

1 WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES

2 INDUSTRIAL INSURANCE CHIROPRACTIC ADVISORY COMMITTEE

3 BYLAWS

4 **Adopted/Revised Effective: July 20th 2023**

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6 The Industrial Insurance Chiropractic Advisory Committee (IICAC or
7 Committee), its officers, members and any subcommittees acting on behalf of
8 the Committee shall recognize, observe, and be bound by the provisions of
9 Title 51 (as amended by Chapter 282, Laws of 2007), [WAC 296-20-0100](#),
10 [WAC 296-20-02705](#) and these Bylaws, as adopted or as hereafter amended.

11 The Bylaws shall become effective upon approval in writing by the Department
12 of Labor & Industries (L&I).

13
14 **A. NAME:**

15 This entity shall be known as the Industrial Insurance Chiropractic Advisory
16 Committee (IICAC or Committee).

17
18 **B. AUTHORITY TO ACT:**

19 The Committee is formed pursuant to Title 51 (as amended by Chapter 282,
20 Laws of 2007) to advise L&I on matters related to the provision of safe,
21 effective and cost-effective treatments for workers.

22 The Committee is an advisory committee established by L&I to aid in the:
23 development of policy regarding chiropractic care, coverage criteria, and
24 practice guidelines; review of coverage decisions, technology assessments,
25 and chiropractic programs; and review of rules pertaining to health care
26 issues and other issues related to the provision of high quality chiropractic
27 care to workers.

1 The Committee may provide peer review, advice, and assist L&I in the
2 resolution of controversies, disputes, and issues between L&I and the
3 providers of chiropractic care.

4 C. PURPOSE OF BYLAWS:

5 It is the purpose of the Bylaws to:

6 1) Establish a framework for the work of the Committee:

7 a) To provide for selection of a chair, vice chair, and such other officers as
8 the Committee may determine; (K. OFFICERS:)

9 b) To create subcommittees as may be necessary; (P. SUBCOMMITTEES:)

10 c) To establish regular times and places for meetings of the Committee;
11 (L. CONSENSUS, VOTING AND QUORUM:)

12 d) To review, consider, and act upon any matters deemed by it to be
13 necessary to the administration of the Committee. (M. MEETINGS OF THE
14 INDUSTRIAL INSURANCE CHIROPRACTIC)

15 2) Establish procedures for the consideration of:

16 a. healthcare issues presented by L&I, the State Health Technology
17 Assessment Program, the State Prescription Drug Program, or other
18 comparable entities, for consideration and recommendation, as
19 appropriate; (J. SCIENTIFIC BASIS FOR ADVICE:)

20 b. requests from legislative bodies and the Workers' Compensation
21 Advisory Committee as cited in RCW 51.36 (as amended by
22 Chapter 282, Laws of 2007). (J. SCIENTIFIC BASIS FOR ADVICE:)

23 3) Establish procedures to evaluate the safety, efficacy, and effectiveness of
24 a given healthcare related service, technology, and/or a statute, rule or
25 guideline. (J. SCIENTIFIC BASIS FOR ADVICE:)

26 4) Establish procedures that guide the development of recommendations
27 which may be considered by L&I for approval/adoption and may become
28 the basis for making industrial insurance policy and/or claim decisions;
29 and, (J. SCIENTIFIC BASIS FOR ADVICE:)

- 1 5) Establish a protocol for deciding when additional information or evidence
2 is necessary for the work of the Committee and procedures for collection
3 of additional information. (J. SCIENTIFIC BASIS FOR ADVICE:)
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5 D. THE OBJECTIVES AND PURPOSE OF THE INDUSTRIAL INSURANCE

6 CHIROPRACTIC ADVISORY COMMITTEE:

7 The Committee is an independent advisory committee appointed by L&I's
8 Director (Director) and shall advise L&I on matters related to the provision of
9 safe, effective, and cost-effective chiropractic treatments and healthcare for
10 workers as directed in [WAC 296-20-0100](#) and [RCW 51.36.150](#)
11

