

AGNIESZKA GOLCZYŃSKA-GRONDAS
AGNIESZKA KRETEK-KAMIŃSKA
University of Lodz

SOCIAL CONTRACT – ASSUMPTIONS AND REALISATION. THE CASE OF ŁÓDŹ¹

Summary

One of the basic tools used in social work in the majority of European countries is the social contract. It is an agreement between the social worker and the individual client (or family) which precisely stipulates mutual obligations, requirements, rights and responsibilities of both sides. The contract is intended to be an effective method of diagnosing client's problems and to mobilize both sides to more intensive efforts to enable a client to have more personal control.

However, in the everyday practice of social work and its legal and institutional context, there are various constraints and barriers that may lead to distortion of the assumptions of a contract. It happens that the contract serves social workers and their clients as an instrument to realize interests and goals different from the intended.

In this article, ways to implement the social contract in Poland are suggested, along with conditions and limitations.

Keywords: social contract, social work, barriers in social works, apparent actions in social work.

Social contract is one of the basic tools used in social work and other professional assistance services in the majority of European countries. According to the methodology literature in social work, it is a tool that is expected to lead to empowerment and, in consequence, increase clients' areas of independence

¹ The article is partly based on the material presented in the report „contract as a social work tool” by the same authors published in the work/publication: „Are we efficient? Research of the effectiveness of social contract implementation as an instrument of social integration” published in 2007.

from social assistance institutions [Garvin, Seabury 1996: 297–298]. The Social Welfare Act of 12 March 2004 [Dz.U.2004.64.593] established the social contract as one of the instruments used by social workers in Poland. According to the Act, the contract is a special agreement between the social worker and the person or family applying for assistance. According to its assumptions, the determination of rights and responsibilities of both sides is aimed at mobilizing welfare clients to exert greater effort to overcome their difficult situations, and at the same time to contribute to higher efficiency of assistance provided.

Research² conducted in March 2006 among social workers of the Municipal Social Assistance Centre in Lodz² showed that the contract does not fulfil the expectations of being an efficient tool of social integration. Furthermore, in many cases it is treated as just another “paper to be filled in”. Its use does not bring the intended results even though the method of its implementation may serve as exemplification of the behaviour defined by Jan Lutynski as an apparent action which “is officially considered important for realization, not necessarily as a single action, of a socially significant objective.” but in reality does not fulfil that function: “Sufficient, though not always the only, justification of its occurrence in any form, is the fact that it was ascribed a significant role in realization of a specific goal; its real function is always – though not exclusively – its existence, though this may be limited existence, merely formal one”. Moreover, its “non-practicality is known to all or almost all in a given population”, though “it is private knowledge, not public, particularly not the one officially expressed” [Lutynski 1990: 107].

In this article we describe circumstances and mechanisms – diagnosed during the research conducted at the Municipal Social Assistance Centre in Lodz – due to which the social contract can be seen an exemplary of apparent action occurring in social assistance institutions. [NOTE: articles and other inanimate things cannot do anything; they cannot act, cannot show, cannot find, etc. Always word things so that people do the acting.]

² The project entitled “Study of the efficiency of application of social contract as an instrument of social integration” was commissioned under the Sectoral Operational Programme „Human Capital Development 2004–2006” and conducted in the period October 2006 – January 2007. Basic research objectives were: to assess the pattern of the social contract –construction of the form and standard procedures of its usage; to diagnose of conditions and barriers in social contract application as a tool of social work; to obtain knowledge on strategy of implementation and realization of social contracts and institutional and non-institutional factors conditioning these strategies; to formulate postulates of changes to the construction and procedures of contract usage in order to enhance its efficiency. The research team members were Agnieszka Golczynska - Grondas, Agnieszka Kretek - Kaminska and Jolanta Grotowska-Leder as a project consultant (see Golczynska-Grondas A., Kretek-Kaminska A., 2007)

SOCIAL CONTRACT IN LITERATURE

Anthony Maluccio and Wilma Marlow wrote that the contract in social work may be defined as at “directly expressed agreement between the social worker and the client referring to key problems, goals, strategies of interventions, roles and tasks of both sides”. According to the authors, the basic characteristics of the contract are reciprocity of agreement, diversification of participation in the intervention process, openness and reciprocal accountability [Maluccio and Marlow after Compton and Galaway 1993: 471–472].

According to methodological assumptions of social workers, the process of entering into the contract allows clients to define themselves. The tool is intended to protect their individuality and develop abilities, such as participation is discussion, negotiations, making choices, involvement and decision making. The idea of the contract refers to the partnership principle in contacts between the social worker and the client. The partnership in the context of the contract does not mean that both sides have the same knowledge resources, share similar feelings or undertake common actions. The social worker is however supposed to treat the client as a partner in the process of problem solving [Garvin, Seabury 1996: 297–298; Maluccio and Marlow after Compton and Galaway, Compton and Galaway 1993: 472, 475].

The contract may have either oral or written form. It is the latter that is recommended because with the written agreement ambiguity and misunderstanding can be avoided, work can be planned and the assistance process can be evaluated. The social contract should include four basic elements [Compton, Galaway 1993: 473, 478]:

- determination of specific goals of both sides’ work in measurable and observable categories;
- determination of scopes of accountability of each side of the contract in terms of rights and responsibilities;
- determination of techniques and means to achieve goals;
- determination of administrative procedures – e.g., dates and places of meeting.

