

The client-worker contract is potentially a dynamic tool that can contribute substantially to the effective outcome of social work intervention. It can be used to clarify objectives and encourage clients to participate in the entire process of intervention.

The case for the contract

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The contract is among the basic concepts utilized in social work that are inadequately formulated and incompletely incorporated into practice. There has been little effort to clarify its theoretical foundations, delineate its uses, and test its validity. It has been mentioned frequently in the literature as a pact, working agreement, or therapeutic alliance. Referring to clients' and workers' hidden or double agendas, writers have spoken of covert, implicit, and "corrupt" contracts. However, a review of the literature reveals no comprehensive discussion or formulation of a conceptual framework.

Lack of clarity about the contract, its limited development, and its restricted application to social work practice may be factors that contribute to the clash of worker-client perspectives, client discontinuance, and the frustrations that clients and practitioners encounter when they try to work together meaningfully and productively.

This article attempts to stimulate interest in examining, conceptualizing, and using the contract. To do so seems timely in light of the current critical reassessment of roles and methods of social work, changing attitudes toward consumers of services, and new ideas about the helping process.

A pertinent aspect of changing theory and practice is the growing conviction that the client or consumer has an important role in formulating policy and planning program. One model of service delivery proposes that the consumer have a choice in what services are provided, some control over how and by whom services are delivered, and a real opportunity to participate.¹ It is logical to extend the concept of "maximum feasible participation" in policy-making and planning to direct and personal interaction between social workers and clients, whether the latter are individuals, families, groups, or communities. Clearly conceived and properly used, the contract can serve as an important tool in helping consumers achieve such participation. It might also become an integral feature of the emerging "life model" of practice, which stresses optimum utilization of the client's own life processes and resources.

THE CONTRACT IN THEORY

The origins of the term "contract" as applied to social work are not clear. Writings on group work in the 1940s and 1950s include implicit references to the contract, as seen in Coyle's discussion of the "grouping process" in group formation and Trecker's formulation of the group worker's role as "agent of the agency."² In 1951, Hamilton alluded to the contract, without naming it, in discussing the application process. She saw as fundamental the worker's responsibility to make explicit the conditions and the terms of help available from the agency.³ In 1957, Perlman made one of the earliest references to the contract as a pact.⁴

Major social work scholars gave the contract some attention at a 1969 symposium on comparative theoretical approaches to casework. In formulating the problem-solving model, Perlman indicated that the person establishes a contract when he decides to use the agency and the worker for help in coping with his problem, thus moving from the role of applicant to that of client.⁵ Rapoport identified the contract as a significant step in crisis intervention, noting that by the end of the initial interview goals should be agreed upon and mutual expectations spelled out between client and worker.⁶ Scherz defined the contract in family therapy as a "conscious agreement between family and worker to work in certain ways toward certain goals."⁷ In the behavior modification approach to casework, Thomas saw validity in an explicit contract and spoke of written as well as verbal agreements.⁸ In Smalley's discussion of the functional orientation, the concept of the contract is implicit in her use of time phases related to beginnings and endings of treatment; according to her, a time-limited contract may be fulfilled, renewed, or renegotiated.⁹ In the psychosocial approach, Hollis acknowledged that the term was widely used and that practitioners increasingly preferred to state explicitly the end results of the initial phase of casework before engaging in treatment.¹⁰

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Although these scholars represent differing philosophical and theoretical orientations to casework, the concept of the contract appears compatible to practice within the separate frameworks. In particular, they convey a sense that the client is emerging from his traditional role as a passive recipient of service to an active, self-determining person who cooperates with the worker more and more consciously and deliberately in the helping process.

