

ACGME Review/Recognition Committee Nomination Form

**Review Committee Resident Member Nominees:**

Email this form, along with the nominee’s current curriculum vitae, personal statement, and the required letter(s) of recommendation, to Deneen McCall at dmccall@acgme.org.

**Nominee Information**

Name

Name of employer

Address of employer

City, state, and zip of employer

Telephone

Email address

Medical school/year graduated

Medical specialty

Board certification(s)

Current professional position and description of responsibilities

Current academic appointment(s)

Describe any current or past involvement in graduate medical education not listed in your professional responsibilities above.

List any leadership positions in graduate medical education at the local, state, and/or

national level.

List principal professional specialty society

memberships.

What are the two most important educational changes you believe are

necessary in the specialty?

What special qualifications and/or perspectives would you bring to the Review/Recognition

Committee?

Describe any current or past employment or family relationship you have with any of the current members of the Review/Recognition Committee (e.g., supervisor; direct report;

marriage; relative).

Have you previously served on an ACGME Review/Recognition Committee? If so, list the specialty

and duration of service.

ACCREDITATION COUNCIL FOR GRADUATE MEDICAL EDUCATION

AGREEMENT FOR

REVIEW COMMITTEE MEMBERS

In connection with my membership on a Review or Recognition Committee of the Accreditation Council for Graduate Medical Education (ACGME), I understand and agree to the following:

**Review Committee Function**

I understand that the Review or Recognition Committee is an ACGME Committee that functions according to ACGME Policies and Procedures. The committee is not an independent entity, nor does it belong to a specialty. The committee’s function is to establish and revise ACGME accreditation or recognition requirements, subject to approval by the ACGME, and to provide a peer evaluation of residency/fellowship programs in its specialty and accompanying subspecialties or of the institutions that sponsor the specialty and subspecialty residency or fellowship programs. The purpose of the evaluation is to assess whether a program or Sponsoring Institution substantially complies with ACGME accreditation requirements (i.e., Sponsoring Institution and/or program) and to confer an accreditation or recognition status to Sponsoring Institutions and programs relating to substantial compliance with those standards.

**Council of Review Committee Residents Participation**

I understand that joining a Review or Recognition Committee as a resident member qualifies me to join the Council of Review Committee Residents (CRCR). The CRCR serves as an advisory body to the ACGME concerning resident matters, graduate medical education (GME), and accreditation. The Council is composed of the current resident members of the ACGME Board of Directors and each Review Committee. The Council meets twice annually. Attendance at Council meetings is encouraged.

**Member Term of Appointment**

My appointment is for a term of two years.

ACGME Bylaws, Article IX. Section 4 states that, “No employee of a member of the ACGME [AAMC, ABMS, AHA, AMA, CMSS, etc.] or of any Review or Recognition Committee nominating organization shall serve as a voting member of a Review or Recognition Committee.” Should I become an employee of any of these organization, I will notify the Review or Recognition Committee Executive Director and resign my position immediately.

I understand that the committee’s Executive Director determines the date my term begins and that, under exceptional circumstances, the date of completion of my term may be adjusted by the Executive Director for a brief period to accommodate the needs of the committee.

**Role and Responsibilities: Review or Recognition Committee Executive Director**

I understand that the Review or Recognition Committee Executive Director is the chief staff member for the Review or Recognition Committee, must be present at all meetings, and is responsible for all administrative matters. These include, but are not limited to, the following:

1. Directs the planning and organization of committee meetings, including development of agendas;
2. Directs program or institutional review work to ensure that all accreditation/recognition actions follow ACGME policies and procedures;
3. Plans and provides education for new committee members in areas of program or institutional review and committee policies and procedures;
4. Participates in the decision-making process of the committee by advising on ACGME policies and procedures, and monitors committee decisions for adherence to policy and for fairness in the application of published standards;
5. Analyzes program or institutional files and review materials before and after meetings and prepares texts of committee accreditation or recognition actions in accordance with published standards and ACGME policies and procedures; and,
6. Represents the committee and the ACGME in communications of information, both oral and written, regarding ACGME accreditation or recognition of Sponsoring Institutions or programs as applicable.

