

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT

THIRD AMENDMENT TO CONTRACT NO. C000050607

This contractual Agreement entered into by and between the **Commonwealth of Pennsylvania, Department of Community and Economic Development**, hereinafter referred to as the "**Grantor**", and the

ACTION-HOUSING
425 Sixth Avenue, Suite 950
Pittsburgh, PA 15219

hereinafter referred to as the "**Grantee**" party of the second part.

WITNESSETH:

WHEREAS, the **Grantor** has a Contract with the **Grantee**, and

WHEREAS, the **Grantor** wishes to amend the Contract to allow the **Grantee** to carry out the scope of services, and

NOW, THEREFORE, the parties hereto intending to be legally bound do hereby agree to the following:

1. Those programmatic changes and modification detailed in Appendix A, B & C.
2. The amount of this Budget Amendment is THREE MILLION, SIX HUNDRED FORTY THREE THOUSAND, ONE HUNDRED SEVENTY DOLLARS (\$3,643,170.00) AND NO CENTS-----. The total amount of this Contract as amended will be SEVEN MILLION, ONE HUNDRED SEVENTY SIX THOUSAND, EIGHT HUNDRED TWENTY FIVE DOLLARS (\$7,176,825.00) AND NO CENTS-----.
3. All terms and conditions of this Contract not changed or modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

ACTION-HOUSING

Vendor Number
Federal Identification Number

For Commonwealth signatures only

Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development

GRANTEE: Please sign & complete at "X's" only

X By [Signature] (Seal)

X Title Executive Director

X Date 12/10/2011

[Signature]
Secretary/Deputy Secretary

12/29/11
Date

Approved:

X By [Signature]

X Title Controller

X Date 12/12/11

I hereby certify that funds in the amount of
\$3,643,170 are available under Appropriations
Symbol:

839500950330
7022211000 2419001000 ~~P395009502006600700~~ -
\$47,700
839500950300
7022211000 2419001000 ~~P395009501006600700~~ -
\$824,247
839042904200
7021311000 2419001000 ~~P390400041006600700~~ -
\$2,771,223

For Commonwealth signatures only

Approved as to Legality and Form

[Signature] 12/28/11
Office of Chief Counsel Date

Preapproved Form # 4-K-2202
Office of General Counsel Date

Preapproved Form # 4-K-2202
Office of Attorney General Date

Program WXX
Contract # C000050607
CFDA # DOE: 81.042
CFDA # LIHEAP: 93.568

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of
funds:

[Signature] 1-31-12
Comptroller Date



WEATHERIZATION ASSISTANCE PROGRAM PROPOSAL SUMMARY

SECTION I: GENERAL INFORMATION

CONTRACT NUMBER: <i>C000050607</i>	IRS TAX EXEMPT NUMBER:
SUBGRANTEE: Action-Housing, Inc.	
AGENCY ADDRESS: 425 Sixth Avenue, Suite 950 Pittsburgh, Pennsylvania 15219-1819	
EXECUTIVE DIRECTOR: Lawrence A. Swanson	TELEPHONE: (412) 281-2102
CONTACT PERSON Tim Novak	TELEPHONE: (412) 227-5700 ext. 2104

AMOUNT OF GRANT REQUEST

Total Grant:	\$ 3,643,70.00
DOE:	871,947.00
LIHEAP Crisis:	2,771,223.00
Other:	

OTHER NON-WEATHERIZATION FUNDS

SOURCE	AMOUNT
Total:	\$

SECTION II: APPLICATION SUMMARY

PROPOSED EXPENDITURE PERIOD

(DOE) From: July 1st	To: June 30, 2012
(LIHEAP Crisis) From: October 1st	To: September 30th, 2012
(OTHER) From:	To:
Area(s) to be served: Allegheny, Washington & Greene Counties.	

PROPOSED # UNITS TO BE WEATHERIZED

DOE:	110
LIHEAP CRISIS:	586
OTHER:	

SECTION III: PROGRAM SUMMARY

Action-Housing is a non-profit agency operating multiple programs assisting elderly and moderate income families in the Western Pennsylvania area. Our intention is to provide Weatherization and Crisis services to eligible families in Allegheny County, including the City of Pittsburgh, as well as Washington and Greene Counties. These services will be provided thru the use of experienced trained Weatherization and HVAC sub-contractors.

Based on past service history, we anticipate that 38% of the DOE units we weatherize will be Elderly occupied, and 21% will be handicapped occupied. Conversely, we anticipate 30% of the units we assist thru the Liheap/Crisis program will be elderly occupied, and 19% will be handicapped occupied.

Anticipated Housing stock to be serviced:

DOE	Liheap/Crisis
Multi-Family ... 8%	Multi-Family ... 2%
Single Family (owner occupied) .. 63%	Single family (owner occupied) ... 75%
Single Family (renter occupied) ... 20%	Single Family (renter occupied) .. 8%
Mobile Home (owner occupied) ... 6%	Mobile Home (owner occupied) .. 13%
Mobile Home (renter occupied) ... 3%	Mobile Home (renter occupied) ... 2%

Client Recruitment: Action-Housing has established long term relationships with other social agencies and neighborhood groups throughout our service area to assist with our community outreach efforts, in addition we have developed brochures, flyers and other handouts informing potential eligible families of the wx services available to them, as well as the eligibility requirements. All applicants who at or below the 200% Federal poverty level and have not previously had weatherization services, will be assisted.

