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CCM Exam Study Questions with 100% Correct Answers 2023

The most effective cost containment strategy used in pharmacy benefits management is:

- A) Volume purchase discounts.
- B) Use of mail order pharmacies.
- C) Use of a preferred drug list.
- D) Use of generic drugs. - Correct Answer-Answer: D) Use of generic drugs.

Rationale: While all of these strategies are used to contain costs in pharmacy benefits management, the most cost effective strategy is to use generic medications in lieu of name brand drugs.

Case management facilitates the achievement of client wellness and autonomy through advocacy, assessment, planning, communication, education, resource management, and service facilitation.

The case manager's primary function is:

- A) Care coordination
- B) Cost containment
- C) Outcomes management
- D) Education - Correct Answer-Answer: A) Care coordination

The case manager links clients with appropriate providers and resources throughout the continuum of health and human services and care settings, while ensuring that the care provided is safe, effective, client- centered, timely, efficient, and equitable. This approach achieves optimum value and desirable outcomes for all—the clients, their support systems, the providers, and the payers. All four are case management functions, but the primary function the case manager is coordination of care.

Case managers facilitate client autonomy and wellness through:

- A) Persuasion, financial incentives, and communication.
- B) Assessing, goal setting, and service facilitation.
- C) Caregiver education and resource management.
- D) Advocacy, communication, and education. - Correct Answer-Answer D) Advocacy, communication, and education.

Case management facilitates the achievement of client wellness and autonomy through advocacy, assessment, planning, communication, 4 education, resource management, and service facilitation.

Which organization assists with the employment and retention employees with disabilities by providing information on job accommodations?

- A) Americans with Disabilities Act (ADA)

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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q88-Q93):

NEW QUESTION # 88

The Employer has prepared a contract for a waste-to-energy project based on the FIDIC Yellow Book (edition 1999). You are preparing negotiations on behalf of one of the Subcontractors with the Contractor. The main Contractor will manage the design and build of the Works, whereby the Subcontractor will deliver critical systems regarding power generation and cooling. The Contractor intends to contract the main Contract back-to-back with the Subcontractor. In the proposed back-to-back subcontract, the following amendment is proposed through Particular Conditions:

"Sub-Clause 4.4. The following paragraph is added: The Subcontractor is required to scrutinize the Employer's Requirements in a manner identical to the obligations of the Contractor as stated in Sub-Clause 5.1 of the Main Contract. The Subcontractor will indemnify and hold harmless (up to the maximum liability of the Subcontractor) the Contractor with regard to any error, fault or other defect found in the Employer's Requirements, its items of reference or Contractor's design of the Works for the scope part for which Subcontractor is contracted." What is your advice to the Subcontractor (SC) in regard to entering this proposed subcontract?

- A. I would advise the SC to discuss this amendment with the insurance company just to be sure there will be no transfer of risks. This amendment is mainly a consequence of the FIDIC Yellow Book structure, where the Contractor has obligations in terms of scrutinizing the Employer's Requirements. This amendment makes this obligation more explicit. If the insurance company has no problems with insuring the parts which will be delivered by SC to Contractor, the SC can accept this risk and enter into the subcontract.
- B. I would advise the SC not to enter this contract because the Contractor is obliged to act in accordance with good faith. A proposed paragraph like this opposes good faith.
- C. I would advise the SC to enter the Contract with the request to the Contractor to delete this amendment in the Particular Conditions. If the Contractor does not agree to do so, at least the Subcontractor has tried its best.
- D. I would advise the SC not to enter this contract, because Sub-Clause 4.4 describes the obligations of SC towards Contractor, but this amendment positions the SC in a vulnerable position for claims regarding all errors, faults or other Defects (whether originating from the Employer's Requirements or the design of the Contractor). Essentially, this means the SC becomes liable for the design part, which is within the scope of Contractor even without SC having the opportunity to review it.

Answer: D

Explanation:

In FIDIC Yellow Book (1999), the Contractor is responsible for scrutinizing the Employer's Requirements per Sub-Clause 5.1 and must notify any discrepancies or errors. However, passing this obligation to a Subcontractor, and requiring the Subcontractor to indemnify the Contractor for errors or defects arising from the Employer's Requirements or the Contractor's design, unfairly shifts risk and liability to the Subcontractor.

The Subcontractor is likely not in a position to fully review or control the Employer's Requirements or the overall Contractor's design. This exposes the Subcontractor to excessive risk, beyond their scope and capacity.

Advice C highlights that the Subcontractor becomes vulnerable to claims for design defects outside their control. This misallocation of risk is generally not recommended and can be challenged during contract negotiation. Good contract management practice and risk allocation principles (FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution) support this position. While Options A, B, and D propose different approaches, only C correctly identifies the fundamental contractual and risk management issue that should prevent the Subcontractor from entering the contract as is.

