



PUBLIC TRUSTEE AND GUARDIAN

POLICY

DOCUMENT PROPERTIES	
Name of Policy	Register of Service Providers
PTG Policy Number	2017-17
Version/s	30.11.2016
Endorsed by SLG	30.11.2016
Authorised by	Andrew Taylor, Public Trustee and Guardian
Date for review (plus three years)	30.11.2019

LEGISLATION

The *Public Sector Management Act 1994* (the Act) provides that a public employee shall, in performing his or her duties –

- s 9(k) not take, or seek to take, improper advantage of his or her position in order to obtain a benefit for the employee or any other person; and
- s 9(l) not take, or seek to take, improper advantage, for the benefit of the employee or any other person, of any information acquired, or any document to which the employee has access, as a consequence of his or her employment.

INTRODUCTION

The Public Guardian and Guardian (PTG) introduced a Code of Conduct for its Register of Service Providers in May 2009 to source capable, reputable, responsive and qualified external suppliers of services to its clients where PTG did not have either the expertise or where the services was not part of its core business.

The Code of Conduct was established in accordance with legal advice. Persons whose names were entered in the register were required to complete a Declaration by Service Provider. A contractor's name would be added or removed from the Register depending upon our experience/s of the service provided.

The process is continually reviewed in line with the Public Guardian's Fraud, Corruption and Risk Mitigation Strategy.

WHAT IS A SERVICE PROVIDER?

A Service Provider is a person/organisation engaged, approved by PTG and entered in PTG's Register of Service Providers.

A Service Provider may be a person, a business or a corporation from which PTG sources services on behalf of its clients.

Service Provider does not include -
- PTG's banking or corporate arrangements.

- A person or organisation selected to provide a corporate service to PTG through a tender or contract process.
- An external solicitor/legal practitioner/financial planner/funds manager/investment advisor engaged by PTG management for corporate or client-related purposes.
- A person engaged to provide an *ad hoc* service to PTG for corporate purposes.

POLICY

In providing services through external contractors, PTG staff must comply with the following -

- Service providers must be sourced only from the Register except -
 - In cases of demonstrated emergency eg glazing following a break-in.
 - Where the client specifically requests the use of a particular contractor e.g. real estate agent;
 - Where a suitable contractor is not listed in the Register;
 - Where a niche service is being undertaken;
 and where approved by management.
- Where a Service Provider is sourced outside of the Register, PTG staff should consult with their Director in selecting a trusted Service Provider.
- Staff should ensure that service providers are selected to ensure that there is an adequate and appropriate spread of use of Service Providers. This is to obviate any risk that Service Providers receive favoured treatment by PTG staff.
- PTG staff may refer or recommend a Service Provider and will be required to disclose to management any personal relationship ie family, business or other with a Service Provider.
- Similarly, PTG staff will be expected to ensure that they receive no pecuniary or other personal benefit in dealing with a Service Provider.
- PTG staff must immediately declare to management any gift or inducement provided by a service provider whereupon a decision will be made as to whether it can be accepted or returned.
- PTG staff must complete a Conflict of Interest Declaration form where referring business associates, family members or friends, prior to the provider being accepted.

THE REGISTER

The Register comprises a spread sheet maintained by the PTG Property Officer. The Register is available to all PTG staff via the PTG Knowledge Base.

The Register provides the name and contact details of the service provider as well as provision for staff to make comments about aspects of their service.

The Register also includes a further list of persons/organisations that have been either denied entry on the Register or who have been previously removed from the Register.

PROCEDURE

Service Providers will not be placed on the Register unless and until they complete a Declaration by Service Provider as attached. The Property Officer will assess the Declaration if it relates to property matters and the Office Services Unit (OSU) will assess the Declaration for all others. If satisfied, add the service provider to the Register in the PTG Knowledge Base.

The assessment should include a check of the Service Provider's ACN and ABN <http://abr.business.gov.au/> and print and file the search result/s. Before adding a name to the Register, the Property Officer/ OSU should check to ensure that the person has not previously been removed from the Register.

