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Policies and Procedures for Waiver Requests

Effective for all Matches Opening after June 30, 2020 and before September 15, 2021

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 for the NRMP to conduct a review of all waiver requests submitted by participants. Under the terms of the Agreement signed by all Match participants, the listing of an applicant by a program on its certified rank order list or of a program by an applicant on the applicant's certified rank order list establishes a binding commitment to offer or to accept an appointment if a match results and to start training in good faith (i.e., with the intent to complete the program) on the date specified in the appointment contract. The same binding commitment and good faith intent apply to the Match Week **Supplemental Offer and Acceptance Program**® (**SOAP**®) if a program offers a position by listing an applicant on its preference list and the applicant accepts that offer.

The binding commitment shall be deemed to have been honored if the applicant remains in the training program through the first 45 days after the start date of the relevant appointment contract. An applicant who gives notice of resignation, resigns, or vacates a binding commitment within 45 days of the start date specified in the appointment contract shall be presumed to have breached NRMP policy absent a waiver from the NRMP. A program that terminates a resident within 45 days of the start date specified in the appointment contract shall be presumed to have breached this Agreement unless evidence is submitted through the NRMP waiver process sufficient to show that the program entered into the contract in good faith and the NRMP determines the program has a reasonable basis to be released from the binding commitment to the applicant.

The NRMP reserves the right to grant to an applicant or a program a waiver of the binding commitment. Applicants and programs are not authorized to release each other from their binding commitment. The determination to grant or deny a waiver request lies in the sole discretion of the NRMP, is final, and is not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party.

A. Request for Waiver

Applicants, program directors, or institutional officials may contact the NRMP to request a waiver. The NRMP will not initiate a waiver review until it has received a completed copy of the appropriate Waiver Request Form. All Forms must be submitted to policy@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 or as updated by the participant in the **R3** system. Each Match participant is responsible for providing and updating 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 Violations Policy, or such other policy as may be implemented by the NRMP from time to time shall mean communication by electronic transmission.

C. Confirmation and Examination Procedures

Following receipt of the waiver request, the NRMP will ask the requestor to confirm in writing that the requestor wishes the NRMP to process the waiver. The NRMP also will ask the requestor to provide the NRMP all information the requestor deems important in support of the request. After receiving written confirmation from the requestor, the NRMP will contact the matched applicant, matched program director, current program director, school official, if applicable, any other party or parties identified in the request, and any other person(s) with knowledge of the circumstances surrounding the request and ask them to provide within three business days a written statement responsive to the request or questions posed by the NRMP. The NRMP will attempt to contact the subject of a waiver up to three times to request a statement. If no response is received after the third attempt, the case will be forwarded for review absent the subject's statement. Waiver requests made after a violation investigation has commenced will not be considered until a Final Report of the violation investigation has been issued.

1. All waiver requests will receive a full examination and evaluation by the NRMP. The NRMP is authorized to contact other individuals/institutions in the course of acquiring information.
2. Applicants who have matched to a program or who have accepted a position during **SOAP** shall not apply for, discuss, interview for, or accept a concurrent year position in another program prior to the NRMP granting the requested waiver. In addition, programs shall not discuss, interview for, or offer the position to any other candidate until either: (a) the applicant has informed the NRMP that the applicant will not accept the position if the NRMP denies the waiver and the program has been so notified by the NRMP; or (b) the NRMP grants the waiver.
3. An applicant, program director, or institutional official may request a waiver if any believes the fulfillment of the commitment to the results of a Match would cause unanticipated serious and extreme hardship. The burden shall be on the requestor to demonstrate to the reasonable satisfaction of the NRMP that the criteria for unanticipated serious and extreme hardship are present and thus issuance of a waiver is necessary. For purposes of the waiver process, the term serious and extreme hardship means the significant and unexpected adversity that honoring a Match outcome would bear upon the requestor's case.
4. An applicant who matched to or accepted an advanced or fellowship position also may request a waiver if the applicant has elected to change specialties (or subspecialties in the Specialties Matching Service), or leave medicine altogether provided the waiver is requested no later than January 15 prior to the start of training in the advanced or fellowship program. Applicants who are approved for a change of specialty waiver may not re-enter the same specialty in another program or re-enter the following year's Match for the same specialty. Applicants who are approved for a change of specialty waiver for leaving medicine are prohibited from re-entering the Match for two years.
5. In addition to the grounds for waiver stated in Sections C.3 and C.4 above, a waiver may be granted if the NRMP determines that an applicant is ineligible for the position sought or ineligible to begin training on July 1. A request for waiver on these grounds may be initiated by the NRMP, a program, or an applicant. Eligibility for a position will be evaluated on a case-by-case basis, taking into account the circumstances of the case and the obligations and responsibilities of the parties under the Match Participation Agreement.

