

PART D

SCOPE OF SERVICES

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D1 INTRODUCTION

This document provides RailCorp's requirements for both the provision of Employee Assistance Program, critical incident support services, training services and management consultation aimed towards supporting the health and well-being of employees to the extent that it produces measurable results for the organisation.

D1.1 Summary

The purpose of the Employee Assistance Program (EAP) is to provide professional counselling services for employees and their immediate families, which will help them to resolve problems in a comfortable, neutral and confidential manner. The provision of Critical Incident Counselling is to deliver a support and counselling service to RailCorp employees who have experienced a serious incident in the workplace.

D1.2 Scope of Services

The Scope of Services for this engagement will require:

- a) General Counselling consisting of telephone counselling and face to face counselling.
- b) Critical incident counselling/support for individuals or groups of staff members who have been exposed to a serious incident in the workplace.
- c) Critical incident follow-up counselling/support consisting of telephone and face to face counselling as a follow-up for individuals who been exposed to a serious incident in the workplace.
- d) Consultation on people management issues, on-site conflict resolution and mediation services as determined by RailCorp.
- e) In-service training of RailCorp's management, supervisory staff and employees, as determined by RailCorp, in relation to people management issues, conflict resolution and mediation.
- f) Manager Assistance Service by providing a phone service for managers and supervisors to access support and coaching on 'people management' issues as well as providing support and consultation resources for managing serious incidents.

D1.3 Definitions

Term	Definition
ADO	Accrued Day Off (19 day month)
Counselling	A process in which an individual is facilitated to explore personal, social, and psychological issues and where a range of options are developed and explored in order to achieve the most appropriate outcome.
Training	The provision of formal structured education programs specific to RailCorp's needs together with related relevant programs designed to assist employees to utilise EAP & Critical Incident Counselling.
Critical Incident Counselling/ support	Immediate counselling/support offered on site within a 2-hour timeframe following best practice and current standards for managing Critical Incident environments.
Contract	Means this Contract concluded between RailCorp and the Contractor, including all special conditions, specifications, schedules and other documentation incorporated with and forming part of the Contract.
Contractor	The organisation or individual who by the contract undertakes to provide the deliverables required by the Contract and, where the Contractor is an individual or partnership, the expression shall include the personal representatives of that individual or of the partners as the case may be and the expression shall also include any person to whom the benefit may be assigned by the Contractor with the consent of RailCorp.
Confidential Information	<ul style="list-style-type: none"> • is by its nature confidential; • is designated by that Party as confidential • The other Party knows or ought to know is confidential.
Delegate	Shall mean the person for the time being holding or performing the duties of Senior Advisor, Critical Health Management, RailCorp and includes a nominated employee who is authorised by the Manager Health & Wellbeing, to perform the functions of the Delegate.
Employee Assistance Program	A professional counselling service for employees of RailCorp and their immediate family, to assist them in resolving issues in a comfortable, neutral and confidential manner
Immediate Family	Members of the employees immediate family and includes partners and dependants.
Intellectual Property	All rights in copyright, patents, registered and unregistered trademarks, registered designs, trade secrets, and all other rights of Intellectual Property defined in Article 2 of the Convention Establishing the World Intellectual Property Organisation of July 1967, whether created before or after the date of this Contract.
Parties	Means RailCorp and the Contractor
RDO	Rostered Day Off (9 day fortnight)

D2 ORGANISATIONAL PROFILE

D2.1 Organisation Structure of RailCorp

RailCorp is the new integrated rail entity in New South Wales, combining StateRail and the greater metropolitan functions of the Rail Infrastructure Corporation to provide safer, cleaner, more secure and more reliable rail transport. RailCorp owns and maintains the rail infrastructure in the greater metropolitan Sydney region and delivers the CityRail and CountryLink passenger services.

D2.2 Business Groups

For the purposes of the contract, RailCorp's responsibilities are reflected in three broad areas in the organisation structure:

Asset Management: responsibilities include metropolitan infrastructure, rolling-stock, engineering capability, standards and design.

Service Delivery: responsibilities include Security, Station Operations, Presentation Services (Cleaning - trains & stations), Passenger Information, Performance Standards, Countrylink, Train Operations, Train Crewing And Network Control of train services.