12 The objectives and purpose of this Committee include but are not limited to:

- 13 1) Provide peer review and advice on industrial insurance to: L&I; house
14 representatives or senate labor, commerce, research and development
15 committees; workers' compensation advisory committee.
- 16 2) Assist L&I in the resolution of controversies, disputes, and issues between
17 L&I and the providers of chiropractic care.
- 18 3) The Committee may:
- 19 a) Review and advise L&I on:
- 20 i. budgetary and administrative issues including rules pertaining to
21 healthcare issues;
- 22 ii. coverage decisions and technology assessments based on the
23 best available scientific evidence from which L&I may use the
24 Committee's advice for making coverage determinations;
- 25 iii. treatment guidelines for covered services based on the best
26 available scientific evidence and the expert opinion of a majority
27 consensus of the Committee, for which such advice may be used
28 for provider education, for criteria for L&I's utilization review
29 program, and for making industrial insurance claim decisions;

- 1 iv. criteria related to definitions of quality of care and patterns of
2 harmful or ineffective care; and
- 3 v. issues related to emerging clinical conditions and related scientific
4 evidence.
- 5 b) Form subcommittees which will report back to the Committee on
6 specific topics as the Committee deems necessary and as approved by
7 L&I. The Committee may request L&I hire context experts to assist the
8 subcommittee in developing recommendations for the Committee’s
9 consideration.
- 10 4) Coordinate with the State Health Technology Assessment Program and the
11 State Prescription Drug Program as necessary.
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14 E. REQUIREMENTS FOR MEMBERSHIP IN THE INDUSTRIAL INSURANCE
15 CHIROPRACTIC ADVISORY COMMITTEE:

- 16 All Committee members shall:
- 17 1) Enter into and maintain a personal services contract with L&I at the time
18 of their appointment and act in accordance with all of its terms and
19 conditions.
- 20 2) Maintain an active license to practice chiropractic in the State of
21 Washington.
- 22 3) Maintain good standing with any applicable agency, board, professional
23 licensing board or commission, and L&I’s Medical Provider Network
24 throughout the entire term of their appointment.
- 25 4) Abide by statute, rules and bylaws of the Committee, including maintaining
26 an appropriate Conflict of Interest status per the Conflict of Interest
27 Addendum to these Bylaws.
- 28 5) Not be an employee of L&I.
- 29 6) Not use the name of the Committee in any publication, meeting,
30 negotiation, or promotion without prior approval of L&I.
- 31 7) Serve at the discretion of L&I’s Director.

1 8) Regularly attend and participate in meetings of the Committee.
2

3 **F. APPOINTMENT PERIOD:**

- 4 1) Nominees shall be appointed to a term of one, two or three years, in order
5 for board membership to be staggered. Terms will not exceed three years.
6 2) A member may be automatically extended to additional terms, not to
7 exceed a total of twelve consecutive years.
8 3) Exceptions to appointment terms may be made at the discretion of the
9 Director due to exigencies of staggering terms or other L&I business needs
10 related to member experience/expertise.
11 4) Vacancies occurring on the Committee shall be filled by the Director, from
12 a nomination roster provided by statewide clinical groups and/or
13 associations per [WAC 296-20-0100 criteria](#).
14 5) If a vacancy occurs due to termination of a member during the term of his
15 or her appointment, the successor's initial appointment shall be for the
16 remainder of the term of the vacant position.
17

18 **G. REMOVAL OF MEMBERS:**

19 Members of the Committee serve at the discretion of the Director of L&I and
20 the Chair may refer them for removal by just cause shown.

21 Termination of appointment may result from any failure to adhere to
22 requirements for membership detailed in E. REQUIREMENTS FOR MEMBERSHIP IN
23 THE INDUSTRIAL INSURANCE CHIROPRACTIC ADVISORY COMMITTEE:
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25 **H. COMPENSATION AND EXPENSES:**

26 Members of the Committee and any duly established subcommittees will be
27 compensated and reimbursed for valid expenses for participation in the work
28 of the Committee in accordance with a personal services contract to be

1 executed after appointment and prior to commencement of activities related to
2 the work of the Committee.

4 I. DUTIES OF COMMITTEE MEMBERS:

5 Include, but are not limited to:

- 6 1) Fully participate in issue discussions keeping in mind that the safety and
7 well-being of the workers in the State are at the core of the discussion.
- 8 2) Inform the Committee of any possible conflict of interest that may arise in
9 regard to a specific technology, chiropractic service or coverage topic
10 discussion immediately prior to Committee discussions as well as in
11 formal, written disclosures required for Committee nomination and
12 membership.
- 13 3) Maintain and enhance their own competencies in evidence-based
14 practice, care of injured workers, and L&I's quality initiatives as
15 appropriate.
- 16 4) Accept a conclusion of the Chair, the Committee, or Director if conflict of
17 interest does exist and to recuse oneself from the discussion as
18 appropriate.
- 19 5) Establish procedures the Committee deems necessary to conduct
20 evidence based reviews, educational programs, and other initiatives
21 relevant to policy discussions for chiropractic care of injured workers.
- 22 6) Regularly attend meetings of the Committee and appointed
23 subcommittees.

