckley-Knight recanted her prior statements and stated she did not know what type of training 6. (7)(c) conducted. Ms. Beckley-Knight admitted 6. (7)(c)' duty position was changed because 6. wanted to receive compensation. As documented on the TCU RSVP-HGA budget narrative, the trainer position was cost shared between CNCS and TCU, whereas the program coordinator position was fully funded by TCU. But because TCU did not have any money, TCU could not contribute to the trainer position salary.

When asked to explain what was the source of funds for the grantee share as stated in TCU's Budget Narrative, Section I-A Project Personnel Expenses, Ms. Beckley-Knight claimed TCU

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

had no money so the hours worked by the staff listed on the budget narrative was considered “in-kind” contributions; those hours were volunteered by the employees. (Attachments 1 and 2). Staff was only paid the CNCS share.

6. (7)(c) confirmed 6. (7)(c) was initially hired as the program coordinator to locate and recruit volunteers and service sites. 6. (7)(c) claimed Ms. Beckley-Knight made the decision to combine the program coordinator and trainer positions. 6. (7)(c) denied 6. (7)(c) position was switched because 6. (7)(c) wanted to receive a salary. When asked, 6. (7)(c) could not provide an explanation why 6. (7)(c) position was changed to trainer and denied requesting the change. Further, 6. (7)(c) could not explain a difference between 6. (7)(c) duties as a program coordinator versus trainer, and eventually claimed to us 6. (7)(c) worked in both positions.

6. (7)(c) admitted the majority of 6. (7)(c) hours categorized as “training” on 6. (7)(c) October and November 2014 timesheets were incorrect and not indicative of training provided or received. The hours mainly reflected coordination rather than training. However, 6. (7)(c) provided a different explanation and stated 6. (7)(c) training hours was on the job training 6. (7)(c) received from her, yet 6. (7)(c) was unable to produce documentation to validate this assertion. Further, Ms. Beckley-Knight was unable to provide an explanation as to the training 6. (7)(c) provided, as no volunteers were ever recruited. (Attachments 6 and 7)

Both 6. (7)(c) and 6. (7)(c) indicated the Boys and Girls Club of Cedartown/Floyd County was the only location that had signed on as a service site, yet both provided inconsistent statements regarding the details of the agreement, and when the agreement was entered into. When asked, 6. (7)(c) was unable to provide to us the memorandum of understanding (MOU) between TCU RSVP-HGA and the Boys and Girls Club. (Attachments 6 and 7)

#### Inaccurate non-financial data on TCU's IRS 990 Forms

6. (7)(c) Owner of 6. (7)(c) in Riverside, CA, indicated to us 6. (7)(c) was contracted as TCU's accountant, processed all payments, and payroll. 6. (7)(c) was interviewed regarding the non-financial data entered on TCU's Federal Tax Form 990 (990) from 2012-2014. On page 6, section “C” line 20, of the 990, 6. (7)(c) was listed as “the person who possesses the organization's books and records”. 6. (7)(c) was identified as a Certified Public Accountant who worked with 6. (7)(c) to prepare TCU's finances and was also identified as Ms. Beckley-Knight's 6. (7)(c). The information listed for 6. (7)(c) on the 990 for 2013 and 2014 was incorrect because 6. (7)(c) was not in possession of the books. 6. (7)(c) explained the 990's for 2013 and 2014 were created in haste, at the direction of Ms. Beckley-Knight, in order to provide it to the CNCS-OIG, and were not actually filed with the IRS. Although the 990's contained inaccurate non-financial data, 6. (7)(c) claimed the fiscal data was correct. When asked, Ms. Beckley-Knight claimed she did not see any of TCU's 990's from 2012 through 2014 and was unable to provide an answer as to who approved the final 990s. Further, Ms. Beckley-Knight could not confirm if 6. (7)(c) was in possession of TCU's books for 2012 through 2014, yet indicated that listing 6. (7)(c) on the 990's under Section “C” for 2013 and 2014 was not inaccurate. (Attachments 4, 8, and 9)

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

### Interviews of TCU Board of Directors:

Collectively, the three members of the board stated they were geographically dispersed from one another and not heavily involved with TCU operations. The board members acknowledged the following:

- MHM was a for-profit grant writing and management company owned by Ms. Beckley-Knight and was contracted to solicit grants for TCU. Once grants were awarded, Ms. Beckley-Knight notified the board of directors;
- Ms. Beckley-Knight, through MHM, created TCU and has always maintained a partnership between the two organizations. TCU never had an executive director and by default, Ms. Beckley-Knight assumed this role due to her involvement with MHM;
- No cost analysis for procurement in the selection for MHM's services was ever conducted; and
- With regard to RSVP-HGA, board members could not recall seeing any grant or budget documents and provided inconsistent reasons as to why TCU relinquished the RSVP-HGA grant. Board members admitted TCU does not currently have any money and could not state for certain if TCU ever had any money, or where TCU's match portion would have come from at the time the TCU RSVP-HGA grant was awarded.

The CNCS-OIG learned [6. (7)(c)], Board of Directors President, TCU, was Ms. Beckley-Knight's [6. (7)(c)] [6. (7)(c)] claimed [6. (7)(c)] only briefly reviewed grant proposals and documents brought to the attention of the board because, despite [6. (7)(c)] role as President of the board, [6. (7)(c)] was not actively involved in TCU's operations and the fact [6. (7)(c)] trusted Ms. Beckley-Knight's best interest decisions for TCU. [6. (7)(c)] did not appear to have a clear understanding of [6. (7)(c)] role on the board of directors or with TCU and deflected [6. (7)(c)] knowledge of TCU operations to [6. (7)(c)], Board of Directors Treasurer, TCU. During the interview, CNCS-OIG investigators provided [6. (7)(c)] with the following copies for [6. (7)(c)] review and clarification; general contract between TCU and MHM, the agreement between TCU and MHM for grant management of the RSVP-HGA program, and the lease agreement for the TCU RSVP-HGA office in Cedartown, GA. [6. (7)(c)] was unable to confirm [6. (7)(c)] signature on the documents nor was [6. (7)(c)] able to confirm with certainty if [6. (7)(c)] had seen the documents. [6. (7)(c)] suggested [6. (7)(c)] signature was uttered either by Ms. Beckley-Knight, [6. (7)(c)], or [6. (7)(c)]. In an interview with [6. (7)(c)], [6. (7)(c)] was aware that any documents that required [6. (7)(c)] signature was signed by Ms. Beckley-Knight. (Attachments 4 and 10)

[6. (7)(c)] was the current owner of [6. (7)(c)], a for-profit professional training and leadership company, and [6. (7)(c)], a non-profit version of [6. (7)(c)]. Ms. Beckley-Knight and [6. (7)(c)] discussed having [6. (7)(c)] written into the grant to provide leadership and diversity training to new TCU RSVP-HGA volunteers. [6. (7)(c)] admitted neither MHM nor TCU conducted a cost analysis for competitive bids from other organizations to provide leadership and diversity training. The funding for [6. (7)(c)] was to be received from grant funds; however, training was never conducted due to low volunteer numbers. (Attachment 11)

[6. (7)(c)], Board of Directors Secretary, TCU, recalled a different scenario that illustrated [6. (7)(c)] was not made fully aware of the TCU RSVP-HGA grant or the operation of the

#### FOR OFFICIAL USE ONLY

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

grant 6. (7)(c) recalled TCU had to raise money for their portion of the match funds, however MHM ultimately funded TCU's portion of match funds. The CNCS-OIG investigators informed 6. (7)(c) that MHM never funded any of TCU's match funds with cash; all of TCU's match funds were considered "in-kind" matching contributions. Further, 6. (7)(c) was unaware MHM was paid for management services from the RSVP-HGA grant and relayed the board of directors would have had to approve this cost, yet did not. 6. (7)(c) further demonstrated 6. (7)(c) lack of understanding of the role of the board of directors; initially 6. (7)(c) stated MHM was responsible for TCU, then recanted and indicated TCU's board of directors was ultimately responsible. (Attachment 12)

At the conclusion of the interviews, the Board of Directors acknowledged a contract for management services between TCU and MHM with services paid out of grant funds, represented by Ms. Beckley-Knight for MHM and TCU concurrently was not a good business practice.

## 2. False Claims:

During interviews with the CNCS-OIG investigators, witnesses and those involved with the TCU RSVP-HGA grant exhibited confusion and provided a variety of different answers regarding invoices. From July 2014 through November 2014, TCU drew down \$20,750 of Federal funds to pay for salaries 6. (7)(c), services (MHM), rent, computers, and supplies. A review of TCU's budget narrative included a line item for "project management and sustainability", which was provided by MHM. 6. (7)(c), as TCU's contracted accountant, could not provide an explanation as to who the assigned individual(s) were from MHM that provided this service. When questioned, Ms. Beckley-Knight admitted she, on behalf of MHM, provided the project management and sustainability for TCU. Ms. Beckley-Knight initially stated she/MHM was paid from match funds, however, recanted her previous answer and admitted she was financially reimbursed \$810 a month for her services from Federal funds, for a total of \$4,050. Ms. Beckley-Knight was unable to provide a coherent explanation why TCU charged the grant for her and MHM's services and denied any conflict of interest between her role with MHM and TCU. (Attachments 1 and 13)

In a subsequent interview, Ms. Beckley-Knight claimed the funds were not for salary, but rather for overhead expenses, rent, and accounting services. After approximately four months into the grant, Ms. Beckley-Knight stated MHM charged TCU half the price because the work was less labor intensive. However, upon review of invoices and Ms. Beckley-Knight's personal MHM timesheets, MHM consistently invoiced TCU \$810 a month from July-December 2014 despite the fact her personal MHM timesheets reflected 25.92 hours a month from July-October 2014 and 13.36 hours a month for November and December 2014. (Attachment 2)

6. (7)(c) acknowledged Ms. Beckley-Knight's role with MHM and as the Executive Director with TCU. The services provided by MHM was administrative support and to ensure grant compliance. 6. (7)(c) was unable to explain why TCU paid MHM \$810 a month for services nor could explain what role Ms. Beckley-Knight had in when handling TCU matters, as Ms. Beckley-Knight represented both entities. (Attachment 6)



DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

### 3. Improper NSOPW and background checks:

NSOPW and state criminal history checks were not located for 6. (7)(c) and 6. (7)(c) 6. (7)(c) later provided the NSOPW checks for 6. (7)(c) and 6. (7)(c) to the CNCS-OIG, which were dated January 20, 2015; six months after the inception of the project. To compound further, 6. (7)(c) check was incomplete as New Jersey's state system was not operational and a re-check was not conducted. When asked, Ms. Beckley-Knight could not provide a coherent response as to why the aforementioned checks were conducted at time when the grant was in fiscal hold status. Ms. Beckley-Knight admitted TCU was not in compliance and acknowledged she, on behalf of MHM, should have conducted the checks instead of 6. (7)(c) 6. (7)(c) (Attachment 2)

### 4. Improper Procurement

Ms. Beckley-Knight created TCU through MHM and maintained a partnership between the two organizations. The purpose was for MHM's services to be inserted as part of any TCU awarded grant budget.