Other Business Groups: responsibilities include Product Development, Finance, Human Resources, Safety and Environment, Communications and Corporate Counsel.

D2.3 The Employees

RailCorp's employees comprise a multicultural and diverse workforce containing a broad range of skills and occupations. There are significant numbers of employees from non-English speaking backgrounds including amongst others Arabic, Chinese, Indian and Macedonian. The skill level ranges from professional, managerial, trades, plant operators to unskilled labour.

D2.4 Employee Numbers

RailCorp employs approximately 14000 staff throughout NSW. The majority of the employees are in the greater metropolitan area. The general extent of the Metro RailCorp network from Sydney is to Newcastle to the north, Lithgow to the west, Macarthur to the south-west and Nowra on the south coast. CountryLink's XPT and XPLOER trains and coaches carry passengers through a range of destinations in NSW, the ACT, Victoria and Queensland travelling between Sydney, Melbourne, Brisbane, Dubbo, Grafton and Casino.

BUSINESS GROUP	EMPLOYEE NUMBERS
Service Delivery	7,965
Asset Management	4,626
Product Development	68
Finance	169
Human Resources	284
Safety & Environment	99
ICT	172
Corporate Counsel/Comp Sec	45
Strategy, Performance & Access	28
Corporate Services	337
Communications	50
Other	212
Total	14055

D3 PROVISION OF PROFESSIONAL SERVICES

- D3.1** The proposed engagement will be for a **two (2) year period with an option, at RailCorp's discretion to extend the Contract Period for a further three (3), one (1) year periods.**
- D3.2** The Contractor shall provide a service consisting of general counselling, critical incident support counselling, critical incident follow-up counselling, consultation and in-service training.

The service shall consist of:

- a) Professional general counselling to be undertaken only by clinical psychologists with current clinical registration or by registered psychologists with extensive clinical experience with a priority given to 5 years + clinical experience in EAP services (registration must be for relevant State); Additionally counsellors must be skilled and experienced with demonstrated competence in Critical Incident Counselling/ Support;
- b) One 'cost of a local call' telephone number for the whole contract (any costs associated with establishing a separate telephone number shall be met by the Contractor);
- c) Travel to appointments with RailCorp employees for face-to-face counselling, critical incident stress counselling/support, consultation on people management, and in-service training;
- d) Professional consulting rooms that shall facilitate confidential counselling;

- e) Maintenance of confidential data on staff utilising the Program, and the provision of reports and program evaluations in a designated format as required;
- f) Liaison with other counsellors and welfare agencies in matters related to the staff member's involvement in the program;
- g) Consultation on people management issues, on-site conflict resolution and mediation services, as determined by RailCorp; and in-service training of RailCorp's management, supervisory staff and employees, as determined by RailCorp, in relation to people management issues, conflict resolution and mediation.
- h) Continued consultation with RailCorp regarding the EAP including the overall design, management and implementation of the Program.

D4 ACCESSABILITY

D4.1 The service shall be available to all RailCorp employees and their immediate family members, including children.

D4.2 The contracted service shall include:

- a) Access to emergency telephone counselling 24 hours per day, seven days per week, 52 weeks per year;
- b) Access to face-to-face EAP general counselling from 8.00am to 6.00pm, Monday to Friday; and in a timely manner according to the nature of the referral. This is to occur within 5 calendar days of contact, unless otherwise negotiated between the client and the Contractor;
- c) Face to face counselling shall include group counselling (ie. immediate family members seen with the staff member, staff groups) as appropriate;
- d) In exceptional circumstances, passengers may be referred to the Contractor for Critical Incident Support by RailCorp's Delegate or nominated Senior Manager such as Manager, Public Risk.

D5 METHOD OF REFERRAL

D5.1 Access to the EAP service may be obtained by self-referral or by referral by any member of RailCorp staff, unions or family members.

D5.2 Participation by the staff member in any part of the EAP Program is to be voluntary.

- D5.3** Line Managers and Senior Managers are the preferred sources for initiating Critical Incident Counselling/Support. The initiation of immediate post incident support after a Critical Incident is to be a standard RailCorp procedure. Participation by employees in Critical Incident Counselling Support is to be voluntary.

