

## INTRODUCTION

**The overall mission of the New York State Homes and Community Renewal (HCR) is Partnering to Improve and Preserve our Homes and Communities.**

The New York State Homes and Community Renewal comprises all the State's major housing and community renewal agencies, among which are the Division of Housing and Community Renewal (DHCR) and the Housing Trust Fund Corporation (HTFC), a subsidiary public benefit corporation of the NYS Housing Finance Agency (HFA). HTFC contracts with DHCR to administer some of the activities of the Section 8 program.

Within the overall mission of the agency, this Administrative Plan serves as the HCR operational handbook for implementing the U. S. Department of Housing and Urban Development's (HUD) Section 8 Housing Choice Voucher (HCV) Program, including Enhanced and Project-based Vouchers). This Plan has been prepared in such a manner as to ensure compliance with all requirements set forth in 24 CFR §982.54 (Administrative Plan).

In the implementation of the Section 8 Housing Choice Voucher (HCV) Program, HCR acts as the Public Housing Agency (PHA) for all local programs under its purview. In this capacity as PHA, HCR has full responsibility for the satisfactory completion of all contractual obligations with HUD. The Section 8 tenant-based assistance programs are federally funded and administered for the State of New York by HCR through its Statewide Section 8 Voucher Program Office.

To effectively and efficiently implement the program over its entire Statewide jurisdiction, HCR has contracted with Local Administrators (LAs) to undertake necessary field activities. Day-to-day responsibility for local administration of the HCV Program in the field is assumed by each LA in its designated local area of operation. The divisions of responsibilities are detailed in a contract between HCR and each of its LAs.

The NYS HCR/Statewide Section 8 Voucher Program is authorized to administer the Section 8/Housing Choice Voucher Program statewide, currently in the following NYS jurisdictions: Allegany, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Delaware, Dutchess, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Nassau, New York (*Bronx, Brooklyn, Manhattan, Queens, Staten Island*), Niagara, Oneida, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rockland, Saratoga, Seneca, Schuyler, Steuben, St. Lawrence, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Washington, Wayne, Westchester, Wyoming and Yates Counties. HCR is also authorized to administer a mobility counseling program in Westchester County.

Administration of the Section 8 Program and the functions and responsibilities of the HCR staff will be in compliance with the HCR Personnel Policy and HUD's Section 8 Regulations as well as all Federal, State and local Fair Housing Laws and Regulations.

### **LA Contract Default**

As indicated above, day-to-day responsibility is assumed by each LA and the division of responsibilities detailed in a separate contract between HCR and each LA.

- A. Events of Default: Any of the following shall constitute an “Event of Default:”
- i. Failure to perform the Tasks set forth in this Agreement and/or annexed documents;
  - ii. Noncompliance with any provision of this Agreement;
  - iii. Violation of the Administrative Plan, applicable Federal regulations, or any other applicable state or federal rules in carrying out the Tasks required by the Scope of Work;
  - iv. Failure to comply with any other written guidance issued by HCR or HTFC;
  - v. Failure to maintain the minimum requirements of the ACC;
  - vi. Actions by the LA or its staff, officers, subcontractors, or agents that would or do jeopardize the health, safety, and welfare of Program participants;
  - vii. Actions by the LA or its staff, officers, subcontractors, or agents that would or do damage the reputation and/or credibility of HCR, HTFC or the State of New York;
  - viii. Instances of fraud or any misrepresentation by the LA or its staff, officers, subcontractors, or agents;
  - ix. Failure to perform in accordance with the LA’s most recent Plan accepted by HCR, or failure to notify HCR of changes to the Plan.
  - x. In the event that the LA shall generally not pay its debts as such debts become due, or shall admit in writing its inability to pay its debts generally, or shall make a general assignment for the benefit of creditors; or any proceeding shall be instituted by or against the LA or any of its affiliates seeking to adjudicate it a bankrupt or insolvent, or seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of its or its debts under any law relating to bankruptcy, insolvency or reorganization or relief or debtors, or seeking the entry of an order of relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property; or LA shall take any corporate action to authorize any of the actions set forth above in this paragraph.
  - xi. In the event the LA is Non-Operational because of a Force Majeure Event or otherwise, provided that, without limiting any other remedy it may have, the Agency may, at any time, terminate the affected portion of this Agreement and either perform the affected Services itself or, at any time, contract with a third party for substitute services.
  - xii. In the event there has been a material adverse change in the financial condition of LA which affects the ability of LA to perform the Services.
  - xiii. In the event of a change in Control of LA where such Control is acquired, directly or indirectly, in a single transaction or series of related transactions by an entity that the Agency believes would adversely affect the Agency’s or any Agency Affiliate’s public mission or the Services, (ii) that all or substantially all of the assets of LA are acquired by any entity, or (iii) that LA is merged with or into another entity to form a new entity, provided, that, the Agency may terminate this Agreement at any time within six (6) months after the last to occur of such events. For purposes of this paragraph, “Control” shall mean the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a stock corporation) of LA.

- xiv. If LA shall or shall attempt to assign or transfer in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement (other than pursuant to subcontractors that are approved in writing by the Agency) or any interest therein without, in any such case, the prior written consent of the Agency in accordance with Section XXIII, or LA shall encumber in any manner, either voluntarily or involuntarily, by operation of law or otherwise, all or any portion of this Agreement, or any interest herein without, in any such case, the prior written consent of the Agency.
- xv. If LA or any of its affiliates, officers or controlling owners shall become the subject of any investigation by any governmental authority for violation of any law or regulation or shall commit any act that the Agency believes will reflect badly on the standing of the Agency or any Agency Affiliate or cause negative media attention on the Agency, any Agency Affiliate or its or their employees via acts or omissions arising from LA activities, whether or not related to Services to be performed under this Agreement.
- xvi. If any change in law or regulation results in circumstances that adversely affect (i) LA's ability to provide the Services for the Fees, or (ii) LA's performance of the Services.
- xvii. Failure to obtain the necessary subcontracts to comply with the Office of Economic Opportunity & Partnership Development's MWBE and SWDOB requirement or failure to provide evidence of unsuccessful outreach. This only applies to a LA that is not self-performing.
- xviii. **If the U.S. Department of Housing and Urban Development, or another appropriate federal agency, takes action to terminate the agency's Section 8 Housing Choice Voucher Annual Contributions Contract, or if sufficient federal funding is not available to sustain program operations.**

**B. Default Notice:** Upon the occurrence of any of the above Events of Default, HTFC may issue a Notice of Default. The LA shall have a minimum of five (5) business days, to cure such Event of Default, except as provided for in this subsection. HTFC may under emergency circumstances require that a default be cured in fewer than five (5) business days but no less than 24 hours if it determines that: 1. the safety, health or well-being of Section 8 participants, staff or the public may be in jeopardy; 2. federal, state or local law requires immediate action; -or- 3. immediate action is required to protect the interest of HTFC. If the LA wishes to dispute any portion of the default notice, they must submit a protest in writing to the HCV Director within forty-eight (48) hours of receiving the notice, except in emergency circumstances in which case the protest must be received within 24 hours. The Director will review the protest and determine whether to withdraw or amend the default notice at his/her sole discretion.

### **Charges Against Section 8 Administrative Fee Reserve**

As a New York State government department, HCR does not have a Board of Commissioners.

The Commissioner of HCR or, for usual and customary business in the implementation of the Section 8 Housing Choice Voucher Program, the Commissioner's designee is responsible for review and approval of all proposed expenditures that may be made from an operating reserve for "other housing purposes".