25 J. SCIENTIFIC BASIS FOR ADVICE:

- 26 1) The Committee shall consider the best available scientific evidence, and
27 the expert opinion of the Committee members and experts or consultants
28 identified by the Committee, when providing advice and recommendations
29 related to coverage decisions, policies or rules.

- 1 2) Care guidelines and practice resources developed by the Committee shall
2 consider the best available scientific evidence, expert opinion of
3 Committee members, and experts or consultants identified by the
4 Committee as appropriate. When applicable, the Committee shall
5 recommend coverage criteria based on existing rule ([WAC 296-20-](#)
6 [02704](#)) and on careful evaluation of the best available evidence at the
7 time of review.
- 8 3) “Best available scientific evidence” includes reports and studies published
9 in peer-reviewed scientific and clinical literature. The best evidence will be
10 from studies designed to minimize potential bias and most applicable to the
11 Washington State worker population. The Committee shall consider the
12 methodology and rigorousness of the literature identified as well as the
13 quality of publication source.
- 14 4) When considering the best scientific evidence, the Committee shall give
15 greatest weight to the most rigorously and appropriately designed studies.
- 16 5) The Committee shall consider the strength of study design based upon
17 scientifically accepted methodologic principles including randomization,
18 blinding, and appropriateness of outcomes, spectrum of cases and controls
19 and statistical power to detect meaningful differences. Additional
20 consideration will be given to studies that focus on sustained health and
21 functional outcomes of workers with occupational conditions.
- 22 6) The Committee shall consider the experience of L&I and may consider data
23 from L&I, other state or federal agencies or other insurers.
- 24 7) The Committee shall provide transparent documentation of the scientific
25 basis for advice it provides to L&I including:
- 26 a) Explanations of the overall strengths and weaknesses of the best
27 available scientific evidence, expert opinion and other evidence
28 considered by the Committee.
- 29 b) Identification and explanation of any guidelines or advice developed
30 that may be in conflict with existing guidelines, chiropractic community
31 opinion, L&I or other state agency policies.

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K. OFFICERS:

1) Chair and Vice Chair: A Chair and a Vice Chair, selected by the members, shall manage the Committee and such other officers as are deemed necessary to administrate the affairs of the Committee.

2) Term of Office:

- i. The term of office shall be for two years beginning on January 1st of the year following selection.
- ii. Each officer shall hold office until a successor is duly elected.

3) Duties:

a) Chair: The Chair shall be the principal executive officer of the Committee and shall generally supervise and control all of the business and affairs of the Committee. The Chair may recommend appointment of such other officers or subcommittees to L&I, as he or she deems appropriate. The Chair shall:

- i. Preside at all meetings of the Committee.
- ii. Participate in the development and presentation of any reports to the appropriate committees of the legislature in regard to the activities of the Committee.
- iii. Serve as an ex-officio member of all subcommittees.
- iv. Prepare recommendations to the Director for removal of a Committee member(s), subcommittee member(s) or a hired expert(s) for good cause shown.

b) Vice Chair: The Vice Chair shall perform all duties of the Chair in the absence of the Chair or when the Chair is unable to act or refuses to act. When so acting, the Vice Chair shall have all of the powers and be subject to all of the restrictions of the Chair. In addition, the Vice Chair shall:

- i. Perform such other duties as may be assigned by the Chair or L&I.

1 ii. Act as the designee of the Chair as ex-officio member of all
2 subcommittees.

3 4) Removal: Any officer selected or appointed by the Committee may be
4 removed by a majority vote of the full Committee whenever in its judgment
5 the best interests of the Committee would be served.

6 5) Employment: The Chair and the Vice Chair should not be employed by the
7 same entity. The Committee should strive to select officers from different
8 regions of the state whenever possible.

9 6) Absences: In the absence of both the Chair and the Vice Chair, an Acting
10 Vice Chair shall be appointed by a majority of the Committee present at
11 that meeting and shall preside at that meeting of the Committee.

