

1 **C. PURPOSE OF BYLAWS:**

2 It is the purpose of the Bylaws:

- 3 1) To establish a framework for the work of the Committee:
- 4 a) To provide for selection of a chair, vice chair, and such other officers as
- 5 the Committee may determine;
- 6 b) To create subcommittees as may be necessary;
- 7 c) To establish regular times and places for meetings of the Committee;
- 8 d) To review, consider, and act upon any matters deemed by it to be
- 9 necessary to the administration of the Committee.
- 10 2) Establish procedures for consideration of chiropractic issues presented by
- 11 L&I, the State Health Technology Assessment Program, the State
- 12 Prescription Drug Program, or other comparable entities, for consideration
- 13 and recommendation, if appropriate;
- 14 3) Establish procedures for consideration of requests from legislative bodies
- 15 and the Workers' Compensation Advisory Committee as cited in RCW
- 16 51.36 (as amended by Chapter 282, Laws of 2007).
- 17 4) Establish procedures to evaluate the safety, efficacy, and effectiveness of
- 18 a given healthcare related service, technology, and/or a statute, rule or
- 19 guideline.
- 20 5) Establish procedures that guide the development of recommendations
- 21 which may be considered by L&I for approval/adoption which may become
- 22 the basis for making industrial insurance policy and/or claim decisions;
- 23 and,
- 24 6) Establish a protocol for deciding when additional information or evidence is
- 25 necessary for the work of the Committee and procedures for collection of
- 26 additional information.

27

28 **D. THE OBJECTIVES AND PURPOSE OF THE INDUSTRIAL INSURANCE**

29 **CHIROPRACTIC ADVISORY COMMITTEE:**

30 The Committee is an independent advisory committee appointed by L&I's

31 Director (Director) as directed in WAC 296-20-0100

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

- 2 1) Provide peer review and advice,
- 3 2) Assist L&I in the resolution of controversies, disputes, and issues between
- 4 L&I and the providers of chiropractic care.

5 3) The Committee may:

6 a) Review and advise L&I on:

- 7 i. budgetary and administrative issues;
- 8 ii. coverage decisions based on the best available scientific evidence
- 9 from which L&I may use the Committee's advice for making
- 10 coverage determinations;
- 11 iii. treatment guidelines for covered services based on the best
- 12 available scientific evidence and the expert opinion of a majority
- 13 consensus of the Committee, for which such advice may be used
- 14 for provider education, for criteria for L&I's utilization review
- 15 program, and for making industrial insurance claim decisions;
- 16 iv. criteria related to definitions of quality of care and patterns of
- 17 harmful or ineffective care; and
- 18 v. issues related to emerging clinical conditions and related scientific
- 19 evidence.

20 b) Form subcommittees which will report back to the Committee on

21 specific topics as the Committee deems necessary and as approved

22 by L&I. The Committee may request L&I hire content experts to assist

23 the subcommittee in developing recommendations for the Committee's

24 consideration.

25 4) Coordinate with the State Health Technology Assessment Program and

26 the State Prescription Drug Program as necessary.

27

28 **E. COMMITTEE MEMBERSHIP:**

29 1) Application Process

1 Nominees shall complete the Conflict of Interest disclosure form. Members
2 must keep the disclosure statement current and provide updated information
3 whenever circumstances change.

4
5 2) Qualifications for Appointment

6 a) Appointment to the Committee shall be made by the Director from a list
7 of nominations provided by statewide clinical groups and associations
8 as provided by Title 51 (as amended by Chapter 282, Laws of 2007).

9 b) Nominees must demonstrate knowledge and expertise in evidenced-
10 based practice.

11 c) Nominees shall possess an active Washington State chiropractic
12 license.

13 d) Nominees shall have an active practice in Washington State that
14 includes the care of injured workers.

15 e) Nominees must be a member in good standing with the L&I Medical
16 Provider Network, any applicable agencies, boards, professional
17 licensing boards or commissions.

18
19 **F. REQUIREMENTS FOR MEMBERSHIP IN THE INDUSTRIAL INSURANCE**
20 **CHIROPRACTIC ADVISORY COMMITTEE:**

21 All Committee members shall:

22 1) Enter into and maintain a personal services contract with L&I at the time of
23 their appointment and act in accordance with all of its terms and
24 conditions.

25 2) Maintain an active license to practice chiropractic in the State of
26 Washington.

