

Violation Investigation Case Summaries

Below are examples of violation investigations conducted by the NRMP. They are intended to help match participants understand the 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 the NRMP. Review the terms and conditions of the Match Participation Agreement for additional information.

I. Applicant:

In the Main Residency Match, Dr. Jane Doe matched to the Family Medicine 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, collected information from relevant parties including the individual who had written the original letter of recommendation, and determined that Dr. Doe had altered the letter without the letter writer's knowledge or consent.

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 her from participation in future NRMP Matches for three years, and identify her 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 4.4 below and one the NRMP Board of Directors takes very seriously.

4.5 Completeness, Timeliness, and Accuracy of Information

Applicants are responsible for the completeness, timeliness, and accuracy of the information provided to programs. *The submission of information by an applicant during the interview and/or matching process that is false, misleading, incomplete, or plagiarized from another source is a violation of this Agreement.*

Section 8.0 outlines for applicants and programs the consequences of a confirmed violation of the Agreement. Applicants may be barred from subsequent NRMP Matches and/or identified as a Match violator to participating programs for up to three years or permanently, as determined by the NRMP.

II. Applicant:

After the Main Residency Match had concluded, the NRMP discovered that Dr. Jane Smith had posted data from the NRMP's *Regional Match Statistics by Specialty* report and the List of Unfilled Programs to a publicly accessible website. The NRMP initiated a violation investigation and contacted Dr. Smith, her matched program, and the NRMP's information technology (IT) provider for information.

In such a case, the NRMP would concluded 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 two years, and identified her as a Match violator in the NRMP's Registration, Ranking, and Results (R3) system for three years. Per Section 4.4 below, Match information is not for applicants or programs to distribute publicly. Match information is proprietary to the NRMP and cannot be distributed without expressed permission from the NRMP.

4.4 Use of Match Information

*It is a violation of this Agreement if any applicant or program shares any Match information from the R3 system, including but not limited to, information from the List of Unfilled Programs and Regional Match Statistics by Specialty, with any individual who is not registered for the Match or allows an individual who is not registered for the Match to use the registrant's unique code number and password to access the R3 system to obtain Match information. **In addition, it is a violation of this Agreement if any Match information from the R3 system, including information from the List of Unfilled Programs and Regional Match Statistics by Specialty, is copied, distributed, or posted or in***

any other way made publicly available by any applicant or program to any web site or non-NRMP-related matching plan. URLs that link to information from the R3 system or PDFs that have been created, copied, or downloaded from the R3 system shall not be made public or redistributed in any form even if the information already is in the public domain. If the NRMP initiates a violation investigation, it shall follow the procedures set forth in Section 8.0 of this Agreement.

III. Program:

During the Main Residency Match, Dr. John Doe informed the NRMP that the Diagnostic Radiology program at National Medical Center had pressured him during the interview to identify the names of other institutions where he planned to interview. The NRMP initiated a violation investigation and contacted other applicants who had interviewed with the National Medical Center Diagnostic Radiology 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 6.0 below, is a cornerstone of the matching process. Applicants should not be asked to provide any ranking or interview intentions nor should programs suggest to applicants that failure to do so could limit their opportunity to be ranked by the program.

6.0 Restrictions on Persuasion

One of the purposes of the **Main Residency Match** is to allow both applicants and programs to make selection decisions on a uniform schedule and without coercion or undue or unwarranted pressure. 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:

During Match Week, the General Surgery program at American General Hospital offered an unfilled position outside the **Match Week Supplemental Offer and Acceptance Program (SOAP)**. The NRMP initiated a violation investigation and contacted the General Surgery program and the applicant for information.

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 7.2 below, Match-participating programs must offer unfilled positions only through SOAP. Programs can elect not to participate in SOAP during Match Week, but if they elect not to participate, they cannot offer their unfilled positions until SOAP concludes at 5:00 p.m. eastern time on Thursday.

7.2 Participation: Programs

Any program with unfilled positions shall be eligible to participate in SOAP, provided that prior to Match Week the program has elected to participate by so indicating in the R3 system. During SOAP, programs that have elected to participate in SOAP and that have unfilled positions shall accept applications only through ERAS. Until 5:00 p.m. eastern time on Thursday of Match Week, unfilled positions in all Match-participating programs shall be filled only through SOAP. Neither filled nor unfilled programs shall create positions until 1:00 p.m. eastern time on Friday of Match Week.

V. School:

During Match Week, the student affairs dean at Utopia School of Medicine contacted a Dermatology program director a position for an unmatched student. The NRMP initiated a violation investigation and contacted the Dermatology program and the applicant for information. The program director indicated she had not solicited feedback about the applicant, and the applicant informed the NRMP he had not asked his school to contact the Dermatology program on his behalf.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement 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 contact directors of unfilled programs unless the director has initiated contact. 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

*Unmatched applicants shall not contact programs and/or apply for unfilled positions before 2:00 p.m. eastern time on Monday of Match Week. SOAP-eligible unmatched applicants shall initiate contact with the directors of unfilled programs only through ERAS and shall refrain from any other contact until directors of unfilled programs initiate contact with them. **Other individuals or entities shall not initiate contact on behalf of any unmatched applicant prior to directors of unfilled programs initiating contact.** Directors of unfilled programs may communicate with each other, but shall not initiate contact prior to 2:00 p.m. eastern time on Monday of Match Week and prior to receiving an application through ERAS. After 2:00 p.m. eastern time on Monday and after receipt of an ERAS application, unfilled programs can initiate contact with an unmatched applicant or an individual or entity acting on behalf of an unmatched applicant. Unmatched applicants and the directors of unfilled programs may not accept or offer positions prior to 12:00 noon eastern time on Wednesday of Match Week. Positions shall be offered and accepted only during SOAP.*

VI. Institution

After the Main Residency Match, the student affairs dean at National University College of Medicine contacted the NRMP about a senior allopathic student who had failed to match to a PGY-1 position. The senior had matched to the Urology program at Patriot Medical Center for July 2016 and had been informed by the Medicine-Preliminary/Urology program at Patriot Medical Center that she did not need to participate in the 2015 Main Residency Match to obtain her PGY-1 position. At the advice of her school, the student had registered for the 2015 Main Residency Match and had submitted a rank order list; however, the Medicine-Preliminary/Urology program had been withdrawn from the Match based on the program's decision to offer the position outside the Match.

In such a case, the NRMP would conclude a breach of the Match Participation Agreement had occurred and would issue a copy of the Final Report to the ACGME Institutional Review Board. Per Section 2.2.5 below, institutional officials are responsible for ensuring all programs at the institution, even those that do not participate in the Main Residency Match, offer positions to U.S. allopathic senior student through the Match or another national matching program. Ophthalmology and Urology maintain their own matching programs; however, those specialties match at the PGY-2 level, and allopathic senior students MUST use the Main Residency Match to obtain the PGY-1 year of training.

2.2 Responsibilities of Institutional Officials

*(2.2.5.) Ensuring that prior to the release of the results of the Main Residency Match, all of the programs sponsored by the institution, regardless of Match participation status, offer positions to U.S. allopathic senior students only through the Main Residency Match or another national matching plan. **If any of the programs sponsored by the institution offers a position to a U.S. allopathic senior outside the Main Residency Match or another national matching plan, including a preliminary position for a program that participates in another national matching plan, the institution will be in breach of this Agreement** and may suffer the penalties described in [Section 10.0](#).*