**Member Responsibilities**

As a Review or Recognition Committee member, I have the following responsibilities:

1. Before the end of my first year on the committee, I must attend the ACGME New Member Orientation.
2. I shall support and comply with ACGME policies and procedures, including those related to fiduciary duty, conflict and duality of interest, and confidentiality (Appendix 1).
3. I shall not act on behalf of the ACGME or the committee nor provide consultation to any Sponsoring Institution or program accredited or recognized by, that has applied for accreditation or recognition by, or that intends to apply for accreditation or recognition by the ACGME or ACGME International.
4. I shall give priority to attendance at all committee meetings and shall review the materials in advance in order to participate constructively in the deliberations.
5. I agree to the number of meetings, the workload, and other tasks associated with membership.
6. I shall submit program or institutional review materials by the established deadlines.
7. I shall abide by the ACGME policies and procedures for reimbursement of travel and hotel expenses.

In addition, I understand that the confidentiality obligations continue to apply following completion of my Review or Recognition Committee membership. Upon completion of my membership, I may serve as a consultant to a Sponsoring Institution or program, but I shall continue to maintain the confidentiality of ACGME confidential information. I may not serve as a consultant for a Sponsoring Institution or program that has an accreditation decision pending before the ACGME if I participated in making the decision or any part thereof as a committee member. While serving as a consultant, I may receive information from a Sponsoring Institution or program. I may discuss such information with the Sponsoring Institution or program, even if the same information had been submitted to the committee. However, I may not discuss the consideration of the Sponsoring Institution or program by the committee in which I participated or otherwise became aware by virtue of my committee membership.

I acknowledge that a breach of confidentiality could result in irreparable damage to the Review or Recognition Committees, the ACGME and its mission, and the public, and may result in my removal from the committee.

*The following is provided for reference only. All new members are required to sign the member agreement* ***after*** *appointment to the Review Committee.*

# ACGME

**REVIEW COMMITTEE MEMBER AGREEMENT - RESIDENT**

I, the undersigned, understand that as a member of the Review Committee identified below (the “**Review Committee**”) of Accreditation Council for Graduate Medical Education, an Illinois not for profit corporation (“**ACGME**”), I have a legal and ethical responsibility to ensure that the organization does its best work possible in the pursuit of its goals. I believe in the purpose and the mission of the ACGME and will act responsibility and prudently as its steward. As part of my responsibilities as a member of the Review Committee, I acknowledge and agree to the following:

1. **Meeting Attendance**. I acknowledge the Review Committee meets periodically throughout the academic year. I agree:
	1. To attend a new Review Committee Member orientation and observe a Review Committee meeting prior to the commencement of the Term of Appointment;
	2. To attend all Review Committee meetings in accordance with the requirements of the ACGME Policies, as defined below;
	3. To review all meeting materials provided in advance of all meetings;
	4. To submit all program or sponsoring institution review materials by all established deadlines; and
	5. To fully engage and participate constructively in all Review Committee meetings.
	6. That if I fail to attend two or more of any four consecutive regular meetings, I will be required to submit an explanation of my absences to the ACGME Governance Committee, and the ACGME Governance Committee will make a recommendation to the ACGME Board as to any appropriate action.
2. **Conflict and Duality of Interest Representation**. I shall not participate in the accreditation review of a program, sponsoring institution, or any graduate medical education issue if for any reason it is judged that such participation would result in a conflict of interest or a disqualifying duality of interest. I shall disclose all relationships with a program, sponsoring institution, specialty board, or graduate medical education entity that is in existence prior to the commencement of this Agreement or established during my participation in the Review Committee and shall recuse myself as required by the ACGME Conflict and Duality of Interest Policy, attached as **Exhibit A**.
3. **Compliance with Law and ACGME Policies**. I will perform the duties under this Agreement in accordance with Illinois law and the ACGME Bylaws, Policies, and Procedures, all as amended from time to time by ACGME (collectively, “**ACGME Policies**”).
4. **Independent Volunteer Member**. In accordance with ACGME Bylaws, I represent and warrant that I am not employed by a Member Organization of ACGME (i.e., American Board of Medical Specialties, American Hospital Association, American Medical Association, Association of American Medical Colleges, Council of Medical Specialty Societies, American Osteopathic Association, or American Association of Colleges of Osteopathic Medicine) or any Review Committee appointing organization. I agree to notify ACGME immediately if I become employed by any one of these organizations and resign my position as a member of the Review Committee.
5. **Fiduciary Responsibility**. I acknowledge that I have a fiduciary duty to ACGME and I agree to discharge my duties as a Review Committee member in a manner I believe to be in the best interests of ACGME. I acknowledge and agree that:
	1. I may not act for or on behalf of the ACGME without explicit authorization from ACGME;
	2. I shall not provide consultation to any program or sponsoring institution that is accredited by, that has applied for accreditation by or that intends to apply for accreditation by ACGME or ACGME International LLC or that has an accreditation decision still pending before the Review Committee in which I was involved;
	3. If I cannot exercise a fiduciary duty to act in a manner I reasonably believe to be in the best interests of the Review Committee and ACGME on a particular issue due to a conflict or duality, I will declare such conflict or duality of interest as required by ACGME Policies and this Agreement and will recuse myself from any discussion or vote regarding such matter; and
	4. If I can no longer fulfill my obligations under ACGME Policies and this Agreement, I will resign my position on the Review Committee.
6. **Performance Evaluation**. I acknowledge and agree that at the end of my Term of Appointment, I will be subject to an evaluation by my peers on the Review Committee, which review results will be shared with the organization which appointed me as a member of the Review Committee. I further agree to participate in the evaluations of other members of the Review Committee.
7. **Expense Reimbursement**. I understand that ACGME will arrange for and/or provide all transportation, lodging, and meals for me and my guest (if he or she is specifically invited by ACGME in accordance with ACGME Policies) in accordance with ACGME expense reimbursement policies for attendance at Review Committee meetings. To the extent any expense are not prepaid by ACGME, I will promptly submit any other expenses related to travel to and attendance at Review Committee meetings to the department administrator for reimbursement.
8. **No Compensation**. I understand that I may not accept payment for service on the ACGME Review Committee, including any travel upgrades or honoraria.
9. **ACGME's Insurance**. I understand that ACGME will, at its expense, cover me under ACGME’s directors’ and officers’ liability insurance and business travel insurance programs against claims arising out of my services under this Agreement. I acknowledge that any services performed outside the scope of this Agreement are not covered by ACGME’s insurance program.
10. **Indemnification**. I acknowledge that ACGME will indemnify, defend and hold me harmless from and against any and all liability, loss, claim, lawsuit, injury, damage or expense to the extent it arises out of or is in connection with any act or omission in the performance of this Agreement. This Section will survive the expiration or termination of this Agreement.
11. **Confidentiality**.
	1. I agree to maintain the confidentiality of any information of or relating to the ACGME Review Committee, ACGME, and ACGME affiliates that is confidential or proprietary (“Confidential Information”). For so long as the Confidential Information remains confidential, I will not, without the prior written consent of ACGME or as required by law, directly or indirectly:
		1. use any Confidential Information except in the performance of the duties, responsibilities and obligations under this Agreement, or
		2. disclose any Confidential Information to any third party.
	2. To the extent I maintain any copies of material and notes, I will protect the confidentiality of such materials and notes and will dispose of them in a secure manner in accordance with ACGME Policies.
	3. The provisions of this Paragraph will survive the expiration or termination of this Agreement.
12. **Intellectual Property**. Any accreditation standards, policies, strategic or other plans or written analyses developed by me for ACGME or any of its affiliates under this Agreement, and all draft versions thereof, as well as all documentation, program materials, flow charts, and the like created in connection therewith, and all ideas, inventions, know-how or techniques, and any other information generated by me during the course of performance under this Agreement, and the copyright, patent, trademark, trade secret, and all other proprietary rights therein, and any derivative works created therefrom (collectively, the “**Work Product**”), shall be the sole and exclusive property of ACGME. ACGME shall own such Work Product from the date of the conception or creation, as applicable. I acknowledge and agree that all copyrightable aspects of the Work Product shall be considered a "work-made-for-hire" within the meaning of the Copyright Act of 1976 (the “**Copyright Act**”), as amended. If and to the extent the Work Product, or any part thereof, is found by a court of competent jurisdiction not to be a "work-made-for-hire" within the meaning of the Copyright Act, I expressly assign to ACGME all exclusive right, title and interest in and to the copyright, patent, trademark, trade secret and all other proprietary rights in and to the Work Product without further consideration, free from any claim, lien for balance due or rights of retention thereto. The provisions of this Paragraph will survive the expiration or termination of this Agreement.
13. **Term of Appointment**. I acknowledge that my Term of Appointment as a member of the Review Committee shall be two (2) years commencing on the date set forth below. I further acknowledge that this Agreement may not be renewed and I may not be appointed to serve on the same Review Committee again.
14. **Termination**. I acknowledge that I can resign my membership on the Review Committee with 90 days prior written notice to the ACGME. This Agreement may be terminated by the ACGME Board in accordance with ACGME Policies.
15. **Relationship with ACGME**. Nothing contained herein shall be deemed or construed to create a relationship between me and ACGME or any of its affiliates as that of employer and employee or partner.

