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# NECESSARY STEPS IN DESIGNING A SUCCESSFUL CONTRACT.

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#### INTRODUCTION.

Contracting is a therapeutic tool which has been used for some time by therapists working with individuals and families in the natural environment (Stuart, 1971). While a paper has appeared on the desirability of contracts, (Maluccio and Marlow, 1974), the current paper attempts to examine necessary components in developing and administrating an effective contract. It then discusses the use of these principles in bringing about change in institutions and larger social units within society.

The dominance of the medical model on the helping professions over the greater part of this century led to a virtual rejection of the environment as a treatment resource (Ullmann & Krasner, 1969). This is now changing as evidence grows that the environment in which the individual is embedded is principally responsible for change or maintenance of a person's behaviour (Tharp & Wetzel, 1969.) Yet is is only recently that concerted attempts have been made to utilize environmental factors in therapeutic treatment programmes.

### CLIENT GROUPS.

It can be argued that clients of social agencies fall into two principal groups:

Those who have been unsuccessful in learning the complex skills necessary to cope in our society. For example, a child or adult may not exhibit the correct table manners, because he has never been taught the complex and difficult social skills involved in handling a knife and fork, eating with his mouth closed etc. Similarly, a delinquent, neurotic or member of a minority group may display unacceptable behaviour, as judged by the general society, because he knows no other method of coping with a situation. Such a hypothesis is supported by work with delinquents who become aggressive under stress as a result of never being taught the highly practiced social skills society demands as necessary to cope with such a situation as tolerance and compliance.

Unfortunately, the possibility that this learning deficit could have occurred in client groups is not always considered by members of both professional and public groups. This is in spite of a growing body of research literature that clearly indicates that delinquents (Jodrell & Sanson-Fisher, 1974), and low socioeconomic groups are clearly at a disadvantage in terms of basic survival skills (Jones, 1962). It has also been found that minority groups are disadvantaged in such things as mathematics (Beilin & Gotkin, 1964) comprehension and motivation (Ausubel, 1964).

If it is accepted that some clients are unable to illustrate certain types of judged necessary skills, some form of teaching or therapy is clearly recommended. (Sanson-Fisher & Inch, 1974). Contracts within this group of people have value in helping organise the reinforcement contingencies but do not substitute for specific teaching procedures. If the client does not know how to tell the time, a contract seeking to reinforce time-telling behaviour will be unsuccessful. Teaching is initially required.

- (b) Secondly, the person may have been taught and yet not exhibit the necessary skills due to any one or combination of the following reasons:
  - He is not reinforced for exhibiting the necessary behavioral skills in his environment. Considerable evidence indicates that if behaviours are not reinforced, the frequency of their occurrence will be reduced (Ayllon & Azrin, 1968; Ulrich Stachnik & Mabry, 1966). This means that even when a delinquent is able to perform a required behaviour such as going to work, if this is not reinforced by the child's parents, peers and employers, it is unlikely that the behaviour will be maintained.
  - The person is reinforced for alternative non-desirable behaviour Research (Buehler, Patterson & Furniss, 1966; Haley, 1959; Bateson, 1956, Sanson-Fisher & Inch, 1974) clearly shows that often so-called therapeutic agents, peers and families may deliberately or accidently encourage non-desirable behaviour.

### 2) (continued).

For example, Buehler et al, 1966, found that staff in a 'corrective institution' for delinquents indiscriminately reinforced and punished negative acts and conversation, behaviour which they were supposedly attempting to reduce. Also, delinquent peers often actively encourage non-attendance at work behaviour, as do some family members. Disturbingly, there is some evidence that therapeutic personnel may also reinforce undesirable behaviour such as aggression (Sanson-Fisher & Inch, 1974).

In rare cases, the client may decide, without apparent outside influences, to choose a life style which is unacceptable to society, such as stealing. However, it can be argued that such a change without environmental support, such as money, peers, etc., is rare and unlikely to be maintained for long perioc

It is for these situations, in which the client has learned, but is not demonstrating appropriate skills, that contracts appear most useful. This follows if it is accepted that within the environment of every individual there exists reinforcers which tend to strengthen the behaviours that they follow, and punishments which, when following certain responses lead to a decrease of such behaviours. The aim of an effective contract then is to ensure that reinforcers follow as a consequence of socially desirable target behaviour, and if necessary, punishment follows mutually agreed negative behaviour.

A contract can thus be defined as an agreement between two or more dissenting persons in which positive and negative consequences are given conditional upon the performance of agreed upon desirable behaviours.

