

a statement guides the team so that they will work together toward a common goal.

In his or her motivator role, the dentist should discuss realistic, measurable goals for improving the practice at least once a quarter. This helps to guide the team toward the outcomes that will best help the practice succeed.

The monitor role includes a monthly check-in with each staff member where feedback is given regarding his or her efforts. This keeps the team on track and responds to any miscommunication that may have occurred. Addressing these issues early on avoids having them become bigger problems.

TEAM CONTRIBUTIONS

The dentist conveys respect and value to the team for their contributions. Team members should feel comfortable when discussing their thoughts about the dentist's strengths and personality related to the mission of the practice. This vision for the practice is expressed through the morning huddle, when the entire staff reviews the objectives of the day and details that need to be discussed. This leads team members to consider how their actions contribute to the purpose of the practice. This understanding of the vision and their part in it helps team members own part of it, which then leads to good decisions and appropriate actions. In addition, negativity tends to disappear.

INITIATIVE RECOGNITION

Staff should be rewarded when they take appropriate action without being told or in recognition of their loyalty to the practice's goals. Team members should work together to solve problems and take appropriate measures when faced with difficult situations. When staff members develop solutions, they are then accountable for them. The dentist is freed up to focus on his or her primary responsibility, which is patient care.

Rewarding staff conveys the dentist's sincere appreciation for their work. All employees who reach work anniversaries of 5 years or more should receive a gift. Other rewards can be given to meet the staff member's specific needs, such as paying for car

repairs, giving a bonus after a difficult case, giving a single mom money for a nice dress for her daughter's wedding, or helping staff members with an interest-free loan or extension of credit.

PERSONAL STRENGTHS

Behavior speaks as loudly as words, and team members' abilities should fit with their roles. When an individual performs tasks that utilize his or her specific strengths, it is much more likely he or she will be productive and less likely to make mistakes or complain. Having a job that fits one's abilities supports a cheerful disposition and consistently excellent customer service.

MISTAKES

Staff members will make mistakes. Rather than focus on being judgmental or verbally punishing a team member for his or her error, the dentist should assume the error occurred because of a misunderstanding or as a result of taking a chance and failing. The goal should be to find solutions. The staff member should be encouraged to ask questions and clarify so that he or she can grow and not be scarred by a single failure.

Clinical Significance

Effective communication is essential to the success of a dental team. The dentist must convey the vision and mission statement of the practice to the team so they can work toward achieving the appropriate goals. When dentists create a supportive atmosphere in their practices and ensure that their teams feel valued and respected, retention won't be a problem. Staff members will want to work for a dentist who listens, understands, and communicates effectively.

Agarwal AK: Communication skills of top-producing practices. *Dent Econ* 109:30, 32, Feb 2019

Reprints not available

CONTRACTS

Before you sign an employment contract



BACKGROUND

Prospective dental associates may or may not require the input of an attorney when they are offered a contract at a dental practice. With the input of an attorney, the dental

associate may be able to negotiate terms that aren't favorable or seem too restrictive. Some of the issues that should be addressed in these negotiations are contract basics and terms and conditions, which include restrictive covenants and

noncompetition clauses, termination clauses, and compensation.

CONTRACT BASICS

The employment contract is an agreement between the employer and prospective employee. The employer sets out the terms and obligations related to employment. These may differ from what was orally agreed to before or after the discussion, but should supersede any oral conversations unless there is an “entire agreement” clause, when all agreements between the 2 parties are in force. As long as both parties sign the contract, either party can enforce the written conditions. Some obligations can actually last longer than it took to become a dentist and entail significant financial stress.

Dentists cannot claim that they are unaware of the law or too pressed for time to properly evaluate a contract’s terms and conditions. Courts tend to view dentists as well-educated individuals who have the means and opportunity to seek counsel, persons who can negotiate on a level playing field with an employer, and individuals who are therefore not granted exceptions for being inexperienced or too pressed for time.

Involving attorneys in an employment negotiation is optional. Generally, negotiations should proceed in a friendly atmosphere. However, a recent graduate may want to have an attorney review the contract so that he or she can renegotiate problematic areas the attorney has identified. The attorney can also help to steer the employee away from being a nitpicker and focus instead on the areas that are of importance. New dentists tend to have less leverage to negotiate compared to a seasoned dentist. Associates may be limited in what they can contest in a contract, but they should recognize that they will be held to all the provisions in any employment contract they sign.

TERMS AND CONDITIONS

The most important components of a dental associate employment contract are the restrictive covenant and noncompetition clauses, termination clauses, and compensation clauses. Each may have obligations dictated by state law and those based on customary business practices, with the latter more often negotiable than the former.

