

CCM Exam & CCM Fragen Antworten



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>> CCM Exam <<

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Wir alle wissen, dass die Medical Professional CCM Zertifizierungsprüfung in der IT-Branche eine zentrale Position darstellt. Aber die Kernfrage ist, dass es schwer ist, ein Medical Professional CCM Zertifikat zu erhalten. Wir wissen genau, dass im Internet relevanten Prüfungsmaterialien von guter Qualität fehlen. Die Examsfragen und Antworten von ZertPruefung können allen an den Zertifizierungsprüfungen teilnehmenden Prüflingen irgendwann die notwendigen Informationen liefern. Wir versprechen Ihnen, dass Sie Ihre Medical Professional CCM Zertifizierungsprüfung einmalig bestehen können.

Medical Professional Certified Case Manager Certification Exam (CCM) CCM Prüfungsfragen mit Lösungen (Q76-Q81):

76. Frage

Which two statements reflect an INCORRECT application of a Golden Principle?

- A. When applying the FIDIC Red Book or Yellow Book, the Commencement Date shall be within 60 days after the Contractor receives the Letter of Acceptance, in lieu of 42 days.
- B. Any deletions of General Conditions (GC) must be replaced with Particular Conditions (PC) that cover the same scope, and do not leave any roles, duties, obligations, rights, and risk allocation undefined.
- C. The Contractor's right to suspend work (or reduce the rate of work) effective after giving not less than 3 months (in lieu of 21 days) notice to the Employer.
- D. Deleting all the clauses in the General Conditions that refer to the DAAB/DAB.

Antwort: A,D

Begründung:

FIDIC's Golden Principles emphasize clarity, fairness, and completeness in contract drafting and administration. Incorrect applications often create risks, ambiguities, and disputes.

* Option A is correct and reflects a good application of Golden Principles. When deleting clauses from the General Conditions, these must be replaced adequately in the Particular Conditions so that no essential contractual scope or responsibilities are lost or left undefined.

* Option B is incorrect and reflects an improper deviation from the standard. The standard Commencement Date notification period is 42 days after the Contractor receives the Letter of Acceptance (per Sub-Clause 8.1). Extending it to 60 days without valid reason or clear agreement introduces uncertainty and potential delay.

* Option C can be a legitimate contractual modification, provided it is agreed by the parties. Extending the Contractor's notice period for suspension from 21 days to 3 months is a significant change but not inherently contrary to Golden Principles if done transparently and fairly.

* Option D is incorrect and reflects a poor application of Golden Principles. Deleting all clauses referring to the DAAB/DAB (Dispute Adjudication Board) removes a critical dispute avoidance and resolution mechanism, undermining contract fairness and efficiency. Therefore, Options B and D represent incorrect applications of the Golden Principles.

References:

FIDIC Contract Manager Study Guide, Module on Legal and Ethical Considerations and Golden Principles FIDIC Red Book 2017 Edition, Sub-Clause 8.1 - Commencement of Works FIDIC Red Book 2017 Edition, Clause 21 - Disputes and DAAB

77. Frage

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. 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.
- B. 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.
- C. Both 'Disagreement' and 'Dispute' are defined terms under the Conditions of Contract.
- D. 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.

Antwort: A,D

Begründung:

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

78. Frage

Which one statement is correct regarding the FIDIC Red Book (edition 2017)?

- A. No Data other than required by the General Conditions of Contract may be entered in the Contract Data.
- B. Instructions to Tenderers may require the tenderer to provide information on matters in Sub-Clause 4.3 on Contractor's Representative and Sub-Clause 6.12 on Key Personnel.
- C. Instructions to Tenderers are part of the Employer's Requirements.
- D. General Conditions of Contract cannot be amended as it may imbalance the obligations and rights of the Parties.

