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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q80-Q85):

NEW QUESTION # 80

You are the new Contract Manager of the Contractor in a bridge project using FIDIC Yellow Book (edition 2017). The project had been suspended due to a material change in the Employer's financial arrangement. You have worked with your team to identify several failures of the Employer in carrying its obligations under the Contract. Which one of the following does NOT allow the Contractor to issue Notice to terminate the Contract?

- A. The Employer failed to comply with a final and binding determination issued by the Engineer, and such failure constitutes a material breach of the Employer's obligations under the Contract.
- B. A prolonged suspension for more than 1 year has affected the whole of the Works.
- C. The Contractor has requested the Employer but has not received any evidence that the financial arrangement is being

maintained, despite having sent a notice thereto 4 months earlier.

- D. The Contractor does not receive the amount due under the latest Payment Certificate for more than 4 months after the due date.

Answer: C

Explanation:

Comprehensive and Detailed Explanation:

Option C does NOT, on its own, provide grounds for termination. The Contractor's request for evidence of financial arrangement, without further contractual breach, is insufficient to terminate.

Options A, B, and D are valid grounds for termination under FIDIC Yellow Book 2017 due to prolonged suspension, non-payment beyond allowed period, or failure to comply with binding determinations.

References:

FIDIC Yellow Book 2017 Edition, Sub-Clauses 15.1 (Suspension) and 15.2 (Termination by Contractor) FIDIC Contract Manager Study Guide, Module on Suspension and Termination

NEW QUESTION # 81

Before applying the procurement process of any FIDIC Book, the Employer should always check if there are local procurement rules that also apply. Which one of these responses is correct?

- A. Yes, but this is only applicable for public entities like governments. If the Employer is a private organisation (like a company), they are free to procure how they want.
- **B. Yes, based on the law system, internal governance or type of Employer additional procurement rules can apply.**
- C. No, because the FIDIC procurement process is universal.
- D. No, because Employers never have specific procurement rules.

Answer: B

Explanation:

Local procurement laws, regulations, and internal governance rules often apply in addition to or alongside FIDIC contract provisions. Employers, whether public or private, must comply with applicable national or sector-specific rules, which may affect procurement procedures, documentation, and contract award processes.

Option C is correct because procurement requirements depend on local legal systems, the nature of the Employer, and applicable governance.

Option A is incorrect as FIDIC contracts provide contractual frameworks but do not override local legal obligations.

Option B is incorrect because many Employers have procurement policies.

Option D is incorrect since private entities may also be subject to procurement laws or internal policies.

References:

FIDIC Contract Manager Study Guide, Module on Contract Formation and Procurement Strategies World Bank Procurement Guidelines and National Procurement Laws

NEW QUESTION # 82

Which one of the following statements is correct regarding the Provisional Sum under the FIDIC Red, Yellow, and Silver Books (edition 1999)?

- A. Each Provisional Sum shall not be used, in whole or in part, in accordance with instructions from the Engineer.
- **B. The Contractor shall, when required by the Engineer, produce proof to substantiate how it has used the Provisional Sum.**
- C. The Provisional Sum cannot be issued by instruction either by the Engineer (or Employer in case of FIDIC Silver Book).

Answer: B

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct. Under FIDIC contracts, the Contractor must provide proof of how the Provisional Sum has been expended when requested by the Engineer. This ensures transparency and proper use of funds allocated as Provisional Sums.

Option A is incorrect; Provisional Sums are often used based on instructions from the Engineer or Employer.

Option C is incorrect because Provisional Sums are precisely intended to be used, in whole or in part, according to Engineer's or Employer's instructions.

References:

NEW QUESTION # 83

Which one answer holds two statements that are both correct with regards to risks and key considerations regarding the Golden Principles?

- A. "The Employer obtains the best value for money" AND "Disputes should be avoided to the extent achievable."
- B. "The Contractor/Subcontractor is paid adequately and in a timely manner in accordance with the Contract to maintain its cash flow" AND "The terms of the Contract are comprehensive and fair to primarily the Employer".
- C. "Only the Employer should be the one to obtain the best value for money" AND "The Contractor /Subcontractor is paid adequately and timely in accordance with the Contract to maintain its cash flow."
- D. "The Contractor should take advantage of its bargaining power every time possible" AND "Disputes are avoided to the extent achievable, minimised when they do arise, and resolved efficiently."

Answer: A

Explanation:

Comprehensive and Detailed Explanation:

Option A correctly reflects Golden Principles emphasizing the Employer's objective of obtaining value for money and the importance of avoiding disputes as much as possible.

Other options either misrepresent the balanced nature of FIDIC principles or promote unfair or unbalanced positions.

References:

FIDIC Contract Management Guidelines - Golden Principles

FIDIC Contract Manager Study Guide, Module on Legal and Ethical Considerations

NEW QUESTION # 84

In case a Variation is initiated by the Engineer for prompt implementation [FIDIC Red, and Yellow Books, 2017 Editions]

Choose all of the correct answers (multiple possibilities).

- A. ... the Contractor is required to commence implementing the varied works and take records of all the details (... regarding the details of the varied works executed, expenditures incurred, and impact on progress etc.)
- B. ... the Contractor may send a Notice to the Engineer, that the subject of the Variation was Unforeseeable (having regard to the scope and nature of the Works), hence, the Contractor is not to start implementing the varied work promptly.
- C. ... the Contractor is not bound to start implementing the varied works right up until the price for the varied works is fully agreed (or determined)
- D. ... the Contractor within 28 days after receiving such instruction shall submit to the Engineer a description of the varied work, a programme for its execution and a proposal for adjustment of the Contract Price.
- E. ... the Contractor is required to commence implementing the varied works even if it would pose immediate hazard to the safety of public areas surrounding the Site

Answer: A,D

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct: When instructed to implement a Variation promptly, the Contractor must commence work and keep detailed records for subsequent valuation and impact assessment.

Option D is correct: The Contractor is required to submit, within 28 days, a description, programme, and price proposal relating to the Variation as part of contract procedures.

Option A is correct: The Contractor generally must proceed promptly regardless of dispute about foreseeability but may reserve rights via notices.

Option C is incorrect: Safety cannot be compromised; the Contractor should not undertake hazardous work without mitigation.

Option E is incorrect: The Contractor is generally bound to start work upon instruction even if the price is not yet agreed.

References:

FIDIC Red and Yellow Books 2017 Editions, Sub-Clause 3.5 - Variation Procedure FIDIC Contract Manager Study Guide, Module on Variations and Change Management