D6 COUNSELLING LIMITS & REFERRALS FOLLOWING COUNSELLING

- D6.1** Counselling provided under the contract is for short term, problem focussed interventions and referral of clients with identified long-term needs.
- D6.2** The Contractor shall provide EAP for personal (including relationship/marriage counselling) and work-related problems to a maximum annual limit of four (4) sessions of counselling sessions per employee. The annual limit shall be cumulative throughout the period of the contract, including any optional extensions to the contract. The Delegate may, at his/her discretion, approve an advance of subsequent years counselling time. No advance is to be provided by the Contractor to clients without the prior written approval of the Delegate. Group Critical Incident Support and Critical Incident follow-up counselling is not included in the General Counselling limit.
- D6.3** Where an employee has undertaken the designated number of EAP sessions and requires further counselling for the same problem, the Contractor shall refer the staff member to an appropriate person or organisation. This may include referral on psychological, psychiatric, legal, language and/or financial grounds. The Contractor shall also be responsible for monitoring the outcome of these referrals. Costs associated with these additional counselling sessions, whether incurred with the Contractor, another EAP provider or anyone else shall be the responsibility of the individual staff member and shall not be met by RailCorp. It is the responsibility of the Contractor to clearly explain this provision concerning costs involved with any additional counselling sessions to the staff member concerned.
- D6.4** In exceptional circumstances the Delegate may approve a limited number of additional general counselling sessions for the same personal or work-related problem. Approval shall only be granted on the provider's advice that counselling sessions are absolutely necessary. Any approved additional counselling sessions beyond the designated number in any one-year period may be at an additional cost to RailCorp. This shall be charged to RailCorp at an agreed per session hourly rate.
- D6.5** Where a staff member has undertaken the designated number of EAP sessions in a one year period and requires counselling for a different problem, an advance on subsequent years counselling sessions or additional counselling sessions may be approved. If considered appropriate by the Contractor, and subject to obtaining prior written approval from the Delegate. The confidentiality of the staff member shall be guaranteed. It is not required that the employee be identified by name before this approval is given, but their EAP identifying number shall be provided. Any approved additional counselling

sessions beyond the designated number (except an advance on subsequent years counselling sessions) may be at an additional cost to RailCorp. This shall be charged to RailCorp at an agreed per session hourly rate.

- D6.6** The Contractor shall provide critical incident follow-up counselling/support to a maximum of four (4) sessions per staff member, per incident. If the Contractor has identified that a staff member requires long-term intervention (greater than 4 sessions), it is Contractor's responsibility to inform the Delegate and after determination subsequently inform the client that a lodgement of a Workers Compensation Claim is required. This should occur prior to reaching the session counselling limit. In exceptional circumstances the Delegate may approve a limited number of additional counselling sessions. The Contractor shall obtain written approval from the Delegate, prior to providing any additional critical incident follow-up counselling beyond the four (4) session limit.

D7 CANCELLED APPOINTMENTS

- D7.1** In order to reduce the incidence of cancelled appointments the Contractor shall reconfirm the availability of the client at least 24 hours prior to the proposed appointment. Phone confirmation or SMS notification is the preferred method.

D8 CONFIDENTIALITY, REPORTING, RECORD KEEPING AND PROGRAM EVALUATION

- D8.1** RailCorp respects the right of staff to have access to counselling which is private and confidential. However, the Contractor is responsible (at no additional cost to RailCorp) for providing access to individual counselling records in the following exceptional circumstances:

- a) With the written consent of the individual staff member;
- b) To prevent a serious threat to a person's health or life; and/or
- c) By requirement of law.

- D8.2** The Contractor whilst maintaining relevant client confidentiality, shall provide a Post Incident Summary Report to the Delegate in relation to any Critical Incident Counselling/ Support before 5.00 pm on the next full business day after the incident. A closure report will be required. The format for these reports shall be determined by RailCorp and shall be provided at no additional cost.