The purpose of the contract is to set the diagnosis framework (situation assessment)³ in the initial phase of contacts with the client. The client and social

³ Despite medical connotations of the term diagnosis we have decided to use it since it is widely used in the social work in Poland. See Szatur-Jaworska Barbara (2001) *Lexicon of Social Policy*; Kubin Jerzy (1998) *Encyclopaedia of Sociology* vol. 1

worker establish a common view of the situation based on knowledge, information, and intuition of both partners⁴ [Compton, Galaway 1993: 473–474, 478]. When determining the conditions of the contract, the social worker should consider four types of limitations related to the amount of time that may be devoted to particular professional tasks, skills possessed, work ethics and functions of the social assistance centre in which he or she is employed.

There are obviously situations in which using a contract becomes impossible. The contract may need to be established when chances for understanding between the client and the social worker are small or none, e.g., in the case of work with a person in an acute psychotic state, or mentally retarded, with brain damage, or under the influence of substances that have changed the person's mental state, or a young child. Also the goals that need to be formulated may not be realistic due to the client's own abilities, possibilities of the assistance centre, or the skills or value system of the social worker. Contract establishment is not recommended in a situation where the social worker does not have access to the full diagnosis of the client, does not have sufficient time to realize the assistance process based on the contract, or does not have skills such as of formulation of social work goals, motivation of clients, negotiation with clients or establishing a partner relationship. It is also not possible to establish a contract with a person who simply does not agree to such a form of work. In certain cases, such as deep crisis requiring immediate intervention, the social worker should not use the contract at all because involvement in the process of negotiations and common decision making increases the sense of threat and is harmful for the client [Wloch, Domaradzki 2005: 20, Seabury 1993: 496–498].

It should be emphasized that work based on a contract is only one phase of the assistance process. – According to Garvin and Seabury [1996: 61–62, 74], the assistance process consists of several stages, including: starting intervention (initial stage), assessment, planning and preparation of action, realization, finishing and evaluation stage; however a contract ordinarily should be a routine part of this process.

⁴ The literature shows that even in countries in which social work procedures are well developed, workers often assume that they are not responsible for determining of goals and tasks of the contract and their actions limit down to classifying the client to a relevant category. Such an attitude may be treated as a professional mistake. Work based on contract means concentration on clients and their problems in the course of systematic interactions between the sides of the contract. Premature revealing of intervention plan is also treated as a mistake, since it prevents client's involvement in efforts for solving the difficult situation and prevents work based on resources and "strong sides" possessed by the client (Compton, Galaway, 1993: 473–474, 478).

SOCIAL CONTRACT REALIZATION IN THE MUNICIPAL SOCIAL ASSISTANCE CENTRE IN LODZ⁵

The number of established contracts

In the period when this research was conducted, i.e., two years after the Social Welfare Act in which use of a social contract was promoted, the experience of the employees of the Assistance Centre in Lodz with contracts was rather limited. On average there were 6 social contracts per a respondent⁶; however, every 20th interviewee had not established any contract, only every 5th had used a contract at least twice, approximately 40% of the respondents had used a contract 3 to 5 times, and not quite every 25th had participated in more than 15 contracts⁷ (see table 1).

Table 1 – Number of contracts established by respondents

Number of established contracts	Number of respondents	Rate of respondents
0	10	5
1–2	33	15,5
3–5	86	40,5
6–9	38	18
10–15	36	17
16 and more	9	4
Total	212	100,0

Source: Own study. A. Kretek-Kamińska

⁵ The research project was carried out in two stages in the period from October 2006 till January 2007. At the first stage questionnaire survey was conducted on the sufficient sample of 280 social workers of the Municipal Social assistance Centre in Lodz (240 questionnaires were returned). Due to significant lack of data in some questionnaires, 213 were finally qualified for processing, which makes 76% of the sample planned). At the second stage in-depth open-ended interviews were conducted with 20 social workers. The full version of the report was published in the manuscript: Golczynska-Grondas A., Kretek-Kaminska A. (2007), Contract as a social work tool, in: are we efficient? The study of effectiveness of social contract application as an instrument of social integration, Lodz: HOB0 Publishing House

⁶ While per one worker of the Lodz Assistance Centre there fell at that time on average 98 environments defined as so-called “active files”.

⁷ Workers with the shortest, less than one-year work practice in institutions of social assistance signed the fewest contracts (average 1,7 contract), while the most contracts were signed by people with twenty-twenty-five-year experience (average 7,7 contract).

“Content” of contracts – tasks set for social assistance clients

The tasks that the clients of the Lodz Assistance Centre were supposed to realize within the contract were highly diversified. In certain cases they only involved obligation to realization a single, simple activity, connected to solving various formal matters, such as obtaining of a housing benefit, family allowance, “getting” the personal ID card, registration at the job office or temporary work agency. These types of contracts might be described as “**simplified contracts**”. It is however worth noticing that the task specified in a simplified contract could be difficult for the client to realize for emotional reasons (filing an lawsuit requesting alimony, filing a divorce lawsuit, starting detoxication therapy or a family therapy) or perhaps because the systematic effort required was frustrating (e.g., taking part in the course for long-term unemployed or qualification training, obtaining a disability certificate, looking for a job).

Social workers also established “**complex contracts**” in which the whole sets of the tasks the customer had to realize were specified. One of these contracts established with a 34-year-old man who had left a penal institution required registration in the Poviast Labour Office, participation in qualification training, continuing abstinence and respecting the principles of social life. Another contract obliged a 22-year-old person brought up in Children’s Home to complete part-time (evening) elementary school, intensify efforts to find a job and undertake employment. The contract with a 51-year old alcoholic was planned to lead to her to obtain an ID card, undertake therapy, remain abstinent, register in the Labour Office and apply for a degree of disability certificate.

