

# THE CONTRACT AND NURSING PRACTICE

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The contract is a dynamic tool that can be utilized to determine the limits of a relationship between the participants. In this paper, the two participants are designated as follows: (1) the nurse — the one offering to help and (2) the patient or family — the one asking for help. If the contract is used appropriately and both participants clearly understand its terms, then it becomes an effective tool because it encourages joint participation.

The helping relationship has the distinct feature of being a dynamic interaction between two or more participants. It is not a product of circumstances or a mechanical registration of impressions by the participants. It is a shared process, once initiated, that has a cumulative effect with each additional interaction. In order for the nurse to interact with patients, a process must occur. Faith in the nursing process without constant examination is dangerous. We have seen how much of our present perplexity and confusion in nursing practice develops from rigidity of approaches. Tempered by experience and reflection, I am, above all, desirous of making better sense of our approach to nursing practice, of taking on new approaches which either modify, substantiate the old or introduce the new. To act and institute are of little use, unless we clearly understand why we should do so.

This article attempts to stimulate interest in examining the tool of the contract. The goal is its use by nurses in a variety of settings. To do so seems appropriate in the light of critical assessment of the differing needs of the consumer of nursing. Although people have differing ideas, there is growing evidence in our society that the consumer of health services is more selective as to how and by whom his personal health services are to be provided. The contract permits the patient to exercise his right to choice and self-determination. When the patient decides to use an agency for help and care, he is exercising this right. This is also the real beginning of the contract. It is a conscious agreement on the part of the patient to work in a proposed manner towards a goal. Menninger (1964) suggests the contract should spell out carefully and clearly the goals of patient and practitioner as well as clarify the circumstances of participation.

If this contract is to be an effective tool, how is it to be used? And what are the benefits to nurse and to patient? Additional questions that must be posed to assess the merits of the contract are:

- (1) What is actually being contracted?
- (2) Who is the patient?
- (3) What are the goals?
- (4) Does the patient clearly understand the goals?
- (5) What is the time length of the contract?
- (6) Can the goals be reached in the determined time length?
- (7) Has the contract been so established that this can be done?
- (8) What is the intent of the helping relationship?
- (9) Can the nurse cope with rejection or withdrawal on the part of the patient?

This writer believes the contract has potential merit as a continuing integral part of the helping relationship as practiced by nurses. Other professional workers have found it worthy of consideration in their practice (Maluccio and Marlow, 1974:28).

### *DEFINING THE CONTRACT*

The *Oxford Dictionary* defines contract as an agreement between parties or as a accepted promise to do or forbear. Therefore, a contract is a promise or a group of promises, recognized as a responsibility of both participants. It is really a partnership established to deal with a situation that needs consideration, such as the urgent concerns and responsibilities of both participants.

The nursing contract is an agreement that is verbal or written, simple or in detail, formal or informal. It is between the nursing team or its representative and the individual patient or family. Contracts may be informal agreement between a community nurse and a volunteer committee that sponsors special services for children. Contracts may be very specific. The following are specific examples of use of the contract:

- (1) to establish a trust relationship to help the patient work on his identified problems
- (2) to establish performance requirements by the patient in carrying out activities of daily living
- (3) to establish reasonable conduct of behavior
- (4) to establish goals for the patient's care
- (5) to participate in the established goals
- (6) to assess progress in the patient's care on a continuous basis.

Lack of understanding about the contract and its application to nursing practice are factors that need clarification for effective implementation. While the use of the contract has been gaining acceptance in psychiatric and community nursing (Mayers, 1972:232), it is in the beginning stage of use in other areas of nursing. It is this writer's belief that it can be used effectively in all areas of nursing.



A nurse-patient dialogue occurs when the two participants meet in any setting to discuss the concerns and care of the patient. By so doing, an opportunity is provided for the nurse to negotiate with the patient as to the responsibilities of both to achieve satisfactory care. As their mutual goals are determined and the purposes of their association are clarified, a significant component of the contract is established.

One of the first requirements of the contract is to ask the patient his perception of the purpose for the interview. Unless this is done, interviews can terminate without the participant's ever understanding what the interview is all about. There must also be agreement as to the purpose and the ending of these interviews. The use of jargon should be shunned as clarity of terms avoids confusion and permits a better opportunity to carry out the contract (Evans, 1971:114).