Unfortunately, the implementation of a successful contract is a complex and skilful task requiring careful examination of a number of steps; these are the selection of target behaviours, the reinforcement and punishment system, and the implementation of an effective monitoring system. Each of these procedures will now be briefly discussed.

#### TARGET BEHAVIOURS.

The first step in drawing up a contract is to get the client, parents, or other concerned parties to make a decision about goal behaviours. The target behaviour may be school attendance (Stuart, 1971), improved performance in the school classroom (Homme, Csanzi, Gonzales & Rechs, 1969), increase in positive conversation (Sanson-Fisher, Seymour, Montgomery & Stokes, 1974), being home on time (Seymour & Sanson-Fisher 1972), or shortening the length of stay in psychiatric hospitals (Turner, 1971). The only limitations on what can be defined as target behaviours are ethical considerations, the skills of the therapist and whether the goal behaviour is in the repertoire of the client. However, in selecting goal behaviours, a number of rules should be observed:

- (a) the target behaviours should be expressed in behavioural terms to allow a clear understanding by all parties of the goals. If this is not done, the resulting ambiguities may cause a failure of the contract.
- (b) The law of Relevance (Ayllon & Azrin, 1968), should be applied.

  Simply stated, this law argues that only those behaviours that will continue to be reinforced after intervention should be taught.

  Such advice is more likely to be ignored within institutions rather than when setting up a contract between a child and its family.

  However, similar problems could be involved if the parents and child select target behaviours judged unacceptable and therefore not encouraged by the society in which the family lives, e.g. Fagin's children in Oliver Twist. Obviously, some individual choice should be tolerated but if both the family and child felt that pickpocketing was a desirable goal behaviour, it might be rejected on the grounds that such behaviour would not be accepted by the community in which they exist.

- (c) An extension of the law of relevance of behaviour, is to firstly teach those behaviours which enhance the subjects' opportunities to learn more. For example, attendance at school may be a primary goal, since when this is achieved, the client will have greater opportunity to learn a variety of behaviours such as reading and writing.
- (d) The social worker should apply the concept of successive approximation when helping select target behaviour. He should not expect the client to achieve the final objectives immediately, but instead should ask for improvement over time. Given an habitual truancy problem child in which the ultimate object is daily school attendance, in the beginning, the contract may ask for attendance, one then two then three days per week finally moving on to a full week's attendance every week. This stepping-stone technique is employed in an effort to ensure the client is encouraged by his ability to improve and have success. For similar reasons, given a number of referral problems, the social worker should work with the easiest problems first, in an attempt to validate the effectiveness of the technique, and increase his credibility.
- (e) Whenever possible, the contract should be expressed in positive terminology. If this is done, it may prompt the acceptable behaviour and allow a greater understanding of what should be sought. Unfortunately, this rule is not applied in most parole agreements in which the target behaviour is expressed in negative terms. "X should not associate with Tom Brown or go to the Bright Spot." Yet if the acceptable behaviour is not clearly and specifically elaborated, it is unlikely that the client will be aware of the alternatives. The client may not know with whom to associate or where to go to enjoy himself.
- (f) Shaping alternative positive behaviour is a step usually carried out by an effective probation officer, yet for too long, welfare workers have been able to ignore the difficulties and the depressing research literature on the problems in ensuring generalisation.

Generally, it was assumed that if a change in a client's behaviour occurred within the worker's office, then this was a clear indication that effective therapeutic change had taken place. Unfortunately, research literature indicates that such simplistic beliefs are not well founded. There are indications that even if change occurs in a client's verbal behaviour, this may not generalise to actual behaviour. (Festinger, 1964; Eysenck, 1961). Such evidence would not be surprising to those who have worked in the area of social work for some time and have heard on countless occasions, a client verbally promising to change their behaviour yet with no resulting change in their actual performance. Evidence also indicates that, even if verbal behaviour is the target for change, its modification in one setting, such as an institution or office, does not ensure its generalisation to different environments (Wahler, 1969; Seymour, Sanson-Fisher & Baer, 1974). Such limitations of behaviour change must lead to serious doubts about the validity of working with clients in offices and attempting to change behaviour on a purely verbal basis.

In an effort to overcome this specificity of behaviour Wahler (1973) argues that ecological interviews should be used in the selection of target behaviours. He points out that since behaviour is an important function of its environment, the success of the therapists' intervention might well be dependent upon his skill in observing the client in his varied natural social environments.

Due to these factors, an effective contract should always examine the client's behaviour in a variety of environments and should never depend on generalisation occurring naturally.