Strategies of work with the client based on contracts established

Three main strategies of the work with the clients were observed based on a review of existing contracts. Those strategies included the following:

1) the strategy based on simulating activities – realized most often by interviewed social workers, obliged to use contracts because of instructions from management, tended to choose the client for the contract in an accidental way. They proposed the realization of the set of simple activities to the first client “available”, they signed the contract and left the client alone with his/her actions. The outcome of the use of a contract depended only on motivation and personal features of the client and probably not infrequently the social worker simulating the activities put aside such a contract *ad acta* as non-realized.

2) the strategy of the activities that could be qualified as scrupulous execution of professional duties that are routine for a social worker but lacking the special

emotional commitment inherent in frequent monitoring of client activities. In this case, the worker proposed the contract on the basis of a standard environmental interview. When the contract was signed the client was admonished to maintain contact with the assistance centre and make visits in case of difficulties. Although the social worker did not visit the client frequently, s/he was ready to intervene if the client expressed such a need. The responsibility for the realization of the contract rested on the client – one can suppose that a disciplined, active client could fulfill the contract; however, this strategy did not provide much opportunity for of positive results when clients were not motivated and or were apathetic.

3) the most seldom applied strategy was the strategy of activities carried out in accordance to the rules of the art, applied to contract application at a certain stage of the assistance process. The use of the contract was preceded by an accurate analysis of the client's current situation (usually the worker had already looked after that client for a long period of the time), next a conversation designed to motivate the client was held and the worker proposed that the client sign the contract. The contract contained requirements for specific tasks to be realized by both the client and the social worker. The conditions of the realization of the contract were negotiated between the sides. Signing the contract was an introduction to really intensive work with the client and the constant monitoring of activities. Such a mode of conduct made it possible for the social worker to react immediately when difficulties appeared during realization of individual tasks. It also made it possible for the either the client or the social worker to suggest changes in the schedule of the contract. The strategy of activities carried out according to the rules of the art, with considerable emotional commitment of both sides, could bring about a successful end to work with the client; however, it often merely contributed to the improvement of his life situation and the client continued to remain in the sphere of influence of professional social assistance.

THE ASSESSMENT OF REALIZED SOCIAL CONTRACTS

The majority (almost 80%) of social workers in this study were sceptical towards the possibility a social contract improving the outcome of their work with clients rather than using different tools of social work. Every fourth respondent believed that the contract was an ineffective tool regardless the place and circumstances in which it was used, also every fourth was of the opinion that that the lack of effectiveness of the contract was connected with the specific functioning of social assistance in Poland. The negative assessment of the contract in com-

parison with other tools turned out to be independent of workers' experience. It is worth noticing however that the total lack of effectiveness of the contracts was most often mentioned by social workers who realized the most contracts, i.e., more than fifteen (every third, while in other groups smaller contract experience – every fifth).

Let us underline that almost 70% of social workers declared that they would not choose to use a social contract in their everyday work with clients. Among the reasons for reluctance to apply the contracts (except for the already mentioned lack of effectiveness of the tool connected with the limited possibilities of actual realization of its decisions) were the comparatively high level of the difficulty of the tool compared to other methods along with its time-consuming and formal character. The three main types of attitudes towards the contract were distinguished on the basis of qualitative material: total negation, ambivalence and full acceptance.

Respondents with a negative attitude towards the contract declared that its application did not influence realization of the social assistance tasks: *estimating realistically the value of the contract for realization of our tasks, I would just say, it doesn't have any special meaning. On the one hand, it is used for the client as a - quote – "you need to do this, or else, you will not get the assistance". We cannot use such an argument, because he may not do that though fulfils all conditions to receiving the assistance and he should receive it. We would certainly not write in the decision refusing the assistance that he did not fulfill the conditions of the contract* (interview 12). Others said that this tool would not bring any success due to the state of awareness of present clients of the social assistance: *it seems to me that this will not be successful, really. Yet, surely, if this society is more, I don't know, if it transforms, this society, gets to grip with these new reality of the transformation, then maybe just it changes their point of view a little, but this generation just these fifty-year-old, even forty-year-olds at this moment will benefit little from the contract* (interview 14).

The reason for the negative response of the majority of people to the idea of using social contracts was the necessity to use yet another bureaucratic form that causes additional burden of administrative work and prevents carrying out the real social work: *However as I say those who somehow cope, just I do not see the need for them to signing the contract. It will be enough to tell them or turn their attention to this or that, end of story... it's possible to be done. This means generally I think that the more papers the worse, because directing the main attention to papers and documents distracts/turns one away from/ from the real social work. I mean there should be as little papers as possible and as much*

social work as possible, such really deep work with environment (interview 10). One clear idea in the statements of some of the respondents the irrationality of being required to use the contracts: *contracts should not be done surely like the boss told so that everyone signs two contracts this month. This is nonsense and absurd, and unfortunately that's how it is* (interview 3).

People ambivalent towards applying social contracts clarified that under suitable institutional conditions the contract could be an effective tool of work: *the idea itself is very right, however one can't work with the social contract being responsible for 100, 150 families. This is impossible, it is fiction, it is only creating a piece of paper for the management, that we do something about the contract (...). It would be effective, I think, if we kept certain conditions. I mean the social assistance in Lodz would have to at least function on different principles than it is functioning at the moment, and then yes, then it is really a successful idea, yet, it is half-baked/incomplete, staff not educated/trained enough, no arguments practically except this financial assistance* (interview 11). Suitable conditions in the respondents' opinions would mean a smaller work load, introduction of procedures of contract execution, solid training of workers and improvement of the tool itself.