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SECTION III: PROGRAM SUMMARY (cont'd)

Consumer Education: Action-Housing provides energy education to every client that receives weatherization services, our Energy Auditors distribute simple energy saving tips to every client along with an explanation as to how the clients can save energy on there own, this is done routinely as part of the final work inspection process. Additionally, we offer a more in depth energy saving education package, which includes a visit to the home by a trained Energy Educator, who will present a detailed power point presentation on Energy savings, including a explanation of the benefits of each weatherization measure performed on their home as part of the weatherization process.

SECTION IV: CERTIFICATION

AUTHORIZED SIGNATURE:

Lawrence A. Swanson / PAF

NAME AND TITLE:

LAWRENCE A. SWANSON,
Executive Director

DATE SUBMITTED:

11/7/11

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PA Weatherization Program
Budget Summary for FY 2011 - 2012

Agency:	ACTION-Housing, Inc.
Application Date:	11/3/2011
Proposed Contract Period:	07/01/2010 - 09/30/2013
Expenditure Period:	07/01/2011 - 09/30/2012
Amendment Number: <i>(if applicable)</i>	3
Contract Number:	C000050607
Amendment Date:	11/7/2011

	DOE	LIHEAP	FY 11/2 Total Wx Program
I. Administration			
A. Personnel	36,376.00	61,844.00	98,220.00
B. Operating Costs	15,781.00	61,717.00	77,498.00
C. Office Equipment	1,000.00	15,000.00	16,000.00
TOTAL ADMINISTRATIVE COSTS	\$53,157.00	\$138,561.00	\$191,718.00
II. Financial Audit			
A. Financial Audit	2,260.00	5,040.00	7,300.00
TOTAL FINANCIAL AUDIT COSTS	\$2,260.00	\$5,040.00	\$7,300.00
III. Direct Services			
A. Program Support	188,458.00	399,350.00	587,808.00
B. Program Operations	456,550.00	2,212,072.00	2,668,622.00
C. Vehicles & Major Equipment	23,000.00	0.00	23,000.00
D. Health & Safety	93,522.00	0.00	93,522.00
TOTAL DIRECT SERVICES	\$761,530.00	\$2,611,422.00	\$3,372,952.00
IV. Liability			
A. Liability	7,300.00	16,200.00	23,500.00
TOTAL LIABILITY	\$7,300.00	\$16,200.00	\$23,500.00
V. Training & Technical Assistance			
A. Training & Technical Assistance	47,700.00	0.00	47,700.00
TOTAL Training & Technical Assistance	\$47,700.00	\$0.00	\$47,700.00
GRAND TOTAL	\$871,947.00	\$2,771,223.00	\$3,643,170.00
	DOE	LIHEAP	
Proposed Number of Units	110	586	
Cost per Unit (as per DOE)	\$5,668	\$4,456	

APPENDIX B

SPECIAL CONDITIONS
WEATHERIZATION ASSISTANCE FOR LOW-INCOME PERSONS PROGRAM

Notwithstanding any provision contained herein to the contrary, the following Special Conditions apply to the above – referenced grant contract and are incorporated therein:

Original:

The grant contract amount represents the entire amount allocated to each agency based on a distribution formula. The agency will initially have spending authority for 50% of the allocation. Over the course of the 2010-2011 program year, the other 50% will be authorized or redistributed based upon specific performance quality metrics that will focus on quality, reporting and compliance with production schedules and the all other program requirements.

Subsequent Amendment:

Federal Funding Accountability and Transparency Act Provisions.

- (1) Registration and Identification Information.
 - (A) The Grantee must maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which the Grantee has active federal awards funded pursuant to this Contract. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.
 - (B) The Grantee must provide its assigned DUNS number, and DUNS + 4 number if applicable, to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.
- (2) Primary Location.
 - (A) The Grantee must provide to the Commonwealth the primary location of performance under the grant award, including the city, State, and zip+4. If performance is to occur in multiple locations, then the Grantee must list the location where the most amount of the grant award is to be expended pursuant to this Contract.
 - (B) The Grantee must provide this information to the Commonwealth along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides this information.
- (3) Compensation of Officers.

- (A) The Grantee must provide to the Commonwealth the names and total compensation of the five most highly compensated officers of the entity if:
- (i) the entity in the preceding fiscal year received:
 - (a) 80 percent or more of its annual gross revenues in Federal awards; and
 - (b) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- (B) If the Grantee does not meet the conditions listed above, then it must specifically affirm to the Commonwealth that the requirements of this clause are inapplicable to the Grantee.
- (C) The Grantee must provide information responding to this question along with the Grantee's return of the signed Contract. The Commonwealth will not process this Contract until such time that the Grantee provides such information responding to this question.