

CONFLICT IN THE PRACTICE:

Covert Clash Or Overt Opportunity?

War stories in a dental practice often begin over minor occurrences. Yet they are so intense that they become part of the practice folklore, recalled in vivid detail years later. Minor annoyances happen, and we try to convince ourselves they don't really matter. We cover up our feelings and hope the problem will go away. Then we blow up over small irritations. What do you say to your chairside assistant, for example, when she's 30 minutes late for the first morning appointment, causing you to work alone with one of your more difficult patients?

Most say nothing and glare. Others make sarcastic remarks like, "Well, glad you could finally make it." Still others avoid eye contact and behave abruptly for the rest of the day. Many hope the problem will just go away.

All of these very common and natural behaviors share one quality: They don't solve the problem. They tend to make the situation worse.

Subgrouping Is Like an Insidious Cancer

When communication is indirect, subgrouping flourishes. Subgrouping, often referred to as backstabbing, is like an insidious cancer, destroying the fabric of human relationships. It's what happens, for

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example, when a hygienist is upset with the receptionist's scheduling but complains to a chairside assistant instead. Sometimes, the receptionist never hears a word. Subgrouping is natural communication. And it can tear apart the very foundation of the practice.

Attack, Surrender, Guerrilla Warfare

One of the great challenges in human communication is maintaining a positive communication climate when confronted with emotion and anger. Nobody likes negative feedback. In fact, people typically respond to criticism in one of three dysfunctional modes: *attack, surrender, and guerrilla warfare*.

Attack is an all-out assault with winning as the goal, no matter what the cost. When a doctor was giving feedback to his hygienist about

being warmer to patients, she angrily attacked, "I've given my life to your practice for six years without a word of encouragement from you. But let me make one mistake, and you're all over my case."

Surrender is caving in to another person's position. In one office we worked with, the chairside assistants alternated clean-up chores in the dark room, sterilization, and lab sections. The problem was that one assistant ended up doing all the work. "This office just isn't big enough for a lot of bad feelings. It's easier to do it myself, not say anything, and avoid all that stress."

Guerrilla warfare looks like surrender on the surface, but it's more like sabotage. People can find many ways to get even. When one receptionist was reprimanded for underscheduling appointments, she quickly packed the waiting room so the doctor didn't have a spare minute all week. "Don't get me wrong. I want a high-volume practice all right, but with my patients rolling in like bottles in a brewery, I don't even have time to floss!"

Why do well-intentioned people get in trouble when they try to deal with communication breakdowns?

We Send Two Messages Whenever We Speak

Our intention when we speak is often different from the impact we have on our listeners. We don't intentionally wound or threaten each other, and yet too often it turns out that way. During one of our practice observation sessions, we overheard the doctor scolding an assistant, "These x-rays are terrible! Get me a set I can use!" The intention of the doctor was to improve the quality of x-rays. The impact was an assistant who now felt undervalued and incompetent. And people who *feel* incompetent often *behave* incompetently.

- purchaser to take over the practice and repay the loan
- A copy of the lease by which the office space is presently leased
 - A copy of the curriculum vitae or resume of the purchaser
 - Personal financial statement of the purchaser
 - A copy of the last year's Form 1040 for the purchaser
 - A copy of the license to practice dentistry issued by the state in which the practice is conducted

This information, once assembled, will form almost all of that necessary for the bank to consider the request. Bear in mind that the less homework that a bank must do, the more likely the loan request will be funded, all other things being equal.

Legal Documents

Another major project to complete during this interim period is issuance of draft copies of all closing

documents, to include the following:

- A Bill of Sale
- A Contract of Purchase and Sale
- Promissory Note (if applicable)
- Security Agreement (if applicable)
- Consulting Agreement (if applicable)

These should be provided to buyer and seller in identical form and allow each of them with their respective attorneys to review and suggest changes they believe appropriate.

Finally, a lease for the office space should be secured during this interim period, so that the purchaser has a new lease in his name. The bank loaning money to a purchaser almost always requires this.

Now for the Good Part

Closing is ordinarily a very anticlimatic event and rarely takes more than an hour. It consists principally of signing all of the documents that

have been previously prepared and money changing hands. Soon thereafter, the letters of announcement should go out to the active patients on record and/or referral sources and the seller will probably remain with the practice for a negotiated period of time to help the purchaser settle into the practice. Ordinarily, the seller is not paid for his efforts at helping the purchaser get situated comfortably in the practice; however, to the extent that he produces income for the purchaser, there is usually an associateship percentage arrangement stated in the earnest money contract and closing documents which cover these types of efforts.

This brief scenario leaves out a number of details and should not be relied upon as a thorough discussion of each of the steps; however, it does provide an overview of the framework and process through which any sale should logically proceed. Taken carefully, this should adequately protect both parties and ensure a smooth and successful transfer of the practice from one generation to the next.