

Violation Investigation Case Summaries

Below are examples of violation investigations conducted by the NRMP. They are intended to help match participants understand NRMP's policies and procedures and to highlight relevant sections of Match Participation Agreements that govern the Main Residency Match. These examples are illustrative only and are not meant to be an exhaustive list of the types of investigations conducted by NRMP. Review the terms and conditions of the Match Participation Agreement for additional information.

I. Applicant:

During the Main Residency Match Dr. Jane Smith matched to the Internal Medicine program at Worldwide Hospital System. The program director notified NRMP that Dr. Smith had declined the matched position because she had accepted a position in a Neurology program at another institution. NRMP initiated a violation investigation and contacted Dr. Smith, her matched Internal Medicine program, and the Neurology program. Dr. Smith confirmed she had accepted the Neurology position and believed she only needed to notify her matched program to remain in good standing. The Neurology program director informed NRMP he was unaware Dr. Smith had a match commitment when he offered her the position.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement had occurred and might bar Dr. Smith for one year from accepting or starting a position in any program sponsored by a Match-participating institution, bar her from participation in future NRMP Matches for one year, and identify her as a Match violator in the NRMP's Registration, Ranking, and Results (R3) system for two years. Per Section 2.5 below, NRMP maintains sole discretion over the waiver review process, and applicants are not permitted to discuss, interview for, or accept a concurrent year position prior to NRMP granting a waiver of a match commitment.

2.5 Waiver of Match Results: Applicants

*Applicants and programs are not authorized to release each other from their binding commitment. **Once a party has matched or a position has been offered and accepted during the Match Week Supplemental Offer and Acceptance Program (SOAP), a waiver of the binding commitment may be obtained only from the NRMP.** The NRMP's decision to grant or deny the waiver is at the sole discretion of the NRMP and is not subject to arbitration.*

***Applicants who have matched to a program or 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 waiver.** If the NRMP receives information that an applicant has applied for, discussed, interviewed for, or accepted a concurrent year position in another program before receiving a waiver from the NRMP, the NRMP will initiate an investigation to determine whether the applicant or program has violated the terms of the Agreement.*

II. Applicant:

In the Medical Specialties Matching Program, Dr. John Doe matched to the Cardiovascular Disease program at American General Hospital. After the Match, the program informed the NRMP that Dr. Doe had altered a letter of recommendation. The NRMP initiated a violation investigation and collected information from relevant parties including the individual who had written the original letter of recommendation. The letter writer confirmed that the version submitted by Dr. Doe included language the letter writer had neither written nor consented to include.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement had occurred and might bar Dr. Doe for one year from accepting or starting a position in any program sponsored by a Match-participating institution, bar him from participation in future NRMP Matches for three years, and identify him as a Match violator in the NRMP's Registration, Ranking, and Results (R3) system for three years. Submitting altered and/or fraudulent information as part of the application process is a clear violation of Section 4.6 below and one the NRMP Board of Directors takes very seriously.

4.6 Completeness, Timeliness, and Accuracy of Information

Applicants are at all times responsible for the completeness, timeliness, and accuracy of the information they provide to programs. The submission of information by an applicant during the application (including information submitted through the Electronic Residency Application Service (ERAS) or another application process), interview, and/or matching processes, as well as information submitted in the course of waiver requests, violation investigations, and arbitration proceedings, that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement. The omission of information that would reasonably be considered pertinent to a program's decision whether to rank an applicant, to determine an applicant's ability to satisfy program requirements or standards, or to identify circumstances that may reasonably be expected to affect adversely the applicant's licensure status, visa status, or ability to start the training program, shall be considered a violation of this Agreement.

Applicants have an obligation to submit complete, timely and accurate information to the programs to which they apply for the period beginning with submission of an application through the 45th day following the start date in the appointment contract of the program position obtained through the matching algorithm. Applicants also have an obligation to provide complete, timely, and accurate information to the NRMP beginning with the submission of an electronically signed Match Participation Agreement through the 45th day following the start date of the training program to which the applicant matched, or through the conclusion of any NRMP-related waiver review, violation investigation, or appeal process, whichever is later.

III. Program:

During the Obstetrics/Gynecology Fellowship Match, Dr. Jane Doe informed the NRMP that the Maternal-Fetal Medicine program at National Medical Center had pressured her during the interview to identify the names of other institutions where she planned to interview. The NRMP initiated a violation investigation and contacted other applicants who had interviewed with the National Medical Center Maternal-Fetal Medicine program.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement had occurred and might identify the program as a Match violator in the NRMP's Registration, Ranking, and Results (R3) system for two years. The ability of applicants and programs to weigh their choices freely and without pressure or coercion, as referenced in Section 6.2 below, is a cornerstone of the matching process. Applicants should not be asked to provide any application, interview, or ranking intentions nor should programs suggest to applicants that failure to do so could limit their opportunity to be ranked by the program.