Only three respondents clearly accepted the new tool. Although an enthusiastic attitude towards the social contract was displayed by just one of them, that person also has big objections to the construction of the form itself: *I consider the contract a very good tool and I simply felt prepared to signing up contracts with people, anyway I have recently signed a lot of contracts (...). Just, but because I am rather such a sharp, firm person, so (...) everyone immediately got to realizing them and I can say, that this contract in case of my clients here in the neighbourhood (names of streets), at this old (name of the district), where people there are uneducated, it proves OK, however (...) the matter of preparation this, writing in two copies, filling in what the purpose of contract is in case of every person, it is obvious that improvement of the situation, becoming independent, specifying main aims, detailed aims, just this is this for me a great problem* (interview 18).

MECHANISMS CONTRIBUTING TO SIMULATING ACTIVITIES

Jan Lutynski introduced four types of mechanisms inherent in the social reality of the state and/or system, contributing to the occurring of apparent actions. These mechanisms are: organisational and decision-making mechanism, axiological

mechanism, obligatory execution of unworkable decrees and allegedly-pragmatic mechanism. All these categories can be identified in the world of institutionalized social assistance [the Encyclopaedia of Sociology T.1. 1998; 157]

Organisational and decision-making mechanism

The organisational and decision-making mechanism is connected with executing by the organization of the lower level of binding decisions taken on higher level, though these decisions should lie in the competence of the organization itself [the Encyclopaedia of Sociology Vol.1: 157]

The essential source of problems connected with realizing the planned aims and functions of social contracts and, in consequence, essential distortions in this field is placing social workers in a low place in the decision-making hierarchy or organized social assistance. One can assume that the workers under study perceived, first of all, as objectified performers of tasks imposed on them by representatives of higher authorities. For the majority of our respondents (over 80%) the administrative compulsion was the main motive for using the contract in the social work. *Well, if I have results, then they will not do me anything. The boss tells the worker does.* (interview 1). *We for example oppose, we speak with managers, but you have to do this full stop because this is a "prikaz"⁸ from the top and full stop. (...)* (interview 3).

Also, decisions made by workers were questioned by their superiors, which caused workers to fear loss of credibility and authority in relationships with the clients: *we do not have authority for these people and the moment we say for example that there will be no assistance because this contract is not realized, the director changes our decisions and claims that to the assistance should be given because we just have money, for instance. Well I (...) now, yesterday I signed such a matter and I knew that this person did not deserve assistance because... and he [the director] admitted/allowed assistance because he found different premises* (interview 2).

The limited range of a social worker's impact on the decisions made within the contract was frequently determined by the negative attitude of staff toward anything new or unusual in a contract: *stiff company let's be frank, it is very hard to break through there and there is really a small group of the people who really want to do something. But they are overpowered immediately, „And what for... come on, don't stick your neck out”, it's best, no ideas, nothing of own will, ...*

⁸ "Prikaz" is a Russian word for "order". In Polish language it is often used in ironic manner.

if they don't demand, don't stick your neck out or they would want something from you (...) and maybe that's why there are so few contracts. And if, I don't know, someone came in and said listen, (...) this can be great, let's look together where we can push these people, just we have somewhat limited possibilities, but we'll do something about this or that, maybe we would be motivated differently somehow in spite of various external difficulties (interview 4).

Another barrier to realization of functions of the contracts was the lack or vagueness of procedures for both establishing contracts and handling related financial matters. The formal position of employees proposing contracts was not clearly defined: *Who practically signs this contract, is this institution through its representative, or is this social worker, because this is somewhat obliterated in my opinion (...). It's so that I actually sign the contract blind – (...) I am not fully the side of this contract, but the side is... I don't know ... various bigger and smaller bosses above me and any moment they can say "no" (interview 20).*

The negative impact of the organisational and decision-making mechanism on the realization of social contracts was revealed already in the early phase of preparing the respondents to apply the new tool. They became they obliged to establish contracts but they were not given sufficient access to information related to using this instrument in the social work. as many as 60% of the social workers of the Municipal Social Assistance Centre in Lodz declared that that they did not possess any or had insufficient preparation for applying social contracts. Only 39% workers had the possibility to participate in training for procedures, principles and possible applications of contracts. The respondents pointed to the superficial, ritual character of trainings. More than 94% of the respondents who took the part in the trainings had them for one day only, half of them for less than three hours. As many as 95% of those trained did not get the expected information about the contract (little more than 40% stated that they did not obtain any new information or skills during the training, others declared obtaining only general knowledge on the foundations of the contract). Only 5% of the respondents thought that essential content-related knowledge connected with the realization of the contract had been passed on during the trainings. The obvious result of the lack of preparation was problems in using the new tool⁹.

⁹ These problems appeared first of all in the preliminary phase of the work with the contract - motivating clients and formulating aims and tasks. Social workers were by far a more active side during the phase of preparations. Almost 70% of them had the decisive influence on the content of settlements of the contract - defined the most important conditions of the contract on their own and presented the ready, filled-in form to the client to sign (29%) or to make slight corrections (38%).

These examples of functioning of the mechanism related to organization and decision-making in the Assistance Centre in Lodz lead to the fact that the contract – instead of being the tool facilitating social work activities, becomes the basis for facade activities, masking the lack of such work. What is important, the described practices lead to starting further mechanisms supporting and strengthening of the apparent character of applied procedures.