PTG staff have access to the Knowledge Base but no capacity to amend it.

REMOVAL FROM REGISTER

PTG reserves the right to remove a Service Provider from the Register for circumstances including, but not limited to -

- Dissatisfaction with service.
- Criminal conviction or bankruptcy of principal/s.
- For delegating work contracted to a service provider.
- For breach of the Code of Conduct.

Upon removal, the person's details will be transferred to that part of the Register listing persons/organisations previously removed

ONGOING INTERNAL CHECKS OF USE OF CONTRACTORS

PTG will undertake ongoing checks of the use of service providers to ensure that there is -

- An equitable use of service providers.
- That PTG staff avoid using the same provider for all transactions.
- To ensure that the Register only contains properly approved service providers.

Method of Payment

The disbursements and charges will be paid by way of direct deposit to the bank account nominated by the Service Provider within 14 days from the date of invoice.

Conflicts of Interest

The Service Provider must not:

- do anything that may injure the reputation of the Public Guardian;
- be engaged by or have a direct or indirect interest in any other work, person, company or partnership whose interests are in, or may come into conflict with the Public Guardian's or the Public Guardian's clients' interests without first obtaining written permission of the Public Guardian; or
- in performing duties accept any financial or other benefit.

Confidential Information

The Service Provider must keep confidential and not disclose to any person without the Public Guardian's prior written consent, any of the Public Guardian's or the Public Guardian's clients' confidential information, including but not limited to:

- (a) any information specifically designated as confidential by the Public Guardian or the Public Guardian's clients;

of which the Service Provider becomes aware, except for such information that is publicly available, or which the Service Provider is obliged to disclose by law.

The Service Provider must take whatever measures are necessary to preserve such confidential information, including:

- (a) complying with all security measures to safeguard the confidential information from access or unauthorised use; and
- (b) keeping confidential information under the Service Provider's control.

The Service Provider must immediately notify the Public Guardian of any suspected or actual unauthorised use, copying or disclosure of confidential information.

This provision continues to apply after Service Provider's agreement to provide service with the Public Guardian comes to an end.

Privacy

The Service Provider agrees that the Public Guardian may include personal information about the Service Provider (as defined in the *Privacy Act 1988*) ('Information') that has been provided by the Service Provider or a third party, in files and databases used by the Public Guardian.

If the Service Provider provides information to the Public Guardian about other people (for example, referees, next of kin, etc) the Service Provider agrees that the Service Provider has advised those people of the following matters:

- (a) the identity of the Public Guardian and how to contact the Public Guardian;
- (b) the fact that he or she can gain access to the Information;
- (c) the purposes for which the information is collected;
- (d) the organisation(s) to which the Public Guardian usually discloses that kind of Information, such as other government departments, directorates and law enforcing agencies including potentially those overseas; and
- (e) any law that requires any particular Information to be collected.

The Public Guardian may use the Information in the ordinary course of its business activities. This may include, without limitation, providing Information:

- (a) in tender responses compiled by the Public Guardian;
- (b) to other government departments, directorates and law enforcing agencies, including potentially those overseas;
- (c) to other organisations or people who provide services to the Public Guardian; and
- (d) as required by law.

The Service Provider agrees that it has read, understands and will comply with the Public Guardian's policies and procedures and with its legal obligations when handling Information that is held by the Public Guardian about any individual.

The Service Provider will advise the Public Guardian promptly if any of its personal Information is out of date and will ensure that at all times the Information is accurate, complete and up to date.

Dispute Resolution

If at any stage the Service Provider and the Public Guardian have a dispute over the terms of their agreement to provide service, then the Service Provider agrees to firstly discuss the matter with the manager of the relevant section of the Office of the Public Guardian and then, if the matter is still not resolved, to refer the matter to the Chief Executive Officer of Public Guardian.

END OF POLICY