

New CCM Exam Questions, Valid CCM Exam Question

CCM Exam 2 questions with answers

Accountable Care Organization (ACO)

✓ A set of healthcare providers including primary care physicians, specialists, and hospitals that work together collaboratively and accept collective accountability for the cost and quality of care delivered to a population of patients.

Actionable tort

✓ A legal duty, imposed by statute or otherwise, owing by defendant to the one injured

Actual value is also referred to as

✓ Real value is also referred to as

Actual value

✓ Measures the worth one derives from using or consuming a good, product, service or an item, and represents the utility of the good, product, service, or item.

Actuarial study

✓ Statistical analysis of a population based on its utilization of healthcare services and demographic trends of the population. Results used to estimate healthcare plan premiums or costs.

Adhesive contract

✓ An agreement between two parties where one party with stronger bargaining power sets the terms and conditions and the other party, which is the weaker of the two with little to no ability to negotiate, must adhere to the contract and is placed in a "take it or leave it" position.

Adjusted Clinical Group (ACG) System

✓ The system clusters clients into homogenous groups based on a unique approach to measuring morbidity to ultimately improve accuracy and fairness in evaluating healthcare provider performance, identifying clients at high risk, forecasting healthcare utilization, and setting equitable payment structure and rates for the providers of care.

Administrative Services Only (ASO)

✓ An insurance company or third-party administrator that delivers administrative services to an employer group. This usually requires the employer to be at risk for the cost of healthcare services provided.

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Medical Professional Certified Case Manager Certification Exam (CCM)

Sample Questions (Q51-Q56):

NEW QUESTION # 51

You are the Contract Manager of the Employer's Representative in a Thermal Power Plant Project. The Contract for this project is EPC Turnkey Contract using the FIDIC Silver Book (edition 2017) with a Contract Price of 28 million USD. The Employer's Requirements require that: "the Contractor design in accordance with international and national technical regulations, and standards, [etc.]".

For piling works, the Employer's Requirements state that the Contractor will design according to a specific national standard for piling works NTS-PW-01. After all piles for the jetty have been installed, a pile load test on lateral bearing capacity shows that actual lateral bearing capacity is much lower than the calculated lateral bearing capacity. It was later revealed by the Technical Standard Committee that there was a typo mistake during preparation of the NTS-PW-01 (translated from a foreign standard). The lateral bearing capacity of installed piles had been substantially overestimated as a result of this typo. Contractor submits a claim for 200,000 USD regarding extra costs for installing additional piles as a result of errors in the Employer's Requirements.

In the hydrological information of Site Data provided by the Employer, the annual high water level is 4.0m.

However, during the design stage, with updated data from local stations along the rivers, the Contractor found out there was a mistake in the calculation. The annual high water level should be 4.5m. As a result, the Contractor has to design and build additional flood walls along the river to protect the Plant from flooding.

The Contractor claims an amount of 300,000 USD to construct the flood wall, based on Unforeseeable difficulties.

As the Employer's Representative, after you have consulted with both Parties but failed to reach agreement, you will make a fair determination of the Claims of the Contractor.

In your "Notice of the Employer's Representative's determination", what is your determination for the Contractor?

- A. The Contractor is entitled to the Claim for additional costs in relation to the piling, based on errors in the Employer's Requirement only.
- **B. The Contractor is entitled to both Claims.**
- C. The Contractor is not entitled to either of the Claims.
- D. The Contractor is entitled to the Claim for the additional flood wall based on Unforeseeable difficulties only.

Answer: B

Explanation:

Both claims are valid under the Silver Book principles:

The error in the Employer's Requirements (typo in NTS-PW-01) leads to entitlement for additional piling costs.

The unforeseen hydrological data causing additional flood protection works qualify as unforeseeable physical conditions entitling the Contractor to compensation.

Hence, Option D is correct - the Contractor is entitled to both claims.

References:

FIDIC Silver Book 2017 Edition, Sub-Clause 4.1 (Employer's Requirements) and Sub-Clause 4.12 (Unforeseeable Physical Conditions) FIDIC Contract Manager Study Guide, Module on Claims and Employer's Requirements

NEW QUESTION # 52

Under the FIDIC Red and Yellow Books (edition 1999), which two of the following statements are correct regarding the issuance of Interim Payment by the Engineer?

(Choose all correct answers - multiple possibilities)

- A. The Employer is bound by the Certificate issued by the Engineer and must make payment in full, irrespective of any entitlement to compensation arising from any claim which the Employer may have against the Contractor.
- **B. The Employer is bound by the Certificate issued by the Engineer, and must make payment in full, except for any compensation arising from any claim which the Employer may have against the Contractor.**
- **C. If the Employer considers itself entitled to claim against the Contractor, notice and particulars must first be submitted under Sub-Clause 2.5. The Employer's entitlement is then to be agreed or determined by the Engineer, and then, incorporated as a deduction in a Payment Certificate.**
- D. The Employer is not bound by the Certificate issued by the Engineer.

Answer: B,C

Explanation:

Under the FIDIC Red Book and Yellow Book, 1999 editions, the Engineer issues Interim Payment Certificates certifying the amounts due to the Contractor for completed works and materials on site (Sub-Clause 14.6). The Employer is generally bound by

the Payment Certificate and must pay accordingly, except where there is a lawful set-off or compensation claim against the Contractor.