The literature on community organization has given limited consideration to using the contract for reaching a working agreement between the worker and the client. On the contrary, goals and roles have usually been analyzed from the perspective of the worker.¹¹

In group work, Schwartz has stressed that the establishment of a "working agreement" is a fundamental task of the worker. According to his formulation, the rules and boundaries within which worker and group members operate determine their working contract and influence their functions.¹² The contract essentially corroborates the convergence of the worker's and the client's tasks and "provides the framework for the work that follows, and for understanding when the work is in process, when it is being evaded, and when it is finished."¹³ Other writers on group work concur with Klein that the contract is "an agreement about expectations of the reciprocal roles of the worker, the members, and the sanctioning agency."¹⁴

Thus the contract has received some attention in social work, but its elaboration has remained at a limited and simplistic level. In general, theorists have tended to equate it with the working agreement that concludes the initial, exploratory phase of social work intervention. Similarly, writing from a psychoanalytic perspective, Menninger has argued that the contract can be used to clarify the mutual expectations of patient and therapist, reach agreement about appropriate expectations, and spell out the conditions of their cooperation.¹⁵

The underlying thesis of this article is

that the contract has potential value as an ongoing, integral part of the total process of intervention. Further elaborated in theory and deliberately applied to practice, the contract can crystallize and exploit to the maximum degree the process and substance of the work in which practitioner and client engage. The use of a contract can help facilitate worker-client interaction, establish mutual concerns, clarify the purposes and conditions of giving and receiving service, delineate roles and tasks, order priorities, allocate time constructively for attaining goals, and assess progress on an ongoing basis.

THE CONTRACT DEFINED

Although it is a much-talked-about term among practitioners, the contract has not been clearly defined in social work. The legal profession has attempted to define it since the contract constitutes the basic framework for a substantial portion of legal practice. Although the diversity of elements and perspectives inherent in the concept has prevented the devising of an entirely satisfactory or universally accepted legal definition, one that is widely quoted is the following: "A contract is a promise, or set of promises, for breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty."¹⁶ Except for the idea that the contract is a legally enforceable agreement, the elements in this definition are pertinent to social work, especially the notions of mutual promise and duty between the contracting parties.

Webster's *Third New International Dictionary* defines contract as a "covenant," a "compact," or "an agreement between two or more persons to do or forbear something." These words suggest mutuality, participation, and action.

For the purposes of social work, the contract may be defined as *the explicit agreement between the worker and the client concerning the target problems, the goals, and the strategies of social work intervention, and the roles and tasks of the partici-*

pants. Its major features are mutual agreement, differential participation in the intervention process, reciprocal accountability, and explicitness. In practice these features are closely interrelated.

MUTUAL AGREEMENT

Mutual agreement between worker and client concerning the nature and course of interaction is an essential component of practice. Many writers agree that mutuality must be established at the outset and maintained throughout contact.¹⁷ Agreed-upon goals, roles, and tasks are fundamental in determining the direction, quality, and content of intervention.

Research studies and clinical reports substantiate the fact that difficulties and frustrations result from a lack of agreement between client and worker or from a clash in their perspectives.¹⁸ Worker and client may be operating under different assumptions—especially if varying expectations were not adequately discussed—and thus may not always have the same perception of what constitutes help or treatment.

Practitioners often find it difficult to establish mutuality in the crucial areas of goals and methods. Some resort to a double agenda, in which the worker formulates for himself a set of goals that is different from the one he shares with the client. Greenhill reports that he used to set up therapeutic contracts with families that included agreement to work together in relation to a child's problems. Covertly, however, he would intend to work with the entire family's problems, a plan he divulged to family members only after they became involved in treatment.¹⁹ Greenhill was referring to experiences of his early years in family therapy, but seasoned practitioners sometimes superimpose their own goals on those of clients. Beall warns of the dangers of a "corrupt contract," when the client's stated goals conceal implicit and opposing ones. Operating with such a contract in a clinical setting can reinforce neurotic aims rather than promote therapeutic change.²⁰

Deliberately considering the contract in each situation can help reduce clashes in perspectives, clarify vague or confusing expectations, and enhance the possibility of meaningful cooperation in working toward realistic, mutually agreed-upon goals. Client and worker must share their understanding of assistance sought and to be given. Without this, the concept of mutuality is hollow. Furthermore, exploring and spelling out mutual expectations can help client and worker stay attuned to the reality of the current situation and can reduce the tendency toward regressive transference and countertransference.²¹

As Schubert notes, the contract is useful at an early stage for formulating certain basic understandings in order to determine whether the client has come to the appropriate agency, whether the service needed can be offered, who is going to give it, what if any are the conditions for providing the service, whether any eligibility requirements are to be met, what fees if any will be charged, and what other persons may be involved.²² Client-worker agreement about these important aspects can be a powerful force in mobilizing energies for a common cause.