TCU failed to maintain any written policy or comply with the standards of conduct governing the administration of any contracts entered into by Federal grantees, as required by the Corporation's grant administration regulation, 45 C.F.R. § 2543.40, *Grants and Agreements with Institutions of Higher Education, Hospitals, and other NonProfit Organizations, Procurement Standards*. This law requires that Corporation grant recipients comply with a standard of conduct that "[n]o employee, officer or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. **Such a conflict would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for the award.**" (emphasis added) Ms. Beckley-Knight is the CEO of MHM, a contractor for management services, and the Interim Executive Director of TCU, an officer of the recipient awarding the services. Accordingly, the arrangement is a conflict of interest and in violation of Corporation rules.

The Corporation's regulation further requires that all procurements by grant recipients be according to established procedures, §2543.44; conducted by open and free competition, §2543.43; contain a cost analyses of the current market rates, §2543.45; and that procurement records be maintained which at minimum show a basis for an award price, a basis for the contractor selected, and a justification for absence of competition for bids, §2543.46.

Ms. Beckley-Knight, on behalf of TCU, was unable to provide, upon request, any calls for proposals or invitation for bids for management services (MHM) or diversity training 6. (7) 6. (7), independent cost estimates, or any price/cost analysis of submitted quotes or similar indicia for the procurement action(s).

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

The contractual agreement between TCU and MHM fails in all these measures as the contract was awarded without competition, from one entity to another under its control, with no analyses of appropriate cost, and no record justifying a sole source award.

### **CNCS-OIG Legal Review**

The investigation was coordinated with (7)(f) [REDACTED], Counsel to the Inspector General, who agreed with the investigation's findings that there is evidence to support a charge of misrepresentation against Ms. Beckley-Knight for her grant application to CNCS in which she hid the relationship between MHM and TCU; for payment of TCU employees under the grant for work that did not occur; by directing submission of fabricated IRS 990's to CNCS-OIG Investigators; for stating to CNCS-OIG Investigators that (b) (7)(c) [REDACTED] was providing training to volunteers, when in fact (b) (7)(c) [REDACTED] was not; for stating to CNCS-OIG Investigators that she was paid in matching funds, when in fact she was paid by Federal funds.

(7)(f) [REDACTED] agreed with the investigation's findings that the elements were present to support a charge of false claims against Ms. Beckley-Knight for drawing down \$20,750 in Federal funds for payment to herself and her for profit entity, MHM, for a RSVP project that was never initiated.

(7)(f) [REDACTED] also agreed with the investigation's findings that Ms. Beckley-Knight illegally awarded a management services contract to an entity she controlled, in violation of the Corporation's grants management regulation.

### **Debarment Recommendation**

In her position as CEO of MHM, and as Interim Director of TCU, Ms. Beckley-Knight was responsible for the financial management and proper expenditure of Federal funds awarded to a Federal grant recipient. The investigation found evidence against her of misrepresentation, false claims, and a self-dealing in a procurement award. These actions demonstrate unsatisfactory performance of a public agreement, and are so serious and compelling a nature that it affects her present responsibility.

Given that MHM, at Ms. Beckley-Knight's direction, searches and applies for grants for TCU on Federal government's websites, and has been awarded grants from the government in the past, they may be reasonably be expected to seek work funded under a Federal assistance program or to otherwise participate in Federal discretionary assistance, loans, and benefits programs. Therefore, MHM, TCU, and Ms. Beckley-Knight are "participants" under the Non-Procurement Suspension and Debarment Rule under 2 C.F.R. Part 180.

DATE: June 21, 2016

SUBJECT: TCU Community Partnership, Conyers, GA – Violation of 18 USC 1001 Making or Using a False Statement; 18 USC 666 Theft or Bribery Concerning Programs Receiving Federal Funds; 45 CFR §2540.203(b) Improper National Sex Offender Public Website Checks; Violation of OMB Circular A-110 (OIG File 2015-009) (Founded); Recommendation for Debarment

---

MHM's, TCU's, and Ms. Beckley-Knight's unsatisfactory performance of a public agreement, and Ms. Beckley-Knight's lack of present responsibility should be considered as causes for debarment under 2 C.F.R. § 180.800(b)(2), and (d).

This report is provided for action deemed appropriate. Please provide this office with the results of any action taken within 60 days. If you have any questions, you may contact Investigator Jeff Morales at (202) 606-9372.

Attachments:

1. Agent's Investigative Report (AIR) of Ms. Luvina Beckley-Knight, dated 3/23/15
2. AIR of Ms. Beckley-Knight, dated 6/16/15
3. AIR of [REDACTED], dated 6/15/15
4. AIR of [REDACTED], dated 9/11/15
5. AIR of [REDACTED], dated 9/16/15
6. AIR of [REDACTED], dated 5/26/15
7. AIR of [REDACTED], dated 5/26/15
8. AIR of [REDACTED], dated 3/23/15
9. AIR of Ms. Beckley-Knight, dated 9/11/15
10. AIR of [REDACTED], dated 8/4/15
11. AIR of [REDACTED], dated 8/5/15
12. AIR of [REDACTED], dated 9/1/15
13. AIR of [REDACTED], dated 9/11/15

Cc:

Agency Audits and Investigations Coordinator (Monica Kitlas)  
Office of General Counsel (Stephanie Soper)

On March 23, 2015, Special Agent (SA) (7)(f) [REDACTED] and Investigator (Inv) (7)(f) [REDACTED], Office of Inspector General (OIG), interviewed Ms. Luvina Beckley-Knight, CEO, M.H.M. & Associates Enterprise (MHM), Glendora, California, and Interim Executive Director for TCU Community Partnership (TCU), Conyers, Georgia, at a hotel in Riverside, California, regarding her management of the TCU Community Partnerships (TCU) Retired Senior Volunteer Program (RSVP) for a Healthier Georgia grant.

Ms. Beckley-Knight's involvement began when TCU was originally a concept idea, based in Nevada. Ms. Beckley-Knight worked with the previous board of directors to assist TCU in growing as a capacity builder for new small non-profits organizations. When the concept of TCU expanded to California, Ms. Beckley-Knight was asked to manage the California operations. Ms. Beckley-Knight described TCU as a virtual non-profit organization without a permanent office. There are no employees and only board members. If a grant or a contract was awarded to TCU the funding from the grant/contract was used to hire and pay employees to support the grant/contract.

**TCU Georgia**

Ms. Beckley-Knight met 6. (7)(c) [REDACTED], Program Director, TCU, Georgia, approximately three years ago and formed an alliance to bring TCU to the state of Georgia. 6. (7)(c) [REDACTED] indicated she had community support from several churches in eight counties to support TCU's concept. Ms. Beckley-Knight claimed a team of MHM grant writers assisted in writing TCU's RSVP grant application.

Ms. Beckley-Knight confirmed 6. (7)(c) [REDACTED] was the program director once TCU's RSVP grant was funded. When asked, Ms. Buckley-Knight could not provide a conclusive answer as to where the TCU office in Georgia was located. Ms. Beckley-Knight believed the main office was in Cedartown, GA, where 6. (7)(c) [REDACTED], Trainer, TCU, was located, with an additional satellite office in Conyers, GA. OIG Investigators showed Ms. Beckley-Knight a letter previously sent to the CNCS Georgia State Office where 6. (7)(c) [REDACTED] claimed 20147 Geese Mill Road, Conyers, GA was the main TCU office and Cedartown was the satellite office. Ms. Beckley-Knight repeatedly changed her answer and admitted she was not certain which was the main office or satellite office (agents note: 6. (7)(c) [REDACTED] was the owner of a for-profit grant writing company, 6. (7)(c) [REDACTED], located at 20147 Geese Mill Road, Conyers, GA and paid 100% of her time as the RSVP program director).

|   |  |  |
|---|--|--|
| Agent (7)(f) [REDACTED]                     | Date<br><div style="text-align: center; font-size: 1.2em;">3-23-15</div> |  |
| Agent Name and Signature: (7)(f) [REDACTED] | Date<br><div style="text-align: center; font-size: 1.2em;">3-23-15</div> | Exh, Att, or Encl Number<br><div style="text-align: center; font-size: 1.2em;">1</div> |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

**AGENT'S INVESTIGATIVE REPORT**

Office of Inspector General  
1201 New York Avenue, NW, Suite 830  
Washington, DC 20525

OIG Investigative File Number: 2015-009

Page 2 of 3

In regards to 6. (7)(c) Ms. Beckley-Knight explained 6. (7)(c) was the pastor of the church where the TCU RSVP office resided, 6. (7)(c) Blvd, Cedartown, GA. 6. (7)(c) started as the program coordinator however, several months into the grant, 6. (7)(c) was switched to the trainer position and no one was hired as the program coordinator. Ms. Beckley-Knight was unable to provide a coherent response as to what type of training 6. (7)(c) conducted. Initially, Ms. Beckley-Knight claimed 6. (7)(c) was training the service sites then stated 6. (7)(c) was a training volunteer (agent's note – During the relevant period TCU did not have a signed MOU with a service site nor were there volunteers enrolled in the program). Ms. Beckley-Knight recanted and stated she did not know what type of training 6. (7)(c) conducted and the reason 6. (7)(c) position was changed was because 6. (7)(c) wanted to get paid.

**Invoices**

When asked, Ms. Beckley-Knight indicated the line item on TCU's budget narrative for project management and sustainability provided by MHM included select MHM staff members. Ms. Beckley-Knight stated she was paid from in-kind funds, however, when asked to show where in the budget narrative she was listed as in-kind, Ms. Beckley recanted her previous answer and admitted she was financially reimbursed for her services. Ms. Beckley was unable to provide a coherent explanation why TCU charged the grant for her and MHM services.

6. (7)(c) submitted her and 6. (7)(c) time and attendance records to Ms. Beckley-Knight for processing. When asked, Ms. Beckley-Knight could not answer to how much oversight 6. (7)(c) had over 6. (7)(c) or confirm work hours, as they operated 96 miles apart.. 6. (7)(c) time was charged to the grant for November and December 2014 as a trainer; however, Ms. Beckley-Knight could not explain what type of training 6. (7)(c) provided since there were no volunteers to train.

