Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements

Purpose

The National Resident Matching Program (NRMP) assumes responsibility for instituting measures to protect the integrity of the matching process by requiring all Match participants to behave ethically and responsibly during the matching process.

Policy

It is the policy of the NRMP to require each Match participant to enter into an NRMP Match Participation Agreement and to investigate reported violations of the Participation Agreements, including but not limited to: failure to provide complete, timely, and accurate information during interviews and a Match; discrepancies in graduation credentials; attempts to subvert eligibility requirements, the matching process or the Match Week Supplemental Offer and Acceptance Program® (SOAP®); failure to offer or accept appointments as required by the results of a Match outcome; and any other irregular behavior or activity that occurs in connection with registration, the submission or modification of a rank order or SOAP preference list, and/or the participant's commitment to honor any Match outcome.

A. Reporting Procedures

1. Applicants, school officials, program directors, institutional officials, or any other person may report suspected violations of the Participation Agreements. The NRMP will not initiate an investigation until it has received a written or electronic report concerning the possible violation, in which the author of the report is identified. The person reporting the violation may request anonymity.

2. The NRMP will acknowledge all such written reports in order to make an initial verification of their authenticity within seven days of the receipt of the report.

3. Suspected violations must be sent in writing to:

   National Resident Matching Program
   2121 K Street, N.W.
   Washington, D.C. 20037
   FAX: 202-354-4586
   EMAIL: investigations@nrmp.org

B. Communications

Except as otherwise expressly provided in this Policy, all communications from the NRMP to a Match participant shall be transmitted electronically to the email address designated by the participant at the time of registration in the Registration, Ranking, and Results® (R3®) system. Each Match
participant is responsible for providing the correct email address in the R3 system at the time of registration.

References to communications from the NRMP in this policy, the applicable Match Participation Agreement, the NRMP Waiver Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission; provided, however, that the NRMP shall continue to communicate confirmed violations of this Agreement in writing as provided in Section D below.

C. Confirmation and Investigation Procedures

Following the issuance of the acknowledgment letter, the NRMP will contact the party or parties (applicant, program director, school official, or institutional official) identified in the report or any other person with knowledge of the incident. These individuals will be informed of the nature of the reported violation and that it is being investigated by the NRMP. All parties identified in the report as relevant to the alleged violation will be requested to provide the NRMP their version of the incident in writing and, if necessary, their response to the allegation(s) within ten business days from the date of the NRMP’s request.

1. All allegations will receive a full examination and evaluation. The NRMP is authorized to contact other individuals/institutions in the course of acquiring information/data about the alleged incident.

2. The NRMP will evaluate and/or further investigate the responses from the parties and, if appropriate, prepare a Preliminary Report as soon as practicable. The Preliminary Report will document the nature of the allegation and the results of the NRMP’s investigation.

   a. If the results of the investigation indicate that a violation has not occurred, the case will be closed and all parties identified in the original report will be notified thereof electronically.

   b. If the results of the investigation indicate that a violation may have occurred, the Preliminary Report will be distributed to the subject of the violation, the individual who reported the violation, and any other parties the NRMP considers relevant to the investigation. The parties will be given ten business days from receipt of the Preliminary Report to review and respond to the Preliminary Report and provide additional information to the NRMP.

   c. After receiving any additional information, a revised report will be prepared for consideration by a Review Panel of the NRMP’s Violations Review Committee (VRC).

3. The Review Panel will determine whether a violation has occurred and, if so, the appropriate action for the violation. It will issue a Review Panel Report that reports the decision of the Review Panel.

   a. If the Review Panel determines that no violation has occurred, the Review Panel Report will become the Final Report and it will be issued to all parties listed on the Report.

   b. If the Review Panel determines that a violation has occurred, the Review Panel Report will be sent electronically to the subject of the violation investigation. If the subject of the investigation contests the Review Panel decision, the NRMP shall note in the R3 system that the subject of the investigation has a “pending action”. The designation shall remain in place until the subject of the investigation has waived or
An applicant or program may contest an adverse Review Panel Report in accordance with the procedures set forth in Section F below.