In group work, Garvin describes research showing that agreement between the worker and the group member on their expectations of each other is positively correlated with the worker's performance and with progress in group problem-solving.²³ Similarly, Brown's intensive investigation of early group sessions reveals that developing mutual expectations as early as possible is significantly related to later group functioning and member satisfaction.²⁴ The findings of studies of small groups support these results. They indicate that members' agreement about a group's goals and means of achieving goals leads to improved motivation and functioning.²⁵

In community organization, the contract might be applied, for example, when worker and clients are preparing to negotiate and bargain with their change target. It is essential that group and worker agree on proposed demands, lines of attack and

defense, potential concessions, allocation of roles, and choice of strategies.²⁶ Discussing and adopting an explicit contract that establishes consensus on these points could clarify planning and give the participants a sense of solidarity.

DIFFERENTIAL PARTICIPATION

Practice theory has focused primarily on the worker's functions and responsibilities, devoting limited attention to the client's role and tasks. The respective contributions of client and worker to social work intervention have not been clear, especially with regard to the client's perception of the worker's role.

The concept of the contract not only emphasizes the importance of *joint* participation in the common enterprise of intervention, but also highlights the *differential* participation of client and worker. As Grosser points out:

A view of worker and client as having different but equal roles is not simply a theoretical concept; it is a practical prerequisite to operationalizing such innovations as worker partisanship and client participation.²⁷

The worker has a major responsibility to delineate with the clients the unique aspects of their participation at each phase of the process. The contract is a tool for such delineation, and for both client and worker it is an ongoing reminder of their collaborative relationship and different responsibilities.

Efforts have been made recently to differentiate between tasks and roles of clients and workers. Reid formulates the worker's primary roles as follows: to define with the client the most effective course of action in resolving the problem and to direct his intervention toward helping the client achieve his necessary tasks.²⁸

Vattano speaks of the "power-to-the-people movement" as a challenge to traditional practice through its emphasis on self-help groups. Members of the groups provide direct services to each other, while

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social workers function as peers, catalysts, researchers, or theory builders.²⁹

Zweig depicts the role of the legislative ombudsman, in which the worker is a bridge between the client and his elected representative. The worker may motivate the applicant who initially is seeking help with his own needs to deal with policies affecting him. The client then becomes an activist rather than a target for intervention. As an administrative ombudsman, the worker expedites the bureaucratic processes involved in service delivery and guides the client or consumer through them.³⁰

Studt proposes a basic framework for social work practice that incorporates the following features: (1) The client is the "primary worker in task accomplishment" and carries the major responsibility. (2) The social worker has a secondary responsibility "to provide the conditions necessary for the client's work on his task." (3) No one but the client can perform the tasks that his own life-stage and specific situation require.³¹

Implementation of the contract is founded on the belief that the client ultimately must exercise his right to self-determination. When the client assumes the responsibility for choosing among alternatives and using his own skills and resources to deal with his agreed-upon tasks, this enhances his motivation, investment, and self-esteem. The client's meaningful participation in making decisions and formulating the contract is based on the recognition that people are spontaneously active, seeking, and striving beings. The insights of ego psychology highlight the fact that the active, seeking person who carries out his commitments and who takes responsibility for his actions experiences a sense of achievement and competence in performing his role. In the process of developing the contract, the worker can discover ways to enhance the client's sense of identity and independence by offering opportunities for choice, self-determination, and self-mastery.