### REINFORCEMENT SYSTEM.

Having established the target behaviours, the next necessary step is to locate and decide upon the reinforcers, or rewards, to be used to maintain the selected behaviour. The most common operational definition of what is a reinforcer is 'that which when following an event increases the possibility of the event being repeated'.

Birnbrauer, Burchard and Burchard (1970), elaborate six procedures which can be useful in selecting, establishing or maintaining effective reinforcers for individual clients.

- 1. The client can be asked what he likes or wants. This is the obvious step in attempts to select effective reinforcers. However, the procedure has problems since the client may choose reinforcers which are not available, or are prohibited for reasons of expense or ethics. As Birnbrauer et al point out, such situations can be avoided by asking the subject to select from a list of approved objects and events. Such a list is commonly referred to as a reinforcement 'menu' (Clements & McKee, 1968).
- Azrin (1968), as the Probability of Behaviour Rule. This states that the therapist should observe what the individual does when the opportunity exists. Those activities which are most frequent may then serve as reinforcers. Application of this rule within a family situation would be to ask the parents to list what the child does frequently, especially when they have a choice of activities. Such activities may then serve as reinforcers contingent on the child's successful fulfilment of the contract's targets.
- 3. Another method of establishing reinforcers is termed 'reinforcement sampling' by Ayllon & Azrin (1968). This technique involves the subject being given a <u>free</u> opportunity to engage in those things the therapist believes he might enjoy. It is a similar technique to that used by advertisers when they leave free samples on our doorsteps and hope that we, after using them, will like them so much that we will be prepared to pay money for them. For example, when dealing with a delinquent from low socio-economic background, the therapist might well take the child in to a youth group, walk-in movie, or other activities. This is firstly on a free basis, and then after they have been established as reinforcers, the therapist may demand contingent behaviour by the client before such reinforcers can be obtained.

- Another way of selecting potential reinforcers is to use objects and events which are valued positively by others. While this method is used frequently, it also tends to be the least effective. Often clients who emit maladaptive behaviours have peculiar, unique reinforcement histories. Therefore any judgement by the welfare worker about what is reinforcing for the particular client may be invalid. Birnbrauer et al (1970) caution workers to introduce reinforcers with an attitude of skepticism until their effectiveness can be demonstrated through a change in behaviour.
- The final method of establishing reinforcers is to use a token 5. or points system, since any specific object or event may not be an effective reinforcer for more than one subject. This system relies on establishing the tokens as conditioned reinforcers which can be given on a contingent basis by the therapist and then exchanged by the client for a wide variety of 'back-up reinforcers'. The success of token systems partly depends on the token being able to be exchanged for a wide variety of desired 'back-up reinforcers'. Such a range of reinforcers decreases the problem of satiation and helps establish and maintain existing reinforcers. While the use of the tokens within institutions is well known for a wide variety of client groups (Ayllon & Azrin, 1968; Cohen, Filipczak, Bis, Cohen, Goldiamond & Larkin, 1968; Kazdin & Bootzin, 1972), the application of similar techniques can also be valuably used in contracts. The principles remain the same. Target behaviour can earn points which can then be exchanged for back-up reinforcers.

# Application of Reinforcement:

Given that reinforcers have been established, the following principles of administration should be adhered to as much as possible if the contract is to be successful.

a) The reward should follow as soon as possible after the client has exhibited the desired behaviour. If this is not done, other perhaps undesired behaviours may be temporarily connected to the reward rather than the target behaviour.

It is obvious that, in some circumstances, the reward cannot follow quickly enough after the desired behaviour. In these cases, verbal mediation can be used where the social worker connects the reinforcer delivered at a later time with the previously exhibited behaviour via a verbal link.

- In the initial stages of the contract, the reward should be given out on a continuous and heavy reinforcement basis. Once the behaviour is established, the reward should move onto an intermittent schedule and more natural reinforcers such as social praise and approval should be used. This is a critical feature of a successful contract if target behaviour is to be maintained after the contract has been withdrawn.
- whenever possible, the reinforcers offered by the contract should not be easily obtainable by the client except via the contract. Obviously, with some reinforcers, this principle is difficult to apply, and it is for this reason that social reinforcers given by helpful and potentially therapeutic agents, such as parents, concerned friends etc., should be used whenever possible.

# The Use of Punishment in Contracts.

Reinforcement is preferable to the exclusive use of punishment as a motivating factor (Bandura, 1968) due to a variety of reasons, some of which will now be elaborated:

Punishment tends to lead to escape or avoidance behaviours by the clients (Azrin & Holtz, 1966). Punitive contracts such as those regularly given to drug offenders by Magistrates, make difficult demands on the probation agent trying to achieve therapeutic success. He must now deal with a client who seeks to escape and avoid the highly probable punishment contingencies he will suffer if he is unable to break what is now a well established habit.