The OIG Investigators provided Ms. Beckley-Knight with a copy of a contract for services between MHM and TCU; Ms. Beckley-Knight confirmed her signature as the MHM representative as indicated on the contract. When asked, Ms. Beckley-Knight admitted TCU did not solicit applications for a grant management company. Further, there was no disclosure in the TCU grant application of the partnership between MHM and TCU. When asked, Ms. Beckley-Knight confirmed, as documented in the contract, MHM could not invoice for "sustainability" services. Ms. Beckley-Knight was shown contradictory MHM invoices to TCU for "grant management and sustainability services", charged at \$810/month. Ms. Beckley-Knight explained it was her understanding from CNCS that sustainability meant MHM could not write/apply for additional grants.

|                                  |      |                               |
|----------------------------------|------|-------------------------------|
| Agent Name and Signature: (7)(f) | Date |                               |
| Agent Name and Signature: (7)(f) | Date | Exh, Att, or Encl Number<br>/ |

CNCS-OIG DEC 17

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

Ms. Beckley-Knight confirmed, according to TCU's grant budget narrative, two positions were cost shared between CNCS and TCU; the other position was paid 100% by TCU;

|                     | <u>CNCS</u> | <u>TCU</u> | <u>Total</u> |
|---------------------|-------------|------------|--------------|
| Program Director    | \$16,000    | \$42,000   | \$58,000     |
| Program Coordinator | \$0.00      | \$10,000   | \$10,000     |
| Trainer             | \$8,000     | \$2,000    | \$10,000     |

During the period of July to November 2014, Ms. Beckley-Knight confirmed TCU drew down \$8,000.00 for the program director and \$1,370.50 for the trainer, for a combined total of \$9,370.50 that was charged to the grant. Ms. Beckley-Knight was asked to disclose the source of funding TCU used to pay its two employees; Ms. Beckley-Knight admitted TCU did not contribute to these salaries because TCU did not have any money. Ms. Beckley-Knight claimed the time the employees contributed to the grant was considered "in-kind" and those hours were volunteered.

At the culmination of the interview, OIG Investigators furnished Ms. Beckley-Knight with two subpoenas; one addressed to MHM and the other for TCU, with a return date of April 13, 2015.  
 ///Nothing follows///

|   |      |                                   |
|---|------|-----------------------------------|
| Agent Name and Signature: (7)(f) <span style="background-color: black; color: black;">[REDACTED]</span> | Date |                                   |
| Agent Name and Signature: (7)(f) <span style="background-color: black; color: black;">[REDACTED]</span> | Date | Exh, Att, or Encl Number<br><br>/ |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |  |
|---|---|--|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |  |
|   | Page 1 of 3                             |  |

***“The below is an interview summary. It is not intended to be a verbatim account and does not memorialize all statements made during the interview. Communications by the parties in the interview room were electronically recorded. The recording captures the actual words spoken.”***

On June 16, 2015, Special Agent (SA) (7)(f), Office of Inspector General (CNCS-OIG), interviewed Ms. Luvina Beckley-Knight, CEO, M.H.M. & Associates Enterprise (MHM), 2001 East Financial Way, Glendora, California, and Interim Executive Director for TCU Community Partnership (TCU), regarding her management of the TCU Community Partnerships (TCU) Retired and Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant.

Ms. Beckley-Knight claimed MHM, which stands for McCrary Handy McCrary (named after Ms. Beckley-Knight's (7)(c)), current operating cost was negative \$80,000. MHM has no full time employees and fluctuated between 3 to 5 contractors. When asked, Ms. Beckley-Knight claimed the acronym for TCU of (7)(c), (7)(c) or (7)(c), “Unknown”, named after her relatives was a joke as the acronym constantly changed; there was no formal name for TCU.

Ms. Beckley-Knight's and MHM's involvement with TCU began with a request from associate (7)(c), (7)(c), TCU, board member, to create a non-profit organization. Ms. Beckley-Knight developed the concept of TCU and included (7)(c) on the board of directors. At the time, the original address was in Colton, CA, however operated out of multiple locations. The initial purpose of TCU was to be a fiscal agent to provide funds for agencies that did not have capacity, as well as capacity building services for non-profits and agencies.

At that time, TCU did not have an executive director; Ms. Beckley-Knight initially indicated the board of directors was responsible for TCU, then recanted and claimed MHM was ultimately responsible, yet was initially leery of naming herself as the responsible party. TCU did not have employees; MHM placed advertisements in newspapers and used potential employee resumes to bid for grants for TCU. If a grant or a contract was awarded to TCU, the funding from the grant/contract was used to hire and pay employees to support the grant/contract. MHM previously wrote and was awarded two federal grants for TCU through the Department of Commerce and Department of Education.

**TCU Georgia**

In 2012, Ms. Beckley-Knight learned of the RSVP grant opportunity. (7)(c), former Executive Grant Administrator, MHM, researched and was part of a team to write and apply for the

|                             |                               |
|-----------------------------|-------------------------------|
| Signature: (7)(f)<br>(7)(f) | Date<br>6-16-15               |
| Agent Name and Signature:   | Date                          |
|                             | Exh, Att, or Encl Number<br>2 |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

grant. When asked, Ms. Beckley-Knight claimed 6. (7)(c) wrote the TCU RSVP-HGA budget narrative, despite the fact 6. (7)(c) claimed Ms. Beckley-Knight was responsible for the budget narrative.

Ms. Beckley-Knight expanded TCU in Georgia for the purpose of the RSVP grant with the assistance of 6. (7)(c), former Program Director, TCU RSVP-HGA. 6. (7)(c) identified an underserved area in Cedartown, GA, that would benefit under the auspice of the grant. When asked, the TCU board of directors never met 6. (7)(c) and only approved Ms. Beckley-Knight's recommendation of 6. (7)(c) role of program director. Ms. Beckley-Knight claimed the TCU board of directors provided MHM full autonomy of TCU's operations. Ms. Beckley-Knight wrote a contract documenting this between MHM and TCU approximately 18 years ago, however, when requested, could not provide a copy.

In regards to 6. (7)(c), former Trainer, TCU RSVP-HGA, Ms. Beckley-Knight explained 6. (7)(c) started as the program coordinator however, several months into the grant, 6. (7)(c) was switched to the trainer position and no one was hired as the program coordinator. Ms. Beckley-Knight was unable to provide a coherent response as to what type of training 6. (7)(c) conducted as well as the hours listed as "training" on his timesheets. 6. (7)(c) changed 6. (7)(c)' position to trainer because 6. (7)(c) wanted to receive a salary; the program coordinator was not a salaried position. Since there were no volunteers to train, 6. (7)(c) unofficially served both roles as a program coordinator and trainer. Ms. Nancy Anderson, former State Program Specialist, CNCS, verbally approved 6. (7)(c) position switch; however Ms. Beckley-Knight could not provide an approval in writing nor a grant modification.

TCU's source of funding for RSVP-HGA staff salaries was in-kind only. Ms. Beckley-Knight denied MHM wrote grants for RSVP-HGA staff salaries. However, Ms. Beckley-Knight claimed 6. (7)(c) provided a list of non-profit organizations in order to apply for grant funds that would increase 6. (7)(c) salary portion to \$100,000, yet this was not achieved. Ms. Beckley-Knight relayed 6. (7)(c) knew from the beginning the budget narrative listed TCU's salary portion as in-kind.

Regarding the National Sex Offender Public Website checks, Ms. Beckley-Knight did not know checks were required for staff. Ms. Beckley-Knight could not provide a coherent response as to why the checks for 6. (7)(c) and 6. (7)(c) was conducted in January 2015; after the grant was placed on fiscal hold. Ms. Beckley-Knight admitted TCU was not in compliance and acknowledged she, on behalf of MHM, should have conducted the checks.

|                                    |      |                               |
|------------------------------------|------|-------------------------------|
| Agent Name and Signature 6. (7)(f) | Date |                               |
| Agent Name and Signature:          | Date | Exh, Att, or Encl Number<br>2 |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.



**Invoices**

Once the RSVP-HGA grant was awarded in July 2014, MHM consistently invoiced TCU \$810 a month for management services. Ms. Beckley-Knight claimed the funds was not for salary, rather it was applied to overhead expenses, rent and accounting service. However, after approximately four months into the grant, Ms. Beckley-Knight stated MHM charged TCU half the price because the work was less labor intensive.

*(Agent's note: CNCS-OIG investigators previously conducted a document review and observed MHM consistently invoiced TCU \$810 a month from July-December 2014. Ms. Beckley-Knight submitted personal MHM timesheets; 25.92 hours a month from July-October 2014 and 13.36 hours a month for November and December 2014. The timesheets for November and December were identical in date, start/end time, and total hours).*

Ms. Beckley-Knight explained, after working through a program start up plan with Ms. Anderson, 6. (7)(c) should have been ready to start the TCU RSVP-HGA program on November 1, 2014. Prior to November, 6. (7)(c) solicited interest from the community. However, due to a medical condition, 6. (7)(c) was unable to sustain the program and was bed ridden. 6. (7)(c) attempted to maintain the program in 6. (7)(c) instead, while taking direction from 6. (7)(c). Ms. Beckley-Knight admitted 6. (7)(c) worked half time in November and December 2014, yet allowed 6. (7)(c) to invoice for full-time. Ms. Beckley-Knight's explanation was 6. (7)(c) conducted sufficient grant administrative activities from 6. (7)(c) home. When asked, TCU's board of directors was not apprised of 6. (7)(c) condition and lack of program sustainment.

At the culmination of the interview, Ms. Beckley-Knight believed TCU RSVP-HGA would have been successful if sufficient time was granted to run the program, despite the 90-day start up plan. The TCU RSVP-HGA is still minimally operational, however, Ms. Beckley-Knight does not invoice TCU for her time due to lack of resources; Ms. Beckley-Knight indicated she donated her time. ///Nothing follows///

|                                  |      |  |
|----------------------------------|------|--|
| Agent Name and Signature: (7)(f) | Date |  |
| Agent Name and Signature:        | Date | Exh, Att, or Encl Number<br><p style="text-align: center; font-size: 1.2em;">2</p> |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

On June 15, 2015, Special Agent (7)(f) [REDACTED], Office of the Inspector General (CNCS-OIG), interviewed 6. (7)(c) [REDACTED], former Executive Grant Administrator, M.H.M & Associates (MHM), 2001 East Financial Way, Glendora, California regarding the relationship between MHM and TCU Community Partnership (TCU) Retired and Senior Volunteer Program for a Healthier Georgia (RSVP-HGA), Cedartown, Georgia.