6. If at any time during the course of a waiver review the applicant, program director, or institutional official notifies the NRMP in writing that the binding commitment will not be honored if the waiver is denied, the NRMP may grant an immediate waiver to the other party.
7. In order to safeguard the integrity of our procedures, absent an applicable legal requirement to the contrary, NRMP treats as confidential all communications and other information submitted, collected, or generated in connection with the review process, including all information constituting or concerning any deliberations with respect thereto, except for such information that NRMP routinely provides to the parties under these Policies and Procedures or in the normal course of the matching process.

D. Consequences of Waiver Review Process

1. If following initiation of the waiver process by the NRMP, the applicant notifies the NRMP in writing that the applicant will not accept the position even if the waiver is denied, the NRMP will release the program from its match commitment so that the program can recruit another qualified applicant for the position.
2. At the conclusion of the examination and evaluation, the NRMP will decide whether to grant or deny the waiver request.
 - a. If a waiver is granted, the applicant may accept another position or participate in future Matches, except under conditions as outlined in C.4 above, and the NRMP will not pursue the matter as a violation of the Match Participation Agreement signed during registration. In addition, the program will be free to recruit another candidate for the vacant position but must comply with the requirements of the NRMP All In Policy.
 - b. If a waiver is not granted, the applicant and program will be expected to honor the binding commitment. Both parties will have three business days from receipt of the NRMP's decision to inform the NRMP whether the applicant will begin training in the program. Failure to honor the binding commitment shall be a breach of the Match Participation Agreement and grounds for a violation investigation. All investigations are conducted in accordance with the Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements. The NRMP recommends that each applicant and program read that document carefully.
 1. If the NRMP makes a final determination to deny an applicant's request for waiver and the applicant still refuses to honor the match commitment and enter the program, the NRMP will bar the applicant from accepting or starting a position (or renewing a training contract for a position at a different level or for a subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver. Such bar shall not be considered a sanction and shall not be subject to arbitration or judicial review.
 2. Further, an institution that participates in any NRMP Match is prohibited from offering a position in any program 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. Programs shall not discuss, interview for, or offer an applicant any potential position unless the program has first determined that the applicant is eligible for appointment. Programs shall determine the applicant's eligibility by verifying the applicant's Match status in the Applicant Match History that is available in the R3 system and/or by contacting the NRMP to obtain that information. If any of the programs sponsored by the institution discusses, interviews for, or offers a position to that applicant to commence training during the one-year period or if the applicant accepts such a position, the NRMP shall initiate an investigation to determine whether the applicant, the program, or the institution has violated the terms of the Match Agreement.

3. If a waiver is not granted and the applicant does not agree to honor the binding commitment, the applicant may be subject to a violation investigation for failure to honor the binding commitment. As a consequence of a confirmed violation, the applicant may be:

- (1) barred from future NRMP Matches for a period of one to three years or permanently, as determined by the NRMP.

- (2) identified as a Match violator to participating programs for a period of one to three years or permanently, as determined by the NRMP.

- (3) barred from accepting a position or new training year, regardless of start date, in any program sponsored by a Match-participating institution and/or starting a position or new training year in any program sponsored by a Match-participating institution if that position has a start date within one year from the date of the NRMP's issuance of the *Final Report* of the investigation.