27 3) Maintain good standing with any applicable agency, board, professional
28 licensing board or commission, and L&I's Medical Provider Network
29 throughout the entire term of their appointment.

30 4) Maintain an appropriate Conflict of Interest status per the Conflict of
31 Interest Addendum to these Bylaws.

- 1 5) Not be an employee of L&I.
- 2 6) Not use the name of the Committee in any publication, meeting,
- 3 negotiation, or promotion without prior approval of L&I.
- 4 7) Serve at the discretion of L&I.

5

6 **G. APPOINTMENT PERIOD:**

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

22

23 **H. REMOVAL OF MEMBERS:**

24 Members of the Committee serve at the discretion of the Director.
25 Termination of appointment may result from any of the following:

- 26 1) Referral by the Chair to the Director for just cause shown.
- 27 2) Failure to disclose a conflict of interest and/or complete an annual Conflict
- 28 of Interest form.
- 29 3) Failure to abide by all terms of the Conflict of Interest addendum attached
- 30 to these Bylaws.
- 31 4) Loss of license to practice chiropractic in the State of Washington.

- 1 5) Failure to abide by statute, rules, Bylaws of the committee.
- 2 6) Failure to maintain good standing with any applicable agency, board,
- 3 professional licensing board or commission, or L&I's Medical Provider
- 4 Network throughout the entire term of their appointment; or
- 5 7) Failure to regularly attend and participate in meetings of the Committee.

6

7 **I. COMPENSATION AND EXPENSES:**

8 Members of the Committee and any duly established subcommittees will be
9 compensated and reimbursed for valid expenses for participation in the work
10 of the Committee in accordance with a personal services contract to be
11 executed after appointment and prior to commencement of activities related
12 to the work of the Committee.

13

14 **J. DUTIES OF COMMITTEE MEMBERS:**

15 Include, but are not limited to:

- 16 1) Advise L&I in all matters related to the provision of safe, effective and cost
17 effective treatments for injured workers, including but not limited to review
18 of programs and rules pertaining to healthcare issues, development of
19 practice guidelines and coverage criteria, and review of coverage
20 decisions and technology assessments.
- 21 2) Fully participate in issue discussions keeping in mind that the safety and
22 well-being of the workers of the State are at the core of the discussion.
- 23 3) Inform the Committee of any possible conflict of interest that may arise in
24 regard to a specific technology, chiropractic service or coverage topic
25 discussion immediately prior to Committee discussions as well as in
26 formal, written disclosures required for Committee nomination and
27 membership.
- 28 4) Maintain and enhance their own competencies in evidence-based
29 practice, care of injured workers, and L&I's quality initiatives as
30 appropriate.

- 1 5) Accept a conclusion of the Chair, the Committee or Director if conflict of
2 interest does exist, and to recuse oneself from the discussion as
3 appropriate.
- 4 6) Establish procedures the Committee deems necessary to conduct
5 evidence based reviews, educational programs, and other initiatives
6 relevant to policy discussions for chiropractic care of injured workers.
- 7 7) Regularly attend meetings of the Committee.

8

9 **K. SCIENTIFIC BASIS FOR ADVICE:**

- 10 1) The Committee shall consider the best available scientific evidence, and
11 the expert opinion of Committee members and experts or consultants
12 identified by the Committee, when providing advice and recommendations
13 to L&I related to coverage decisions, policies or rules.
- 14 2) Care guidelines and practice resources developed by the Committee shall
15 consider the best available scientific evidence, expert opinion of
16 Committee members, and experts or consultants identified by the
17 Committee as appropriate. When applicable, the Committee shall
18 recommend coverage criteria based on existing rule (WAC 296-20-02704)
19 and on careful evaluation of the best available evidence at the time of the
20 review.
- 21 3) "Best available scientific evidence" includes reports and studies published
22 in peer-reviewed scientific and clinical literature. The best evidence will be
23 evidence from studies designed to minimize potential bias and most
24 applicable to the Washington State injured worker population. The
25 Committee shall consider the methodology and rigorousness of the
26 literature identified as well as the quality of publication source.
- 27 4) When considering the best scientific evidence, the Committee shall give
28 greatest weight to the most rigorously and appropriately designed studies.
- 29 5) The Committee shall consider the strength of study design based upon
30 scientifically accepted methodologic principles including randomization,
31 blinding, and appropriateness of outcomes, spectrum of cases and

1 controls and statistical power to detect meaningful differences. Additional
2 consideration will be given to studies that focus on sustained health and
3 functional outcomes of workers with occupational conditions.