In 2009, 6. (7)(c) [REDACTED] was an MHM intern for several months then hired as a grant's administrator (GA). As a GA 6. (7)(c) [REDACTED] was responsible for compiling documentation and research on all grants MHM applied for. 6. (7)(c) [REDACTED] described MHM as a for-profit grant writing company that assisted in writing grant proposal for private companies, foundations, county, and state government entities. MHM consisted of six employees and two interns. 6. (7)(c) [REDACTED] described Ms. Luvina Beckley-Knight, CEO, MHM as a very demanding and intimidating person.

When asked, 6. (7)(c) [REDACTED] was familiar with TCU; the acronym derived from Ms. Beckley-Knight's family members, 6. (7) [REDACTED], "6. (7)(c) [REDACTED]", "Unknown" (TCU). 6. (7) [REDACTED] and 6. (7)(c) [REDACTED] were Ms. Beckley-Knight's oldest 6. (7) [REDACTED] and 6. (7)(c) [REDACTED] and "Unknown" because Ms. Beckley-Knight did not have any children. The employees and contractors of MHM were told TCU was MHM's non-profit arm "to do good in the community by inspiring minority groups." For years, MHM submitted grant proposals on behalf of TCU to various foundations, private companies, state and local government with little success. 6. (7)(c) [REDACTED] claimed 6. [REDACTED] always found it strange that Ms. Beckley-Knight was also the executive director for TCU and she (Beckley-Knight) always pushed to find grants for TCU. MHM's incentive was for any grants written for TCU, MHM services was automatically inserted into the budget.

6. (7)(c) [REDACTED] recalled TCU-California was awarded a grant from a Government entity (6. (7)(c) [REDACTED] could not recall the agency) however; due to lack of financial backing the Government entity rescinded the grant. 6. [REDACTED] 6. (7)(c) [REDACTED] confirmed TCU did not have any employees nor funds. Staffing for TCU occurred after a grant was awarded. The hiring official for TCU was Ms. Beckley-Knight.

6. (7)(c) [REDACTED] searched daily through various resources for available grants. One popular online resource was www.grants.gov. In 2013, 6. (7)(c) [REDACTED] found in grants.gov the State of Georgia was awarding an RSVP grant. Although, at the time TCU-Georgia was nonexistent, Ms. Beckley-Knight coordinated with 6. (7)(c) [REDACTED] 6. (7)(c) [REDACTED] former Program Director, TCU, Cedartown, GA to create RSVP-HGA. 6. (7)(c) [REDACTED] described 6. [REDACTED] 6. (7)(c) [REDACTED] as a self-employed grant writer in Georgia with extensive connections throughout the state. The plan was for 6. (7)(c) [REDACTED] to assist with locating service sites and recruiting volunteers. Ms. Beckley-Knight was the primary grant writer for the RSVP-HGA grant while 6. (7)(c) [REDACTED] proofread for accuracy. The purpose of the TCU RSVP-HGA grant was to strengthen the community through volunteers. 6. (7)(c) [REDACTED] questioned the source of funding for the TCU RSVP-HGA staff salaries; Ms. Beckley-Knight stated MHM would obtain TCU's portion through other grants. Ms. Beckley-Knight directed 6. (7)(c) [REDACTED] on behalf of TCU, to submit grant proposals to various companies; however, none were approved. 6. (7)(c) [REDACTED] repeatedly addressed the lack of funds for TCU RSVP-HGA but Ms. Beckley-Knight always replied, "It would work."

|   |                                       |
|---|---------------------------------------|
| Agent Name and Signature: (7)(f) [REDACTED] | Date<br>6-15-15                       |
| Agent Name and Signature: [REDACTED]        | Date<br>Exh, Att, or Encl Number<br>3 |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |  |
|---|---|--|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |  |
|   | Page 2 of 2                             |  |

In early 2014, 6. (7)(c) flew to Georgia to meet with 6. (7)(c) and Ms. Nancy Anderson, former Program Officer, CNCS, Atlanta, GA, at a church located in Cedartown, GA. During the meeting, 6. (7)(c) and 6. (7)(c) briefed Ms. Anderson on the operation of the program. Both 6. (7)(c) and 6. (7)(c) told Ms. Anderson starting June 1, 2014, TCU will identify service sites and recruit volunteers and by August 1, 2014 all sites and volunteers would be trained. Ms. Anderson was also shown a building, which belonged to the church that served as TCU RSVP-HGA's main office. Ms. Anderson was pleased with the information as well as the facility. 6. (7)(c) described Ms. Anderson as very kind and easy to please. 6. (7)(c) found Ms. Anderson overly friendly behavior slightly odd because program officer are usually more stringent and hard to please.

On May 31, 2014, 6. (7)(c) and other MHM employees were laid off. 6. (7)(c) stated prior to 6. (7)(c) departure, MHM did not secure a grant to pay for TCU RSVP-HGA salaries. ///Nothing follows///

|                                  |      |                               |
|----------------------------------|------|-------------------------------|
| Agent Name and Signature: (7)(f) | Date |                               |
| Agent Name and Signature:        | Date | Exh, Att, or Encl Number<br>3 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

**AGENT'S INVESTIGATIVE REPORT**Office of Inspector General  
1201 New York Avenue, NW, Suite 830  
Washington, DC 20525

OIG Investigative File Number: 2015-009

Page 1 of 1

On September 11, 2015, Special Agent (7)(f) [REDACTED], Office of the Inspector General (CNCS-OIG), conducted a telephonic interview with 6. (7)(c) [REDACTED], former Executive Grant Administrator, M.H.M & Associates (MHM), 2001 East Financial Way, Glendora, California regarding TCU Community Partnership Inc., (TCU) Tax Form 990 (990)

6. (7)(c) [REDACTED] was asked several questions regarding information contained in TCU's 990 from 2012 through 2014. 6. (7)(c) [REDACTED] stated she was not involved with the preparation of the 990. 6. (7)(c) [REDACTED] was asked why the 990 listed 1010 S. Mount Vernon, Colton, CA as an address for TCU; 6. [REDACTED] stated that was an old mailing drop box located in a UPS store. 6. (7)(c) [REDACTED] confirmed the address listed on the 990 for 2014 was incorrect. On page 6 Section "C" line" 20", identified 6. (7)(c) [REDACTED] as the person who possessed TCU's books and records. 6. (7)(c) [REDACTED] identified 6. (7)(c) [REDACTED] as Ms. Luvina Beckley-Knight's, CEO, MHM, 6. (7)(c) [REDACTED]. 6. (7)(c) [REDACTED] was unsure why 6. (7)(c) [REDACTED] was listed on the form but confirmed 6. [REDACTED] did see 6. [REDACTED] in the office a hand full of times. When asked if TCU owned any property, 6. (7)(c) [REDACTED] confirmed TCU owned undeveloped land. Ms. Beckley-Knight wanted to construct an office for both TCU and MHM, however due to lack of financial backers, the building was never constructed. When asked, 6. (7)(c) [REDACTED] did not know the source of funding TCU used to purchase the land.

When asked, 6. (7)(c) [REDACTED] stated 6. [REDACTED] never signed any documents on behalf of 6. (7)(c) [REDACTED], Board President, TCU. However, any documents that required 6. (7)(c) [REDACTED] signature, Ms. Beckley-Knight signed the document(s). 6. (7)(c) [REDACTED] was aware Ms. Beckley-Knight signed for 6. (7)(c) [REDACTED] because 6. [REDACTED] Beckley-Knight told 6. (7)(c) [REDACTED] she (Beckley-Knight) would sign for 6. (7)(c) [REDACTED].

6. (7)(c) [REDACTED] was asked if TCU was a shell company for MHM, to which 6. [REDACTED] responded "absolutely" 6. (7) [REDACTED]. 6. (7)(c) [REDACTED] explained the sole purpose of TCU was to locate grants that generated money for MHM. MHM was always listed as the management company on any grants awarded. //Nothing follows//

|   |           |                          |
|---|-----------|--------------------------|
| Agent Name and Signature: (7)(f) [REDACTED] | Date      |                          |
|   | 9. 11. 15 |                          |
| Agent Name and Signature:                   | Date      | Exh, Att, or Encl Number |
|   |           | 4                        |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |
|---|---|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |
|   | Page 1 of 2                             |

On September 16, 2015, Investigator (Inv. (7)(f) [REDACTED]), Office of Inspector General (CNCS-OIG), telephonically interviewed Ms. Nancy Anderson, former Program Specialist, CNCS Georgia State Office, regarding her knowledge of the TCU Community Partnerships (TCU) Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant.

Ms. Anderson confirmed TCU was one of her portfolios; however, she was not involved in the selection process of this grant and did not see the grant until after it was awarded. Once Ms. Anderson began working with TCU staff she realized TCU should not have received this grant for the following reasons;

1. TCU appeared to be a start-up non-profit organization without an office;
2. There were no employees or volunteers;
3. More money was budgeted for staff than volunteers; and
4. TCU had an aggressive unrealistic schedule to recruit 150 RSVP Volunteers (Volunteers)

Ms. Anderson expressed her concerns with Ms. Patti Stengel, Senior Program Officer for Grant and Initiatives, CNCS; however, Ms. Anderson was instructed to work with the grant and grantee regardless.

Ms. Anderson experienced complications setting up an initial site visit with TCU. Therefore, Ms. Anderson elected to hold a teleconference with Ms. Luvina Beckley-Knight, CEO, M.H.M. & Associates Enterprise (MHM) and Interim Executive Director, TCU, and Ms. Kristie Sharp, Volunteer and Special Programs Manager, Atlanta Regional Commission Area Agency on Aging. Ms. Sharp was described as a seasoned RSVP director familiar with grant requirements and was asked to assist in the teleconference in order to provide professional guidance to Ms. Beckley-Knight. Since TCU appeared to be unestablished, Ms. Sharp informed Ms. Beckley-Knight that grantees generally need approximately 90 days to become operational (with an office, employees, and recruitment of volunteers). Ms. Anderson agreed to that point and indicated that it would take some time for TCU to set everything in place, especially with a demanding schedule of obtaining 150 new Volunteers. Ms. Beckley-Knight misunderstood the intent of the 90-day message and believed that TCU did not need to recruit Volunteers until after 90 days because TCU was in a "start-up period". Ms. Anderson never approved a 90-day start-up plan, and informed Ms. Beckley-Knight via telephone conversations and email, that TCU had to begin Volunteer recruitment immediately. Ms. Beckley-Knight did not initiate recruitment and instead submitted incomprehensible reports and timelines to demonstrate TCU was working towards a plan. Ms. Beckley-Knight and (7)(c) [REDACTED], former Program Director, TCU RSVP-HGA, relayed recruitment would commence in January 2015; Ms. Anderson could not recall the rationale provided.

