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Commission for Case Manager Certification

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Medical Professional Certified Case Manager Certification Exam (CCM) Sample Questions (Q64-Q69):

NEW QUESTION # 64

Both FIDIC Silver Book (SB) and Yellow Book (YB) (edition 1999) mention the Contractor scrutinising the Employer's Requirements. Which statement is correct?

- A. Scrutinising in FIDIC Yellow Book 1999 means that the Contractor has the opportunity after contract close to report on any errors, mistakes or conflicts in the Employer's Requirements. In the FIDIC Silver Book 1999 scrutinising provides that obligation during the tender period; Contractor has the opportunity to report on any errors, mistakes or conflicts in the Employer's Requirements and for Employer to change it; for after contract closes this is not a duty anymore of Employer.
- B. Scrutinising in FIDIC Silver Book 1999 means that the Contractor should read the Employer's Requirements very thoroughly after the contract closes and see if the Employer's Requirements is complete or if something is missing.
- C. Scrutinising in FIDIC Yellow Book 1999 and Silver Book 1999 means that the Contractor must ask the Employer to check the Employer's Requirements very well to see if the Works can be built on that location according to the Employer's Requirements.
- D. Scrutinising in FIDIC Yellow Book 1999 means the same as in FIDIC Silver Book 1999. In both models it means that

after the contract closes and before starting the actual making of the design, the Contractor has to read the Employer's Requirements very thoroughly and check on any errors, omissions or conflicts.

Answer: A

Explanation:

Comprehensive and Detailed Explanation:

Option D correctly captures the difference between Yellow and Silver Books (1999):

In the Yellow Book, the Contractor may raise concerns after contract close.

In the Silver Book, the Contractor must scrutinize and report on Employer's Requirements during the tender period, and after contract close this duty lapses.

Other options misunderstand timing or scope of scrutiny.

References:

FIDIC Yellow and Silver Books 1999 Editions, Sub-Clause 4.1 - Contractor's General Obligations FIDIC Contract Manager Study Guide, Module on Employer's Requirements and Scrutiny

NEW QUESTION # 65

Under the FIDIC Silver Contract (edition 2017), which two of the answers provide for preconditions for certification and payment of the Interim Payment Certificate?

Choose all of the correct answers (multiple possibilities).

- **A. Receipt of a statement and supporting documents.**
- B. The appointment of the Contractor's Representative and receipt of the Performance Security, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 4.2.1.
- **C. The appointment of the Contractor and receipt of the Advance Payment Guarantee, by the Employer, in the form, and issued by an entity, in accordance with Sub-Clause 14.2.1.**
- D. Receipt of a statement via a letter showing the amounts to which the Contractor considers itself to be entitled.

Answer: A,C

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: Certification and payment of interim payments are conditional on Employer's receipt of the Contractor's appointment and the Advance Payment Guarantee (Sub-Clause 14.2.1).

Option D is correct: Payment also requires receipt of the Contractor's statement supported by relevant documentation.

Option B alone is insufficient without supporting documents.

Option C relates to appointment and performance security but is not a stated precondition for payment certification.

References:

FIDIC Silver Book 2017 Edition, Sub-Clause 14.6 - Interim Payment Certificates FIDIC Contract Manager Study Guide, Module on Payment Procedures

NEW QUESTION # 66

Which two statements are correct regarding the FIDIC Red Book (edition 2017)?

- **A. Contract Data contains information which is required by certain Sub-Clauses in the General Conditions.**
- **B. In some cases, if a certain information is not provided in the Contract Data, the relevant Sub-Clause shall not be applicable.**
- C. Words and expressions stated in Sub-Clause 1.1 Definitions do not apply in respect of Specifications and Drawings.
- D. There is never a difference in effect whether in the Particular Conditions when the term "Works" is used, or when the term "works" is used.

Answer: A,B

Explanation:

Comprehensive and Detailed Explanation:

Option B is correct: The Contract Data provides information required by specific Sub-Clauses in the General Conditions to complete the contract.

Option D is correct: If required data is missing in the Contract Data, some Sub-Clauses may not apply.

Option A is incorrect; definitions generally apply throughout the contract including Specifications and Drawings.

Option C is incorrect; case sensitivity of terms can affect contractual meaning.

References:

FIDIC Red Book 2017 Edition, Sub-Clause 1.1 - Definitions and Contract Data FIDIC Contract Manager Study Guide, Module on Contract Documents

NEW QUESTION # 67

You are the Contract Manager of the Contractor in a building project. The Contract has been awarded to your firm, but the Engineer has not been selected. The Contract Agreement states that the Commencement Date shall be notified by the Engineer, which must be done within 14 days after the signing of the Contract Agreement. The Employer requested your firm to commence works on the 14th day after signing the Contract Agreement. Your director, Y, wants to wait with commencing the works until the Engineer has been selected or until the 42 days since the date your firm receives Letter of Acceptance. Is Y correct?

- A. No
- B. Yes

Answer: A

Explanation:

Y is not correct. The Contractor's obligation to commence works depends on the Commencement Date notification as per the contract. If the Employer requests commencement on the 14th day after signing, and the contract allows or the Engineer has not yet notified otherwise, the Contractor should comply unless formally instructed otherwise.

Delaying work beyond the contractual or Employer's instruction without valid cause may be considered breach of contract and could lead to claims against the Contractor.

References:

FIDIC Red, Yellow, and Silver Books 2017 Edition, Sub-Clause 8.1 - Commencement of Works FIDIC Contract Manager Study Guide, Module on Contract Formation and Execution

NEW QUESTION # 68

Which of the following obligations are relevant to the Engineer's roles with regards to insurance? [2017 Edition] (2 correct answers apply) Choose all of the correct answers (multiple possibilities).

- A. The Engineer is entitled to take out an insurance on behalf of the Contractor, in case the Contractor fails to extend the validity of a specific insurance.
- B. The Engineer shall receive a copy of the evidence(s) demonstrating Contractor's payment of the necessary insurance premiums.
- C. The Engineer shall immediately suspend all construction activities at the Site, in case the Contractor failed to take out any necessary insurance.
- D. The Engineer should continuously monitor that the Contractor's insurance policies are kept valid, and extensions are duly arranged, when necessary.

Answer: B,D

Explanation:

Comprehensive and Detailed Explanation:

Option A is correct: The Engineer is entitled to receive evidence that the Contractor has paid for the necessary insurance policies.

Option C is correct: The Engineer has the role of monitoring the validity of these insurances and ensuring that renewals or extensions are arranged in a timely manner.

Option B is incorrect; the Engineer does not have the authority to take out insurance on behalf of the Contractor.

Option D is incorrect; suspension of construction activities is not automatically the Engineer's role for insurance lapses but may require instructions from the Employer.

References:

FIDIC Red, Yellow, Silver Books 2017 Edition, Sub-Clause 18 - Insurances FIDIC Contract Manager Study Guide, Module on Contract Administration and Insurance

NEW QUESTION # 69

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