The client may seek to avoid these contingencies in a variety of ways such as lying, cheating, verbal manipulation or avoiding contact with the welfare worker, all of which are detrimental and hinder successful treatment.

- While punishment may effectively suppress certain behaviours, it is unlikely that such deceleration will continue after the threat of punishment is removed. The delinquent may go to work because of the threat of being locked up, but experience and research indicate that the work behaviour will not be maintained after the threat of punishment has been removed (e.g. cessation of probation agreement) unless the adolescent finds acceptable rewards within the job situation.
- Unwanted side effects may also result from the use of punishment (Azrin & Holtz, 1966). Such undesirable effects may include withdrawal, hyponchondriacal behaviour, aggression and distrust.

In spite of the above potential dangers inherent in the use of punishment, it must be accepted that under certain conditions, the technique may still be employed. Its use might be justified in situations where reinforcement tactics have been used and have failed and/or the client's behaviour is a danger to himself or the community. Whenever punishment is used to reduce the frequency of a response, the therapist should be careful to ensure that the alternative positive responses are taught and maintained.

# THE NEED FOR ADEQUATE MONITORING IN CONTRACTS.

Perhaps one of the most impressive qualities of the social work profession has been its ability to innovate and implement programmes with groups not traditionally seen as clients by other professionals. Unfortunately, such innovation has all too often been undertaken without effective and efficient forms of accountability being included in the programme. Hence the obtained results can be questioned due to uncontrolled variables such as spontaneous recovery, lack of precise description of the intervention procedures leading to replication problems, lack of reliability and validity of measurement instruments etc.

The need for the "helping professions" to develop and utilise more effective means of accountability is clearly illustrated in a recent paper by Fischer (1973). In this paper he examined the effectiveness of casework with delinquent and other client groups. Fischer points out the difficulties of finding studies where basic experimental procedures are utilised, thus making the results valid. Briar (1973) also argues that social workers must become more accountable in order to justify the current huge expenditure of social welfare monies that they are demanding and which are currently under their control. To achieve the desired degree of evaluation, Briar argues that 20% of current resources be re-allocated to improving techniques and demonstrating effectiveness of newly established programmes. Wolf (Personal Communication, 1973) argues that any evaluation system should have five criteria:

- The accounting system should allow the social worker to ensure that
  positive changes occur in their client or client groups over a
  specific time period.
- 2. That the techniques used by the therapists such as contracts are the actual causes of such change in the individual rather than some uncontrolled variables, such as change in placement, spontaneous recovery etc..
- 3. That the treatment method be specified well enough to allow replication of the techniques by other therapists.
- 4. That any system of evaluation, while fulfilling the above requirements should also have a high degree of believability in order that alternative uncontrolled variables cannot be advanced to explain the results.
- 5. Given the above factors, it also needs to be established that the techniques used are as effective, economical and acceptable to all consumers as those utilised by other therapists.

A contract should have similar controls built into it so as to allow the therapists and clients to be clearly aware of the relative effectiveness of the intervention and any necessary modification to the contract.

The criteria for adequate monitoring procedures should be that it supplies reliable data with a minimum of cost and effort. Ways in which such monitoring can be achieved are elaborated in another article by the authors (Sanson-Fisher & Stotter, 1974).

### MACRO CONTRACTS.

There is a tendency to view contracting as a technique only used on a micro basis, that is, between a few individuals such as parent and child, etc. However as Governmental bodies are increasingly venturing into areas of social welfare, similar explicit or implicit contracts are constantly being entered into, with a variety of client groups. It can be argued that if such contracts are to be satisfactory, they too should keep to the principles elaborated in the previous section. That is, target behaviours that are relevant and specific etc. should be elaborated by the funding agents and reinforcement tactics which are contingent upon client or the organisation performance should be employed. A cheap but effective monitoring system should be implemented and the funding agent should be responsive to small approximation toward deviations from a selective target behaviour by the client group. If the previously expressed principles are not adhered to, it is not surprising that, as with micro contracts, there will be a failure to achieve the set target behaviour. Such warnings are increasingly important, as the strong and often strident call is being made for Governments to move into many areas of social concern.

An example of the effective use of macro contracting is provided by the probation subsidy programme adopted by the California Youth Authority (CYA). Studies by this Department previously had indicated that the use of probation could be extended by the use of increased diversification of youth from corrective systems, with good cost benefits to both the state and the youths. However, the counties who ran the probation services lacked experienced staff, and as a result children were unnecessarily placed in corrective institutions, which were not maximising therapeutic aims.