In approximately October 2014, Ms. Anderson conducted an initial site visit of where the TCU RSVP-HGA was located, Cedartown, GA. Ms. Anderson examined the building designated for the Volunteers and deemed Volunteer recruitment impossible with the facility selected. The building was bare, had one bathroom for males and females to share without a door, and was without the budgeted computer equipment and supplies that was approved for in the grant. When questioned as to the location of the computer equipment, (7)(c) [REDACTED] stated TCU was not budgeted for computer equipment and instead the equipment was to be donated. Ms. Anderson

|   |      |                               |
|---|------|-------------------------------|
| Agent Name and Signature: (7)(f) [REDACTED] | Date | 9/16/2015                     |
| Agent Name and Signature:                   | Date | Exh, Att, or Encl Number<br>5 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

reviewed the budget narrative and confirmed the equipment and supplies TCU was budgeted for. Ms. Anderson readdressed the location of equipment with 6. (7)(c); 6. (7)(c) recanted 6. (7)(c) initial statement and indicated the office furniture was to be donated. With regard to recruitment, 6. (7)(c) (7) stated the Volunteers would have been recruited from a housing project behind the church where the TCU RSVP-HGA office was located, which caused question for concern because Ms. Anderson did not believe the housing project maintained enough Volunteers to meet the requirements.

Agent's note: Ms. Anderson could not recall if, during the site visit, she met with 6. (7)(c); former Trainer, TCU RSVP-HGA. When asked, Ms. Anderson recalled meeting with the pastor of the church where the TCU RSVP-HGA office was maintained. Ms. Anderson believed the pastor was involved in the site visit meetings as 6. (7)(c) portrayed 6. (7)(c) self as assisting with recruitment. Ms. Anderson appeared to not have known, until informed by Inv. (7)(f) ( ), that the pastor was 6. (7)(c).

When asked, Ms. Anderson requested but never saw the lease agreement for the property rented for TCU RSVP-HGA. Ms. Beckley-Knight delayed the process and claimed all parties had not signed the lease. Ms. Anderson queried further and requested a copy of the lease without signatures, which was not provided by the time Ms. Anderson left her position with CNCS in December 2014.

Ms. Anderson never met Ms. Beckley-Knight and communicated with her mainly via email as Ms. Beckley-Knight resided in California. Ms. Beckley-Knight's email signature block contained MHM information, which caused Ms. Anderson to question who or what TCU was. Initially, Ms. Anderson believed Ms. Beckley-Knight was the Program Director for TCU RSVP-HGA. Ms. Beckley-Knight claimed she was not the program director due to her location in California, but did state she was TCU's Executive Director. Ms. Anderson never met with or spoke to TCU board of directors. Ms. Anderson was unable to recall how TCU funded their match portion of the grant. When asked, Ms. Anderson was not aware TCU's grant match portion was considered in-kind.

Due to a totality of circumstances and TCU's lack of cooperation with grant requirements, Ms. Anderson and her supervisor, Ms. Amieko Watson, Georgia State Program Director, CNCS, researched and discovered that not only did Ms. Beckley-Knight own a for-profit business (MHM) but 6. (7)(c) did as well. Ms. Anderson began to question how 6. (7)(c) operated her for-profit business when 100% of her time was dedicated to the TCU RSVP-HGA grant. At one point, Ms. Watson asked Ms. Beckley-Knight if she funneled money from TCU to MHM. At that point, Ms. Watson brought the concerns to the attention of CNCS and Senior Corps management for review and subsequent fiscal hold of grant funds. ///Nothing follows///

|                                  |      |                               |
|----------------------------------|------|-------------------------------|
| Agent Name and Signature: (7)(f) | Date |                               |
| Agent Name and Signature:        | Date | Exh, Att, or Encl Number<br>5 |

**FOR OFFICIAL USE ONLY**

On May 26, 2015, Special Agent (SA) (7)(f) [redacted] and Investigator (Inv) (7)(f) [redacted], Office of the Inspector General (CNCS-OIG), interviewed 6. (7)(c) [redacted], former Program Director, TCU Community Partnership (TCU) Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA), Cedartown, Georgia, regarding 6. (7)(c) [redacted] involvement with the RSVP-HGA grant.

6. (7)(c) [redacted] claimed 6. (7)(c) [redacted] had over 30 year experience in the grant writing and non-profit business consulting business. 6. (7)(c) [redacted] has known Ms. Luvina Beckley-Knight, volunteer Director of TCU and CEO of MHM and Associates Enterprise (MHM), for approximately five years. In 2014, Ms. Beckley-Knight approached 6. (7)(c) [redacted] to collaborate on the RSVP-HGA grant for the Cedartown community. 6. (7)(c) [redacted] joined the project in July 2014, a week after the inception of the RSVP-HGA grant. 6. (7)(c) [redacted] stated there were other individuals listed in the grant narrative that were originally assigned as the Program Director and Program Coordinator positions, however, those individuals left as TCU did not have funds to pay their salaries.

Shortly after the start of the project, in July 2014, Ms. Nancy Anderson, former State Program Specialist, CNCS, initiated a 90 day program start up. This caused a delay in the planning, recruitment and retention of potential volunteers 6. (7)(c) [redacted] had engaged for the RSVP-HGA program. In September 2014, 6. (7)(c) [redacted] collaborated with 6. (7)(c) [redacted], former program coordinator and trainer, TCU, to become involved with the program and use 6. (7)(c) [redacted] status within the community to solicit additional volunteers. Initially, 6. (7)(c) [redacted] was hired as the program coordinator, and was tasked to locate and recruit volunteers and service site locations. In October 2014, 6. (7)(c) [redacted] position changed to the trainer. Ms. Beckley-Knight directed 6. (7)(c) [redacted] to combine the program coordinator and trainer positions, despite the violation of grant policy. 6. (7)(c) [redacted] denied the reason 6. (7)(c) [redacted] position was switched was because 6. (7)(c) [redacted] wanted to receive a salary.

6. (7)(c) [redacted] was asked why 6. (7)(c) [redacted] overcharged the grant for 6. (7)(c) [redacted] salary. 6. (7)(c) [redacted] claimed 6. (7)(c) [redacted] did not know what percentage of 6. (7)(c) [redacted] salary was charged the grant. 6. (7)(c) [redacted] charged the grant \$1,600 a month for 6. (7)(c) [redacted] salary, in lieu of the approved amount of \$1,333 a month. 6. (7)(c) [redacted] added 6. (7)(c) [redacted] did not see the budget narrative until later when CNCS Georgia State Office conducted a second site visit (date unknown), however continued to charge \$1,600 to the grant.

6. (7)(c) [redacted] was provided a copy of 6. (7)(c) [redacted] timesheets for October 2014 and November 2014 for review. 6. (7)(c) [redacted] admitted the 74 hours on 6. (7)(c) [redacted] October timesheet for "training" was incorrect. The activity description should have been the training 6. (7)(c) [redacted] received from 6. (7)(c) [redacted]. 6. (7)(c) [redacted] could not provide documentation to validate the training 6. (7)(c) [redacted] received. Further, 6. (7)(c) [redacted] stated the activity descriptions for 6. (7)(c) [redacted] November timesheet was more commonly

|  |   |
|--|---|
| <p>Signature: (7)(f) [redacted]</p>                | <p>Date<br/>5/26/15</p>                                       |
| <p>Agent Name and Signature: (7)(f) [redacted]</p> | <p>Date<br/>5-26-15</p> <p>Exh, Att, or Encl Number<br/>6</p> |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

associated with a program coordinator's role. When asked, [6. (7)(c)] could not provide an answer as to why [6. (7)] did not maintain a timesheet as program director from July 2014 to September 2014.

*Agents Note: According to the TCU RSVP-HGA Budget Narrative, the program coordinator's position was paid completely by TCU. The trainer position was split, with 80% of the salary coming from CNCS.*

[6. (7)(c)] claimed [6.] had no prior knowledge of TCU's lack of funds, however after [6. (7)] started working for TCU [6. (7)] learned TCU did not have funds to cover their portion of salary as their match. Ms. Beckley-Knight informed [6. (7)(c)] that [6. (7)] attempted to apply for a private grant to assist in paying employee salaries. If unsuccessful, MHM would cover TCU's match expenses. Ultimately, TCU did not have funds to cover their portion of expenses and Ms. Beckley-Knight instructed [6. (7)(c)] to donate a portion of the time [6.] worked each week as an in-kind donation for TCU's match.

During the interview, [6. (7)(c)] provided the employee records and volunteer files for review. CNCS-OIG Investigators noted there were no National Sex Offender Public Website (NSOPW) or Criminal Background Checks conducted for [6. (7)(c)], [6. (7)(c)] or RSVP volunteers. When asked, [6. (7)(c)] claimed there were NSOPW checks for [6. (7)(c)] and [6. (7)(c)] however they were not posted in the employee files. In regards to the volunteers, [6. (7)(c)] could not provide a logical explanation.

*Agent's note – After the interview, [6. (7)(c)] emailed the NSOPW results for [6.] and [6. (7)(c)]. The NSOPW checks were conducted in January 2015 (six months after the start of inception of the project). [6. (7)(c)] check was incomplete because New Jersey's jurisdiction's service was unavailable and no re-check was conducted.*

[6. (7)(c)] was asked to explain why TCU's RSVP-HGA office was located in Cedartown, GA. [6. (7)(c)] explained the project initially was to be located in Cedartown; however, after the original project director resigned [6. (7)(c)], who resides in Conyers, GA, temporarily operated the project from [6. (7)] personal business. [6. (7)(c)] stated [6.] maintained an office for RSVP business but did not charge the grant for rent. In October 2014, [6. (7)(c)] was hired as the project coordinator and the project returned to Cedartown. RSVP-HGA was housed in a building owned by [6. (7)(c)] Church [6. (7)(c)]. When asked, [6. (7)(c)] could not produce an originally signed lease of the rental property used by RSVP-HGA.

|                                       |      |  |
|---------------------------------------|------|--|
| Agent Name and Signature: [6. (7)(f)] | Date |  |
| Agent Name and Signature: [6. (7)(f)] | Date | Exh, Att, or Encl Number<br><p style="text-align: center;">6</p> |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.



6. (7)(c) [REDACTED] claimed by the end of December 2014, RSVP-HGA recruited four volunteers and the Boys and Girls Club of Northwest Georgia signed the Memorandum of Understanding as a service site.