**IN WITNESS WHEREOF**, this Review Committee Member Agreement has been executed by the Parties effective as of the date set forth below.

**MEMBER**

Signature:

Printed Name: Effective Date:

Review Committee: Term of

Appointment:Commencement Date:

*This document has been provided for reference only. All new members are required to sign the member agreement after appointment to the Review Committee.*

*The following is an excerpt (pp. 37-45) from the ACGME Manual of Policies and Procedures.*

# Subject: 8.00 ACGME Conduct Section: 8.10 Fiduciary Duty

Members of the ACGME Board and Review and Recognition Committees hold a fiduciary duty to the ACGME. They must be attentive to the needs and priorities of the ACGME and must act in what they reasonably believe to be the best interests of the ACGME. If any member cannot discharge this fiduciary duty of acting in the best interest of the ACGME

on any particular issue, the member should declare a conflict or duality of interest as described in Policy 8.20.

**Subject: 8.00 ACGME Conduct**

**Section: 8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)**

The mission of the ACGME is to improve health care and population health by assessing and enhancing the quality of resident and fellow physicians’ education through advancements in accreditation and education. In furtherance of this mission, the ACGME engages in accreditation, recognition, and accreditation and recognition-related activities. The integrity of the ACGME, its accreditation and recognition decisions, and the activities it undertakes, depend on:

1. the avoidance of conflicts of interest, or even the appearance of such conflicts, by the individuals involved in those decisions and activities; and,
2. appropriately addressing dualities of interest by those same individuals.

At the same time, the ACGME acknowledges that the leaders of the ACGME also have significant professional, business, and personal interests and relationships. Therefore, the ACGME has determined that the most appropriate manner in which a Director/Committee member addresses actual, apparent, or potential conflicts of interest and/or dualities of interest begins with full disclosure of any relationship or interest that might be construed as resulting in such a conflict or duality. Disclosure under this policy should not be construed as creating a presumption of impropriety or as automatically precluding someone from participating in an ACGME activity or decision-making process. Rather, it reflects the ACGME’s recognition of the many factors that can influence a person’s judgment and a desire to make as much information as possible available to all participants in ACGME-related matters.

Insofar as actual, apparent, or potential conflicts and dualities of interest can be addressed before they are manifest in ACGME Board or Committee meetings or otherwise, they should be referred to the ACGME Board or applicable Committee Chair for resolution (with assistance and advice of the ACGME President and Chief Executive Officer) and failing satisfactory resolution to all involved, to the Governance Committee for resolution. Insofar as actual, apparent, or potential conflicts of interest and dualities of interest are not so resolved, and they become manifest in ACGME Board or Committee meetings, the ACGME Board or Committee shall address them consistent with this policy, or if permitted by time, refer them to the Governance Committee for resolution.

On or before January 31 of each year, the ACGME President and Chief Executive Officer and each Committee shall submit to the Governance Committee a report listing the date and a brief account (need not include names) of each disqualification occurring during the previous calendar year.

The Governance Committee of the ACGME Board has the responsibility to provide oversight for compliance with this policy.

**8.21 Definitions**

1. Conflict of Interest

A conflict of interest occurs when a Director/Committee member has a financial interest (as defined in this policy), which is declared or determined under this policy to be a personal and proprietary financial interest to the Director/Committee member or a close member of the Director’s/Committee member’s family that relates to an ACGME decision or activity.

1. Duality of Interest

A duality of interest occurs when a Director/Committee member has an interest, which is declared as or determined under this policy to be a competing fiduciary obligation that does not involve a personal and proprietary financial interest. (Usually, this relates to a fiduciary obligation to another not-for-profit corporation with an interest in ACGME accreditation requirements and policies.) A duality of interest sufficient in gravity to destroy the trust necessary for fiduciary service in the interest of the ACGME and the public on an issue shall disqualify a Director/Committee member from fiduciary service on that issue.