- D8.3** The Contractor whilst maintaining relevant client confidentiality shall provide quarterly program reports to the Delegate, or their nominee, before the end of January, April, July, and October for the previous quarter. An Annual report, which consolidates all of the previous quarterly data/ reports, will be due before the end of January of the following calendar year. These reports shall be at no additional cost to RailCorp.

D8.4 The reports are to be maintained in a format that shall be indicated by the Delegate and shall include the following data:

- a) a breakdown of clients by number of clients seen by sex, age, grade and classification, cluster, EEO target group status.
- b) total number of counselling sessions conducted
- c) utilisation of services eg. telephone counselling, face-to-face counselling, etc
- d) details of critical incident counselling/support including dates, location, staff involved etc.
- e) categories of issues/problems identified
- f) categories of issues/problems resolved without further referral
- g) number and category of referrals for further counselling/advice
- h) group/ divisional referral source, by number of referrals
- i) recommendations for action by RailCorp in response to issues identified in counselling
- j) summary of client satisfaction survey responses
- k) changes to report content or layout during the contract period as requested by the Delegate

D8.5 The Contractor undertakes to request that clients complete a confidential client satisfaction survey after their last counselling session, to be returned directly to the Contractor. The survey, which shall be developed by the Contractor in consultation with RailCorp, shall seek to identify such things as:

- a) the general level of satisfaction with the service
- b) the degree of helpfulness of the counselling
- c) whether employees would recommend the services to others
- d) other comments.

A summary of the client satisfaction survey responses is to be provided as part of the quarterly report and annual report.

D8.6 Where required by RailCorp, and with the employee member's written consent the Contractor shall provide reports on individuals, to the appropriate Human Resource Manager to assist with the appropriate management of work related

issues and/or in relation to rehabilitation requirements. Such reports are to be at no cost to RailCorp

- D8.7** The Contractor shall maintain all client records in conjunction with the EAP in a strictly confidential manner. These records shall remain the property of the Contractor.
- D8.8** The Contractor shall cooperate with RailCorp in providing full access as required by RailCorp to the Contractor's records, if required, for the purpose of auditing invoices. The Contractor shall assign an identifying number to each RailCorp employee and maintain a list of identifying numbers with their corresponding RailCorp employee number.
- D8.9** The Contractor shall not release any client information to any person without the client's written authorisation, except as provided in clause D8.1.
- D8.10** The Contractor shall be required to:
- a) meet prescribed performance criteria to be developed by RailCorp and agreed with the Contractor;
 - b) supply statistical reports as required;
 - c) fully cooperate with service evaluations.
- D8.11** An evaluation of the service shall be conducted by RailCorp every twelve (12) months.
- D8.12** The Contractor as required by RailCorp shall provide additional evaluation information.
- D8.13** Whilst maintaining client confidentiality the Contractor agrees to cooperate fully with RailCorp with regard to providing access to records and other information, report format, audit requirements, etc, as required by RailCorp.

D9 TRAINING AND MARKETING

- D9.1** In consultation with the Delegate, the Contractor shall develop and present an "Awareness and Understanding of EAP & Critical Incident Support" training sessions to RailCorp's Management and Employees. The sessions shall be presented by appropriate personnel employed by the Contractor up to twelve (12) times per year. Each session will last up to 2 hours. All associated costs for the training shall be included in the lump sum Fee. Any further requirement for EAP & Critical Incident Support Training shall be based on the hourly rate of "In-service training".

In addition, the Contractor shall provide the Delegate with a list of available training courses provided by the contractor including a summary of course

content on a range of topics relevant to organisational, managerial, EAP & trauma matters. For example:

- Coping with redundancy/changes/retirement
- Stress management
- Conflict resolution/mediation
- Depression

D10 GENERAL COUNSELLING (EAP)

D10.1 The Contractor shall ensure a quick and effective response to all requests for counselling. This means that as a minimum, **direct telephone contact shall be made with the employee within 2 hours of the initial contact** made by a RailCorp employee. In addition the Contractor shall provide **access to face to face counselling as referred by management, unions or the individual employee within 5 calendar days of the initial contact**. These standards shall apply equally in the metropolitan areas and country areas.

D10.2 The Contractor shall arrange appropriate interpreter services when required to provide effective counselling services to staff. Provision of these services will be at no additional cost to RailCorp.