4 6) The Committee shall consider the experience of L&I and may consider
5 data from L&I, other state or federal agencies or other insurers.

6 7) The Committee shall provide transparent documentation of the scientific
7 basis for advice it provides to L&I including:

8 a) Explanations of the overall strengths and weaknesses of the best
9 available scientific evidence, expert opinion and other evidence
10 considered by the Committee.

11 b) Identification and explanation of any guidelines or advice developed
12 that may be in conflict with existing guidelines, chiropractic community
13 opinion, L&I or other state agency policies.

14

15 **L. OFFICERS:**

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

19 2) Term of Office:

20 i) The term of office shall be for two years beginning on January 1st of
21 the year following selection.

22 ii) Each officer shall hold office until a successor is duly elected.

23

24 3) Duties:

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

30 i) Preside at all meetings of the Committee.

- 1 ii) Participate in the development and presentation of any reports to
2 the appropriate committees of the legislature in regard to the
3 activities of the Committee.
- 4 iii) Serve as an ex-officio member of all subcommittees.
- 5 iv) Prepare recommendations to the Director for removal of a
6 Committee member(s), subcommittee member(s) or a hired
7 expert(s) for good cause shown.
- 8 b) Vice Chair: The Vice Chair shall perform all duties of the Chair in the
9 absence of the Chair or when the Chair is unable to act or refuses to
10 act. When so acting, the Vice Chair shall have all of the powers and be
11 subject to all of the restrictions of the Chair. In addition, the Vice Chair
12 shall:
- 13 i) Perform such other duties as may be assigned by the Chair or L&I.
- 14 ii) Act as the designee of the Chair as ex-officio member of all
15 subcommittees.
- 16 4) Removal: Any officer selected or appointed by the Committee may be
17 removed by a majority vote of the full Committee whenever in its judgment
18 the best interests of the Committee would be served.
- 19 5) Employment: The Chair and the Vice Chair should not be employed by the
20 same entity. The Committee should strive to select officers from different
21 regions of the state whenever possible.
- 22 6) Absences: In the absence of both the Chair and the Vice Chair, an Acting
23 Vice Chair shall be appointed by a majority of the Committee present at
24 that meeting and shall preside at that meeting of the Committee.
- 25 7) Vacancies: If a vacancy occurs in the office of Chair due to his or her
26 death, resignation, removal, disqualification or other act of the Committee
27 or L&I, the Vice Chair shall automatically fill such vacancy until a
28 successor is elected at the next regularly prescribed time. If a vacancy
29 occurs in the office of Vice Chair, he or she shall be replaced by a majority
30 vote of the members for the remainder of the term.
- 31 8) Elections:

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

3 ii) If contested, all elections of officers shall be conducted by secret ballot.
4

5 **M. CONSENSUS, VOTING AND QUORUM:**

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

9 1) Consensus

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

13 b) The Chair of the Committee or his/her designee shall be considered
14 the facilitator for the purpose of the consensus seeking process.

15 c) When the Chair determines that a consensus cannot be achieved
16 among the quorum present, then the Chair can refer the discussion to
17 Committee for further review, ask that the discussion be moved to the
18 next agenda, or accept a motion for a vote.

19 2) Voting

20 a) Business of the Committee that is not considered advice and/or a
21 recommendation to L&I shall be transacted by motion or resolution,
22 which may be made by any member in attendance, including the Chair
23 or other person presiding at that meeting, and shall require a second.
24 Voting on all motions and resolutions shall be by voice vote.

25 b) The presence of one-half plus two of the membership shall constitute a
26 quorum for the transaction of business.

27 c) A simple majority of the quorum shall be required for all voting matters.
28 A majority of the quorum must vote in favor of a motion in order for the
29 motion to be adopted. In the case of a tie vote, the matter will be
30 considered not to pass.