1. Apparent Conflict or Duality

An apparent conflict or duality of interest is one which is perceived, but not actual. (Since third parties act or draw conclusions on what they perceive, an apparent, but unresolved, conflict or duality needs to be addressed.)

1. Potential Conflict or Duality

A potential conflict or duality of interest is one that has not yet occurred, but is predictable if a Director/Committee member is about to assume:

* 1. ownership or investor status;
	2. a compensation arrangement; or
	3. fiduciary responsibility.
	4. Conflict and Duality of Interest Policy (Directors and Committee Members)
	5. Definitions
1. Financial Interest

A financial interest is personal and proprietary if a Director/Committee member has, directly or indirectly, through business, investment, or family (spouse, parent, child or spouse of a child, brother, sister, or spouse of a brother or sister):

* 1. an ownership or investment interest in any entity (other than a publicly held entity) with which the ACGME has a contract or transactional arrangement, or in any entity (other than a publicly held entity) whose products or services are in competition or potential competition with those intrinsic to the ACGME contract or transactional arrangement; or,
	2. a compensation arrangement with any entity or individual with which/whom the ACGME has a contract or transactional arrangement in which the compensation is in excess of one thousand dollars ($1,000.00) in any year, or with any entity whose products or services are in competition or potential competition with those intrinsic to the ACGME contract or transactional arrangement; or,
	3. an actual or potential ownership or investment interest in any entity (other than a publicly held entity) with which the ACGME is considering or negotiating a contract or transactional arrangement, or in any entity (other than a publicly held entity) whose products or services are in competition or potential competition with those intrinsic to the potential ACGME contract or transactional arrangement; or,
	4. a compensation arrangement with any entity or individual as to which/whom the ACGME is considering or negotiating a contract or transactional arrangement, or with any entity or individual whose products or services are in competition or potential competition with those intrinsic to the potential ACGME contract or transactional arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors (in general those amounting to less than $50 per calendar year are exempt from this Policy).

**8.22 Procedure – Conflict of Interest – Contract or Transaction**

1. Disclosure of Conflicts

All Directors/Committee members who have, or who are advised that they may have, (a) an actual, apparent, or potential conflict of interest (personal or proprietary financial interest) or

(b) bias for or against a Sponsoring Institution or program under review, must disclose the conflict and all relevant facts to the ACGME Board Chair (ACGME Board Vice Chair if the ACGME Board Chair is conflicted or unavailable) or Committee Chair (Committee Vice Chair if the Committee Chair is conflicted or unavailable; Committee-selected designee if the Committee Chair is conflicted or unavailable, and there is no Committee Vice Chair). A disclosure statement form shall be provided to each Director and Committee member annually for completion and return, but disclosure is most appropriate whenever conflicts arise or are suspected.

1. Self-Declared Conflict (Disqualifying)
	1. A Director/Committee member may declare an actual, apparent, or potential conflict of interest relating to ACGME Board or Committee action on a contract or transaction and shall disclose all facts material to the conflict of interest. Such disclosure and declaration shall be reflected in the minutes of the meeting, which need not state all the facts disclosed by the Director/Committee member.
	2. The conflicted Director/Committee member shall not participate in or be permitted to hear the ACGME Board’s or Committee’s discussion of the contract or transaction except to disclose material facts and to respond to questions. The Director/Committee member shall not attempt to exert personal influence with respect to the contract or transaction, either at or outside the meeting.
	3. The Director/Committee member having an actual or apparent conflict of interest may not vote on the contract or transaction and shall not be present in the meeting room when the vote is taken. Such a person’s ineligibility to vote on that matter shall be reflected in the minutes of the meeting.
	4. Depending upon the facts involved, the ACGME Board Chair or Committee Chair may also conclude that certain confidential or proprietary information should not be shared with the person having the actual, apparent, or potential conflict.
2. Same State or Territory (Accreditation Actions)

A Director/Committee member (a) employed by an ACGME-accredited Sponsoring Institution or program headquartered in the same state or territory as a Sponsoring Institution or program being considered for accreditation/recognition action by a Review or Recognition Committee or the ACGME Board and/or (b) having a bias for or against a Sponsoring Institution or program being considered for accreditation/recognition action by a Review or Recognition Committee or the ACGME Board shall withdraw from all discussion on the accreditation/recognition action and leave the meeting room. The person shall not attempt to exert personal influence with respect to the accreditation/recognition action, either at or outside the meeting.