The CYA target behaviour was thus to increase the effectiveness of probation agents by decreasing their caseloads, and to decrease admittance rates to expensive and non-therapeutic institutions.

In order to achieve these target behaviours, the CYA entered into one of the most impressive macro contracts in the area of delinquency.

This entailed the CYA paying to the counties a subsidy which was contingent upon a reduced referral rate. It was a performance subsidy which was paid only after the target behaviour had been exhibited. This was in contrast to the CYA's previous policy of providing funds for increased staffing, new buildings and more equipment, on the assumption that these would lead to better treatment and a consequent reduction in referral rates.

Smith (1971) reports that the new programme has been extremely successful and that offense rates have been markedly reduced. As a result, some of the older established institutions have been closed while several new ones have remained unopened. With the influx of money, the Probation Department has been able to provide better staff training and thus develop new and improved skills for working with youths in the community. The subsidy has also resulted in an annual saving of \$32 million dollars, while their total savings since the commencement of the scheme up till 1971/72 has been \$186 million dollars.

Another novel use of macro contracting on a smaller scale is illustrated by the Huntsville Community Mental Health Group. At this centre, each staff member has an individual contract which is regularly updated according to the needs of the organisation. Staff members enter into the mutually agreed to contracts with their supervisors and are effectively monitored for their performance which, if successful, earns time off, library books, salary increments, new curtains for their rooms and so on. Interestingly, there is clear evidence that by making a target for one staff member the reduction of the number of days a patient stays in the psychiatric centre, the average length of stay can be dramatically reduced. Further, with other staff on similar types of contracts in the community, there had been no increase in olice, family, or doctor's referrals, indicating that traditional criteria f success, such as recidivism, can be influenced by treatment personnel.

Both the CYA and Huntsville programmes clearly indicate that successful use can be made of macro contracting. Unfortunately, there are many examples of aid programmes which, in not following the principles of contracting, do not reach the lofty promises of the politicians. Such failures have enormous human and economic costs and could perhaps have been prevented by the application of some of the basic principles discussed.

# Common Reasons for Failure of Contracts:

In the author's opinion, contracts cannot be regarded as mechanical instruments that, once drawn up and implemented, will automatically bring about changes in behaviour. Many professionals after using contracts which fail, blame the inadequacy of the technique rather than examining their skill of application. The following are some of the more common reasons that the authors have observed to cause failure in contracts:

- 1. The need for teaching client groups a wide range of apparently simple, yet in reality, very complex skills such as employment, social greetings, compliance, rational problem solving etc. appears to have been de-emphasised by the social work profession. Instead there is an emphasis on motivation factors and verbal performance. It is necessary to recognise that, even with strong motivation, perhaps caused by an effective contract, the client still needs the basic skills before it is realistic that he be asked to perform them.
- 2. Often the need for strong and powerful reinforcement is not fully comprehended by the social worker. Society commonly gives tremendous reinforcement on a successive approximation basis to young children learning to walk etc., yet there is often an unrealistically high expectation of minority group members, and people are unwilling to give any reinforcement for something they believe should occur naturally without prompts or encouragement. This is in spite of the fact that for the deprived, learning is extremely difficult since established negative patterns of behaviour must first be unlearnt.

- Often contracts ignore the potentially counter modifying effects of significant others in the clients' life. For example, an established contract with a delinquent and his parents may be unsuccessful unless significant peers are positively involved in the contract. There is some evidence to suggest that adolescents are heavily dependent upon peers' rather than adults' approval (Sanson-Fisher, Seymour, Montgomery & Stokes, 1974). If they are not involved as positive forces in the contract, peers may actively counter modify all the target behaviour by leading and encouraging the delinquent to alcohol, negative group activities etc.
- 4. If a contract is between a social worker and the client, the social workers' ability to establish a good working relationship is of crucial importance. If the social agent has not established such a relationship, the client may actively choose to withdraw from the contract and the social workers' value as a social reinforcer is severely eroded. Stuart & Lott (1971), argue that the social worker's skill as a mediator between the two conflicting parties appears to have a significant influence on the success or failure of a contract.

### CONCLUSION.

Social workers have long recognised the importance of environmental factors in the treatment process, yet they have been slow in developing new and specific skills in this area. Their knowledge of specific techniques which can be utilised in working with the environment still appears to be at a rudimentary stage. Although attention has been given to the contract (Maluccio and Marlow, 1974) its usefulness has only been discussed in global terms. This paper has attempted to introduce social workers to a specific and definite body of knowledge which will enable them to draw up and administer a successful contract.

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