AXIOLOGICAL MECHANISM

The operation of the axiological mechanism is manifested mostly in performing activities that are to confirm the acceptance and realisation of specific values although the activities themselves do not constitute demonstration of these values. [Lutynski 1990]

According to the 83% of the Lodz branch of Municipal Social Assistance Centre who took part in the study, the main aim of the application of social contracts should be to define and undertake activities leading to improvement in functioning, and consequently, to improvement in a client's living conditions. The respondents pointed to three basic tasks whose realization should be supported by applying social contracts to accomplish this goal. These basic tasks are: 1) improving the independence of the people in care of the centres for social assistance, activating them to undertake activities enabling them to change their difficult life situations; 2) expanding the powers of a social worker, strengthening his/her position in relation to his/her client, which as a result would make it possible for the social worker undertake more activities for the client and in his/her name, and, at the same time, forcefully execute the performance of the orders, tasks given to a client; 3) providing a detailed outline of the rules of cooperation between a client and a centre for social assistance¹⁰.

Although the respondents were not asked directly about the values that could be realised through the use of social contracts, it can be assumed that two values implied above are vital – acknowledging that both social workers and clients participate in drawing up the contract and empowering clients to become independent. The sense of pressure from supervisors causes some respondents to enter a contract

The opposite situation in which the client was the dominating side in the phase of establishing the principles of the work based on contract happened to only six from among the respondents.

¹⁰ The first of the enumerated functions of contract was pointed to by 2/3 of the respondents, the second – by little more than 1/4 of the studied group and the third – by almost 1/7 of the respondents (see: Golczynska-Grondas A., Kretek-Kaminska A., 2007)

only for reporting reasons, and the clients with whom the contracts are made are chosen in a purely accidental manner: *First of all we have to account for these contracts; we are under scrutiny and there was suddenly something like, you had to do them... and we were then looking for an opportunity (...) a client who would be happy with the offer, so that we can, in so many words, make him/her accept the contact* (interview 4). *It is often so, (...) at least it was so in my case, that there was an order from the superiors that I have to make the contract until the end of the week, so, whoever came in, these were often accidental people, caught at random, who come to us for ongoing assistance and, taking the opportunity to take advantage of you and get you to sign the contract here, so it makes no difference to the client.* (interview 1). Such a way of realising contracts causes those who are involved in executing a contract to be treated as if they and their role are irrelevant

Moreover, for the majority of the respondents the basis in choosing the people they would work with making a social contract were not the problems that made the charges use social assistance and willingness to work at solving these problems. Instead, over 70% of the people participating in the study thought that the most important factor in choosing the clients for contracts was their client's' relatively high abilities in the task-related area; in other words, they had the ability to realise the conditions and tasks included in the contract independent of whether or not these activities significantly influenced their life situations. When social contracts were used, the tasks were formulated in such a way that they were not troublesome for the social worker or the client which gave them the appearance of legitimacy: *Obviously, it was an assumption... I mean the assumptions were that it is first of all to influence his/her* (charge – the author's note) *some sort of improvement, you know, general, so that his/her situation changed or it facilitated the improvement, but not here, nothing like this happens in reality* (interview 4). The contracted tasks to be performed by the client frequently were reduced to the activities the charge would have to have undertaken if he/she had still wanted to receive institutional support, e.g., obtaining an ID, registering in their place of residence, registering at a work centre. Most likely, in the situations described above, making and accounting for completing the contract became a goal in itself, which may confirm the objectification rather than empowerment of the clients.

The existence of axiological mechanism is also confirmed by the protective function of the contract, identified during the study. Contracts neither served to empower social workers nor strengthened their position in relationships with clients; contracts served only to document the activities undertaken by an employee of a centre for social assistance. It merely provided evidence of work with a client

even if the work brought no results.. The rules included in the contract are an „alibi” of a social worker when the client does not comply with the responsibilities he/she accepted, the rules give the social worker an opportunity of defending him-/herself against a possible allegation of negligence or non-fulfilment of his/her professional, they serve, to a large extent, ensuring that the social workers’ interests are intact in confrontation with their superiors: *well, if my manager asks me what I have done in this case I can say that I am in the course of realizing the contract and that I show some activity* (interview 2). It is noteworthy that the contract can serve social workers as a kind of „bogus threat” to clients: *Sir, we won’t sign the contract and as a result you may have problems continuing this help you receive from us, we can stop paying out your money.(...) Yes, it was a kind of ... making the contract was based on a request also, a threat* or a means thanks to which disliked clients can be or removed: *You know, it could sometimes be so arranged that you can get rid of an [repulsively sly] client by signing a contract with him/her which he/she won’t fulfil*. The protective function of a contract thus includes a manipulative use of a contract by the social workers.

What is important is the way in which the axiological mechanism transforms the realisation of social contracts into fiction. This is apparent not only to social assistance institutions and their employees, but also to those who are the addressees of the assistance. In most cases clients were not at all interested in the introduction of the new tool enabling them to work on themselves, they were indifferent to or negative about the offer to sign the contract. For part of the charges, the contract was yet another bureaucratic tool, a vague “paper to sign” enabling them to sustain the *status quo*: *They don’t understand what for, why there are so many questions, the more so that he gets his copy I have mine... and „if you have to, you can write”, „you can write whatever you want”, and getting any information from him is „I don’t know”, “I don’t understand”, “you can write it so that it’s ok”... (interview 3) Truly, these clients don’t care what they sign. It’s important that they sign it because they get something for it* (interview 10). Furthermore, according to the participants in the study, for many clients it was a real impediment, it brought confusion into their lives: *A person who works off the grid cannot fulfil the conditions of the contract that says: “you have to enrol for a qualification course” because it will collide with his work schedule, right?, because you have to go there, sit for an hour, right? But he is employed without contract, without benefits but has some money as it comes, he comes in here so that he can increase his income a little and then the resistance against making the contract is very strong* (interview 12). With some clients, the obligation to fulfil the requirements of the contract (presumably aimed at improving their life