- 1 d) When a member must recuse himself or herself from acting on any
2 matter, that person will not count for purposes of determining a
3 quorum. Thus, if six of the nine members are present at a meeting
4 where a vote is scheduled to occur and one member cannot
5 participate, a quorum is not present and voting on the matter must be
6 postponed or tabled or the matter fails for lack of a quorum, at the
7 discretion of the Chair.
- 8 e) The acts of the majority of the Committee members present at a
9 meeting at which a quorum is present shall be the acts of the
10 Committee in all voting matters.
- 11 f) Members must be present to vote on each matter submitted to a vote
12 of the members. A member will be considered to be present if he or
13 she attends in person or by telephone conference call or any similar
14 communication method at the moment of the vote. If they leave the
15 meeting early, they cannot leave their vote in absentia.
- 16 g) The Chair of the Committee shall only vote as a tiebreaker.
- 17

18 **N. MEETINGS OF THE INDUSTRIAL INSURANCE CHIROPRACTIC**

19 **ADVISORY COMMITTEE:**

- 20 1) The Committee shall meet at least quarterly and may meet at other times
21 by recommendation of the Chair and at the discretion of L&I.
- 22 2) Committee and subcommittee meetings shall comply with the provisions
23 of the Open Public Meetings Act, chapter 42.30 RCW, and shall be
24 subject to the provisions of the Administrative Procedure Act, chapter
25 34.05 RCW, as applicable.
- 26 3) Meetings shall be held at such time and place as the Committee Chair and
27 L&I determine in order to conduct all business deemed necessary for the
28 administration of the Committee.
- 29 4) At each meeting, the Committee shall review the status of all business
30 before the Committee, review and act upon outstanding issues.

- 1 5) Advance notice of all meetings, both regular and special, of the Committee
2 will be published in the *Washington State Register* and will be provided to
3 interested parties. Persons interested in receiving information about
4 meetings shall be encouraged to provide electronic addresses to the
5 Committee. Other means of receiving notice as may be determined to be
6 appropriate by L&I may also be considered.
- 7 6) Notice of the time and manner of any meeting may be given orally or by
8 telephone to the office, residence or normal place of business of each
9 Committee member at least two days prior to the time of such meeting
10 and such notice shall be sufficient for all purposes.
- 11 7) The L&I staff person assigned to provide assistance to the Committee
12 shall cause minutes of the Committee's deliberations to be kept. Minutes
13 may be, but need not be published.
- 14 8) A member of the Committee or a member of the public may request a
15 copy of the minutes of a meeting. If a member of the public requests a
16 copy, the requesting party may be required by L&I to pay for its production
17 and shipping. After completion, any copies of the minutes so made shall
18 be made available to any person upon request.
- 19 9) Meetings of the Committee may be held by means of a conference
20 telephone or similar communication equipment, by which all persons
21 participating in the meeting can hear each other at the same time, and
22 participation by such means shall constitute the presence of a person at a
23 meeting and shall be noted on the Committee minutes.

24
25 **O. STAFF ASSISTANCE:**

- 26 1) Staff assistance to the Committee will be provided by L&I employees,
27 independent contractors employed by L&I for this purpose, or such other
28 supporting staff as the Director may deem appropriate or necessary to
29 assure that the mission of the Committee is carried out.
- 30 2) Staff shall cause all votes of all proceedings to be recorded and to be
31 available to the public, upon request.

1 3) Staff shall:

- 2 a) Give or cause to be given, notice of all meetings, including publication
3 in the *Washington State Register*, to all members of the Committee
4 and such parties who have advised staff of their interest in the
5 activities and meetings of the Committee and subcommittees;
6 b) Act as custodian of the records of the Committee and subcommittees;
7 c) Keep a register of the address of each member, maintain a record of
8 the names of members entitled to vote, and provide public access to all
9 such records;
10 d) Assist Committee members to complete reports of expenses, as may
11 be required for reimbursement by the state and keep accurate
12 accounts of such reports; and
13 e) Perform such other duties as may be prescribed by the Committee, L&I,
14 or the Director.

15
16 **P. CONTRACTS:**

- 17 1) The Committee does not have the authority to enter into contracts, but
18 may recommend that L&I enter into such contracts as are necessary to
19 carry out the provisions and purposes of the Act or the work of the
20 Committee. Such contracts may include engagements of independent
21 legal, actuarial, clinical, research or other consultants.
22 2) The Committee may suggest necessary or desirable corrections,
23 improvements or additions to any such contract.

24
25 **Q. SUBCOMMITTEES:**

- 26 1) The Chair may recommend to L&I the establishment of one or more duly
27 established subcommittees. Subcommittees may be standing or ad hoc.
28 2) The Chair shall designate two or more Committee members to serve on
29 each duly appointed subcommittee.