References:

FIDIC Yellow Book 1999, Sub-Clause 5.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution FIDIC Contract Manager Study Guide, Module on Risk Management

NEW QUESTION # 89

You are the Contract Manager of the Engineer and person Y is the Contract Manager of the Employer in a construction project under FIDIC 2017 Red Book. The project is late in schedule and Y has issued Employer's claim on Delay Damages. You have asked Y to consider whether the Contractor's delay to completion is a reflection of cash-flow shortfall from interim payments before making deductions to the Contractor's payment. Y replied that even if the Contractor pays Delay Damages to the Employer, the Contractor is still obliged to complete the Works and is not relieved from its duties and obligations. You warned Y of the risks of further reduction of cash-flow by the deduction of Delay Damages from payments. As this could worsen the situation of the Contractor, leading to further delays to the completion of the Works. Who is right?

- A. You are wrong, Y is correct.
- B. You are correct, Y is wrong.
- **C. Both you and Y are both correct.**
- D. Both you and Y are wrong.

Answer: C

Explanation:

Both statements are correct:

Y is right that payment of Delay Damages does not relieve the Contractor from completing the Works.

You are also correct that excessive deduction of Delay Damages can reduce the Contractor's cash flow, potentially worsening delays.

This situation requires careful balance between enforcing contractual rights and maintaining project progress.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 8.7 - Delay Damages

FIDIC Contract Manager Study Guide, Module on Claims and Cash Flow Management

NEW QUESTION # 90

Which two of the following statements are correct, regarding the Programme under FIDIC Red, Yellow and Silver Books (edition 2017)?

Choose all of the correct answers (multiple possibilities).

- A. The Engineer/Employer is not required to review the Programme, and also not required to inform the Contractor if the Programme does not comply with the Contract.
- B. The Programme is a contract document, and thus, considered binding on the Parties.
- **C. Nothing in any Programme will relieve the Contractor from any obligations to give contractual notice under the Conditions of Contract.**
- **D. The Contractor is required to proceed in accordance with the Programme and the Employer's Personnel shall be entitled to rely upon the Programme in planning their activities.**

Answer: C,D

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: The Contractor must proceed according to the approved Programme, and the Employer's personnel rely on the Programme for coordinating their activities.

Option B is correct: Submission and approval of the Programme do not relieve the Contractor of the obligation to give timely notices for delays or other events as required under the contract (e.g., notices under Sub-Clause 8.4).

Option C is incorrect because the Programme is not strictly a contract document binding parties in the legal sense; it is a working tool to manage and monitor progress.

Option D is incorrect; the Engineer/Employer must review the Programme and notify the Contractor if it does not comply, per contract clauses.

References:

FIDIC Red, Yellow, and Silver Books 2017, Sub-Clause 8.3 and 8.4 - Programme and Notices FIDIC Contract Manager Study Guide, Module on Time and Delay Management

NEW QUESTION # 91

Under the FIDIC Construction Contract, which one of the following statements is correct?

- A. If all persons nominated to serve as members of an ad hoc DAB do not sign a DAB Agreement, an appointing entity can make appointments.
- B. For an ad-hoc DAB, a retainer fee for each DAB Member must be paid to the Member on the first day of each calendar month.
- C. Payments of a DAB Member's retainer fee is the sole responsibility of the Contractor.
- D. Payment to DAB Members must be certified by the Employer.
- **E. A DAB must give its decision in writing on any dispute when requested by one of the Parties.**

Answer: E

Explanation:

Under the FIDIC Conditions of Contract (particularly 2017 editions), the Dispute Adjudication Board (DAB) is a standing or ad hoc body that provides binding decisions on disputes. One key requirement is that the DAB must give its decisions in writing upon request by either Party, ensuring clarity and enforceability.

Option E is correct as the DAB's decision must be documented formally.

Option A is incorrect; the cost of the DAB is generally shared by Employer and Contractor as per the contract.

Option B is incorrect because retainer fees can be paid on different schedules, not necessarily monthly on the first day.

Option C is incorrect; payments to DAB members do not require Employer's certification but are agreed as part of the DAB contract.

Option D is partially true but not a standalone correct statement without additional context.

References:

FIDIC Red, Yellow, Silver Books 2017 Edition, Clause 21 - Disputes and DAB Procedures FIDIC Contract Manager Study Guide, Module on Claims and Dispute Resolution

NEW QUESTION # 92

Which of the following documents form part of a FIDIC Construction Contract ["Red Book" (1999)], hence, to be drafted and included among the Tender Documents? (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. Bill of Quantities
- B. Specifications
- C. Employer's Requirements
- D. Schedule of Guarantees
- E. Schedule of Baselines

Answer: A,B

Explanation:

Under the FIDIC Red Book (1999), the Tender Documents typically include:

The Bill of Quantities (Option B), which provides detailed quantities for priced items and forms a basis for tender pricing.

The Specifications (Option E), which define the technical requirements for the Works.

The Schedule of Guarantees (Option A) is usually provided later, during contract formation, not as part of tender documents.

Employer's Requirements (Option C) are more commonly referenced in design-build contracts such as the Yellow Book, not the Red Book which is traditionally a design-bid-build contract.

Schedule of Baselines (Option D) is not a standard tender document in FIDIC Red Book contracts.

References:

FIDIC Red Book 1999 Edition - Tender Documents Section

FIDIC Contract Manager Study Guide, Module on Tendering Documents

NEW QUESTION # 93

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