8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

8.22 Procedure – Conflict of Interest – Contract or Transaction

1. ACGME Determined Conflict (Disqualifying)
	1. In the event it is not entirely clear that an actual, apparent, or potential conflict of interest exists, the Director/Committee member with an alleged or suspected conflict shall disclose the circumstances to the ACGME Board Chair (ACGME Board Vice Chair if the ACGME Board Chair is conflicted or unavailable) or the Committee Chair (Committee Vice Chair if the Committee Chair is conflicted or unavailable; Committee-selected designee if the Committee Chair is conflicted or unavailable and there is no Committee Vice Chair), who shall determine whether there exists an actual, apparent, or potential conflict of interest.
	2. The Director/Committee member may request a vote of the ACGME Board or Committee if the Director/Committee member disagrees with the determination of the ACGME Board Chair or Committee Chair. The Director/Committee member may be present and may speak during ACGME Board or Committee discussion of the relevant facts regarding the actual, apparent, or potential conflict of interest, but shall leave the room for other discussion and voting. An actual, apparent, or potential conflict may be found to exist by a simple majority vote, with the Director/Committee member involved not voting, but being counted for quorum purposes and shown as abstaining.
	3. Depending upon the facts involved, the ACGME Board Chair or Committee Chair may also conclude that certain confidential or proprietary information should not be shared with the person having the actual, apparent, or potential conflict.

#### Procedure – Addressing Number of Persons Voting

If, upon conclusion of the Conflict of Interest Procedure (Policy [8.22](#_bookmark67)), the number of persons remaining to discuss and vote on a matter is less than half the total number of persons, those persons excluded under Policy [8.22.c](#_bookmark68). (Same State or Territory) who would not otherwise be excluded under the Conflict of Interest Procedure (Policy [8.22](#_bookmark67)) may participate in discussion and vote on the appeal of the Sponsoring Institution or program.

8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

8.24 Duality of Interest

1. Disclosure of Dualities and Possible Dualities

Prior to ACGME Board or Committee action on an issue, each Director/Committee member who has, or is advised by one or more on the ACGME Board or ACGME Committee that the individual may have, an actual, apparent, or potential duality of interest as regards an action being taken or to be taken by the ACGME Board or Committee, must disclose the duality and all relevant facts to the ACGME Board Chair (ACGME Board Vice Chair if the ACGME Board Chair is conflicted or unavailable) or the Committee Chair (Committee Vice Chair if the Committee Chair is conflicted or unavailable; Committee-selected designee if the Committee Chair is conflicted or unavailable and there is no Committee Vice Chair).

* 1. The affected Director/Committee member shall inform the ACGME Board or Committee how the individual Director/Committee member has acted in the public’s best interest to resolve the duality.
	2. Annual Disclosure Form: A disclosure statement form shall be provided to each Director/Committee member annually for completion and return, but disclosure is most appropriate whenever dualities arise or are suspected.
1. Self-Declared Actual, Apparent, or Potential Duality
	1. Self-Declared Actual, Apparent, or Potential Duality (Non-Disqualifying)

Prior to ACGME Board or Committee action on a matter or issue, a Director/Committee member may declare an actual, apparent, or potential duality of interest on an issue, and also declare that the Director/Committee member can discharge the fiduciary duty relating to that issue in a manner that the Director/Committee member reasonably believes is in the interests of the ACGME and the public. Unless the ACGME determines, as provided herein, that the Director/Committee member has an actual, apparent, or potential duality of interest on an issue and that the Director/Committee member cannot discharge the fiduciary duty relating to that issue in a manner that is in the interests of the ACGME and the public, the Director/Committee member may participate regarding that issue.

* 1. Self-Declared Actual, Apparent, or Potential Duality (Disqualifying)

A Director/Committee member declaring an actual, apparent, or potential duality of interest on an issue, and that the Director/Committee member cannot discharge the fiduciary duty relating to that issue in a manner that the Director/Committee member reasonably believes is in the interests of the ACGME and the public, shall not participate regarding that issue.