D. Interim Corrective Action

At any time the NRMP may withdraw from a Match any applicant or program if the NRMP believes it has credible evidence that they have violated the terms of the applicable Match Participation Agreement. If an applicant or program is withdrawn from a Match, the NRMP shall note in the R3 system that the applicant or program is the subject of a “pending action”. The designation shall remain in place until the applicant or program has waived or exhausted the opportunity to contest the adverse action pursuant to Section F below.

The NRMP’s authority to withdraw an applicant or program from a Match is in addition to its authority to impose sanctions for violations of the applicable Match Participation Agreement. Although applicants or programs withdrawn from a Match still will be afforded an opportunity to contest the adverse action pursuant to Section F below, any decision by the NRMP to withdraw an applicant or program shall not be subject to suspension in the event the applicant or program chooses to contest the withdrawal or other action by the NRMP pursuant to Section E below.

E. Consequences If Allegations of a Violation are Confirmed

1. For completed investigations confirming a violation of a Participation Agreement by an individual applicant:

   a. The Final Report will be delivered to the applicant with copies to:

      (1) the applicant’s medical school official, with a request that the report be placed in the applicant’s permanent file
      (2) the Educational Commission for Foreign Medical Graduates if the applicant is a student/graduate of a foreign medical school
      (3) the NRMP institutional official and the director of the program to which the applicant matched or accepted a position during SOAP
      (4) the NRMP institutional official and director of the program to which the applicant has applied or switched (if known)
      (5) the party who originally reported the violation
      (6) the NRMP Executive Committee
      (7) the American Board of Medical Specialties
      (8) the applicant’s residency program director if the violation occurred in a fellowship Match
      (9) the Federation of State Medical Boards if the applicant is to be permanently identified as a Match violator or has been permanently barred from future NRMP Matches
      (10) any parties whom the NRMP has determined are relevant to its investigation.
b. In addition, the applicant may be barred from subsequent NRMP Matches and/or identified as a Match violator to participating programs for a period of one to three years or permanently, as determined by the NRMP. Violations committed prior to Match Day may result in the applicant being withdrawn from the Match.

c. The applicant also may be barred from accepting or starting a position in any program sponsored by an institution that participates in any NRMP Match if the position has a start date within one year from the date of the Final Report. If any of the programs sponsored by the institution offers a position to that applicant to commence training during the one-year period or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, and/or the institution has violated the terms of the Participation Agreement.

d. The decision conveyed in the Final Report will be displayed in the R3 system Applicant Match History for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event an applicant violates this Agreement.

2. For completed investigations confirming a violation of a Participation Agreement by a program:

a. The Final Report will be delivered to the program director with copies to:

   (1) the NRMP institutional official for transmittal to the institution's graduate medical education committee
   (2) the chair of the institution’s graduate education committee
   (3) the Accreditation Council for Graduate Medical Education for distribution to the respective program's Review Committee (RC) and the Institutional Review Committee
   (4) the respective specialty program director association
   (5) the party who originally reported the violation
   (6) the NRMP Executive Committee
   (7) any parties whom the NRMP has determined are relevant to its investigation

b. In addition, the program may be barred from future NRMP Matches and/or identified as a Match violator for one to three years or permanently, as determined by the NRMP. Violations committed prior to Match Day may result in the program being withdrawn from the Match.

c. Any program sponsored by an institution that participates in any NRMP Match is prohibited from offering a position to any applicant who is ineligible to accept a position in an NRMP Match-participating institution or program as the result of a denied waiver or a confirmed violation by the applicant. Such prohibition applies to all positions which have a start date within one year after the date of the NRMP’s waiver decision and/or Final Report confirming a violation by the applicant. If any program sponsored by an institution that participates in any NRMP Match, regardless of the program’s Match participation status, offers a position to an applicant who is ineligible to accept a position as the result of a denied waiver or a confirmed violation and training would commence within the one-year period, or if the applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether
the applicant, the program, or the institution has violated the terms of the applicable
Match Participation Agreement.

d. The decision conveyed in the Final Report will be displayed in the R3 system
Institution and Program Violations Report for one to three years or permanently, as
determined by the NRMP. Term limits of any sanction(s) imposed for the violation
will be included to identify the length of time the action is in effect.

