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— GUIDELINE —

# Patient Agreements in Clinical Practice



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## Introduction

Healthcare providers can use written agreements (also called contracts) as a technique to improve patient adherence, address problematic patient behaviors, and more. This technique can bolster efforts to preserve the provider-patient relationship, or it can support the process of terminating the provider-patient relationship when necessary.

Using a written agreement might be beneficial when working with patients who have:

- Drug-seeking or addictive behavior
- Patterns of inappropriate behavior (e.g., verbal abuse or manipulative actions)
- Continued nonadherence issues (e.g., failure to keep appointments; agreeing to, but not complying with, treatment plans; etc.)
- Financial barriers
- Divorced parents (applies to minors whose parents share joint custody but disagree on treatment, thus placing the provider and staff in the middle without a clear resolution)

What might seem like common sense behavior to a healthcare provider may not align with what the patient has learned over his/her lifetime. The provider's role includes setting rules and expectations for an effective relationship with the patient, and these written agreements may help facilitate this process.

Some healthcare providers may choose to require all patients to sign a general provider-patient agreement that specifies the patient's responsibilities and

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acceptable behavior as well as those of the provider and office staff. If a situation arises, then the provider can remind the patient of the signed agreement and ask him/her to either comply as previously agreed or find another provider.

## Objectives

The objectives of this guideline are to:

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

## Questions to Consider Before Using a Written Agreement

Before attempting to implement a written agreement 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 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, limited health literacy, or comorbidities – 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 health record as it occurs? Does the documentation avoid disparaging remarks and subjective statements? Are quotes used when possible?

- Is the healthcare provider willing to follow through with the terms of a written agreement if it is violated (e.g., terminate the relationship)?
- Has a threat of harm or actual harm occurred to the healthcare provider or staff? If yes, implementing a written agreement is not appropriate. For more information about safety, see page 8.

## Developing Written Agreements

All written agreements should include basic elements, such as:

- The parties involved (e.g., patient, healthcare provider/staff, guarantor, family members, etc.)
- The behavioral expectations of the patient
- The behavioral expectations of the provider and staff members
- The consequences of violating the terms of the agreement
- The signatures of those entering into the agreement

In addition to including basic elements, healthcare providers should ensure that written agreements are customized to each patient's individual needs. Further, behavioral expectations should be scripted as positive 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 adhere to my treatment plan and recommendations.

Make the behavioral goals broad enough to address several issues, and add specifics by offering examples. For instance, "I will comply with the clinic's policies and procedures." Also, "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 the 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 with the clinic’s staff.”

In some cases, providers may want to consider working with the patient to develop any behavioral expectations. Doing so may increase the likelihood that the patient will comply.

For information specific to pain management agreements and financial agreements, see pages 7-8.

## Presenting a Written Agreement

Presenting a written agreement to a patient is never easy. Make sure staff members are prepared. Patients might have varied reactions to written agreements. For some, it might be a wakeup call, and they will accept it with understanding. For others, their behaviors may worsen. Healthcare providers and staff members should be knowledgeable about the facility’s procedures for handling hostile and aggressive patients and visitors. (See page 8 for additional information on safety.)

Before presenting a written agreement, the provider should determine what to say to the patient. Role playing can be an effective way to practice presenting written agreements and to test procedures for handling hostile behavior.

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When discussing a written agreement with a patient, being firm yet appropriately compassionate is important. Emphasize the concept that patient care is a team effort, and make it personal by highlighting the team members – the healthcare provider, the patient, staff members, 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/her negative behaviors are having on the provider’s ability to properly manage the patient’s care.



For some patients, consider sending the written agreement with a cover letter before the next appointment. Giving this notice provides the patient and his/her family time to absorb the concept. (Note: This approach is not suitable for all patients; thus, evaluating the appropriateness for each patient/family situation is essential).

See Appendixes A and B for a sample cover letter and written agreement.

### Patient Rejection of the Written Agreement

When presented with a written agreement, a patient may choose to find another healthcare provider. If this situation occurs, confirm that the patient is seeking his/her care elsewhere by sending the patient a certified letter with return receipt requested. For additional information, see MedPro Group's *Terminating a Provider-Patient Relationship* guideline.