8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

8.24 Duality of Interest

1. ACGME Determined Actual, Apparent, or Potential Duality (Disqualifying)
	1. In the event it is not clear that a disqualifying actual, apparent, or potential duality of interest exists, the Director/Committee member with an actual, alleged, suspected, or possible actual, apparent, or potential duality shall disclose the circumstances to the ACGME Board Chair (ACGME Board Vice Chair if the ACGME Board Chair is conflicted or unavailable) or the Committee Chair (Committee Vice Chair if the Committee Chair is conflicted or unavailable; Committee-selected designee if the Committee Chair is conflicted or unavailable, and there is no Committee Vice Chair), who shall determine whether there exists a disqualifying actual, apparent, or potential duality of interest, i.e., whether an actual, apparent, or potential duality of interest exists that is sufficient in gravity to destroy the trust necessary for fiduciary service to the ACGME and the public on an issue.
	2. The Director/Committee member involved may request a vote if the Director/Committee member disagrees with a disqualification decision of the ACGME Board Chair or Committee Chair. The Director/Committee member involved may be present and may speak during ACGME Board or Committee discussion of the relevant facts but shall leave the room for executive session discussion and voting. A disqualifying actual, apparent, or potential duality may be found to exist by a two-thirds vote, the Director/Committee member involved not voting, but being counted for quorum purpose and shown as abstaining.
2. Addressing Duality (Disqualifying)

Upon a disqualifying actual, apparent, or potential duality of interest being either declared or determined regarding an action being taken or to be taken by the ACGME Board or the ACGME Committee, the duality shall be noted in the minutes. The Director/Committee member with the actual, apparent, or potential duality shall not participate in the debate or vote on the action, and, at the discretion of the ACGME Board Chair or Committee Chair, shall not have access to certain confidential information.

8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

#### 8.25 Procedure—Specialties under Consideration

1. Prior to and during an ACGME Board or Committee meeting at which a specialty is being considered (including but not limited to specialties addressed by the Monitoring and Requirements Committees), Directors/Committee members of the same specialty as that under consideration shall not (a) review, (b) participate in ACGME Board or Committee discussion, (c) participate in ACGME Board or Committee vote, and/or (d) moderate ACGME Board or Committee consideration of that specialty.
2. Prior to and during an ACGME Board or Committee meeting at which a specialty is being considered (including but not limited to specialties addressed by the Monitoring Committee and Committee on Requirements), no Director/Committee member shall (a) review, (b) participate in ACGME Board or Committee discussion, (c) participate in ACGME Board or Committee vote, and/or (d) moderate ACGME Board or Committee consideration of any specialty as to which the Director/Committee member, because of the individual’s background or otherwise, feels the Director/Committee member cannot fairly participate in consideration.
3. During an ACGME Board or Committee meeting, prior to consideration of a specialty, the ACGME Board or Committee will determine whether any Director/Committee member, because of a conflict of interest, should not participate in consideration of the specialty.
4. If, as a result of the above process, two or fewer Directors/Committee members remain eligible to participate in ACGME Board or Committee recommendation on a specialty, the ACGME Board Chair shall appoint a Director without such conflicts to participate as an ad hoc Committee member for recommendation on a specialty.
5. A Director/Committee member having a conflict of interest shall withdraw from all consideration of the specialty and shall leave the meeting room during consideration.

#### 8.26 Procedure—Consultant/Field Representative

A person shall not serve as an institutional or program consultant or as institutional or program Field Representative to graduate medical education Sponsoring Institutions or programs inside or outside the United States while serving on the ACGME Board or a Review or Recognition Committee.

8.20 Conflict and Duality of Interest Policy (Directors and Committee Members)

8.27 Failure to Disclose Conflict and Duality of Interest

If the Governance Committee has reasonable cause to believe (based on information from the ACGME President and Chief Executive Officer or other sources that a Director/Committee member has knowingly and deliberately failed to disclose an actual, apparent, or potential conflict or duality of interest, it shall inform the Director/Committee member of the bases for such belief and afford the Director/Committee member an opportunity to explain the alleged failure to disclose.

If, after hearing the response of the Director/Committee member and making such further investigation as may be warranted in the circumstances, the Governance Committee determines that the Director/Committee member has in fact knowingly failed to disclose an actual, apparent, or potential conflict or duality of interest, it shall recommend appropriate action or sanctions to the ACGME Board. The recommendation shall reflect the Governance Committee’s view of the violation’s seriousness and the degree of harm or potential harm to the ACGME.