The possibilities inherent in this approach are increasingly evident as social

workers move away from the traditional view of service planned for and provided to the client by a worker who is more knowledgeable, objective, or expert. For example, involuntary clients in a correctional setting were able to engage in meaningful decision-making once the opportunity was offered and stimulated.³² In a child care agency an innovative focus on decision-making was constructive, time saving, and advantageous to adoptive applicants and children awaiting placement. Applicants were given the responsibility for deciding, on the basis of photographs shown them early in the adoption process, which child they wished to adopt—a decision traditionally made by the worker at the end of the evaluation process.³³

RECIPROCAL ACCOUNTABILITY

The client and the worker are accountable to each other in various ways, each having an ongoing responsibility to fulfill agreed-upon tasks and work toward agreed-upon goals. The contract can help make both parties as aware as possible of their reciprocal obligations.

The client's responsibility must be emphasized. Insufficient attention to it may partially account for the limited involvement of some clients in the helping process or their withdrawal from it. In child welfare settings, this lack may help explain parents' psychological abandonment of placed children. A contractual alliance with parents of emotionally disturbed children in residential treatment would clarify their accountability, bring into sharp focus their role in treatment, and make the concept of a family-centered program more dynamic.

Beck points out that "professionals tend to be accountable to other professionals rather than to the consumers of their services."³⁴ In social work, accountability has typically been related to the worker's role as agency representative and to the agency's mandate from the community. It has been stressed that being within an agency complicates the worker's efforts to be account-

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able to the client. But this view is changing. Patti and Resnick argue that, although organizational expectations realistically constrain workers, "the professional can work within an agency and retain his primary commitment to client welfare."³⁵

The increased responsiveness to clients that is inherent in the use of a contract helps shift the worker's sanction away from the community toward the client. This is especially evident in situations of advocacy, in which a worker's engagement by the client system is established through a contractual alliance featuring mutual accountability.

EXPLICITNESS

Explicitness is the quality of being specific, clear, and open. Although its importance is obvious, the degree to which it is implemented in practice is debatable. Frequent double agendas, implicit or covert contracts, and discrepant client-worker expectations have been mentioned. Often in casework practice the client sees one problem or target of intervention, while the worker sees another—usually related to a subtle or underlying difficulty. The client is interested in obtaining tangible help with an immediate need but "the caseworker doggedly pursues a different agenda, namely one of trying to get the client to see the 'real' problem underneath it all."³⁶

The contract offers an opportunity to spell out as openly as possible the conditions, expectations, and responsibilities inherent in the planned interaction. Therefore a fundamental task of the worker is to clarify contractual expectations and obligations. Research on brief treatment has corroborated the value of formulating explicit and specific goals.³⁷ To the traditional exhortation to "start where the client is" might be added: "and let him know where you are, and where you are going." An explicit contract can help give the client more ethical protection than is possible through unspoken or covert contracts.

The client must be explicit as well as the worker. Emphasis on explicitness in

contract formulation would actively engage the client's cognitive functions and resources—and such engagement has proved valuable in crisis intervention. In addition, the worker would be more likely to be continually "tuned in" to the needs that the client feels. In his formulation of task-centered casework, Reid suggests requiring "that the client himself explicitly acknowledge the problem and express a willingness to work on it."³⁸ The rationale is derived from evidence that in social work practice the client's perception of his situation is more important than the worker's view of the problem.

APPLICATION TO PRACTICE

Little experimentation with the contract has been reported in social work practice. At present, its formal use appears to be atypical or innovative rather than regularly incorporated in practice.

Child welfare workers have used a written contract to delineate mutual responsibilities between agency and foster or adoptive parents. However, no published account of their experiences is available.

