



BEHAVIOR CONTRACTS

Medical Protective Clinical Risk Management Department

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INTRODUCTION

Healthcare providers can use behavior contracts to address problematic patient behaviors in an effort to preserve the provider–patient relationship. Behavior contracts also can be used to support the process of terminating the provider–patient relationship.

Using a behavior contract might be beneficial when working with patients who have:

- Drug seeking or addictive behaviors;
- Patterns of inappropriate behavior (e.g., verbal, physical, etc.);
- Manipulative behavior;
- Continued noncompliance issues (e.g., repeated no shows; agreeing to, but not complying with, a treatment plan; etc.); or
- Financial barriers.

What may seem like common sense behavior to a healthcare provider may not align with what the patient has learned over his or her lifetime. The provider’s role includes setting rules and expectations for an effective relationship. Behavior contracts are a tool that helps facilitate this process.

OBJECTIVES

The objectives of this guideline are to:

- Provide guidance on when and with whom to use behavior contracts;
- Describe essential components of behavior contracts and how to develop and present these contracts;
- Review other considerations related to behavior contracts, such as family involvement and safety; and
- Discuss specifics related to pain management and financial contracts.

QUESTIONS TO CONSIDER BEFORE USING A BEHAVIOR CONTRACT

Before attempting to implement a behavior contract with a patient, consider the following questions:

- Is the relationship worth preserving?
- Is the patient acutely ill?
- Is the behavior ongoing, or was it an isolated incident?
- Can the problematic behavior(s) be changed?

- Is the person who has the problematic behavior the patient or a family member/significant other?
- Do certain factors — such as intellectual immaturity, health illiteracy, or co-morbidity — inhibit the patient from understanding that the behavior is hindering an effective relationship?
- What measures have been taken so far to correct the behavior?
- Is the problematic behavior objectively documented in the patient’s medical record as it occurs? Does the documentation avoid disparaging remarks and subjective statements? Are quotes used when possible?
- Are you willing to follow through with the terms of the contract if it is violated (e.g., terminate the relationship)?
- Has a threat of harm or actual harm occurred to you or your staff? If yes, implementing a behavior contract may not be appropriate. You may want to consider terminating the provider–patient relationship.

DEVELOPING A BEHAVIOR CONTRACT

All behavior contracts should include basic elements, such as:

- The contractual parties (e.g., patient, provider/staff, guarantor, family members, etc.);
- The behaviors you expect from the patient, as well as behavior they can expect from you and your staff;
- The consequences of violating the contract terms; and
- The signatures of those entering into the contract.

In addition to including basic elements, providers should ensure that behavior contracts are customized to each patient’s individual needs. Further, behavior expectations should be scripted as positive behavioral goals, rather than just addressing negative behaviors to avoid. For example:

- I will treat staff with respect and dignity whether in the clinic or on the phone.
- I will use a normal tone of speech when speaking with staff.
- I will comply with my treatment plan and recommendations.

Make the behavioral goals broad enough to address several issues. You can add specifics by offering examples. For instance, “I will comply with the clinic’s policies and procedures. For example, I will contact the clinic 24 hours in advance if I am unable to keep my appointment.”

Focus on the most problematic behaviors, and limit the number of expectations to avoid overwhelming the patient. So, for example, if your patient continuously uses foul

language on the phone and in front of other patients, consider blending the two issues into one expectation — “I will use appropriate language when speaking in the clinic or on the phone.”

In some cases, you may want to consider working with the patient to develop the behavioral expectations. By doing so, you may increase the likelihood that the patient will comply.

For information specific to financial and pain management contracts, see pages 5–7.

PRESENTING THE CONTRACT TO THE PATIENT

Presenting a behavior contract is never easy. Make sure your staff is prepared for the process. Patients may react differently to the behavior contract. For some, it might be a wakeup call, and they will accept it with understanding. For others, their behaviors may worsen. Providers and staff should be knowledgeable about the procedures for handling hostile and aggressive patients and visitors.

