THERAPEUTIC CONTRACTS IN GROUP TREATMENT[1]

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Group treatment needs to be distinguished from any number of activities which may be undertaken in groups, and which may be of therapeutic value. Watching a boxing match or football game, finger-painting, dancing, or expressing feeling can, when practiced in a group context, be of therapeutic value. The most basic difference between group treatment and these other group activities is that the former is contractual while no contract is usually associated with the latter.

It has become increasingly accepted that psychotherapy is a contractual relationship, and that without a contract the effectiveness of treatment is greatly diminished. But this recognition does not seem to find reflection in the actual techniques of group treatment generally practiced. It is the purpose of this paper to suggest that the contract in treatment should be regarded with as much respect as contracts are regarded within the courts of law, and that the legal aspects of contracts are fully applicable to the therapeutic contract.

Contracts must contain four basic requirements to be legally valid. Inasmuch as these requirements have been historically evolved from innumerable litigations, over hundreds of years, they may be accepted not only as legally necessary, but socially desirable as well.

Mutual Consent

Implies an offer of what the therapist will give, in return for some act or promise (consideration) by the patient which indicates the patient's acceptance. The offer must be manifestly communicated, definite, and certain in its terms (an attempt at amelioration or cure of disturbance). In order to make an intelligent offer, the therapist should know the nature of the patient's problem, and it is his duty to elicit this information. Thus the patient should state what he wants to be cured of in specific, observable, behavioral terms. Words such as relationship, meaning, repression, learning, happiness, emotional, mental, responsibility, achievement, etc., and in general words of more than two syllables, are largely unusable in contracts because of their vagueness.

Because the patient often has little knowledge of what the therapist's offer to treat consists of, and may grasp at any offer to relieve his plight,

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the therapeutic offer should contain a description of proposed services, and the conditions which will be considered to constitute a fulfillment of the contract. The end to be achieved should, once again, be stated in specific, observable terms, so that all the members of the group can assess whether the contract's terms are being fulfilled.

When the patient has no clear understanding of the offer, it may be advisable to arrange a short-term Stipulatory Contract of from four to six weeks' duration. This method may be warranted when the patient himself must become aware of the need for treatment so as to accept it properly. Offer and acceptance are essential to every contract and imply mutual consent.

Valid Consideration

Every contract must be based upon a valid consideration. A benefit conferred may be bargained for and agreed upon. The benefit conferred by the therapist should always be, in group treatment, an attempt to ameliorate or cure a disturbance. The benefit conferred by the patient is usually monetary, but in the absence of monetary consideration some other consideration must exist, and should be bargained for. In some cases, attendance is sufficient consideration, but more than attendance is usually required. Active participation, or some other visible effort within or outside the treatment is usually required in the absence of monetary consideration.

Competency

Contractual ability is limited in certain cases: (1) Minors. Legally, minors, as defined by their age, cannot enter into valid contracts. The likelihood of establishing a contract with such a person is very slim unless the parents enter into a contract as well. (2) Incompetents. Those whose mental faculties are so impaired that they are incapable of understanding the consequences of their affirmation cannot enter into a contract and are therefore not appropriate patients in a treatment group. (3) Intoxicated persons. Persons under the influence of mind-altering drugs, to the extent that their Adult ego functioning is impaired so as to prevent mutual consent, cannot enter into a valid contract.

Persons who, for reasons of competency, are excluded from entering into valid contracts are not necessarily unable to profit from any number of therapeutic measures available to practitioners. Group treatment, however, being contractual in nature, cannot validly involve them.

Lawful Object

The contract must not be in violation of law or against public policy or morals, nor should the consideration be of such a nature. This stipulation is seldom of relevance, but must be considered with care when the treatment of drug abusers or persons with criminal involvements is undertaken.

The above points constitute the requirements for a valid contract. In the opinion of the writers, group activities which do not satisfy contractual requirements cannot be properly termed group treatment. It has been observed that the usual outcomes of various group psychotherapies duplicate the usual research findings wherein one-third of the patients get better, and one-third get worse. This is not surprising, since from the outset no agreements or expectations are overtly stipulated, and therapists in such groups openly admit that they don't stipulate that they will effect or attempt to effect a cure. In contractual treatment groups, on the other hand, the conscious efforts of patients and therapists are focused on the speediest possible achievement of a clearly understood end-state, and all group activity constitutes work with that end in mind.

TA WITH JUVENILE DELINQUENTS

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Juvenile delinquents in detention at the Kalamazoo County Youth Center found it difficult, if not impossible, to distinguish between the small p, parent; a, adult; c, child; and the Capital letters referring to Ego States. Structural analysis made sense to them and they expressed a sincere curiosity concerning their own behavior patterns. Definition of terms and their limited vocabulary was a source of constant frustration for the group.

As the group discussed behavior of each Ego State, one of the boys asked if it would be "allowed" to rename the Ego States. The group agreed on the following terms as understandable for the group.

Parent Ego State is now *The Man*, i.e., the person in boss position: attendant, dad, mom, cop, teacher, purse strings, experienced human, someone who knows the score, order giver, grade giver.

Adult Ego State is now *Cool Head*, i.e., the fact finder: no temper, no love, no hate, just cool, makes choices and changes mind.

Child Ego State is now *The Kid*, i.e., the cut-up; fun loving, nosey, irresponsible; the runaway, shoplifter, car stealer, truant, liar, fighter, and happy-to-lucky, live for today and now.

The group is "circling" out their own behavior and are learning to identify transactions with *The Man, Cool Head,* and *The Kid* Ego States.

Progress in the group has accelerated since the development of new terms and there appears to be a growing interest among other youth detained who ask to be included in group treatment.

(Ed. Note. This is a beautiful and stimulating example of how to torque in with patients. Undoubtedly many of us will find these particular terms useful in dealing with similar people. It is also a beautiful example of how to write down important observations concisely and relevantly.)