

Negotiating Like. Woman

The Keys To Getting What Your Worth

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Contract Terms	
Acceptance	When you accept an offer, it must be an unconditional and unequivocal acceptance to the exact terms of the offer. If not, it becomes a counteroffer.
Agreement	An agreement between private parties creating mutual obligations enforceable by law. The basic elements required for the agreement to be a legally enforceable contract are: mutual assent, expressed by a valid offer and acceptance; adequate consideration; capacity; and legality.
Arbitration	Arbitration clauses set up provisions whereby independent and binding arbitrators settle contractual disputes. Private dispute resolution process.
Bilateral Contract	In a bilateral contract, two parties each promise to perform an act in exchange for something else. It is the most prevalent type of contract.
Boiler Plate	Standard contract clauses use universal language as a type of template. Usually found at the end of a contract, boilerplate clauses include arbitration clauses, entire agreement clauses, and force majeure clauses; merger.
Breach	The violation of a contract or an agreement when one party fails to fulfill its promises according to the provisions of the agreement. Sometimes it involves interfering with the ability of another party to fulfill his/her duties.
State Specific Breach	When one party of the contract accuses the other party of not following the terms of the contract. The statute of limitations for breach of contract is typically 10 years if written. (state specific)
Capacity	One of the elements of a contract is capacity. Capacity means that a person is legally able to enter into a contract. There are several things that make a person legally able to do so, including age and state of mind.
Claims or Occurrence Insurance	Claims made policy is a policy that is triggered when a claim is made during the policy period, regardless of when the wrongful act took place. An occurrence policy covers claims made for injuries sustained during the life of an insurance policy, even if the claim is filed after the policy has been canceled.
Collections	Amount of revenue expected to be paid by third parties in exchange for medical services provided.
Compensation	Payment for/or in exchange for a service(s) performed.
Competent Parties	those persons legally and mentally capable of entering into agreements that are enforceable by law. Some persons, such as minors, persons under the influence of alcohol and other drugs, and mentally ill persons not declared insane, have only a limited capacity to contract.
Conditions / Contingencies	Provisions that specify a particular occurrence that are dependent on certain events.
Consideration	Something of value that is bargained for and given in exchange for the promise contained in the offer.
Contract	An agreement (written or oral) between parties creating mutual obligations enforceable by law.
Damages	Something, such as monetary compensation, that is awarded for a breach of contract.
Duties and Responsibilities	Contract obligations are those duties that each party is legally responsible for in a contract agreement.

Entire Agreement	A clause that declares that the written contract represents all of the terms and conditions between the parties and is the complete and final agreement.
Fair Market Value (FMV)	Whenever anything of value is exchanged among health care providers and a third party the value of the exchange must be at arm's length negotiation.
Fee for Service	Direct payment for services rendered.
For Cause	Termination of a contract or a relationship of employment, that is based on a breach, misfeasance, or other inappropriate action by the other party.
Force Majeure	A clause in contracts that excuses a party from not performing their contractual obligations due to unforeseen events beyond their control.
Guaranty	An agreement where one party guarantees a second parties' obligation to a third party.
Independent Contractor	A person or business who performs services for another person or business under an express or implied agreement and who is not subject to the other's control, or right to control, the manner and means of performing the services and who is not an employee.
JACHO	Joint Commission on Accreditation of Healthcare Organizations (JACHO) is an independent, not-for-profit organization that administers voluntary accreditation programs for hospitals and other healthcare organizations. JACHO standards function as the foundation for healthcare organizations to gauge and enhance their performance.
Legality	an act, agreement, or contract that is consistent with the law or state of being lawful or unlawful in a given jurisdiction.
Material Terms	A term or provision in a contract that concerns significant issues, such as subject matter, price, quantity, type of work to be done, and terms of payment or performance.
MGMA	Medical Group Management Association provides resources and data establishing the benchmarks in healthcare for average compensation and WRVU productivity data for physicians by specialty and geographic region.
Mutual Agreement Among Both Parties	A mutual agreement is a binding contract between two or more parties and can cover any contingency.
Medical Director	A clinical staff member in good standing who provides medical direction and leadership for a specific function or unit of a hospital. Responsibilities include administrative and clinical duties.
Mutual Assent	an agreement between two parties that intend to form a contract. Also known as a "meeting of the minds," mutual assent signifies that the parties agree to the terms they are setting, as long as the necessary requirements are in place.
Mutual Understanding of the Obligation	The consent by both parties to a contract to pay, yield, or give up something in return for the benefits received.
Mutuality of Obligation	The legal principle that provides that unless both parties to a contract are bound to perform, neither party is bound.
Nose Coverage	Covers a mistake or oversight you made while insured under a previously terminated policy. Also known as prior acts coverage.
Offer	The offer is a promise to carry out the terms of the proposed transaction, in exchange for the consideration.
OIG List of Excluded Individuals Sanctioned or Excluded	(Office of Inspector General) Two types of exclusions-mandatory and permissive. The Social Security Act gives OIG the authority to exclude individuals and entities from federally funded health care programs.

Recitals	Recitals refer to the "whereas" clauses that precede the main text, or introductory paragraphs of a contract. They provide a general idea, or nature of the contract, what the contract is about, who the parties are, and why they are signing a contract.
Representation & Warranties	Representations and Warranties. A representation is an assertion as to a fact, true on the date the representation is made, that is given to induce another party to enter into a contract or take some other action. A warranty is a promise of indemnity if the assertion is false.
Nose Coverage	Covers a mistake or oversight you made while insured under a previously terminated policy. Also known as prior acts coverage.
Stark Law (I and II)	Stark Law is a healthcare fraud and abuse law that prohibits kickbacks or financial inducements for the referral of patients for healthcare products or services.
Tail Coverage	Extends coverage for incidents that happened during the time you had your policy, but a claim was not filed until after your policy expired or was canceled. Also referred to as extended reporting period.
Termination for Cause	Termination for cause refers to the expiration of a contract when one side failed to act up to the terms of the contract, and the other side is ending the relationship as a result. Termination for cause can result from work not being done or being done incorrectly.
Term	Period of time a contract is in effect.
Unilateral Contract	In a unilateral, or one-sided, contract, one party, known as the offeror, makes a promise in exchange for an act (or abstention from acting) by another party, known as the offeree.
Without Cause	Termination provision of a contract whereby either party may terminate the agreement for any reason or no reason without the requirement of finding fault or breach.
WRVU	Work Relative Value Units. A comparable service measure used by hospitals to permit comparison of the amounts of resources required to perform various services within a single department or between departments.