The NRMP has sole discretion to determine which of the sanctions described above
shall be applied in the event a program violates the applicable Agreement.

3. For completed investigations confirming a violation of a Participation Agreement by a medical
school:

a. The Final Report will be delivered to the NRMP medical school official with copies to:

(1) the dean of the medical school
(2) the dean of student affairs of the medical school
(3) the Liaison Committee on Medical Education (LCME)
(4) the party who originally reported the violation
(5) the NRMP Executive Committee
(6) any parties whom the NRMP has determined are relevant to its
investigation

b. In addition, the school's access to the password-protected R3 system may be
suspended or terminated, as determined by the NRMP.

The NRMP has sole discretion to determine which of the sanctions described above
shall be applied in the event a medical school violates the applicable Agreement.

4. For completed investigations confirming a violation of a Participation Agreement by an institution:

a. The Final Report will be delivered to the NRMP institutional official with copies to:

(1) the ACGME designated institutional official, if different
(2) the chair of the institution's graduate medical education committee
(3) the president or chief executive officer of the institution
(4) the Accreditation Council for Graduate Medical Education (ACGME) for
distribution to the Institutional Review Committee
(5) the party who originally reported the violation
(6) the NRMP Executive Committee
(7) any parties whom the NRMP has determined are relevant to its
investigation

b. An institution that participates in any NRMP Match is prohibited from offering a
position in any of the programs sponsored by the institution, regardless of the
program’s Match participation status, to any applicant who is ineligible to accept a
position as the result of a denied waiver or a confirmed violation by the applicant.
Such prohibition applies to all positions which have a start date within one year after
the date of the NRMP's waiver decision or Final Report confirming a violation by the
applicant. If any of the programs sponsored by the institution offers a position to an
applicant who is ineligible to accept a position as the result of a denied waiver or a
confirmed violation and training would commence within the one-year period, or if the
applicant accepts or starts such a position, the NRMP will initiate an investigation to determine whether the applicant, the program, or the institution has violated the terms of the Participation Agreement.

c. The decision conveyed in the Final Report will be displayed in the R3 system Institution and Program Violations Report for one to three years or permanently, as determined by the NRMP. Term limits of any sanction(s) imposed for the violation will be included to identify the length of time the action is in effect.

The NRMP has sole discretion to determine which of the sanctions described above shall be applied in the event an institution violates the applicable Agreement.

F. Contesting a Review Panel Report

Nothing in these Policies and Procedures shall prevent any party to a Match Participation Agreement from seeking arbitration to contest a Review Panel Report under the terms of such Agreement. Any party seeking to contest a Review Panel decision must notify the NRMP in writing of the intent to seek arbitration within 10 business days from that party's receipt of the Panel's report and must file a written demand for arbitration with the American Arbitration Association (AAA) within 30 calendar days of receipt of such report. If a party seeks arbitration to contest a Review Panel decision, the penalties imposed in and the distribution of the Review Panel Report will be suspended until the arbitration has concluded. If notice of a party's intent to seek arbitration is not received by the NRMP within 10 business days from that party’s receipt of the Review Panel Report, or if the party does not file a demand for arbitration, including all paperwork and payment of fees using the Standard Fee Schedule provided by the AAA, within 30 calendar days of receipt of the Review Panel Report, that party is deemed to have waived and is barred from later filing a demand for arbitration or seeking other relief.

All notices, reports, and other communications under these Policies and Procedures shall be in writing and shall be deemed received (a) when delivered personally; (b) when received if deposited in the U.S. Mail, postage prepaid, sent registered or certified mail, return receipt requested; (c) 24 hours after being delivered to a nationally recognized and receipted overnight courier service; (d) 24 hours after being sent by e-mail, unless the sending party is notified that the e mail address is invalid or that the message was not delivered; or (e) when sent by facsimile, provided the sending party has received confirmation that the facsimile was transmitted successfully, to the NRMP at the address shown in Section A or to any other party at the address on file at the NRMP or designated by written notice to the NRMP.