### *COMPONENTS OF THE CONTRACT*

Consideration must now be directed to the components of the contract. In this writer's opinion, eight aspects of the contract merit consideration. Some samples of contracts are first given whereby the where and when of the interviews as well as other limits are established (Parsons, 1972:19). The contract should be recorded on the patient's chart or record. It must be simplistic and clearly spelled out for both participants and recorded in this manner:

Arranged contract with patient. It was mutually agreed to meet on Monday, Wednesday and Friday at 11:30 a.m. for one-half hour for six weeks to discuss the patient's concerns. Stipulated that contract required the verbal participation of both participants.

Patient agreed to meet at 9 a.m. daily for fifteen minutes for one week to discuss his increasing responsibilities for his self care (activities of daily living). Two members of the nursing team will alternate this responsibility and arrange to meet with him at this time.

Mother agreed that nursing visits in the home should be made every two weeks for one hour for three months to discuss her difficulties with her hyperactive child. This will permit the mother opportunity to implement the discussed goals as well as a chance to increase her confidence.

### *FREQUENCY, LENGTH AND PLACE OF THE INTERVIEW*

Concern about the frequency, length and place of the interview is often expressed in the beginning stages of the helping relationship. Leaving the patient with unresolved conflicts results in many feel-

ings in both participants. The contract allows the nurse to arrange with the patient the details of the interviews so that future interviews can be directed to the resolution of these conflicts. The patient is reminded of the time limitation about ten minutes before the conclusion of the interview to permit preparation for ending the interview (Burgess and Lazare, 1973:14).

There is a wide range of need for the frequency of interviews from acute care to long-term care. In the acute situation, it is suggested interviews may be required several times daily. As the patient improves, the interviews can then be scheduled daily or less frequently. In the crisis situations in the community setting, it is suggested interviews may be required daily, every other day or twice weekly. As the crisis recedes, interviews can then be scheduled weekly or bi-monthly. For the long-term situation, weekly, bi-monthly or monthly interviews would be the appropriate frequency.

The length of the interview must be determined by the ability of the patient and nurse to be comfortable in this face-to-face interview. For example, in the long-term situation, an hour is usually appropriate. For the acute or crisis situation, varying lengths are appropriate. The range can be from fifteen minutes to one hour.

The place can be in the setting of a hospital, an office, clinic or a home. With the exception of psychiatric nursing (Davis and Woodcock, 1971:26), there is limited documented evidence of use in the hospital setting. Bowden has demonstrated the contractual approach in the care of severely burned patients (Bowden, 1972:67).

In the office or clinic setting, the nurse uses the appointment method but a stated time period is rarely included. The home visit, as used by the community nurse, lends itself to be determined on a contractual basis. The community nurse usually asks families to make return home visits but rarely arranges the return visit on an appointment basis for a stated time period.

### *PARTICIPATION*

The concept of the contract focuses on the joint participation of patient and nurse (Maluccio and Marlow, 1974:31). The contract encourages the patient to be an active participant rather than to assume the nurse will "do for him". The right of the individual, as previously stated, to determine and participate in his own health care needs clearly has significance in participation.

### *MUTUALITY OF AGREEMENT*

Agreement between the nurse and patient is required regarding the basis and direction of their interaction. This implies that goals

and tasks must be determined for the direction and dimension of the helping relationship (Maluccio and Marlow, 1974:30). The experience of mutuality is a critical element in learning to trust. Trust is an important component of the helping relationship.

#### *ACCOUNTABILITY*

The participants have a responsibility to each other to try to achieve the mutually determined goals. The contract does make them aware of their promises (Maluccio and Marlow, 1974:32). The accountability of the patient must be assessed and discussed. Failure to do so could be a factor in withdrawal from the interviews. The decreased responsiveness of the patient helps the nurse recognize this withdrawal and to negotiate or institute more effective nursing measures within the terms of the contract.

#### *FLEXIBILITY*

For the tool to be dynamic, flexibility in the use of the contract must be possible. To protect against rigidity, there should be opportunities to renegotiate so that the present contract can be altered if indicated (Maluccio and Marlow, 1974:34). Conversely, too much flexibility could sabotage the contract and provide opportunities for withdrawal. A reasonable flexibility must be established by the participants. Short-term contracts that can be renegotiated are probably the best way to handle this situation.

#### *COLLABORATION WITH THE TEAM*

The most important function of the team is to provide and maintain an atmosphere which encourages the initiation and development of contracts. The team shares equally in the terms of the agreement. For the beginning and any later negotiations the participants should consider the goals still to be achieved (Davis and Woodcock 1971 :26). Frequent assessment should be done and shared with other members of the term who are involved in the patient's care. Meaningful collaboration can be an advantage to the nurse in her contractual relationship.