6. (7)(c) [REDACTED] described Ms. Beckley-Knight as the Executive Director for TCU and the Chief Executive Officer for MHM. 6. (7)(c) [REDACTED] claimed the contractual agreement between TCU and MHM was conducted prior to 6. [REDACTED] employment with TCU. The services provided by MHM were administrative support and to ensure the grant remained in compliance; 6. (7)(c) [REDACTED], Accountant, provided fiscal support by processing all payments and payroll. 6. (7)(c) [REDACTED] was unable to provide a detailed explanation as to why TCU consistently paid MHM \$810.00 a month nor 6. (7) [REDACTED] could explain what role Ms. Beckley-Knight played when dealing with TCU matters, since she represented both entities.///Nothing follows///

|   |      |                               |
|---|------|-------------------------------|
| Agent Name and Signature: (7)(f) [REDACTED] | Date |                               |
| Agent Name and Signature: (7)(f) [REDACTED] | Date | Exh, Att, or Encl Number<br>6 |

**FOR OFFICIAL USE ONLY**

# AGENT'S INVESTIGATIVE REPORT

Office of Inspector General  
1201 New York Avenue, NW, Suite 830  
Washington, DC 20525

OIG Investigative File Number: 2015-009

Page 1 of 1

On May 26, 2015, Special Agent (SA) (7)(f) and Investigator (Inv) (7)(f), Office of the Inspector General (CNCS-OIG), interviewed 6. (7)(c), former Trainer, TCU Community Partnership (TCU) Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA), Cedartown, Georgia, regarding 6. involvement with the RSVP-HGA grant.

6. (7)(c) was a Pastor at the 6. (7)(c) Church 6. (7)(c), Cedartown, GA, when 6. met 6. (7)(c), former Program Director, TCU. 6. (7)(c) previously worked with volunteers within 6. community doing projects similar to RSVP-HGA. In September 2014, 6. (7)(c) partnered with 6. (7)(c) as the Program Coordinator for the RSVP-HGA. In October 2014, 6. (7)(c) position was changed from coordinator to trainer. 6. (7)(c) could not provide a logical explanation why 6. position was changed. 6. (7)(c) denied 6. requested the change because 6. wanted to receive monetary compensation.

When asked 6. (7)(c) could not provide an explanation for the differences between 6. duties as a program coordinator versus a trainer. After repeated questioning regarding the role of a trainer and coordinator, 6. (7)(c) changed 6. story and claimed 6. worked as both the coordinator and trainer. 6. (7)(c) explained 6. conducted outreach, recruited and trained volunteers. By the end of November 2014, four volunteers were recruited and one location, the Boys and Girls Club of Northwest Georgia, signed the Memorandum of Understanding as a service site.

6. (7)(c) was provided a copy of 6. October 2014 timesheet for review. The timesheet contained 80 hours of employment, of which 74 hours was categorized as "training" in the activity description on the form. 6. (7)(c) admitted the 74 hours was not an accurate depiction of the training provided or the training 6. received. 6. (7)(c) claimed a majority of the hours depicted on the timesheet was more coordination than training.

When asked, 6. (7)(c) claimed 6. (7)(c) inquired about renting space from the church to maintain the TCU office. The lease began in October 2014 and was signed by 6. (7)(c), on behalf of the church, for two-rooms at a rate of \$450/month. An originally signed lease between TCU and 6. (7)(c) was not readily available.///Nothing follows///

Agents Note: According to the TCU RSVP-HGA Budget Narrative, the Program Coordinator position was paid completely by TCU. The Trainer position was split, with 80% of the salary coming from CNCS. CNCS-OIG Investigators were informed TCU did not have money to pay for their portion of the salaries and, therefore, their portion of the salaries was considered an "in kind" donation.

|                                     |        |                          |         |
|-------------------------------------|--------|--------------------------|---------|
| (7)(f)                              | (7)(f) | Date                     | 5-26-15 |
| Agent Name and Signature:<br>(7)(f) | (7)(f) | Date                     | 5-26-15 |
|                                     |        | Exh, Att, or Encl Number | 7       |

CNCS-OIG DEC 11

### FOR OFFICIAL USE ONLY

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

On March 23, 2015, Special Agent (SA) (7)(f) [REDACTED] and Investigator (Inv) (7)(f) [REDACTED], Office of Inspector General (OIG), interviewed (6, (7)(c) [REDACTED]), Owner, (6, (7)(c) [REDACTED]), Riverside, CA regarding (6, (7)(c) [REDACTED]) fiscal responsibilities as it related to TCU Community Partnership (TCU), California.

(6, (7)(c) [REDACTED]) was contracted as TCU's accountant for three years. (6, (7)(c) [REDACTED]) assisted with the management of the TCU "RSVP for a Healthier Georgia" grant and created monthly financial budget reports which were provided to (6, (7)(c) [REDACTED]), Program Director, TCU-Georgia, from July until December 2014 when TCU was placed on a fiscal hold by the Corporation for National and Community Service (CNCS).

(6, (7)(c) [REDACTED]) submitted (6, (7)(c) [REDACTED]) and (6, (7)(c) [REDACTED]), Program Coordinator, TCU-Georgia, time and attendance invoice records to (6, (7)(c) [REDACTED]) for payment. (6, (7)(c) [REDACTED]) confirmed (6, (7)(c) [REDACTED]) and (6, (7)(c) [REDACTED]) were the only employees charged to the RSVP grant. However, according to TCU's grant budget narrative, the program coordinator position was to be paid completely by TCU. (6, (7)(c) [REDACTED]) could not provide an explanation as to why (6, (7)(c) [REDACTED])' time for November and December 2014 was charged to the RSVP grant. (6, (7)(c) [REDACTED]) admitted it appeared that (6, (7)(c) [REDACTED])' program coordinator position was moved to the trainer position, which allowed for compensation under the grant. Further, (6, (7)(c) [REDACTED]) could not provide an explanation as to who the individual(s) were in the budget narrative line item for "Project Management and Sustainability" that was provided by M.H.M. & Associates. When asked (6, (7)(c) [REDACTED]) was not involved in the contract between M.H.M. & Associates and TCU for project management and sustainability.///Nothing follows///

|  |   |  |  |
|--|---|--|--|
| Agent Name and Signature: (7)(f) [REDACTED]                              | Date<br><div style="text-align: center; font-size: 1.2em;">3-23-15</div>  |  |  |
| Agent Name and Signature: (7)(f) [REDACTED]                              | <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">           Date<br/> <div style="text-align: center; font-size: 1.2em;">3-23-15</div> </td> <td style="width: 50%; padding: 5px;">           Exh, Att, or Encl Number<br/> <div style="text-align: center; font-size: 1.5em;">8</div> </td> </tr> </table> | Date<br><div style="text-align: center; font-size: 1.2em;">3-23-15</div> | Exh, Att, or Encl Number<br><div style="text-align: center; font-size: 1.5em;">8</div> |
| Date<br><div style="text-align: center; font-size: 1.2em;">3-23-15</div> | Exh, Att, or Encl Number<br><div style="text-align: center; font-size: 1.5em;">8</div>  |  |  |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |  |
|---|---|--|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |  |
|   | Page 1 of 2                             |  |

On September 11, 2015, Special Agent (SA) (7)(f) [REDACTED], Office of Inspector General (OIG), conducted a telephonic interview with Ms. Luvina Beckley-Knight, CEO, M.H.M. and Associates (MHM), Glendora, CA regarding TCU Community Partnership Inc. (TCU), CA, Tax Form 990 (990) from 2012 through 2014.

Ms. Beckley-Knight claimed she did not see any of TCU's 990's from 2012 through 2014. Ms. Beckley-Knight stated she reviewed TCU's finances through the QuickBooks software but has never actually seen the 990s. Ms. Beckley-Knight was unable to provide a coherent answer as to who approved the final 990 prior to filing and repeatedly asked the relevance of SA (7)(f) [REDACTED] questions.

Ms. Beckley-Knight was asked to explain why the 990s listed a Colton, CA address. Ms. Beckley-Knight stated TCU's mailing address originally was a rented P.O. Box at a UPS store in Colton, CA; however, about 1-2 years ago TCU moved the mailing address to another P.O. Box. When asked, Ms. Beckley-Knight could not provide TCU's current mailing address but provided three possible locations; Ontario, CA, Archibald, CA or Glendora, CA. Ms. Beckley-Knight stated TCU did not have a physical address because it was a virtual organization that only acquired office space when it had a grant to operate. Ms. Beckley-Knight confirmed TCU's mailing address on the 990s for 2013 and 2014 were incorrect.

Ms. Beckley-Knight could not explain why or who instructed 6. (7)(c) [REDACTED] (formerly 6. (7)(c) [REDACTED] Owner, 6. (7)(c) [REDACTED], Riverside, CA to insert 6. (7)(c) [REDACTED], President, Board of Directors, TCU, as the principal officer on the 990s. Ms. Beckley-Knight became agitated and stated she did not understand why the aforementioned questions were asked of her and claimed that information was not important for filing purposes. Ms. Beckley-Knight added since there was no executive director for TCU, 6. (7)(c) [REDACTED] was added as the principal officer. Further, Ms. Beckley-Knight could not provide an answer if anyone from the board reviewed the 990's prior to filing

Ms. Beckley-Knight was asked who 6. (7)(c) [REDACTED] was and 6. [REDACTED] purpose as listed on Section "C" line "20" of the 990. Ms. Beckley-Knight stated 6. (7)(c) [REDACTED] was a CPA who worked on TCU's financial books several years ago. When asked, Ms. Beckley-Knight could not confirm if 6. (7)(c) [REDACTED] was in possession of the books for 2012 through 2014. Ms. Beckley-Knight was questioned further regarding 6. (7)(c) [REDACTED] and asked if listing 6. (7)(c) [REDACTED] on the 990's for 2013 and 2014 was inaccurate, to which 6. [REDACTED] replied it was not. Ms. Beckley-Knight once again became agitated and claimed the questions were not relevant. When asked if TCU filed inaccurate tax returns in 2013 and 2014, Ms. Beckley-Knight became flustered and was unable to answer the question.

|  |      |                               |
|--|------|-------------------------------|
| Agent Name and Signature:<br>(7)(f) [REDACTED] | Date |                               |
| Agent Name and Signature:                      | Date | Exh, Att, or Encl Number<br>9 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

The 990's disclosed TCU owned property in Cabazon, CA, and Ms. Beckley-Knight explained that some time ago TCU entered into a venture to construct a building to house TCU; however, due to lack of financing the land remained undeveloped. When asked, Ms. Beckley-Knight explained the money to acquire the property was a loan from MHM to TCU. Ms. Beckley-Knight was asked to produce the loan agreement or any documentation to support this loan. Ms. Beckley-Knight recanted her statement and claimed a friend who came into some recent wealth loaned TCU the money. When asked, Ms. Beckley-Knight was unable to explain the conditions of the loan or documentation regarding the loan. Ms. Beckley-Knight claimed the property was deeded to TCU.