situations (at least in assumption thereof) which ultimately would make them somewhat dependent on social assistance, aroused fear. The contract presented itself as a tool whose aim is to limit the assistance in the current form. In such situations some clients rejected the possibility of making the contract and others pretended to make it – they agreed to everything so that they could avoid an unpleasant conversation, but they had no intention of applying themselves to realising the accepted responsibilities: *parents lived like this, grandparents lived like this, neighbours live like this, everybody lives like this so they live like this. They steal some, they make some small schemes, they go to work for some half a year or so and they are signed up for social assistance non stop, they collect their cut there. So for them such a social contract is, I say, an extra paper to fill in, but they don't care too much* (interview 11). Sometimes the people who entered such a fictitious contract, knowing in advance that they would not fulfil it, avoided contacting social workers so that they could avoid the possible negative consequences.

It is worth noting that the negative attitude of the people using social assistance towards social contracts was mostly determined by a set of – appearing independently of the contract – characteristics typical of this group, such as passivity, learned helplessness, ineptitude, the demanding attitude towards social assistance connected with prolonged addiction to the help received, a high level of moral corruption (caused by, e.g., long-term imprisonment), etc., but in this specific case it was undoubtedly highlighted by the negative approach of the social workers to applying the tool: *we also don't have here an argument to tell them that there is something like this, something new, important in the sense that if they fulfil the requirements then, let's say, there is a prize and if they don't then something...and then it is somehow binding and it is consistently executed and for them it's not something important but another document they have to sign and are given* (interview 7). *It's really like when a child has a bad approach to ... I mean when a mother has a bad approach to some process, let's say, of rising a child, then the child takes it on subconsciously somehow. The same is with us. Because we have such a negative approach to the tool, the client approaches it simply as I'm saying* (interview 3).

The analysis of these data yields the conclusion that values such as making their clients independent and improving their living conditions as well as subjectifying both sides entering the contract are of an almost certainly half-hearted,

which is “an open secret”¹¹. Jan Lutynski highlighted the fact that ostensibly realised values can derive from other historical systems and/or periods (1990: 111). The social contract is a tool which was taken over from western and northern European assistance systems, along with its whole ideology. It can be argued that people employed within the Polish social assistance system, conditioned by their character and organisational culture, are not able to accept the values inherent in social contracts. Their real professional aims are mostly connected with quick and efficient handling of consecutive cases and keeping the *status quo* of the system whose existence would be threatened if the clients were independent and subjectified. When conducting the open-ended interviews it was also observed that some of the respondents presented a paternalistic attitude towards their clients. This observation may prove to be an important element of the clandestine programme realized by some employees of social services – based on a system of values different than the one officially declared – is controlling the lives of their charges. Obviously, subjectifying of the clients stands in direct opposition to this aim.

MECHANISM OF OBLIGATORY PERFORMANCE OF IMPRACTICAL ORDERS

„The source of apparent actions triggered by this mechanism is the obligation to do something that cannot be done in general or in a predictable way, or to do something that is in fact unnecessary to achieve a given goal. The impossibility of performing these activities is caused by various factors: by false assumptions concerning reality made when formulating the order, by the fact that the actions, which the order foresees take time that is not available, by the fact that performing the actions causes a group of people, who have to perform other actions that are crucial for them, etc.”[Lutynski, 1990: 111–112].

Among the factors seen as symptoms of transforming the realisation of social contracts into ostensible activity there is the ineffectiveness of the tool connected with the lack of possibility of enforcing the resolutions made within the contract. It was stressed that the contract is a useless, additional *form that brings nothing in*. The new tool was called *ball and chain, divine retribution, a drag. Let alone*

¹¹ Information obtained during the study shows that in the inter-institutional discourse, conducted on the lowest levels of professional hierarchy, the strand of the ostensive character of the contracts made is frequently present. It is not clear, however, what the attitude of the people in managerial posts in the institution in question is.

the fact that social contract brings no effects whatsoever, it only brings difficulties, you have to select, execute in terms of quantity and quality needs to be high in general. This is what brings about bad associations when someone calls it a work tool. We say then that someone got a big amount of money for it and now tortures us with it (...) this contract was made up by someone but we don't know what for. We don't know why we were given this tool. And there is no result!

The fact that the recommendation to use the tool is an impractical order is bound with the way of financing budgetary institutions in our country. Neither the managers nor average employees are certain what means they will have at their disposal in a given period of time. At the beginning of a year there is usually a financial shortage which makes it difficult to motivate clients to a large extent. At the end of the year there are problems as to how to distribute excess money which in turn causes the benefits to be paid out regardless of the degree to which contracts have been fulfilled: *it often happens that our bosses say: that he hasn't fulfilled his contract obligations you should take away his money. But when there is pressure here at the end of the year that all means need to be distributed, then even if I have saved up on this person during the year, not in the sense that the centre gets money, but that I have granted him/her less financial support, he/she gets the money anyway at the end of the year, because I have to even out the amounts for those who don't have some great financial assistance at the time, so it loses its purpose really. Because if I take away some assistance I do it for a reason and, and, and it should be consistently used, right? I take the assistance away and so on. And later on.. in time it makes no difference that the assistance was taken away, you simply have to spend the money. And so we spend it.* (interview 3). Such a way of financing social assistance institutions made it impossible for the participants of the study to plan their activities and caused them to be very careful when making any declarations signing contracts with their clients.