- (4) reported to third parties as provided in the Match Participation Agreement.

In addition, the applicant's medical school will be notified of the confirmed violation, with a request that it become part of the applicant's permanent file.

In lieu of a violation investigation and the potential imposition of sanctions, the applicant may instead agree to the following remedy: i) being barred from accepting or starting a position (or renewing a training contract for a position at a different level or for a subsequent year), regardless of the start date, in any residency training program sponsored by a Match-participating institution that would commence training within one year from the date of the NRMP's final decision to deny the waiver, ii) being barred from Match participation for one year, and iii) being flagged in the R3 system for one year, all effective immediately upon acceptance of such agreement by the NRMP. Such remedy shall be deemed to constitute a final determination by consent and is not subject to arbitration or judicial review. The remedy will be reflected in the **R3** system and the Applicant Match History for the length of time the remedy is in effect.

4. If a program is denied a waiver of its binding commitment by the NRMP and does not agree to offer the position to the applicant, the program may be subject to a violation investigation for failure to honor its binding commitment. As a consequence of a confirmed violation, the program may be:

- (1) barred from future NRMP Matches for one to three years or permanently, as determined by the NRMP.

- (2) identified as a Match violator to participating applicants for one to three years or permanently, as determined by the NRMP.

- (3) reported to third parties as provided in the Match Participation Agreement.

In addition, the NRMP will notify the ACGME and appropriate review committee and the program director association.

5. If any program sponsored by an institution that participates in any NRMP Match, regardless of the program's Match participation status, discusses, interviews for, or offers a position to an applicant who has a concurrent year position and who has not been granted a waiver by the NRMP, the institution and program may be subject to a violation investigation for failure to comply with the Participation Agreement.

E. Reconsideration of Initial NRMP Decision

A party adversely affected by the decision of the NRMP to grant or deny a waiver may request reconsideration of the initial NRMP waiver determination. The party will have five business days from receipt of the initial adverse decision to request reconsideration. The request for reconsideration must state the basis for reconsideration and explain why the initial decision of the NRMP is unreasonable under the circumstances. NRMP may but is not required to request additional information from the parties following its receipt of the request for reconsideration. The NRMP will notify all parties if reconsideration is requested, and all parties are permitted to provide additional information or statements. Statements and information provided for a reconsideration review shall be provided by the submitter to all involved parties.

Upon completion of the reconsideration process, if any, the NRMP will issue a letter indicating the final decision regarding the waiver request. Unless otherwise determined by the NRMP, the effective date of the final decision will be the date of the letter that transmits the final decision to the parties. The NRMP decision following reconsideration is final and not subject to challenge in arbitration, by judicial review, or by review of any kind by any third party.

Reconsideration is not available if the waiver is granted when an applicant is ineligible for a position due to delayed graduation, incomplete prior graduate medical education, an inability to obtain a medical license, or any other circumstances that makes the applicant ineligible to begin training.

F. Deferral of the Match Commitment

The NRMP, in its sole discretion, may grant to an applicant and a program a one-year deferral of a match commitment if: (1) both parties agreeing to the deferral provide written documentation, and (2) failure to obtain a deferral would cause serious and extreme hardship. Additionally, NRMP may grant a deferral of up to one year if arbitration proceedings have been initiated and the outcome is pending. If for any reason a deferred match commitment cannot or will not be honored, one or both parties shall submit to the NRMP a request for a waiver according to the procedures set forth in the applicable Match Participation Agreement.

G. Match Violations

If the NRMP initiates a violation investigation to determine whether an applicant, program, or institution has violated the terms of the applicable Match Participation Agreement, the investigation and any confirmed violation will be handled in accordance with the terms of the relevant Agreement and the NRMP *Policies and Procedures for Reporting, Investigation, and Disposition of Violations of NRMP Agreements* or *Policies and Procedures for Reporting, Investigation, and Disposition of **SOAP** Communication Violations of NRMP Agreements*.

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