Prior to presenting the contract, determine what you are going to say to the patient. Role playing can be an effective way to practice presenting behavior contracts and to test procedures for handling hostile behavior.

When discussing a behavior contract with a patient, it’s important to be firm, yet appropriately compassionate. Emphasize the concept that patient care is a team effort, and make it personal by highlighting the team members — yourself, the patient, your staff, etc.

Explain to the patient that all team members must work together *effectively* to preserve the provider–patient relationship. Also, let the patient know what effect his or her negative behaviors are having on your ability to properly manage the patient’s care.

Consider sending the contract with a cover letter (see Appendix A) to the patient before his or her next appointment. This gives the patient and his or her family time to absorb the concept.

See Appendices A and B for a sample cover letter and behavior contract.

Patient Rejection of the Contract

Upon presentation of the contract, some patients may choose to find another healthcare provider. In this situation, confirm your understanding that they are choosing to take their care elsewhere by sending them a certified letter with return receipt requested.

For additional information, request a copy of Medical Protective’s *Terminating a Provider–Patient Relationship* guideline.

Patient Noncompliance With the Contract

Some patients may initially agree to the contract, but then not follow through on the terms. It can be difficult to terminate noncompliant patients who apologize or promise to abide by the contract going forward. However, if you continue to allow the behavior after the patient agrees to the terms of the contract, the contract becomes meaningless.

When behaviors constitute a breach of contract, it is better to terminate the relationship than continue the repetitive cycle of noncompliance.

FAMILIES/SIGNIFICANT OTHERS

On occasion, the patient is not the problem. From time to time, a well-intentioned family member or significant other might cause discord within the healthcare team. If this happens:

- Discuss your concerns with the patient.
- Share your policy as it relates to disruptive behavior with the patient and the disruptive person.
- Inform the disruptive person that if the behavior continues, he or she will no longer be able to participate in the patient–provider team.

PAIN MANAGEMENT CONTRACTS

Patients requiring pain medication as part of their treatment present another layer of complexity when trying to address behavioral issues. Keeping pain issues separate from behavioral issues is important, and it may require you to have two contracts.

Pain contracts should be specific and directly related to the patient’s pain management plan/program. You may also want to incorporate specific statements about behaviors to avoid. Examples of behavioral expectations you might incorporate into the contract include the following:

- I agree to abide by the terms of this agreement. I understand that upon violation of the agreement, my provider will stop prescribing me controlled-substance medications.
- I agree to seek psychiatric treatment, psychotherapy, and/or psychological treatment if my provider deems it necessary.
- I will not use any illegal controlled substances (e.g., marijuana, cocaine, etc.), and I will not misuse or self-prescribe/medicate with legal controlled substances.
- I agree to take a drug test upon request.
- I will bring all my unused medication in for my office visit.

- I will not share my medication with anyone.
- I will store my medication in a secure location to prevent it from being lost, stolen, or unintentionally used by others.
- Replacement of stolen medications will be considered upon completion of a police report. OR Lost or stolen medications will not be replaced.
- I will not attempt to obtain any controlled medications — including opioid pain medications, controlled stimulants, or anti-anxiety medications — from any other provider.
- I understand that my provider may contact community resources (e.g., pharmacies, law enforcement agency, etc.) to ensure that I am complying with my medication treatment plan.

Other Pain Management Considerations

As part of your pain management processes, you also might want to:

- Consider when you or your staff members are able to address refills (e.g., only at the time of a visit or during regular office hours).
- Define appropriate use of alcohol as part of the patient contract, such as “Have no more than <x> number of beers/liquor per <timeframe>, and do not drive or operate machinery.” For some patients, you may need to prohibit the use of alcohol.
- Designate the specific pharmacy where the patient must fill or refill all prescriptions.
- Consider creating a patient rights and responsibilities policy specific to pain management. By doing so, you can reference that resource within the pain management contract and decrease the length of individual contracts.
- Review your state-specific reporting requirements.

FINANCIAL CONTRACTS

Some patients might comply with all of their care, but not their financial obligations. Despite best efforts to help these patients, they may not pay their bills or provide accurate information, causing delays in the billing process.