### 8.30 Annual Disclosure—Directors and Committee Members

Annually each Director/Committee member shall be provided with and asked to review a copy of this policy and to acknowledge in writing that the Director/Committee member has done so and that the Director/Committee member agrees to follow this policy.

Annually each Director/Committee member shall complete a disclosure form identifying any relationships, positions, or circumstances in which the Director/Committee member is involved that the Director/Committee member believes could contribute to an actual or apparent conflict or duality of interest. Any such information regarding the business interests of a person or a family member thereof shall generally be made available only to the ACGME Board Chair, the President and Chief Executive Officer, and any committee appointed to address conflicts and dualities of interest, except to the extent additional disclosure is necessary in connection with the implementation of this policy.

### 8.40 Confidentiality

The ACGME acknowledges that adherence to confidentiality of the information acquired during the accreditation process is vital to its operation. Intrinsic to accreditation is the promotion of candor within its process, which may include constructive criticism that leads to improvement in the educational quality of an institution or program. Maintaining confidentiality within the accreditation process promotes this candor. Confidentiality means that the ACGME and its committees will not disclose the documents listed in this policy nor the information contained therein, except as required for ACGME accreditation purposes, as may be required legally, or as provided in Policy [8.41](#_bookmark76). To meet the requirement of confidentiality, the ACGME holds as confidential the following documents and the information contained therein:

1. institutional and program files, including without limitation: institutional review and Clinical Learning Environment Review Program information; program information; institution and program accreditation history; Site Visit Reports; progress reports; Case Log data; survey data; and records of Committee consideration;
2. appeals files;
3. additional documents and correspondence recording accreditation actions and consideration thereof by the ACGME; and,
4. personal resident/fellow physician information, and protected health information submitted to the ACGME.

A breach of confidentiality could result in irreparable damage to the Review and Recognition Committees, the ACGME and its mission, and the public, and may result in removal of a director, committee member, or ACGME employee.

8.40 Confidentiality

88.41 Published Information Released through ACGME

The ACGME publishes and releases a list of Sponsoring Institutions and programs accredited by the ACGME on its website (www.acgme.org) and other media, including the following information:

1. names and addresses of Sponsoring Institutions;
2. names and addresses of major participating site(s);
3. names and addresses of designated institutional officials and program directors;
4. names and addresses of the institutional and program coordinator(s);
5. specialty and length of programs;
6. total number of resident/fellow positions;
7. institutional and program accreditation, institutional and program accreditation status, institutional and program recognition status, and effective date (current, and for the previous 10 years);
8. date of last Self-Study; and,
9. date of next Self-Study (if applicable).

Summary data and other information about Sponsoring Institutions, programs, resident/fellow physicians, or resident/fellow physician education that is not identifiable by person or organization may be published by the ACGME or in collaboration with other entities in a manner appropriate to further the quality of graduate medical education consistent with ACGME policies and the law.

Individual resident/fellow physician data may be submitted to specialty certification boards upon written or electronic authorization of the individual resident/fellow physician and programs, as appropriate.

8.40 Confidentiality

8.42 Confidentiality Administration

To protect confidential information, the ACGME assumes responsibility to:

1. not make copies of, disclose, discuss, describe, distribute, or disseminate in any manner whatsoever, including in any oral, written, or electronic form, any confidential information, or any part of it, that the Review or Recognition Committees receive or generate, except directly in conjunction with service to the ACGME;
2. not use such confidential information for personal or professional benefit or for any other reason, except directly in conjunction with service to the Review or Recognition Committees and/or the ACGME; and,
3. dispose of all materials and notes regarding confidential information in compliance with ACGME policies.

The confidentiality obligations continue to apply to former Review and Recognition Committee members. A former Review or Recognition Committee member may serve as a consultant to an institution or program but shall continue to maintain the confidentiality of confidential ACGME information. Such an individual may not serve as a consultant for an institution or program that has an accreditation decision pending before the ACGME in which decision, or part thereof, the former member participated as a Review or Recognition Committee member. If a former Review or Recognition Committee member, while serving as a consultant, receives information from an institution or program, the former member may discuss such information with the institution or program, if the same information was submitted to the Review or Recognition Committee.

However, the former Review or Recognition Committee member may not discuss the consideration of the institution or program by the Review or Recognition Committee in which the former Review or Recognition Committee member participated or otherwise became aware by virtue of the Review or Recognition Committee membership.