D10.3 In circumstances where an employee is referred by the Contractor to another agency for further assistance, the Contractor shall ensure that the employee understands their responsibilities to pay any fees charged by the agency.

D10.4 For those employees who require **urgent General Counselling (EAP)** the Contractor shall immediately arrange face to face counselling at the most suitable location to suit the circumstance.

D10.5 The Contractor shall be responsible for providing a free telephone referral and consultancy service. The service will enable employees and managers to obtain professional advice for:

- a) referral to appropriate local public / community therapeutic services **after the four (4) counselling sessions** delivered by the Contractor are exhausted or where the Contractor cannot provide adequate resources. (The preceding being the case, it is expected the Contractor refer in a timely and efficient manner before the completion of the four (4) sessions.
- b) direct referral to appropriate services
- c) where deemed necessary, referral to other appropriate local community services.

D10.6 In circumstances where the Contractor refers an employee to another agency for further assistance, the Contractor shall ensure that the employee understands their responsibilities to pay any fees charged by the agency.

D11 CRITICAL INCIDENT COUNSELLING/SUPPORT SERVICE PROVISION

- D11.1** The Contractor shall ensure that "on site" Critical Incident Support and Counselling Services are available from experienced critical incident psychologists **twenty four (24) hours a day, 7 days a week** through the effective use of face-to-face support
- D11.2** Following the exposure of an employee of RailCorp to a critical incident, the appropriate RailCorp Manager will refer the affected employee to Critical Incident Support. The Contractor must provide a quick and effective response to all referrals for Critical Incident Support. This means that as a minimum, direct telephone contact shall be made with the affected employee after the initial referral made by the RailCorp Manager. Access to face to face counselling shall be provided within two (2) hours of the initial contact. These standards shall apply across all metropolitan areas with country areas covered by response times that are as practicably efficient as possible, in order to deliver support, debriefing, assessment and counselling services to the affected employee.
- D11.3** The Contractor will intervene early with Critical Incident Support to support coping and recovery mechanisms and early return to work of the RailCorp employee. In circumstances where this is not realised, the RailCorp employee will be managed through the Injury Management program which will be coordinated by an Injury Management Advisor (IMA) because this will involve Workers Compensation issues, external providers and medical services.
- D11.4** The Contractor shall **arrange appropriate interpreter services** to provide effective Critical Incident Support. Provision of these services will be at no additional cost to RailCorp.
- D11.5** In exceptional circumstances, passengers may be referred to the Contractor for Critical Incident Support by RailCorp's Delegate or nominated Senior Manager such as the Manager, Public Risk. The account shall be rendered to the approving Manager with a copy to RailCorp's Delegate including a summary of counselling services provided to the passenger.

D12 MANAGER ASSISTANCE SERVICE

- D12.1** The Contractor shall be responsible for providing RailCorp's Managers with professional advice to ensure:
- a) Management of employees presenting with psychological, behavioural or social problems, is appropriate and effective;
 - b) Management responds appropriately when the employees work performance is in question because of physiological, behavioural or social problems.

All costs associated with providing Manager Assistance Service and consultancy shall be included in the monthly fee (lump sum) of the contract.

D13 EMPLOYEE AND COMMUNITY RESOURCE DIRECTORY

D13.1 The Contractor shall nominate a "Contract Manager" responsible for providing:

- a) A staff directory containing a list of the Contractor's counselling staff, work address, e-mail, phone and fax numbers;
- b) A Community Resource Directory as used by the Contractor to utilise community resources.

D13.2 The Community Resource Directory will identify specific services available to employees such as: those from non-English speaking backgrounds, employees with disabilities, women, charitable support organisations etc. This directory is required in electronic format.

D13.3 The information above shall be reviewed and updated quarterly by the Contractor and provided to RailCorp along with the EAP and Critical Incident quarterly reports. The staff directory and the community Resource Directory is to be supplied to RailCorp's Delegate within twenty one (21) calendar days from the date of the Letter of Acceptance. **The Contractor shall obtain approval from the RailCorp Representative prior to engaging additional counsellors and/or Contractors to provide EAP and Critical Incident Support.**

D14 RECORD KEEPING REQUIREMENTS & CONFIDENTIALITY

D14.1 The Contractor shall keep a record of all information and training sessions held, and of all telephone contacts and personal consultations with management on the delivery of the Services.