6.2 Restrictions on Persuasion

*One of the purposes of the **Specialties Matching Service** is to allow both applicants and programs to make selection decisions on a uniform schedule and without coercion or undue or unwarranted pressure. All participating in the Match shall respect the right of applicants to freely investigate program options prior to submission of a final rank order list. Both applicants and programs may express their interest in each other; however, they shall not solicit verbal or written statements implying a commitment. **Applicants shall at all times be free to keep confidential the names, specialties, geographic location, or other identifying information of programs to which they have or may apply.** The NRMP recommends that each program director and applicant read carefully the [Match Communication Code of Conduct](#) for information on acceptable methods of interaction during the interview and matching processes.*

IV. Program:

After the Main Residency Match had concluded, the General Surgery program at Eagle General Hospital learned that Mr. John Smith, a matched applicant, would not graduate in time to begin training on July 1st. The program offered the position to another applicant absent a waiver from the NRMP. The NRMP initiated a violation investigation and contacted Mr. Smith, his medical school, and the General Surgery program for information. Ms. Smith and his school confirmed his delayed graduation, and the program admitted to filling the position out of concern that a reduced complement on residents on July 1 would jeopardize the program.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement had occurred and might identify the General Surgery program as a Match violator in the NRMP's Registration,

Ranking, and Results (R3) system for one year. Per Section 3.6 below, Match-participating programs cannot discuss, interview for, or offer a matched position to another candidate prior to the NRMP granted a waiver.

3.6 Waiver of the Match Results: Programs

Once a program has matched to an applicant or a position has been offered and accepted during SOAP, the program shall not discuss, interview for, or offer the position to another candidate prior to the NRMP granting the waiver. If the NRMP receives information that a Match-participating program has discussed, interviewed for, or offered the position to another applicant before receiving a waiver from the NRMP, or if the program has encouraged or supported an applicant seeking a concurrent year position absent a waiver, the NRMP will initiate an investigation to determine whether the program or applicant has violated the terms of the Agreement.

V. School:

During Match Week, the student affairs dean at Utopia School of Medicine inquired about an open Dermatology position for Ms. Ann Brown, an unmatched student, on the NRMP and ERAS Match Week and SOAP Listserv. The NRMP initiated a violation investigation and contacted the Dermatology program, Ms. Brown, and medical school official for information. The program director indicated she had not solicited feedback about the applicant, and Ms. Brown informed the NRMP she had not asked her school to contact the Dermatology program on her behalf. The medical school official acknowledged she was trying to support an unmatched student during a stressful time.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement for Medical Schools had occurred and would issue a copy of the Final Report to the Higher Learning Commission and appropriate Regional Accrediting Body. Per Section 7.3 below, medical school officials or any other person or entity cannot engage in any communication about unmatched applicants prior to contact from directors of unfilled programs. One of the purposes of SOAP is to provide directors of unfilled programs with time to review applications and contact applicants of interest. Limiting how and when communication takes place affords directors the ability to make meaningful choices about training.

7.3 Match Week Communications

Each school agrees to abide by the Match Week schedule and the terms and conditions set forth in Section 7.0 of this Agreement.

It shall be deemed a violation of this Agreement for the school official, school administrator, or any other individual or entity to engage in any communication (a) concerning SOAP-eligible or SOAP-ineligible unmatched senior students or graduates prior to contact from directors of unfilled programs or (b) with respect to an alternative position for any applicant who has matched to or obtained through SOAP a concurrent year position and who has not received a waiver of the match or SOAP commitment from the NRMP. It also shall be deemed a violation of this Agreement if any school official or other individual shares the List of Unfilled Programs with any applicant who is ineligible to receive such information. Violations of this Agreement may result in adverse consequences to the school, as described in Section 8.0.

VI. Institution

After the Main Residency Match, the director of the Ophthalmology program at National University College of Medicine offered a position to Mr. Andrew Brown, a matched applicant, for a July 1 start date. The NRMP initiated a violation investigation and contacted Mr. Brown, the Ophthalmology program director, and the institutional official (IO) of National University College of Medicine for information. Mr. Brown confirmed he was matched to the Anesthesiology program at Eagle Medical Center and had neither requested nor received a waiver of that commitment. The Ophthalmology program director and the NRMP IO confirmed the position had been offered to Mr. Brown but stated that the Ophthalmology program had not participated in the Match and thus had been unaware of NRMP policy regarding waivers of a match commitment.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement for Institutions had occurred and would issue a copy of the Final Report to the ACGME Institutional Review

Board. Per Section 2.2.7 below, institutional officials are responsible for ensuring that no program at the institution, even one that does not participate in the Main Residency Match, discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position in another program. Programs that do not participate in the Main Residency Match still must follow certain NRMP policies, and NRMP IOs must make sure those programs remain in compliance.

2.2 Responsibilities of Institutional Officials

*(2.2.7.) **Ensure that none of the programs sponsored by the institution, regardless of Matching Program participation status, discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position through the Matching Program.** If any of the programs sponsored by the institution discusses, interviews for, or offers a position to an applicant who has matched to a concurrent year position through the Matching Program or who is ineligible because of a denied waiver or confirmed violation, the institution will be in breach of the Agreement.*