Agent's Comment: Ms. Beckley-Knight repeatedly denied any wrongdoing by her and claimed the failure of the TCU Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant was attributed to the Corporation for National and Community Service (CNCS) lack of effective training. Ms. Beckley-Knight was reminded it was her and TCU's responsibility to understand the terms and conditions of the grant. Ms. Beckley-Knight attempted to distance herself as the principal of TCU and claimed TCU was a collaborative idea amongst several of her friends. Ms. Beckley-Knight claimed during the onset of CNCS's inquiries regarding TCU RSVP-HGA, CNCS officials forced her to use the title of executive director of TCU because no one wanted to explain to Ms. Beckley-Knight what the problem was. When asked to explain, Ms. Beckley-Knight stated CNCS officials demanded to speak to the person ultimately responsible for TCU, but since there was not an official executive director, Ms. Beckley-Knight told them she was the executive director. Ms. Beckley-Knight was reminded during the start of the CNCS-OIG investigation, SA (7)(f) [REDACTED] requested to speak TCU's executive director and Ms. Beckley-Knight asserted she was the executive director. Ms. Beckley-Knight continued to minimize her actions by providing incoherent hypotheticals to include comparing CNCS grants to National Science Foundation (NSF) grant. Ms. Beckley-Knight claimed NSF grants do not require their grantees to identify multiple sources for a contractual agreement. Once again, Ms. Beckley-Knight was reminded it was the responsibility for TCU to read the terms and conditions of the grant. When questioned on the selection process for TCU board members, Ms. Beckley-Knight confirmed she selected the board members. //Nothing Follows//

|                           |      |                               |
|---------------------------|------|-------------------------------|
| Agent Name and Signature: | Date |                               |
| Agent Name and Signature: | Date | Exh, Att, or Encl Number<br>9 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

On August 4, 2015, Special Agent (SA) (7)(f) [REDACTED] and Investigator (Inv) (7)(f) [REDACTED], Office of the Inspector General (CNCS-OIG), interviewed 6. (7)(c) [REDACTED], Board of Directors President, TCU Community Partnership (TCU), Bollingbrook, Illinois, regarding 6. [REDACTED] involvement with TCU and the TCU Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant.

6. (7)(c) [REDACTED] became involved with TCU in approximately 2002; when 6. (7)(c) [REDACTED], Ms. Luvina Beckley-Knight, brought 6. [REDACTED] on to manage future grant operations in the greater Chicago area. 6. (7)(c) [REDACTED], Board of Directors Treasurer, and 6. (7)(c) [REDACTED], Board of Directors Secretary, also joined TCU approximately at the same time. Ms. Beckley-Knight's for-profit business M.H.M. and Associates, a grant writing and management company created TCU and have always maintained a partnership between MHM and TCU. To date, TCU has never had an executive director and by default, Ms. Beckley-Knight assumed this role due to her involvement with MHM. 6. (7)(c) [REDACTED] admitted Ms. Beckley-Knight was in charge of TCU, regardless of her for-profit involvement with MHM. Yet, when the OIG investigators informed 6. (7)(c) [REDACTED] that Ms. Beckley-Knight stated the TCU Board of Directors gave her "full autonomy" to run TCU operations, 6. (7)(c) [REDACTED] could not recall granting such authority.

After unsuccessful attempts to locate grant opportunities in Illinois, and the inability to manage grants out of state, 6. (7)(c) [REDACTED] elected to only remain on TCU's board of directors. Since TCU board members and MHM were geographically dispersed, the board held meetings once a year with MHM, unless MHM had grant opportunities to discuss with TCU. The process was that Ms. Beckley-Knight, on behalf of MHM, sent various grant opportunities and documents to board members for review and approval. 6. (7)(c) [REDACTED] claimed 6. [REDACTED] would only briefly review the information and was not completely involved, despite 6. [REDACTED] role as President of the Board. 6. (7)(c) [REDACTED] trusted Ms. Beckley-Knight and her decisions for the best interest of TCU. When asked, 6. (7)(c) [REDACTED] could not recall if meeting notes were maintained; 6. (7)(c) [REDACTED] never reviewed or approved meeting notes.

With regard to TCU RSVP-HGA, Ms. Beckley-Knight forwarded the grant application information to the TCU board of directors to review. 6. (7)(c) [REDACTED] admitted 6. (7) [REDACTED] did not closely review the documents yet voiced 6. [REDACTED] approval to apply for the grant. When the grant was approved by CNCS, Ms. Beckley-Knight hired the people to work under the TCU RSVP-HGA grant without conducting a formal solicitation for bids or approval from the board. When asked, Ms. Beckley-Knight provided 6. (7)(c) [REDACTED] a copy of the TCU RSVP-HGA budget narrative, however 6. (7)(c) [REDACTED] could not provide any details to the document or where TCU's monetary contribution to the grant originated. Further 6. (7)(c) [REDACTED] admitted that 6. (7) [REDACTED] "signed off on things but 6. (7)(c) [REDACTED] 6. (7) [REDACTED] knows more" about TCU operations. Throughout the interview, 6. (7)(c) [REDACTED] deflected 6. [REDACTED] knowledge of TCU activity to 6. (7)(c) [REDACTED] as 6. (7)(c) [REDACTED] was more involved in the grants MHM brought to the board of

|  |   |
|--|---|
| (7)(f) [REDACTED] (7)(f) [REDACTED]<br>Agent Name and Signature: | Date<br><div style="font-size: 1.5em; text-align: center;">8/4/2015</div> |
|  | Date<br><div style="text-align: center;">10</div>                         |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |  |
|---|---|--|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |  |
|   | Page 2 of 2                             |  |

directors than [6. (7)(c)]. When asked [6. (7)(c)] recalled the grant was terminated because [6. (7)(c)] [6. (7)(c)], former Program Director, TCU RSVP-HGA, failed to manage the program properly. Further, [6. (7)(c)] was not made previously aware by Ms. Beckley-Knight of the current federal investigation into TCU RSVP-HGA.

The OIG investigators provided [6. (7)(c)] with copies of TCU's Bylaws, general contract between TCU and MHM, the agreement between TCU and MHM for grant management of the RSVP-HGA program, and the lease agreement for TCU RSVP-HGA. [6. (7)(c)] could not confirm [6. (7)(c)] signatures on any of the aforementioned documents. [6. (7)(c)] believed [6. (7)(c)] had seen these documents in the past and had granted verbal signature authority to either [6. (7)(c)], Ms. Beckley-Knight, and/or [6. (7)(c)], former Executive Grant Administrator, MHM, for documents that required immediate assistance, yet could not recall who inscribed [6. (7)(c)] signature on any of the documents. ///Nothing follows///

|                                       |      |                                |
|---------------------------------------|------|--------------------------------|
| Agent Name and Signature: [6. (7)(f)] | Date |                                |
| Agent Name and Signature: [6. (7)(f)] | Date | Exh, Att, or Encl Number<br>10 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |
|---|---|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |
|   | Page 1 of 2                             |

On August 5, 2015, Special Agent (SA) (7)(f) and Investigator (Inv) (7)(f), Office of the Inspector General (CNCS-OIG), interviewed (7)(c); Board of Directors Treasurer, TCU Community Partnership (TCU), Reno, Nevada, regarding (7)(c) involvement with TCU and the TCU Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant.

(7)(c) met Ms. Luvina Beckley-Knight, CEO, M.H.M. & Associates Enterprise (MHM), and Interim Executive Director, TCU, while students in college and both shared a vision to help and give back to their communities. In approximately 2000, the concept of TCU was created by (7)(c) and Ms. Beckley-Knight. TCU's board of directors was later initiated, in order to make TCU a legitimate non-profit organization. (7)(c) admitted TCU's board of directors members were geographically dispersed and were never heavily involved in TCU operations. (7)(c) explained (7)(c) led a busy personal life as the current owner of (7)(c) a for-profit professional training and leadership company, and (7)(c), a non-profit version of (7)(c), and could not commit (7)(c) self as TCU's board president. The selection criterion for TCU's Board of Directors President was based on whoever had more free time; (7)(c), Ms. Beckley-Knight's (7)(c) was selected for this position. The board of directors only conducted telephone meetings and (7)(c) was unaware if meeting minutes were maintained.

Shortly after TCU's board of directors was established, the board members approved Ms. Beckley-Knight, on behalf of MHM, to provide management oversight and be the Interim Executive Director of TCU; MHM was a for-profit grant writing and management company. A competitive bid selection for similar service was not conducted. (7)(c) stated the board of directors trusted Ms. Beckley-Knight's grant recommendations for TCU, which did not always require a board vote to proceed in the application process. (7)(c) could not state for certain if (7)(c) was aware of every grant MHM obtained for TCU.

With regard to TCU RSVP-HGA, Ms. Beckley-Knight and (7)(c) discussed having (7)(c) written into the grant to provide leadership and diversity training to new RSVP Volunteers. The funding for (7)(c) was to be received from grant funds; however, training was never conducted due to low Volunteer numbers. When asked, (7)(c) admitted neither MHM nor TCU solicited for competitive bids from other organizations to provide leadership and diversity training. (7)(c) never saw any grant documents, to include the TCU RSVP-HGA budget narrative. (7)(c) acknowledged TCU does not currently have any money and could not state for certain if TCU had any money, or where TCU's match portion would have come from, at the time the TCU RSVP-HGA grant was awarded. (7)(c) could not provide details regarding the TCU RSVP-HGA operations or why the grant was terminated.

The OIG investigators provided (7)(c) with copies of TCU's Bylaws, general contract between TCU and MHM, the agreement between TCU and MHM for grant management of the RSVP-HGA program, and the

|                           |        |      |                          |
|---------------------------|--------|------|--------------------------|
| Ag (7)(f)                 | (7)(f) | Date | 8/5/15                   |
| Agent Name and Signature: |        | Date | Exh, Att, or Encl Number |
|                           |        |      | //                       |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.



lease agreement for TCU RSVP-HGA. 6. (7)(c) relayed the TCU Board of Directors President 6. (7)(c) had TCU's signature authority for all contracts, and admitted all of 6. (7)(c) signatures on the aforementioned documents were different. 6. (7)(c) stated 6. (7)(c) has never signed 6. (7)(c) name on any contract for TCU, and suggested 6. (7)(c), former Executive Grant Administrator, MHM, could have inscribed 6. (7)(c) signature as 6. (7)(c) had signed documents for 6. (7)(c) in the past.