Restrictive Covenants and Noncompetition Clauses

The restrictive covenant includes noncompetition, nonsolicitation, and nondisclosure of trade secrets agreements. Focusing

strictly on the noncompetition agreement, the employee’s subsequent employment is limited to an area outside of a specific geographic area for a specified length of time. Each state has its own laws regarding these noncompetition agreements. In New Jersey, for example, a court would determine the enforceability of a restrictive covenant by assessing the extent to which it protects a legitimate interest of the employer; whether it imposes an undue hardship on the employee; and whether its enforcement would be injurious to the public. Dental associates need to investigate how their state court addresses noncompetition agreements and note especially if the practice where they are applying has satellite offices that would be included in the noncompetition areas. It’s also important to consider how long the associate must be employed at the practice for the noncompetition agreement to be effective.

Termination

Five categories can affect an employee’s discharge. Any of them or a combination of any of them may apply. They include the following:

- At-will employees can usually be let go at any time for any reason. The employer is not required to give a reason for it. The employee can also leave at any time. An at-will employee is the most vulnerable; negotiation of one of the other 4 categories may be advisable.
- The at-will with notice category allows either the employee or the employer to give the other written notice at set intervals before termination. This allows the associate to be aware of the set intervals by which they must tell the employer whether or not they will be staying. Not communicating in accordance with the contract can result in the employee owing the employer damages. This is a better category than “at will” but still could result in being out of a job for no discernible reason.
- Employees can be terminated for cause, which is limited to egregious activity. Included would be fraud, dishonesty, malpractice, or any crime other than minor traffic violations. The employee would receive no notice, no severance, and no time to address the problem. The terms that define “for cause” differ from state to state and contract to contract, so it’s important to be aware of the specific terms set forth.
- Employees who are terminated without cause will receive notice to fix the problem before action is taken and severance pay may be included. “Without cause” could be invoked if the employment relationship simply isn’t working out.

- If the contract is set for a fixed amount of years, the employer cannot terminate the employee except for cause. Normally this category is used for dentists who have special skills that would be highly desired by other practices.

Compensation

Prospective dental associates should research what constitutes a reasonable salary because this factor is the most influential when deciding to take a position. Salary is also a significant source of disputes in the future. The best approach is to have a contract that sets out clear provisions accompanied by a detailed, clear discussion to ensure that all parties understand the provisions. Compensation is based on business custom, so there is room to discuss trade-offs, such as modifications of duties or paid continuing education days. Employees will want to be paid for everything they produce up to the final day of their employment as well as a provision for collecting their percentage after leaving the practice.

Clinical Significance

It's important for potential associates to recognize the limitations to their knowledge with respect to signing employment contracts. It's often wise for these new employees to consult an attorney who can identify any conditions or terms that are problematic. The attorney may also guide the prospective employee to ask appropriate questions. As a result, the prospective employee can look forward to a more comfortable, confident working relationship with his or her new employer.

Gilman S: Contractual obligations. *Dentaltown*, Jan 2019, pp 74-77

Reprints not available

EQ

Improving emotional intelligence



BACKGROUND

Today's focus in personal development is on being mindful, fully aware, and present in our own lives. It can be challenging to focus on this when we are bombarded by problems or simply stressed over the little things that seem to never get enough of our attention. Dental practitioners have stress, part of which is caused by a consuming need to provide the perfect service in the perfect practice. The dual role of dentist and practice owner is full of these types of challenges. It is suggested that strengthening our emotional intelligence skills, also termed *EQ*, will improve coping abilities and reduce stress. Situations can then be addressed more successfully.

SITUATIONS DENTIST/OWNERS FACE

Perfectionism

It's impossible to be perfect all the time, but dentists seem to expect every case, each root canal, and all procedures to always go smoothly. It's unrealistic to expect this level of practice—it simply won't happen. Berating oneself for being human and fallible is counterproductive. Instead, the dentist should pause at the end of a procedure, consider what could have been done differently, and then classify this as a lesson now learned. If he or she has clearly misjudged a situation, that same pause should be spent considering how to handle the situation in the future and thinking of ways to be more effective. Mistakes should be viewed as opportunities for learning.

Frustration with What You Can't Control

When things happen and there is nothing the dentist could have done to avoid them, it can be frustrating and can adversely affect the rest of his or her day. A better response is to simply accept that some things can't be controlled. It may be worthwhile to review the situation and see if any systems failed to work as expected, if there are weaknesses in the training of staff, or if other possible contributing factors were the problem. The important thing is to be OK with things that can't be controlled.

Staff Communication and Expectations

What should the dentist do if it seems like the staff doesn't listen when he or she is speaking or doesn't seem motivated to come up with solutions to problems that arise? If the dentist is honest, he or she must recognize that staff members aren't infallible and maybe they need more training on how to process the dentist's directions. Dental providers are leaders who are often direct and even harsh when giving directions. Staff members listen to the dentist but may be distracted by the dentist's tone or body language and actually miss the verbal message.

To address this situation, dentists need to stop doing what they're doing, really listen to the individual, acknowledge their frustration, and, if needed, offer a solution. When staff members feel that the dentist has actually heard them, they can make a connection to the dentist and his or her management style and recognize that they're all on the same team. Changes will only