12 7) Vacancies: If a vacancy occurs in the office of Chair due to his or her
13 death, resignation, removal, disqualification or other act of the Committee
14 or L&I, the Vice Chair shall automatically fill such vacancy until a
15 successor is elected at the next regularly prescribed time. If a vacancy
16 occurs in the office of Vice Chair, he or she shall be replaced by a majority
17 vote of the members for the remainder of the term.

18 8) Elections:

19 i. Usually held in fall, to allow one month preparation before the term
20 begins on January 1.

21 ii. If contested, all elections of officers shall be conducted by voice vote
22 or hand raise.

24 L. CONSENSUS, VOTING AND QUORUM:

25 Every effort shall be made by the Committee members and L&I to reach
26 consensus in the recommendation development process when working to
27 achieve final recommendations to be sent to L&I for consideration.

28 1) Consensus

29 a) The Committee and all subcommittees shall first utilize a consensus
30 seeking process to reach agreement in regard to the submittal of or
31 denial of advice and/or recommendations to L&I.

- 1 b) The Chair of the Committee or his/her designee shall be considered
2 the facilitator for the purpose of the consensus seeking process.
- 3 c) When the Chair determines that a consensus cannot be achieved
4 among the quorum present, then the Chair can refer the discussion to
5 Committee for further review, ask that the discussion be moved to the
6 next agenda, or accept a motion for a vote.

7 2) Voting

- 8 a) Business of the Committee that is not considered advice and/or a
9 recommendation to L&I shall be transacted by motion or resolution,
10 which may be made by any member in attendance, including the Chair
11 or other person presiding at that meeting, and shall require a second.
12 Voting on all motions and resolutions shall be by voice vote.
- 13 b) The presence of one-half plus two of the membership shall constitute
14 a quorum for the transaction of business.
- 15 c) A simple majority of the quorum shall be required for all voting matters.
16 A majority of the quorum must vote in favor of a motion in order for the
17 motion to be adopted. In the case of a tie vote, the matter will be
18 considered not to pass.
- 19 d) When a member must recuse himself or herself from acting on any
20 matter, that person will not count for purposes of determining a
21 quorum. Thus, if six of the nine members are present at a meeting
22 where a vote is scheduled to occur and one member cannot
23 participate, a quorum is not present and voting on the matter must be
24 postponed or tabled or the matter fails for lack of a quorum, at the
25 discretion of the Chair.
- 26 e) The acts of the majority of the Committee members present at a
27 meeting at which a quorum is present shall be the acts of the
28 Committee in all voting matters.
- 29 f) Members must be present to vote on each matter submitted to a vote
30 of the members. A member will be considered to be present if he or
31 she attends in person or by telephone or video conference call or any

1 similar communication method at the moment of the vote. If they leave
2 the meeting early, they cannot leave their vote in absentia.

3 g) The Chair of the Committee shall facilitate a consensus-building
4 process in the case of a tie vote.
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6 M. MEETINGS OF THE INDUSTRIAL INSURANCE CHIROPRACTIC

7 ADVISORY COMMITTEE:

- 8 1) The Committee shall meet at least quarterly and may meet at other times
9 by recommendation of the Chair and at the discretion of L&I.
- 10 2) Committee and subcommittee meetings shall comply with the provisions
11 of the Open Public Meetings Act, chapter 42.30 RCW, and shall be
12 subject to the provisions of the Administrative Procedure Act, chapter
13 34.05 RCW, as applicable.
- 14 3) Meetings shall be held at such time and place as the Committee Chair
15 and L&I determine in order to conduct all business deemed necessary for
16 the administration of the Committee.
- 17 4) At each meeting, the Committee shall review the status of all business
18 before the Committee, review and act upon outstanding issues.
- 19 5) Advance notice of all meetings, both regular and special, of the Committee
20 will be published in the *Washington State Register* and will be provided to
21 interested parties. Persons interested in receiving information about
22 meetings shall be encouraged to provide electronic addresses to the
23 Committee or refer to the IICAC website. Other means of receiving notice
24 as may be determined to be appropriate by L&I may also be considered.
- 25 6) Notice of the time and manner of any meeting may be given orally or by
26 telephone to the office, residence or normal place of business of each
27 Committee member at least two days prior to the time of such meeting and
28 such notice shall be sufficient for all purposes.