Over 73% of the respondents noted the lack of legal regulations or the fact that they are imprecise as far as the realisation of the contract is concerned. The employees stressed that in the centres where they work there are no uniform and sometimes even no rules whatsoever concerning the procedures to be applied when a client does not fulfil his contractual obligations. The reason behind these problems is, among others, the legal requirement in accordance with which „in case of refusal to grant or in case of limiting the amount or size of a social benefit the situation of the people being supported by the person applying for a benefit or receiving a benefit” [Art. 12, paragraph 3 of the Act on Social Assistance], limits the possibility of enforcing the regulations of a contract. The employees did not

decide to deprive the clients of their benefits for ethical reasons. Moreover, the clients who were deprived of assistance applied different kinds of strategies to extort a change of decision – they appealed to the superiors, threatened to inform local or state authorities or the media, etc.: *if I make arrangement with someone that he/she does something and if not I will take their benefit away then it can happen that he/she later goes to file a complaint, comes here to MOPS or goes to the president. Then immediately there is a return message: “Please do not take this person’s benefit away”. It makes me look stupid because I made some arrangements to do something, we agreed that if he/she doesn’t do something he/she will bear some consequences and it may later turn out that I won’t be able to enforce the thing I want, that every – I don’t know what to call them – telltales who go somewhere to tell on me to the president, make it work for themselves by shouting and complaining that the branches change decisions made in their case, like: they give them more or give them the thing they refused to give in the beginning. (...) And that it will not be like this: Assistance Centre has one firm standing on the matter such as „No. If these were the conditions of the contract then we uphold it and we do not change the decision”. I’m afraid the situation can be completely different and that the employees will turn out to be incompetent in fact, they will not be able to enforce what they agreed on* (interview 9).

Additionally, some existing procedures block the execution of contracts. For instance, in one of the Assistance Centre branches there was an obligation to change districts at several years intervals. This change took place regardless of the realisation of extended contracts in which a bond based on trust made between a social worker and a client is of great importance.

Another category of obstacles causing the activities undertaken within contracts to become ostensible was constituted by material resources at the disposal of the social workers who realised the contracts. Every fifth person drew attention to the fact that there is a lack of resources that would enable a reasonable realisation of social contracts. What is more, attention was drawn to the threat of entering a conflict with the managerial staff regarding the financial matters¹², the lack of a separate pool of money which could be used for contract clients and

¹² *Our managerial staff told us that if we make a contract about cleaning up a flat there will be some money to paint it, but it is always „some”, nothing specific. And I think that when talking, making the contract with someone we have to talk about specifics and I have to know that, if a person commits him-/herself that he/she will clean up the flat and will want to paint those walls, we give him/her the money. (...). And then there may be a scramble with the managers whether there is any money or not, whether to give him 100 zloty or 50 zloty, that is why, well, I don’t know ...* (interview 13).

the necessity to „camouflage the resources” granted for the purpose of realising contracts, and the lack of an offer that a social worker can address to the clients to encourage them to enter a contract. Such encouragements might include the lack of extra-financial means of motivating the clients, which require some financial input (offers of training courses, workplaces, activities aimed at structuring free time, a network of canteens, etc.). Inadequate office space in social work offices make it impossible to conduct an honest conversation with a client without the presence of outsiders is an important factor as well. Participants in this study were also plagued by excess work that made it impossible for them to devote ample time to sign a contract and oversee the deadlines of the realization of the activities included in it. It needs to be stressed that the areas covered by social workers are too big. The number of environments charged to a social worker make it impossible to conduct a thorough social work: *somewhere in the world, in Europe, as far as I know, in France, because my friend is in France, she has 7, 10 environments and then you can work thoroughly with these environments, with these people while if you have about a hundred of them it is difficult to keep up with the paperwork, not to mention social work* (interview 10). A large number of clients results in neglect in everyday work and limits the possibilities of realising the time-consuming contracts that have to be constantly supervised: *Even signing 5 contracts – I can't imagine that, because I was conducting these 3 contracts and it was already a problem for me, I started getting confused, maybe i didn't neglect my work because it's obvious that it had to be done... but I couldn't focus on the contracts, and here are other matters, because I didn't have enough time (...). Too little time to focus solely on the people we signed contracts with, and they need to be controlled and supervised* (interview 2). Moreover, low salaries of social workers, which do not constitute a sufficient motivator for conscientious performance of their duties, are of great importance: *well, maybe if there was a little more money it would be some kind of motivation, but to get the money ... when you have a family and so on it is important whichever way you look at it. You can do charity work as a volunteer, right?* (interview 15). The apparent character of the contract is again the result of the fact that institutional conditioning makes it impossible to apply the tool, generally speaking, according to assumptions [Lutynski 1990: 111] – the orders do not take into account the reality of social assistance, social workers do not have enough resources at their disposal neither do they have the time needed to conduct the task, they are also absorbed in performing other duties essential for an institution to work.

ALLEGED-PRAGMATIC MECHANISM

The last of the causative mechanisms of apparent actions pointed to by Lutynski occurs “in situations when the determining agents cannot or will not solve a problem that is seen as important by the citizens. It happens usually because the solution might bring about unwanted consequences or it would require employing specific means, which either are impossible or are deemed pointless. In order to demonstrate that the problem is being solved or at least that solving it is considered important, it is recommended that some activities be undertaken; they have no concrete results but were officially approved and regarded as necessary.” [1990: 113]. The assumption that making the clients of social assistance independent is in fact considered pointless and leads to an outcome unwanted from the point of view of people within the system, and frequently has a merely speculative character¹³; thus, we will not pursue this thought. It is relevant, however, to briefly discuss the extent to which an introduction of effective solutions aimed at concrete improvement of the plight of the clients of social assistance services in Poland is perceived as real by local institutions, on the level of governing the country.