### Patient Nonadherence to the Written Agreement

A patient might initially agree to a written agreement, but then not follow through on the terms. It can be difficult to terminate a nonadherent patient who apologizes or promises to abide by the agreement going forward. However, if a provider continues to allow the behavior after the patient agrees to the terms of the agreement, the agreement becomes meaningless.

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

### Families/Significant Others

In some instances, the patient is not the problem; rather, 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 the practice's policy as it relates to disruptive behavior with the patient and the disruptive person.
- Inform the disruptive person that if the behavior continues, he/she will no longer be able to participate in the patient-provider team.

## Pain Management Agreements

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

Pain management agreements should be specific and directly related to the patient's pain management plan/program. Specific statements may need to indicate behaviors to avoid. Examples of expectations to incorporate into a pain agreement 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 to office visits.
- 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 agencies, etc.) to ensure that I am complying with my medication treatment plan.

Agreements also should address any state requirements related to pain management/controlled substance agreements. Additionally, the specific pharmacy where the patient must fill or refill all prescriptions should also be designated in the pain agreement. If a patient does not adhere to a pain agreement, the healthcare provider should consider terminating the provider-patient relationship.

### Other Pain Management Considerations

As part of pain management processes, healthcare providers 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 agreement, such as “Have no more than **<x number> or <amount>** of beers/liquor per **<timeframe>**, and do not drive or operate machinery.” For some patients, you might need to prohibit the use of alcohol.
- Consider creating a patient rights and responsibilities policy specific to pain management. By doing so, providers can reference that resource within the pain management agreement and decrease the length of individual agreements.
- Review state-specific reporting requirements.

### Financial Agreements

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

Examples of expectations to incorporate into financial agreements 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 payments through the payer (e.g., insurance company, Medicare, Medicaid, workers compensation, 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.

Additionally, it is not acceptable practice to refuse to see a patient who has an outstanding balance without terminating the provider-patient relationship. If a healthcare provider does refuse to see a patient in this situation, it places the patient in limbo in regards to obtaining medical care and it may create potential allegations of abandonment for the provider.

## Safety

Danger comes in many forms, and the safety of the healthcare provider and his/her staff is of the utmost importance. If for any reason a provider feels that a patient's behavior is unsafe, a written agreement is not appropriate.

Providers might need to consider contacting the proper authorities (e.g., law enforcement or security) and terminating the provider-patient relationship.

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

- Before presenting a patient with a written agreement, inform 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 might need to prepare the room before 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 staff members to handle hostile and aggressive patients. Conduct periodic drills on managing these types of situations.

## Conclusion

Written agreements are a useful tool to (a) encourage patients to adhere to their treatment plans, (b) help providers preserve damaged relationships with patients, or (c) support terminating provider-patient relationships. When well thought out and presented, written agreements 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/her part, the whole team suffers.

## Resources

- [American Academy of Pain Management: Prescribing Issue: Opioid Agreements & Contracts](#)
- [Illinois State Medical Society: Model Pain Management Agreement](#)
- [MedPro Group: From Verbal Insults to Deaths: The Reality of Workplace Violence in Healthcare](#)
- [MedPro Group: Managing Nonadherent Patients](#)
- [MedPro Group: Meeting the Challenge: Managing Difficult and Noncompliant Patients](#)
- [MedPro Group: Screening New Patients for Potentially Problematic Behavior](#)
- [National Institute on Drug Abuse: Sample Patient Agreement Forms](#)
- [Pain.edu: Clinician Tools](#)
- [Rhode Island Department of Health: What Do You Do When a Patient Violates a Pain Agreement?](#)

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## Appendix A. Sample Cover Letter for Written Agreement

<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 an agreement that outlines patient responsibilities and appropriate behaviors. In return for your cooperation and active participation in your care, we will make every effort to accommodate you and your needs. Please review the agreement carefully. If you have any questions, please call <number>.

Respectfully,

<Name>

<Title>

## Appendix B. Sample Patient/Family Written Agreement

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.

### Expectations

1. <Expectation 1>
2. <Expectation 2>
3. <Expectation 3>
4. <Expectation 4>
5. <Expectation 5>

### Initial

1. \_\_\_\_\_ I have read and understand the above-listed 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: \_\_\_\_\_





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