

CONFLICT OF INTEREST DISCLOSURE POLICY

Effective Date: 17/08/2026 | Policy Owner: Kelly Van Der Westhuizen (Administration)

Version: 1.0 | Revision Date: 17/08/2026

1. Purpose

This policy sets out how CitiReach identifies, discloses, and manages conflicts of interest involving support workers, so that decisions about participants and the business are made with integrity and participants' interests are always protected.

CitiReach is not a registered NDIS provider, and provides supports to plan-managed and self-managed participants. The NDIS Code of Conduct applies to all NDIS providers and workers regardless of registration status, and this policy reflects CitiReach's obligations under the Code to act with honesty, transparency, and integrity, and to manage conflicts of interest appropriately. It applies to all casual support workers engaged by CitiReach across all SCHADS Award classifications.

2. Definitions

- **Conflict of Interest** — a situation where a support worker's personal interests, relationships, or other duties could improperly influence, or be seen to influence, the support they provide, or CitiReach's decisions. A conflict can be actual, potential, or perceived — a perceived conflict does not need to involve any wrongdoing to require disclosure.
- **Family Member** — a spouse, partner, parent, child, sibling, other relative, or any person the support worker is in a close personal relationship with.
- **Related Party** — a Family Member, or a business or other organisation in which the support worker or a Family Member has an ownership, financial, or management interest.
- **Register** — the Conflict of Interest Register maintained by CitiReach Administration, recording disclosures and how they are managed.

3. What Must Be Disclosed

A support worker must disclose any situation that is, could be, or could reasonably be seen to be a conflict of interest, including but not limited to:

- A Family Member or close personal relationship with another CitiReach support worker, particularly where one may supervise, roster, or approve pay, timesheets, or transport claims for the other;
- A Family Member or close personal relationship with a participant or their family, whether it existed before the participant's engagement with CitiReach or arises during it;
- A financial or ownership interest in another NDIS provider, or any business that could benefit from a CitiReach participant or referral;
- Any secondary employment or self-employment involving NDIS or disability supports (see also CitiReach's Non-Poaching of Participants & Restraint of Trade Policy);
- Gifts, money, loans, or bequests offered or received from a participant or their family (see Section 5);
- Being asked to act, or agreeing to act, as a participant's enduring power of attorney, guardian, or financial administrator, or being named as an executor or beneficiary under a participant's will;

- Any other situation where a support worker's personal interests could conflict, or appear to conflict, with their duties to CitiReach or a participant.

4. Family Members Working Together

CitiReach does not prohibit family members working together, but this must be managed openly to protect participants and the fairness of CitiReach's decisions.

- A family or close personal relationship between two people engaged by CitiReach must be disclosed at the time of engagement, or as soon as the relationship exists or becomes known (for example, where two support workers who are already engaged separately begin a relationship).
- Family members must not directly work with, supervise, manage, or performance-manage one another.
- Family members must not roster, approve timesheets, transport claims, or pay for one another, or be involved in recruitment or disciplinary decisions concerning one another.
- Where practicable, family members should not be the sole or primary support worker for the same participant on an ongoing basis without independent oversight.
- CitiReach Administration reviews each disclosed family relationship and puts in place appropriate safeguards, such as an independent approver for timesheets or rostering.

5. Gifts, Benefits, and Bequests

Support workers may sometimes be offered a gift by a participant or their family as a genuine gesture of thanks. To protect both the participant and the support worker:

- Modest gifts of low value (for example, a thank you card, a small token, or shared food) may be accepted and do not need to be disclosed;
- Support workers must never accept money, loans, or gifts of significant value, and must never ask for or encourage gifts;
- Any gift beyond a modest token must be politely declined or, where declining would cause genuine offence, disclosed to CitiReach Administration and recorded in the Register;
- A support worker must never agree to be added to a participant's will, made a beneficiary, or given access to a participant's bank accounts, cards, or finances outside of a formal, disclosed, and CitiReach-approved arrangement.

6. How and When to Disclose

Disclosures must be made in writing to CitiReach Administration (Kelly Van Der Westhuizen):

- As part of onboarding, for any conflict that exists at the time a support worker is engaged; and
- As soon as practicable after a new conflict arises or becomes known, and in any event before it affects a decision, shift, or participant.

All disclosures are recorded in the Register, along with how CitiReach decided to manage them.

7. Managing a Disclosed Conflict

Depending on the nature of the conflict, CitiReach may:

- Reassign a shift, participant, or decision to another support worker or approver;
- Require independent review or sign-off of a decision (for example, timesheets, rostering, or a service change);
- Put additional supervision or reporting in place;
- Require a gift to be declined or returned; or
- In some cases, decline to proceed with an arrangement that cannot be appropriately managed.

Decisions about how a conflict is managed are documented in the Register and may be reviewed periodically.

8. Confidentiality

Disclosures are handled sensitively and shared only with those who need to know in order to assess and manage the conflict. This does not limit CitiReach's ability to act on a disclosure to protect a participant's safety and wellbeing.

9. Non-Disclosure and Breach

Failing to disclose a known or reasonably suspected conflict of interest is itself a breach of this policy, separate from the conflict itself. A breach of this policy may result in disciplinary action, up to and including termination of engagement, consistent with the NDIS Code of Conduct.

10. Related Policies

This policy should be read together with CitiReach's Non-Poaching of Participants & Restraint of Trade Policy, Shift Notes Policy, and each support worker's individual engagement agreement.

11. Policy Review

This policy is reviewed at least every 12 months, or sooner if there is a change in relevant law, CitiReach's operations, or the NDIS Code of Conduct.

12. Exclusions

This policy applies to CitiReach's casual support worker workforce paid under SCHADS Award classifications. It does not apply to individuals whose arrangements are managed separately and are not reflected in standard payroll or billing reports.

13. Questions

Questions about this policy can be directed to:

Admin Contact	Website
Kelly Van Der Westhuizen admin@citireach.com.au 0418 409 042	citireach.com.au

Approved by: Steve Mifsud - Head of Operations/CitiReach Date: 17/08/2026

Conflict of Interest Declaration

To be completed at onboarding, and again whenever a new conflict arises.

Name: _____ Date: _____

☐ I have no conflicts of interest to disclose at this time.

☐ I disclose the following conflict(s) of interest:

Signature: _____

For CitiReach Administration use:

Managed by (safeguard/action): _____

Date entered in Register: _____