Antwort: B

Begründung:

Comprehensive and Detailed Explanation:

In the FIDIC Red Book 2017, Instructions to Tenderers are part of the tender documents but are distinct from the Employer's

Requirements. They guide tenderers on how to prepare and submit their tenders. Specifically, Instructions to Tenderers may require tenderers to provide detailed information about their organization, key personnel, and the Contractor's Representative (see Sub-Clause 4.3 on Contractor's Representative and Sub-Clause 6.12 on Key Personnel), which is essential for evaluating the capability and resources of the tenderer.

Option A is incorrect because Instructions to Tenderers are separate from Employer's Requirements; the latter define the scope and technical needs of the project.

Option B is incorrect; Contract Data may include specific data relevant to the particular project beyond just the General Conditions, including amendments and project-specific information.

Option D is incorrect because the General Conditions can be amended through the Particular Conditions (within limits), provided the amendments are balanced and agreed upon by both Parties.

References:

FIDIC Red Book 2017, Guide to Tendering Documents

FIDIC Red Book 2017, Sub-Clause 4.3 - Contractor's Representative

FIDIC Red Book 2017, Sub-Clause 6.12 - Key Personnel

FIDIC Contract Manager Study Guide, Module on Introduction to FIDIC Contracts

79. Frage

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 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.
- D. 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.

Antwort: C

Begründung:

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

80. Frage

Which of the following statements are not correct?

Choose all of the correct answers (multiple possibilities).

- A. Subcontractors cannot attend management or progress meetings unless the Engineer's approval is obtained.
- B. The Engineer shall keep records of the Progress Meetings.
- C. Only the Employer can call for a meeting.
- D. Only the Engineer can call for a meeting.
- E. The Contractor or the Engineer can request a meeting.

Antwort: C,D

Begründung:

In FIDIC contracts (2017 editions), meetings such as progress or management meetings are key tools for communication and coordination among parties. The contract provisions and practical use reflect flexibility regarding who can request or call for such meetings.

* Option A is correct: Both the Contractor and the Engineer can request or call meetings as needed to discuss project progress, issues, or coordination. This promotes proactive communication.

* Option B is incorrect (and therefore included in the answer): It is not only the Engineer who can call meetings. The Contractor can also request meetings.

* Option C is generally correct: Subcontractors may attend meetings only with the Engineer's approval or if invited. This controls confidentiality and relevance of discussions.

* Option D is incorrect: Only the Employer calling meetings is not correct. The Employer may do so but is not the only party authorized.

* Option E is correct: The Engineer typically keeps records (minutes) of progress meetings to document discussions, decisions, and agreed actions. This is essential for contract administration.

Hence, the incorrect statements are B and D.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 4.28 - Progress Reports and Meetings FIDIC Yellow Book 2017 Edition, similar clauses on meetings and communication FIDIC Contract Manager Study Guide, Module on Communication and Reporting

81. Frage

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Ob man in einem bestimmten Bereich den Erfolg macht, spiegelt an Ihren Zertifizierungen, sowie in IT-Industrie. Deshalb wollen viele Leute an Medical Professional CCM Zertifizierungsprüfungen teilnehmen, um Ihre selbe Fähigkeit zu beweisen. Und es ist nicht einfach, Medical Professional CCM Zertifizierung zu bekommen. Aber wenn sie den kürzeren Weg finden, können Sie die CCM Prüfung leicht bestehen. So wollen Wir Ihnen ZertPrüfung Dumps empfehlen. Es kann Ihnen helfen, weniger Zeit zu verwenden und die CCM Prüfung zu bestehen.

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Daß Sie mich also ja nicht verachten! Denn auch Sie haben CCM Exam Verstand, guter Alter, auch Sie. Ich sehe es an dieser entschlossenen, ehrwürdigen Miene, Und das taten sie.

Die Medical Professional CCM Prüfung zu bestehen ist eine effiziente Weise, Auf unterschiedliche Art und Weise kann man verschiedene Zwecke erfüllen, Sie werden bestimmt etwas erhalten bekommen, solange Sie uns wählen.

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