At the end of the interview, 6. (7)(c) admitted having a contract for management services between TCU and MHM with services paid out of grant funds, and that Ms. Beckley-Knight represented both MHM and TCU concurrently was not a good business practice. 6. (7)(c) relayed 6. (7)(c) would speak with the other board members and discuss to eliminate ties with MHM. ///Nothing follows///

|                                  |                          |
|----------------------------------|--------------------------|
| Agent Name and Signature: (7)(f) | Date                     |
| Agent Name and Signature: (7)(f) | Date                     |
|                                  | Exh, Att, or Encl Number |
|                                  | //                       |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

On September 1, 2015, Special Agent (SA) (7)(f) [REDACTED] and Investigator (Inv) (7)(f) [REDACTED], Office of the Inspector General (CNCS-OIG), interviewed (7)(c) [REDACTED], Board of Directors Secretary, TCU Community Partnership (TCU), Los Angeles, California, regarding (7)(c) [REDACTED] involvement with TCU and the TCU Retired Senior Volunteer Program for a Healthier Georgia (RSVP-HGA) grant.

(7)(c) [REDACTED] met Ms. Luvina Beckley-Knight, CEO, M.H.M. & Associates Enterprise (MHM), and Interim Executive Director, TCU, in 2000. Both had similar backgrounds and shared a goal of giving back to their communities. The concept of TCU was created around this time by Ms. Beckley-Knight and (7)(c) [REDACTED], Board of Directors Treasurer, TCU. At the request of Ms. Beckley-Knight, (7)(c) [REDACTED] joined the previously established TCU Board of Directors as Secretary. When asked, (7)(c) [REDACTED], Ms. Beckley-Knight's (7)(c) [REDACTED] was selected as the TCU Board of Directors President due to (7)(c) [REDACTED] and (7)(c) [REDACTED] external time commitment constraints. (7)(c) [REDACTED] explained (7)(c) [REDACTED] was initially very active on the board and shared equal responsibility with other board members to collect, review and sign official documents; however participation became limited due to the lack of TCU grants. To date, the board of directors only conducted telephone meetings, and no meeting minutes were recorded for at least the past three years. (7)(c) [REDACTED] confirmed TCU does not currently have any staff nor operational funds. Ms. Beckley-Knight had suggested (7)(c) [REDACTED] assume the role of TCU's Executive Director, however, declined the position due to lack of funding and external work constraints. When asked, (7)(c) [REDACTED] claimed (7)(c) [REDACTED] had not viewed TCU annual reports since the first years of TCU's inception.

(7)(c) [REDACTED] explained MHM was a for-profit grant writing and management company owned by Ms. Beckley-Knight and was contracted to solicit grants for TCU. Once grants were awarded, Ms. Beckley-Knight notified the board of directors. (7)(c) [REDACTED] was unable to provide an answer as to who in TCU's board of directors oversees Ms. Beckley-Knight in her role with MHM. (7)(c) [REDACTED] was further unable to identify any other grants that were solicited by MHM and awarded to TCU.

With regard to the TCU RSVP-HGA grant, (7)(c) [REDACTED] recalled (7)(c) [REDACTED] resided in Georgia to oversee the grant operations that was managed by MHM; (7)(c) [REDACTED] could not provide an explanation of the differences between these two roles. A competitive bid selection for similar service provided by MHM or other service providers written into the grant was not conducted. When asked, (7)(c) [REDACTED] indicated (7)(c) [REDACTED] had seen the TCU RSVP-HGA Budget Narrative and recalled TCU had to raise money for their portion of match funds, however MHM ultimately funded TCU's portion of match funds. Ms. Beckley-Knight informed (7)(c) [REDACTED] the grant was eventually relinquished because of funding issues and problems that arose from a CNCS site visit that put the grant in a fiscal hold status.

|  |   |
|--|---|
| (7)(f) [REDACTED]<br>(7)(f) [REDACTED] | Date<br><div style="font-size: 1.5em; text-align: center;">9/1/15</div> |
| Agent Name and Signature: [REDACTED]   | Date<br><div style="text-align: center;">12</div>                       |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

Agent's Note: CNCS-OIG Investigators informed 6. (7)(c) that 6. (7)(c) did not reside in Georgia to oversee grant operations. 6. (7)(c) was further informed that MHM never funded any of TCU's match funds, all of TCU's match funds were considered "in-kind", and that Ms. Beckley-Knight relinquished the grant after being pursued by CNCS for grant documentation while in the fiscal hold status.

The OIG investigators provided 6. (7)(c) with copies of TCU's Bylaws, general contract between TCU and MHM, the agreement between TCU and MHM for grant management of the RSVP-HGA program, and the lease agreement for TCU RSVP-HGA. 6. (7)(c) confirmed seeing all documents in the past and confirmed 6. signature. When shown, 6. (7)(c) confirmed 6. (7)(c) signatures on the aforementioned documents were different. 6. (7)(c) denied signing any documents for 6. (7)(c), nor could provide information as to whom had signature authority for 6. (7)(c). 6. (7)(c) was provided the RSVP-HGA Budget Narrative to review; 6. (7)(c) recanted 6. previous statement and indicated 6. could not remember the document. 6. 6. (7) was unaware MHM was paid \$810 a month from the RSVP-HGA grant and relayed the board would have had to approve this cost, yet did not.

At the end of the interview, 6. (7)(c) admitted having a contract for management services between TCU and MHM with services paid out of grant funds, and that Ms. Beckley-Knight represented both MHM and TCU concurrently was not a good business practice. Initially, 6. (7)(c) believed MHM was responsible for TCU, then recanted and indicated TCU's board of directors were ultimately responsible. ///Nothing follows///

|                                  |      |                                    |
|----------------------------------|------|------------------------------------|
| Agent Name and Signature: (7)(f) | Date |                                    |
| Agent Name and Signature: (7)(f) | Date | Exh, Att, or Encl Number<br><br>12 |

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |
|---|---|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |
|   | Page 1 of 2                             |

On September 11, 2015, Special Agent (SA) (7)(f) [REDACTED], Office of Inspector General (CNCS-OIG), conducted a telephonic interview with 6. (7)(c) [REDACTED] Owner, 6. (7)(c) [REDACTED], Riverside, CA, regarding TCU Community Partnership (TCU), California Tax Form 990 (990) from 2012 through 2014.

6. (7)(c) [REDACTED] confirmed the non-fiscal data annotated on the 990's was carried over from previous years (e.g. address). To 6. (7)(c) [REDACTED] understanding, 6. (7)(c) [REDACTED] believed the address listed on the 990s, 1040 S. Mount Vernon, Colton, CA, was the current mailing address for TCU. 6. (7)(c) [REDACTED] claimed 6. (7)(c) [REDACTED] was unaware TCU had changed their mailing address. 6. (7)(c) [REDACTED] confirmed the mailing address listed on the 990 was a Post Office box. 6. (7)(c) [REDACTED] was asked why the 990s did not include the Post Office box information, to which 6. (7)(c) [REDACTED] was unable to provide an answer. When asked where the actual physical location of TCU was, 6. (7)(c) [REDACTED] could not provide an answer.

On page 1, block "F", of the 990s identified 6. (7)(c) [REDACTED], Board President, TCU, as the principal officer for TCU; 6. (7)(c) [REDACTED] believed Ms. Luvina Beckley-Knight, CEO, MHM, provided 6. (7)(c) [REDACTED] name as the principal officer.

On page 6, section "C" line "20" of the 990s listed 6. (7)(c) [REDACTED], telephone number 6. (7)(c) [REDACTED] as "the person who possesses the organization's books and records". 6. (7)(c) [REDACTED] identified 6. (7)(c) [REDACTED] as a CPA who worked with 6. (7)(c) [REDACTED] to prepare TCU's finances; 6. (7)(c) [REDACTED] was also identified as Ms. Beckley-Knight's 6. (7)(c) [REDACTED]. 6. (7)(c) [REDACTED] claimed the information listed for 6. (7)(c) [REDACTED] on the 990 was correct because 6. (7)(c) [REDACTED] actually prepared TCU's 990 for 2012. However, for 2013 and 2014, 6. (7)(c) [REDACTED] was not in possession of the books. 6. (7)(c) [REDACTED] disclosed the 990's for 2013 and 2014 that were provided to the CNCS-OIG have not yet been filed with the IRS. When asked, 6. (7)(c) [REDACTED] admitted 6. (7)(c) [REDACTED] quickly prepared the aforementioned 990s because Ms. Beckley-Knight told 6. (7)(c) [REDACTED] she needed to provide the CNCS-OIG with 990's for 2012 through 2014. 6. (7)(c) [REDACTED] acknowledged the 990s contained inaccurate non-financial data; however, the fiscal data was correct.

6. (7)(c) [REDACTED] was asked to explain the filing process for 2012; 6. (7)(c) [REDACTED] stated after the 990 was prepared, 6. (7)(c) [REDACTED] and 6. (7)(c) [REDACTED] met with Ms. Beckley-Knight and TCU's board of directors to discuss the form. When asked who from the board was present during this meeting, 6. (7)(c) [REDACTED] became flustered and recanted 6. (7)(c) [REDACTED] statement claiming 6. (7)(c) [REDACTED] did not attend the meeting but believed 6. (7)(c) [REDACTED] met with Ms. Beckley-Knight and the board to discuss the 990. Subsequently, Ms. Beckley-Knight was provided the final 990 to file with the IRS.

|                           |      |                                |
|---------------------------|------|--------------------------------|
| (7)(f) [REDACTED]         | Date | 9-11-15                        |
| Agent Name and Signature: | Date | Exh, Att, or Encl Number<br>13 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.

|   |   |  |
|---|---|--|
| <b>AGENT'S INVESTIGATIVE REPORT</b><br>Office of Inspector General<br>1201 New York Avenue, NW, Suite 830<br>Washington, DC 20525 | OIG Investigative File Number: 2015-009 |  |
|   | Page 2 of 2                             |  |

Since the 990's for 2013 and 2014 were not filed, 6. (7)(c) claimed 6. (7) has not met with Ms. Beckley-Knight to conduct a review. 6. (7)(c) maintained 6. (7) would coordinate with Ms. Beckley-Knight to correct the 990's for 2013 and 2014 to reflect the correct address and Section "C" will have 6. (7)(c) name as the person possessing the organization's books. //Nothing Follows//

|                                  |      |                                |
|----------------------------------|------|--------------------------------|
| Agent Name and Signature: (7)(f) | Date |                                |
| Agent Name and Signature:        | Date | Exh, Att, or Encl Number<br>13 |

CNCS-OIG DEC 11

**FOR OFFICIAL USE ONLY**

This report is the property of the Office of Inspector General and is loaned to your office, department, or agency. The report, its contents, and attachments may not be reproduced without written permission. This report is FOR OFFICIAL USE ONLY and its disclosure to unauthorized persons is prohibited. Public availability to be determined under 5 U.S.C. 552.