Option A is correct because the Employer must pay the amount certified except for compensation claims that may be offset against the payment (Sub-Clause 14.6).

Option D is also correct: If the Employer intends to claim against the Contractor (e.g., for damages or defects), it must notify the Contractor under Sub-Clause 2.5 and provide particulars. The Engineer then assesses and decides on the claim and incorporates any agreed deductions into the Payment Certificate.

Option B is incorrect because the Employer is indeed bound by the Payment Certificate unless lawful deductions or disputes arise.

Option C is incorrect as the Employer can withhold amounts due for compensation claims once these are properly notified and substantiated.

References:

FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 14.6 - Interim Payments FIDIC Red and Yellow Books, 1999 Edition, Sub-Clause 2.5 - Employer's Claims FIDIC Contract Manager Study Guide, Module on Payment Procedures and Financial Management

NEW QUESTION # 53

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

Choose all of the correct answers (multiple possibilities)

- A. The Dispute must be submitted to the Dispute Avoidance and Adjudication Board (DAAB) within 42 days, otherwise the NOD is deemed to have lapsed and is no longer valid.
- B. Both 'Disagreement' and 'Dispute' are defined terms under the Conditions of Contract.
- C. If a Party is dissatisfied with the determination and has given Notice of Dissatisfaction (NOD) to the other party within a strict 28-day time limit, a Dispute arises and either Party may proceed under Sub-Clause 21.4 to obtain a DAAB decision on it.
- D. In case the Engineer refuses to issue a Performance Certificate or to issue one with a correct date under Sub-Clause 11.9, and the Contractor has disagreed with the requested entitlement or relief in connection with this refusal, Dispute shall be deemed to have arisen.

Answer: C,D

Explanation:

Option A is correct. Under Sub-Clause 11.9 (Performance Certificate) refusal or incorrect issuance by the Engineer, combined with disagreement by the Contractor, may cause a Dispute to arise.

Option B is correct. If a Party is dissatisfied with a determination, it must give a Notice of Dissatisfaction (NOD) within 28 days to escalate the matter to a Dispute, allowing either Party to refer it to the DAAB as per Sub-Clause 21.4.

Option C is incorrect. The contract does not specify a 42-day time limit for submission to DAAB after NOD; timelines vary by contract and stage.

Option D is incorrect. 'Disagreement' is not a formally defined term in FIDIC contracts, whereas 'Dispute' is.

References:

FIDIC Red, Yellow, Silver Books 2017 Edition, Sub-Clause 11.9 and Clause 21 - Claims, Disputes, and Adjudication FIDIC Contract Manager Study Guide, Module on Dispute Resolution

NEW QUESTION # 54

Choose which one statement consists of an example of an unclear and ambiguously drafted Particular Conditions.

- A. The clarifications to the Contract given during the tender period are never to be attached to the Contract, as such clarifications are reflected by amending the Particular Conditions.
- B. Provisions of the General Conditions are deleted and replaced in the Particular Conditions solely by the words "not used".
- C. Clarifications to the meaning of tender documents together with answers to tenderers' inquiries made during the tender period by the Employer should be e-mailed in a Excel table in both PDF and XLS file format.
- D. All deletions of a General Conditions are replaced with new Particular Conditions that cover the same scope.

Answer: B

Explanation:

The use of vague phrases such as "not used" in Particular Conditions to delete provisions of the General Conditions without replacement or explanation leads to ambiguity and unclear contractual obligations. Such drafting can cause confusion as it fails to

clarify whether the deleted provisions are simply not applicable or replaced by other terms. This practice is discouraged because it creates legal uncertainty and possible disputes regarding the rights and responsibilities of the parties.

Option A exemplifies this problem, as it deletes General Conditions clauses without specifying alternatives or clarifications.

Option B is a good practice where deletions are replaced by well-defined clauses to maintain contract balance.

Option C describes a clear method of issuing clarifications, promoting transparency and traceability.

Option D is consistent with standard practice, where clarifications during tender are formalized by contract amendments.

References:

FIDIC Contract Manager Study Guide, Module on Contract Administration Procedures and Particular Conditions drafting FIDIC Red Book 2017 Guide notes on drafting Particular Conditions

NEW QUESTION # 55

Which one of the following statements is NOT correct in respect of FIDIC Yellow Book (both editions)?

- A. The General Conditions allocate the risks between the parties on a fair and equitable basis.
- **B. A disproportionate amount of risks is allocated to the Contractor under the General Conditions.**
- C. The Contractor provides plant and designs (except as otherwise specified) and executes the other works, all in accordance with the Contract, which includes its Proposal and the Employer's Requirements.
- D. The Contract typically becomes legally effective when the Employer issues the Letter of Acceptance to the Contractor.

Answer: B

Explanation:

Option C is NOT correct. FIDIC Yellow Book General Conditions aim to allocate risks fairly and equitably between the Employer and Contractor. The contract balances risks according to who is best able to manage them. It does not impose a disproportionate risk burden on the Contractor.

Options A, B, and D are correct statements describing typical contract formation, risk allocation, and Contractor's design and execution responsibilities.

References:

FIDIC Yellow Book 1999 and 2017 Editions - Introduction and Risk Allocation Clauses FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

NEW QUESTION # 56

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