- 1 7) The L&I staff person assigned to provide assistance to the Committee shall
2 cause minutes of the Committee’s deliberations to be kept, as well as make
3 the agenda available online and make minutes open to public inspection.
4 8) Meetings of the Committee may be held by means of a conference
5 telephone, video conferencing, or similar communication equipment, by
6 which all persons participating in the meeting can hear each other at the
7 same time and participation by such means shall constitute the presence
8 of a person at a meeting and their presence shall be noted on the
9 Committee minutes.

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11 **N. STAFF ASSISTANCE:**

- 12 1) Staff assistance to the Committee will be provided by L&I employees,
13 independent contractors employed by L&I for this purpose, or such other
14 supporting staff as the Director may deem appropriate or necessary to
15 assure that the mission of the Committee is carried out.
16 2) Staff shall cause all votes of all proceedings to be recorded and to be
17 available to the public, upon request.
18 3) Staff shall:
19 a) Give or cause to be given, notice of all meetings, including publication
20 in the *Washington State Register*, to all members of the Committee
21 and such parties who have advised staff of their interest in the
22 activities and meetings of the Committee and subcommittees;
23 b) Act as custodian of the records of the Committee and subcommittees;
24 c) Keep a register of the address of each member, maintain a record of
25 the names of members entitled to vote, and provide public access to
26 all such records;
27 d) Assist Committee members to complete reports of expenses, as may
28 be required for reimbursement by the state and keep accurate
29 accounts of such reports; and
30 e) Perform such other duties as may be prescribed by the Committee,
31 L&I, or the Director.

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2 O. CONTRACTS:

- 3 1) The Committee does not have the authority to enter into contracts, but
4 may recommend that L&I enter into such contracts as are necessary to
5 carry out the provisions and purposes of the Act or the work of the
6 Committee. Such contracts may include engagements of independent
7 legal, actuarial, clinical, research or other consultants.
- 8 2) The Committee may suggest necessary or desirable corrections,
9 improvements or additions to any such contract.

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11 P. SUBCOMMITTEES:

- 12 1) The Chair may recommend to L&I the establishment of one or more duly
13 established subcommittees. Subcommittees may be standing or ad hoc.
- 14 2) The Chair shall designate two or more Committee members to serve on
15 each duly appointed subcommittee.
- 16 3) The Chair shall designate one subcommittee member to serve as the
17 Subcommittee Chair, whose term shall be two years, at which time the
18 Chair shall appoint or re-appoint the position.
- 19 4) Such other persons as may be recommended by the Chair and
20 designated by L&I may serve on any subcommittee. The focus of the
21 Chair shall be on the recommending person(s) who will contribute
22 expertise to the issue under study.
- 23 5) At the discretion of the Chair, the Chair, Vice Chair, and any standing
24 Subcommittee Chairs may function as an 'executive' committee for the
25 purposes of the committee efforts outside of regularly scheduled
26 meetings. Any work, assignments, or recommendations from the
27 Executive Committee related to the advisory duties of the Committee shall
28 be brought before the Committee for consideration the same as any
29 subcommittee.

1 6) No subcommittee shall have authority to amend, alter, or repeal these
2 Bylaws, adopt any action contrary to the Committee, or remove any
3 member or take any action on behalf of the Committee or the state of
4 Washington.

5 7) The designation and appointment of any subcommittee and the
6 delegation thereto of any authority of the Committee, shall not operate to
7 relieve the Committee, or officers of the Committee, or any member of the
8 Committee of any responsibility imposed upon him or her by law, rule or
9 these Bylaws.

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11 **Q. COUNSEL TO THE COMMITTEE:**

12 The Assistant Attorney General providing general legal advice to L&I will
13 provide general legal assistance to the Committee.
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15 **R. IMMUNITY AND INDEMNIFICATION:**

16 The members of the Committee and any subcommittee are immune from civil
17 liability for any official acts performed in good faith to further the Industrial
18 Insurance Chiropractic Advisory Committee pursuant to RCW 51.36.150 and
19 WAC 296-20-01001. Committee members are encouraged to verify that
20 service on such a professional committee is adequately addressed in their
21 professional liability insurance coverage. Although the Assistant Attorney
22 General provides general legal counsel to the Committee, indemnification
23 does not extend to costs of private legal services sought by individual
24 members.
25

26 **S. CHANGES TO BYLAWS:**

27 1) The Committee shall review these Bylaws on a periodic basis and may vote
28 to alter, amend or repeal these Bylaws.