As a part of research into poverty, social exclusion and social assistance institutions that has been conducted since the beginning of the 1990s by the employees of the University of Lodz’s Institute of Sociology¹⁴ and during education and training classes for social workers, we have frequently encountered an opinion expressed by social workers claiming that the clients of aid are extremely impervious to any influence and change. It seems that this conviction is widely shared in their professional environment. However, formulating this stand in an overt and public way would undermine the reliability of employees who would lose their social trust mandate and question the meaning of their everyday work.

Research into the institutions granting social assistance, their employees and their clients lead us in the past to the conclusion that the Polish, highly bureaucratized system of social assistance is ineffective as a whole¹⁵. Unfortunately, the results of the analyses of our current data are no exception: *social contract is a part*

¹³ It can be questioned, however, to what extent the existence of a numerous community of the impoverished upholds the functioning of the system and guarantees its employees work places.

¹⁴ See, e.g. publications by Warzywoda Kruszynska W. (1998), „Zyc i pracowac w enklawach biedy” IS UL, Lodz and Warzywoda Kruszynska W. (ed.) (1998), „(Zyc) na marginesie wielkiego miasta” IS UL, Lodz

¹⁵ See, e.g. Krzyszkowski J. (2005),” p. 151 and the article by D. Trawkowska published in the volume.

of a general trend which is connected with social assistance in Lodz. We are now specialists in creating fiction. We create documents... the outcome of our work is not the improvement of our charge's situation but a pile of filled-in forms. This is what our superiors demand of us, this is the level of awareness they have, so that they can be safe on the formal side, the rest is irrelevant, the client doesn't count, neither do we (interview 12). Bureaucratisation of institutions and its outcome of too much office "busy work" along with added field responsibilities seemed the most acute aspect of the situation from the point of view of social workers. Excess formalisation of the procedures leads to feelings of incompetence. The problems faced by representatives of assistance organizations are multiplied by lack of inter-institutional cooperation in the field: between the centres for social assistance and the representatives of courts, police, job centres and non-governmental organisations. These problems are faced when formulating or expanding an offer for clients and when obtaining new possibilities for enforcing the obligations of the contract on clients. Even when there is cooperation among agencies it is seriously hindered by the formalisation of mutual contacts.

Local self-government and state authorities are not in fact interested in solving the problems of social assistance clients. According to sociologists, poverty is an uncomfortable subject for politicians because it confirms their ineffectiveness. At the beginning of the 21st century, the political elites of cities and local government administration thought that the executive branch of government was responsible for the whole of the inhabitants' existence and placed the responsibility for these matters onto the representatives of these authorities. District and local administration unit managers were in turn convinced that the responsibility for solving social problems rested on social assistance institutions and thus they put the responsibility for formulating strategies and designing the assistance activities onto social workers employed in subordinate institutions [Warzywoda Kruszynska 2003a: 17]. In turn, on the level of state government the changes of governing parties were connected with „the exchange” of high and middle level officials employed in particular ministries. The consequence of staff replacement was frequently a change in ideological assumptions in the field of social policy, which made it impossible to conduct stable, thoughtful and consistent activities aimed at real solutions for social problems on different institutional levels. According to Wielisława Warzywoda Kruszynska, poverty was treated by politicians as “the evil with which you have to learn to live rather than a problem that needs to be counteracted or risk that needs to be managed” [2003b:121].

Since Poland entered the EU, several changes have been noticed in the approach to social services on the part of the executive branch of government at the

local level. The changes result from both programme documents and EU authorities' recommendations as well as from the opportunity to obtain the support from Structural Funds and EU aid programmes. [Warzywoda Kruszynska 2008].

CONCLUSIONS

Based on this project, the following general thesis can be formulated: the social contract is a tool in danger of devaluation. Sporadic – taking the number of charges in the care of every social worker of the Municipal Assistance Centre in Lodz into consideration, realisations of contracts, signed mostly as a result of an order from superiors and not of a thorough analysis of a client's situation, are rarely what they appear to be. Social workers who are inadequately prepared to use the imposed tool make basic mistakes; they negatively evaluate the assumptions of the tool and the way in which it was prepared. Overburdened with the number of environments they deal with, social workers limit themselves to superficial performance of standard procedures. The use of social contracts under the conditions in Lodz is thus an activity done „for show”; even more so, it is in contradiction with “the rules of the art” described in the introduction to this article. Additionally, social contracts are used “in accordance with the executors' assumptions [...], and against the interests and knowledge of those for whom the activities are conducted” [Lutynski 1990: 105]. As a result, we are also faced with an example of „fraudulent” activities in the course of which the quality of work performance is decreased (see: above/ibidem). It can be assumed that in this case we deal with apparent actions that may cause both social and economic damage; for example, the funds assigned to the realisation of the contracts do not contribute to improvements for clients, and the application of the tool decreases the motivation and morale of social workers. Actually, the purpose of the social contract, enhanced by other activities undertaken as a part of “social” work [Trawkowska 2009], seems to sustain an ineffective institutional system that can exist until a part of society consists of an adequately numerous community of the deprived, helpless, objectified and the socially excluded persons.

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