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QUESTION 1

In the paragraph below, a statement contains two pairs of terms enclosed in parentheses. Determine which term in each pair correctly completes the statement. Then select the answer choice containing the two terms that you have chosen.

In the case of *Pacificare of Oklahoma, Inc. v. Burrage*, the U.S. Court of Appeals for the Tenth Circuit considered whether ERISA preempts medical malpractice claims against health plans based on certain liability theories. In this case, the Tenth Circuit court held that ERISA (should / should not) preempt a liability claim against an HMO for the malpractice of one of its primary care physicians, and therefore the HMO was subject to a claim of (subordinated / vicarious) liability.

- A. Should / subordinated
- B. Should / vicarious
- C. Should not / subordinated
- D. Should not / vicarious

Correct Answer: D

QUESTION 2

Arthur Dace, a plan member of the Bloom Health Plan, tried repeatedly over an extended period to schedule an appointment with Dr. Pyle, his primary care physician (PCP). Mr. Dace informally surveyed other Bloom plan members and found that many people were experiencing similar problems getting an appointment with this particular provider. Mr. Dace threatened to take legal action against Bloom, alleging that the health plan had deliberately allowed a large number of patients to select Dr. Pyle as their PCP, thus making it difficult for patients to make appointments with Dr. Pyle. Bloom recommended, and Mr. Dace agreed to use, an alternative dispute resolution (ADR) method that is quicker and less expensive than litigation. Under this ADR method, both Bloom and Mr. Dace presented their evidence to a panel of medical and legal experts, who issued a decision that Bloom's utilization management practices in this case did not constitute a form of abuse. The panel's decision is legally binding on both parties.

This information indicates that Bloom resolved its dispute with Mr. Dace by using an ADR method known as:

- A. Corporate risk management
- B. An ombudsman program
- C. An ethics committee
- D. Arbitration

Correct Answer: D

QUESTION 3

A federal law that significantly affects health plans is the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In order to comply with HIPAA provisions, issuers offering group health coverage generally must.

- A. Renew group health policies in both small and large group markets, regardless of the health status of any group



member

- B. Provide a plan member with a certificate of creditable coverage at the time the member enrolls in the group plan
- C. Both A and B
- D. A only
- E. B only
- F. Neither A nor B

Correct Answer: B

QUESTION 4

In the course of doing business, health plans conduct basic corporate transactions. For example, when a health plan engages in the corporate transaction known as aggressive sourcing, the health plan

- A. Chooses to contract with vendors who provide specific functions that would otherwise be performed in-house, such as paying claims
- B. Seeks to obtain the best deals from various vendors for equipment, supplies, and services such as telephones, overnight mail, computer hardware and software, and copy machines
- C. Merges with one or more companies to form an entirely new company
- D. Joins with one or more companies, but retains its autonomy and relies on the other companies to perform specific functions

Correct Answer: B

QUESTION 5

Greenpath Health Services, Inc., an HMO, recently terminated some providers from its network in response to the changing enrollment and geographic needs of the plan. A provision in Greenpath's contracts with its healthcare providers states that Greenpath can terminate the contract at any time, without providing any reason for the termination, by giving the other party a specified period of notice.

The state in which Greenpath operates has an HMO statute that is patterned on the NAIC HMO Model Act, which requires Greenpath to notify enrollees of any material change in its provider network. As required by the HMO Model Act, the state insurance department is conducting an examination of Greenpath's operations. The scope of the on-site examination covers all aspects of Greenpath's market conduct operations, including its compliance with regulatory requirements. The contracts between Greenpath and its healthcare providers contain a termination provision known as

- A. An 'economic credentialing' termination provision
- B. A 'breach of contract' termination provision
- C. A 'fair procedure' termination provision
- D. A 'without cause' termination provision



Correct Answer: D

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