In a mental health setting oriented toward transactional analysis, the concept has been used with patients briefly hospitalized following a crisis. The initial interview was focused on establishing "a clear verbal contract" that outlined specific problem areas, appropriate goals, and methods of treatment. The contract alleviated

... many of the fears of the patient concerning "strange" things that might happen to him on a mental health unit. The patient knows exactly the nature of the therapeutic contract and realizes that he will have an important role to play in determining the course of his treatment.³⁹

A family agency serving an upper-middle-class community reports successful experiences with the written contract as an integral tool in treatment. Goals and tasks of participants, schedules for contacts, fees and methods of payment, options for renegotiation, and other pertinent factors are spelled out. The agency has noted a

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clearer understanding of treatment goals by client and worker, wiser use of time, and greater awareness of time limits. There was also a growing realization that the contract could be used in setting boundaries for the treatment relationship.⁴⁰

The written contract has considerable merit with clients requesting help with interpersonal problems. Whether it can be validly adapted to others needs further testing.

FLEXIBILITY

To be a truly dynamic tool, the contract should be used flexibly. If either the worker or the client rigidly adhere to its conditions—which they may tend to do with a written contract—this limits its usefulness, especially when the client's or the worker's perception of the situation changes. The binding restrictions and penalties of legal contracts would be inapplicable to social work and would constrain the creativity and spontaneity of both client and worker.

To guard against rigidity, there should be provisions for reformulation or renegotiation by mutual consent as circumstances change, problems are resolved, or the focus of intervention alters. Changes in the contract should be based on open discussion by all parties and should not be subverted by client, worker, or agency. Emphasis should remain on the client's perceived need rather than on the worker's interpretation. When a short-term contract expires, a client wishing further help over a protracted period could ask to negotiate a new one.

Questions may be raised in connection with flexibility. How meaningful is a contract if its breach does not incur some form of punishment, loss, or suffering? Will contract modifications be discussed so frequently that the real issue of working on the problem is delayed or avoided? Will the contract become the goal of client-worker interaction rather than the means of attaining the client's goals? These are potential problems to explore.

As social workers formulate contracts more actively and deliberately, they should also consider the legal ramifications. In our society a contractual agreement may be legally binding even when it is not written. Will partial or total failure to fulfill its terms therefore render the practitioner or agency subject to law suits or malpractice claims?

It is evident that much more must be done in exploring the use of the contract, putting it into operation, and developing principles of action applicable to different client populations in diverse settings. Implementation must take into account the client's characteristics, capacities, and motivation. For example, using the contract with children or with involuntary clients may require special modifications of techniques and procedures.

In effect, the contract can be more or less complex, depending on how ready and able the client is to engage in formulating and utilizing it. In many situations, the client's social, physical, or psychological characteristics limit his ability to formulate an explicit contractual agreement. It is important to experiment with use of the contract to test its validity, identify its limitations, and derive specific operational guidelines.

POTENTIAL OF THE CONTRACT

The contract can contribute significantly to the positive outcome of social work services. In particular, it can bring focus and meaning to inherent values and principles implicit in social work practice and make the contracting parties more aware of them. If the worker has conviction about the contract and implements it fully, he can help the client participate more actively in dealing with his own situation. In so doing, he can affirm the client's pre-eminent role in social work intervention.

The contract has the potential to serve as an active instrument for engaging worker and client in meaningful and productive interaction for the following reasons:

- It is derived from their shared expe-

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rience in exploring a situation and reaching agreement on goals and tasks.

- It gives both practitioner and client a sense of immediate involvement and meaningful participation and signifies their mutual commitment and readiness to assume responsibility.

- It provides a base line for periodically reviewing accomplishments, assessing progress, and examining the conditions of agreement.

At its present stage, the contract does not offer specific propositions and principles of action for use with different types of consumers of social services. But there is sufficient evidence from clinical practice and from research on crisis intervention, brief treatment, and client discontinuance to suggest that the use of some form of contract in social work merits systematic experiment and research in various settings, with varying periods of service, and with clients having different characteristics and problems.

This article aims to contribute to developing cumulative theory for practice in this important area. Analysis of practice experiences and research findings could refine the concept further, formulate its specific components and operational guidelines, validate its incorporation into the helping process, and explore its efficacy in enhancing the client's perception and use of social services.

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