D14.2 The Contractor shall maintain a record of contacts and activities made with RailCorp's employees. Face to face contacts shall be recorded by name, employee number (where applicable) and occupational details.

D14.3 Notation is to be kept indicating whether the EAP & Critical Incident counselling service evaluation forms have been handed to counselled staff at the end of each counselling session.

D14.4 All employee records kept by the Contractor shall be kept confidential and only released with the written authority of the employee.

D14.5 All the costs of providing record keeping and confidentiality shall be included in the hourly rate of counselling.

D14.6 The Contractor must abide by privacy and confidentiality laws, including data protection principles.

D15 CONTRACTOR STAFFING (INCLUDING SUBCONTRACT STAFF)

D15.1 For each and every person employed or engaged by the Contractor under the contract, a resume shall be submitted to the RailCorp Representative, for retention, giving details of educational qualifications, training undertaken, employment history and clinical experience and professional registration number and registration body.

- Eligibility for full membership of the Australian Psychological Society
- Experienced with a minimum of five years counselling in EAP.
- Skilled and experienced with supporting history and demonstrated competence in Critical Incident Counselling/Support (if providing this Service)
- Confirmation of State of registration

D15.2 The Contractors personnel nominated to perform the training component of the services (eg, Manager/ other stakeholder training) shall have a minimum of five years experience in training and expertise in the subject matter.

D15.3 The Contractor shall obtain in advance, for each and every person employed or engaged by the Contractor under the contract, the RailCorp Representative's written approval in respect:

- a) Appropriate occupational competence
- b) Probity;
- c) Commencing date

D15.4 The requirement to obtain such approval shall not relieve the Contractor of responsibility to provide adequate and efficient personnel at all times. All Contractor personnel shall at all times demonstrate competence in their duties to the satisfaction of the RailCorp Representative.

D15.5 Approvals given in respect of any person may be revoked at any time.

D15.6 The Contractor shall provide prior notification to RailCorp and obtain approval by RailCorp of any changes in the staff who are performing the service under the contract.

D15.7 The Contractor shall ensure all counsellors, including sub-Contractors, are briefed on RailCorp's EAP requirements and appropriate RailCorp policies.

D15.8 All Services provided shall be to the satisfaction of the RailCorp Representative and shall conform to the specification and description in the contract. Unsatisfactory Service shall be rectified promptly by the Contractor at the Contractor's expense.

D16 ADMINISTRATION AND PUBLICITY

D16.1 RailCorp shall:

- a) provide brochures, posters and information to publicise the EAP to staff
- b) provide information to designated staff with EAP responsibilities
- c) set up a dedicated RailCorp EAP/ Critical Incident phone number which will divert (upon request from the employee) to the Contractor

D16.2 The Contractor shall be required to make available time to assist RailCorp in the development of promotional material. Any costs associated with assisting RailCorp shall be at the Contractor's expense. Promotional material, artwork, printing costs etc. shall be the responsibility of RailCorp.

D17 CONTRACTOR'S REPRESENTATIVE

D17.1 The Contractor shall nominate a representative as a manager of the contract for EAP and Critical Incident Support within one week of award of the contract.

D17.2 The Contractors Representative will be responsible for the effective delivery and administration of the Contract for EAP & Critical Incident Support and for development of good working relationships with the RailCorp's Representative, Managers and Return To Work Delegates to ensure the effective operation of the Contract.

D17.3 The Contractors Representative will be responsible for addressing any disputes arising out of the Contract for EAP & Critical Incident Support at the first instance and this is complementary with the Dispute Resolution procedure.

D18 RIGHT TO OBTAIN SERVICES ELSEWHERE

D18.1 If, in RailCorp's opinion, any Services required cannot be promptly or conveniently obtained under the Contract, it shall be lawful for RailCorp to make, or authorise the making of, special arrangements for the provision of such Services and the Contract shall not be considered as infringed or vitiated thereby.