Examples of behavioral expectations you might incorporate into a financial contract include the following:

- The guarantor on the account will cooperate with staff to develop a payment arrangement based on organizational guidelines. The arrangement will be developed no later than <date>.

- The guarantor will supply staff with sufficient information to process payment through the payer (e.g., insurance company, Medicare, Medicaid, workers comp, etc.) no later than *<date>*.
- The guarantor will notify the staff within *<x>* days of a change in address or phone number.
- The guarantor understands nonpayment may result in turning the account over to a collection agency and/or termination of the relationship between the patient and provider/organization.

SAFETY

The safety of you and your staff is of the utmost importance. If for any reason you feel that a patient's behavior is unsafe, a behavior contract is not appropriate. You may need to consider contacting the proper authorities (e.g., police or security) and terminating the provider-patient relationship.

Other measures also can help you maintain a safe environment. For example:

- Prior to presenting a patient with a contract, inform your office peers and staff. This will heighten their awareness and readiness to assist if needed.
- Never back yourself into a corner. Have the patient/family enter the room first. Do not allow any obstructions between you and the door. This means you may need to prepare the room prior to the patient's arrival (e.g., rearrange chairs, tables, etc.) or consider using a different location, such as an exam room instead of an office.
- Educate and train your staff on handling hostile and aggressive patients. Conduct periodic drills on managing these types of situations.

CONCLUSION

Behavior contracts are a useful tool to (a) help providers preserve damaged relationships with patients, or (b) support terminating provider-patient relationships. When well thought out and presented, behavior contracts can help resolve or manage inappropriate or disruptive behaviors.

Remember, teamwork is a key to successful provider-patient relationships, and patients are essential members of their healthcare teams. If one team member is not doing his or her part, the whole team suffers.

RESOURCES

- University of Michigan Health System: Managing Patients with Chronic Non-Terminal Pain (includes a provider–patient agreement for controlled substance medication) — <http://www.med.umich.edu/1info/fhp/practiceguides/pain.html>
- American Academy of Pain Management: Opioid Agreements/Contracts — http://naddi.org/aws/NADDI/asset_manager/get_file/32898/opioidagreements.pdf
- Painedu.org: Clinician Tools — <https://www.painedu.org/tools.asp>
- WebMD: Your Pain Treatment Agreement — <http://www.webmd.com/pain-management/pain-management-pain-treatment-agreement>
- Pain Treatment Topics: Pain Treatment Guidelines — http://pain-topics.org/guidelines_reports/current_guidelines.php

APPENDIX A. SAMPLE COVER LETTER FOR BEHAVIOR CONTRACT

<Practice/Organization Name>

<Address 1>

<Address 2>

<City, State ZIP>

<Date>

<Patient Name>

<Address 1>

<Address 2>

<City, State ZIP>

Dear <Patient Name>:

We value you as a patient and want to continue to provide you with high-quality care and service. To do so, we need to set boundaries and expectations that will foster an effective provider–patient relationship.

Attached is a contract that outlines the behaviors we will expect from you. In return, we will make every effort to accommodate you and your needs. Please review the contract carefully. If you have any questions, please call <number>.

Respectfully,

<Name>

<Title>

APPENDIX B. SAMPLE PATIENT/FAMILY BEHAVIOR CONTRACT

This agreement is between _____ (*name and relationship to the patient*) and _____ (*provider name*).

In an effort to better care for _____ (*patient name and health record number*), the following expectations are required to maintain an effective provider–patient relationship.

Behavior Expectations

1. _____

2. _____

3. _____

4. _____

5. _____

Initial

1. _____ I have read and understand the above-listed behavioral expectations. I also understand that failure to meet these expectations may result in immediate termination of the relationship between me and this provider/organization.
2. _____ I have received a copy of the practice’s “Patient Rights and Responsibilities” policy.

Patient/Family/POA signature: _____ Date: _____

Provider signature/number: _____ Date: _____

Witness signature: _____ Date: _____