

## TERM SHEET - SERVICES AGREEMENT: TRANSITIONAL HOUSING

#	Key Term	Clause	Explanation
<b>Overview and Specified Key Terms Section</b>			
1.	<b><u>Agreement</u></b>	Agreement	The parties agree to be bound by the terms (set out in the Key Terms section and the Schedules) of the Services Agreement.
2.	<b><u>Key Terms Section</u></b>	Key Terms	This section of the Services Agreement sets out the key commercial terms and conditions on which MSD agrees to procure from the Provider, and the Provider agrees to deliver, certain transitional housing and related support services.  These Key Terms will be populated by the parties at the time the Services Agreement is entered into, and some are explained in further detail below:
	<b><u>Structure of Documents</u></b>		The Services Agreement is supplementary to the Relationship Agreement between MSD and the Provider.  The terms of the Relationship Agreement form part of the Services Agreement.  The Relationship Agreement contains further generic detail on some topics dealt with here.
	<b><u>Parties</u></b>		The parties to the Services Agreement will be the same as the parties to the associated Relationship Agreement.
	Term		From the date all Conditions Precedent have been satisfied (or waived) until the: <ul style="list-style-type: none"> <li>• date that is agreed between the parties and included in the Key Terms; or</li> <li>• earlier termination of the Services Agreement.</li> </ul>
	Conditions Precedent		The Provider obtaining, and at all times thereafter during the Term maintaining, level 3 MSD approval (as designated by MSD, in accordance with its approval framework, standards and requirements for organisations delivering social services, as described on MSD's website from time to time).
	Insurances required		The Provider is to take out and keep current any insurance policies required by MSD for the purposes of the Services Agreement.

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<b>Schedule 1: The Services</b>			
This Schedule describes the services to be provided by the Provider during the Term.			
<b>3.</b>	Accommodation	1	<p>The Provider will be required to:</p> <ul style="list-style-type: none"> <li>• make the Properties exclusively available to MSD in the Service Location during the Term, for the provision of short term transitional housing;</li> <li>• ensure that, in respect of each Property and across all of the Properties, the relevant Maximum Households thresholds are not exceeded;</li> <li>• ensure that Occupants contribute a rental amount that is no more than 25% of the after tax income of the Placed Household;</li> <li>• assist each Occupant to have their personal possessions: <ul style="list-style-type: none"> <li>○ stored during their stay; and</li> <li>○ promptly delivered to their new long-term accommodation following their stay;</li> </ul> </li> <li>• ensure Properties are safe and healthy residences, not overcrowded and are well maintained;</li> <li>• correctly report on the status of the Properties; and</li> <li>• ensure the Properties are quickly cleaned and, if required, repaired between stays.</li> </ul>
		2	The Provider may substitute Properties on a like for like basis.
		3	The Provider will also provide tenancy management and property management services in accordance with the Tenancy Management Requirements and Property Management Requirements.
<b>4.</b>	Support Services	4	The Provider will provide the Support Services as listed in the Key Terms.
<b>5.</b>	Additional Services	5	The Provider is to provide any Additional Services as listed in the Key Terms as required by Occupants.
<b>6.</b>	Resourcing	6	The Provider will engage sufficient personnel so as to enable it to properly perform the Services.
		7	The Provider will ensure such personnel undertake training MSD reasonably requires.
<b>7.</b>	General performance obligations	8	<p>The Provider will be required to provide the Services in accordance with:</p> <ul style="list-style-type: none"> <li>• all Laws;</li> <li>• the Operational Manual; and</li> <li>• any special requirements particular to the Properties.</li> </ul>
<b>8.</b>	Termination for Convenience	9	Notwithstanding any provision of the Relationship Agreement, only MSD may terminate this Services

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			Agreement for convenience and to do so, MSD must give 90 Business Days' notice.
<b>Schedule 2: Services Payment and other payments</b>			
This Schedule sets out the payments to be made by MSD to the Provider.			
9.	Services Payment	1 and 2	<p>MSD will pay the Services Payment quarterly in advance in accordance with the following formula:</p> <p><b>Services Payment</b> = <i>Accommodation Subsidy + Service Delivery Fee – Unavailability Deduction</i></p> <p>With the:</p> <ul style="list-style-type: none"> <li>• Accommodation Subsidy being the aggregate maximum of the weekly accommodation subsidy for all Properties set out in Schedule 3 (as that Schedule is updated by MSD from time to time on MSD's Public Housing Client System);</li> <li>• Service Delivery Fee being the amount specified in the Key Terms per week per Placed Household; and</li> <li>• Unavailability Deduction being the amount set out in the Key Terms per day per Property that is Unavailable. MSD is not obliged to make the Unavailability Deductions.</li> </ul>
10.	Up-front Costs and Miscellaneous Costs	3	<p>MSD will pay any Up-front Costs and/or Miscellaneous Costs in accordance with the Key Terms.</p> <p>The Up-front Costs may consist of:</p> <ul style="list-style-type: none"> <li>• Specific Up-front Costs as specified in the Key Terms;</li> <li>• Advance Accommodation Amounts, which are, in respect of a Property leased by the Provider, is an amount of up to four weeks' rent; and</li> <li>• Letting Fees, which are, in respect of a Property leased by the Provider, the letting fee of up to one weeks' total rent for each Property.</li> </ul> <p>The Miscellaneous Costs may consist of:</p> <ul style="list-style-type: none"> <li>• Storage costs up to the amounts specified in the Key Terms;</li> <li>• Removal Costs up to the amounts specified in the Key Terms; and</li> <li>• Maintenance Costs up to the amounts specified in the Key Terms.</li> </ul>
		4	The Provider must only use the Up-front Costs and Miscellaneous Costs for the purposes described in the Key Terms.
11.	Invoicing and Payments	5 and 6	<p>All payments will be made in accordance with the Relationship Agreement and the Operational Manual but only after MSD has received:</p> <ul style="list-style-type: none"> <li>• a valid tax invoice;</li> <li>• the immediately prior Payment Period's Unavailability report; and</li> <li>• in respect of Up-front Costs and/or Miscellaneous Costs, sufficient supporting information confirming that the payment</li> </ul>

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			conditions set out in the Key Terms have been satisfied.
<b>Schedule 3: Schedule of Properties</b>			
This Schedule sets out the Properties as at the Commencement Date and the information contained in this Schedule will be made available by MSD in the MSD Public Housing Client System. Please note that this information contained in this Schedule will be updated by MSD periodically in the MSD Public Housing Client System.			
<b>Schedule 4: Performance Measures</b>			
This Schedule sets out the Performance Measures that will apply during the Term.			
12.	Current Performance Measures and Future Performance Measures	1 and 2	Specified Performance Measures will apply from the Commencement Date.  MSD may also amend the Performances Measures set out in this Schedule 4 by giving notice to the Provider.
<b>Schedule 5: Interpretation</b>			
This Schedule defines terms used throughout the Services Agreement, incorporates the definitions from the Relationship Agreement and sets out some interpretation rules.			