#### *BENEFITS TO THE NURSE*

By helping the patient cope and participate in aspects of his care, the nurse will gain from the use of the contractual approach. Instituting a contract with the patient helps both participants to establish possible short-term goals. This will enable both participants to reduce their anxiety and to develop trust. An approach that is consistent will lessen concerns for the outcomes of nursing intervention (Bowden, 1972:71).



## *APPLICATION IN NURSING PRACTICE*

There is limited documented evidence of the application of this tool and its relevancy. Davis and Woodcock state that it is "one way of working with the patient according to his frame of reference" (Davis and Woodcock, 1971:27).

This writer has had six years of experience with nursing students using the contract in their clinical practice assignments. The fourth-year baccalaureate students arrange all of their interviews by contract with their psychiatric patients in either the hospital, clinic or community setting. At the first meeting, the contract is spelled out explicitly. The student and client determine frequency, length and place of meeting. The length of the interview is often the greatest concern for the student. Fifteen minutes, a half-hour or an hour seem to be a very long time to "talk" to someone, to "help" someone and not to use "the laying on of hands." The patient is also anxious at meeting a new person and a "student". Constant faculty support is needed to help students see their own professional assets, that is therapeutic use of self, communication skills and psychotherapeutic strategies. Because students come to us in their final year from the acute care setting, their focus has been on the "doing" skills and the communication skill is often neglected in the face of many urgent life-saving measures.

Now the student is forced, by the nature of the assignment, to be therapeutic and to use communication skills. How then, does the contract improve these skills?

It sets limits for student and patient. The student can refer back to the contract or restate the contract when acting out or disruptive behaviors occur on the part of the patients. To date, we have used only verbal contracts and have found this to be appropriate for student learning experience. The following are situations when the student can use the contract to further the helping relationship:

The patient who walks out during the interview learns the student remained until the agreed time was over and left a message for the time of next visit as stated in the contract.

The patient who repeatedly asks: "Why did you come to see me?" receives the answer, "It is part of the contract that we decided upon together."

The patient who absents himself from the interview is reminded by messages that the student came and will return as agreed in the contract.

The patient who engages himself in another activity such as ping-pong and gives every indication of continuing the game is re-

mindful of his agreement. He has agreed to participate in the interview. The student remains in the setting for the agreed time period.

The patient who leaves the setting just as the student arrives is reminded by the student of the contract. She states her intention to carry out her part of the contract.

The patient who speaks to faculty in the clinical setting about the student is reminded by the faculty of the contract.

Working on a consultant basis with five public health agencies for a three-year period, this writer has been focusing on the use of this tool for nurses who seem to be experiencing difficulties with the complex families. To date, this writer has insufficient empirical data to support its use in this area. However, some significant comments from nurses and their experiences with the contract have been received. As an example, one nurse commented, "I have had my first uninterrupted holiday in six years." Living and working in the same small town, she was delighted that one of her patients did not call her during three-week annual vacation. The nurse was amazed at this result from a patient who often telephoned weekly or even more frequently. Another nurse commented that she was constantly being interrupted at the school by a mother of three pre-school children. The nurse correctly made a nursing diagnosis of an anxious mother. She established a contract of weekly home visits for a six-week period. No further interruptions occurred in the school setting. This nurse was delighted with the changed behavior.

#### *USE OF THE TOOL*

From the depth of six years' nursing experience with the contract, this writer is convinced it is an effective tool for use in nursing practice. The contract offers another approach for nurses to use. It provides the nurse with an opportunity to rearrange and consider, to see clues, new chains of cause and effect and in the final sense, it promotes professional growth.

Although at first use, it may be rather threatening, the rewards are visible. It provides understanding of the responsibilities of both of the participants in the helping relationship. If there are difficulties in the contract as first established, then opportunity for renegotiation is possible. And, finally the contract permits the nurse to state the service which she can provide to the consumer for his care, recovery and maintenance.

This consideration of the contract is far from adequately reviewed with respect to every clinical situation and is based on this writer's

personal experience. The points raised in this consideration may seem trivial but do allow for clearer understanding of the use of this tool in nursing practice. It is this writer's personal belief that it adds another approach to the helping relationship and merits use by the nurse in her practice.

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