1 2) Votes to alter, amend or repeal these Bylaws shall not be taken at the
2 meeting during which the changes to the Bylaws are proposed.

3 3) The Chair shall notify all Committee members at least ten days in advance
4 of any meeting at which a vote on a motion to change the Bylaws will be
5 taken. The notice shall be in writing, and shall include the text of the
6 proposed changes that will be voted upon. A fair opportunity for discussion
7 of the proposed changes shall be provided before a vote on the proposed
8 changes is taken.

9 4) The affirmative vote of a majority of a quorum of all Committee members
10 is required for passage of a proposed alteration, amendment or repeal of
11 these Bylaws.

12 No alteration, amendment, repeal of these Bylaws shall be effective until it is
13 approved by L&I in writing. Any amendment or alteration to these Bylaws must
14 be in conformity with all applicable state and federal laws and administrative
15 regulations.

17 T. TERMINATION:

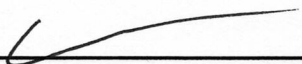
18 The Committee shall continue in existence subject to termination in
19 accordance with requirements of laws of the state of Washington or action of
20 L&I. In case of termination, to the extent consistent with such laws or
21 consistent with the action of L&I, the Committee shall continue operating only
22 to the extent necessary to orderly complete the work of the Committee.

24 U. EFFECTIVE DATE:

25 These Bylaws shall be effective the date of adoption by the committee and
26 approval by L&I, and shall terminate at termination of the Committee.

27 These Bylaws of the Industrial Insurance Chiropractic Advisory Committee
28 were duly adopted at the meeting of the Industrial Insurance Chiropractic
29 Advisory Committee on July 20th, 2023.

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Signed:  4 Aug 23
David Folweiler, DC, Chair Date:

These Bylaws of the Industrial Insurance Chiropractic Advisory Committee
was approved by the Department of Labor and Industries on the 19
day of March, 2024.

By: 
Joel Sacks, Director, Washington State Department of Labor and Industries

1 **WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES**
2 **INDUSTRIAL INSURANCE CHIROPRACTIC ADVISORY COMMITTEE**
3 **Conflict of Interest Addendum**

4
5 This Conflict of Interest Addendum is designed to ensure that the Committee
6 Chair, members and L&I have full knowledge of extraneous influences that
7 may exist when considering an issue or review or other action that may come
8 before the Committee.

9 A member who self identifies a potential conflict of interest can offer to recuse
10 or request a determination from the Committee Chair and/or L&I. When L&I is
11 considering a potential conflict of interest, the Ethics in Public Service Act,
12 Chapter 42.52 RCW shall be the resource utilized for determination.

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14 **A. NOMINEES**

- 15 1) Nominees must disclose all financial and non-financial relationships with a
16 manufacturer, provider, or vendor of health technologies, medical devices,
17 diagnostic tools, or medications at the time of application or within the most
18 recent eighteen months.
- 19 2) All nominees shall complete a Conflict of Interest (COI) disclosure form as
20 part of the appointment process.

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22 **B. COMMITTEE AND/OR SUBCOMMITTEE MEMBERS**

- 23 1) Committee members shall update their Conflict of Interest disclosure
24 statements annually, and within 15 working days of any change or prior to
25 the next meeting, whichever occurs first. All members acknowledge the
26 importance of notifying their fellow Committee members of any potential
27 conflict of interest prior to participation in consideration of an issue or
28 review or other action of the Committee.
- 29 2) The Chair or L&I may ask a member with a conflict of interest to
30 participate in the discussion as an expert on the subject under

1 consideration. The member may not participate in the consensus and/or
2 voting processes when acting as an expert.

3 Notwithstanding any determination by the Executive Ethics Board or other
4 tribunal, L&I may, in its sole discretion, terminate membership if it is found
5 after due notice and examination that there is a violation of the ethics
6 policies or regulations; or any similar statute involving the member.

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8 **C. EXPERT ASSISTANCE – COMPENSATED OR UNCOMPENSATED**

9 Experts shall accurately disclose any conflict of interest prior to consideration
10 as an expert to a topic under review by the Committee and/or subcommittee.

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12 Failure to accurately disclose any conflict of interest may result in termination
13 of a personal services contract.

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