- 1 3) The Chair shall designate one subcommittee member to serve as the
2 Subcommittee Chair, whose term shall be two years, at which time the
3 Chair shall appoint or re-appoint the position.
- 4 4) Such other persons as may be recommended by the Chair and
5 designated by L&I may serve on any subcommittee. The focus of the
6 Chair shall be on recommending person(s) who will contribute expertise to
7 the issue under study.
- 8 5) At the discretion of the Chair, the Chair, Vice Chair, and any standing
9 Subcommittee Chairs may function as an 'executive' committee for the
10 purposes of committee efforts outside of regularly scheduled meetings.
11 Any work, assignments, or recommendations from the Executive
12 Committee related to the advisory duties of the Committee shall be
13 brought before the Committee for consideration the same as any
14 subcommittee.
- 15 6) No subcommittee shall have authority to amend, alter, or repeal these
16 Bylaws, adopt any action contrary to the Committee, or remove any
17 member or take any action on behalf of the Committee or the state of
18 Washington.
- 19 7) The designation and appointment of any subcommittee and the delegation
20 thereto of any authority of the Committee, shall not operate to relieve the
21 Committee, or officers of the Committee, or any member of the Committee
22 of any responsibility imposed upon him or her by law, rule or these
23 Bylaws.
- 24

25 **R. COUNSEL TO THE COMMITTEE:**

26 The Assistant Attorney General providing general legal advice to L&I will
27 provide general legal assistance to the Committee.

28

29 **S. IMMUNITY AND INDEMNIFICATION:**

30 The members of the Committee and any subcommittee are immune from civil
31 liability for any official acts performed in good faith to further the Industrial

1 Insurance Chiropractic Advisory Committee pursuant to RCW 51.36.150 and
2 WAC 296-20-01001. Committee members are encouraged to verify that
3 service on such a professional committee is adequately addressed in their
4 professional liability insurance coverage. Although the Assistant Attorney
5 General provides general legal counsel to the Committee, indemnification
6 does not extend to costs of private legal services sought by individual
7 members.

8
9 **T. CHANGES TO BYLAWS:**

- 10 1) The Committee may vote to alter, amend or repeal these Bylaws.
11 2) Votes to alter, amend or repeal these Bylaws shall not be taken at the
12 meeting during which the changes to the Bylaws are proposed.
13 3) The Chair shall notify all Committee members at least ten days in advance
14 of any meeting at which a vote on a motion to change the Bylaws will be
15 taken. The notice shall be in writing, and shall include the text of the
16 proposed changes that will be voted upon. A fair opportunity for discussion
17 of the proposed changes shall be provided before a vote on the proposed
18 changes is taken.
19 4) The affirmative vote of a majority of a quorum of all Committee members
20 is required for passage of a proposed alteration, amendment or repeal of
21 these Bylaws.

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

26
27 **U. TERMINATION:**

28 The Committee shall continue in existence subject to termination in
29 accordance with requirements of laws of the state of Washington or action of
30 L&I. In case of termination, to the extent consistent with such laws or

1 consistent with the action of L&I, the Committee shall continue operating only
2 to the extent necessary to orderly complete the work of the Committee.

3

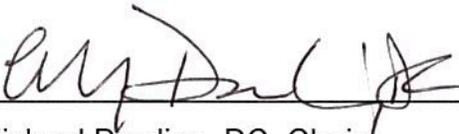
4 **V. EFFECTIVE DATE:**

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

7 These Bylaws of the Industrial Insurance Chiropractic Advisory Committee
8 were duly adopted at the meeting of the Industrial Insurance Chiropractic
9 Advisory Committee on the 21st day of April, 2016.

10

11

Signed:  4/22/2016
12 Michael Dowling, DC, Chair Date:

13

14

15

16

17

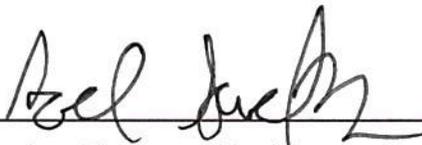
18

19

20

21

These Bylaws of the Industrial Insurance Chiropractic Advisory Committee
was approved by the Department of Labor and Industries on the 25th
day of May, 2016.

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
11 is considering a potential conflict of interest, the Ethics in Public Service Act,
12 Chapter 42.52 RCW shall be the resource utilized for determination.

13
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
18 most recent eighteen months.
- 19 2) All nominees shall complete a Conflict of Interest (COI) disclosure form as
20 part of the appointment process.

21
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.

7

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.

11

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

14

15