THE SCOTTISH OFFICE

NHS
MEL(1992)20

National Health Service in Scotland
Management Executive

St. Andrew's House
Edinburgh EH1 3DG

Dear Colleague

NATIONAL SPECIALIST SERVICES
REHABILITATION SERVICES FOR PATIENTS WITH BRAIN INJURY

21 May 1992

Addressees

For action:
General Managers,
Health Boards

For information:
General Manager,
Common Services Agency

General Manager, State Hospital

General Manager,
Health Education Board for Scotland

Chief Executives and Chief Executive Designate, NHS Trusts

To be copied to Unit General Managers for Action

Enquiries to:

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NHS Management Executive
Purchasing Team
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St Andrew's House
EDINBURGH
EH1 3DE
Tel: 031 244 3580
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Summary

1. NHS Circulars DGM(1991)44 and DGM(1991)93 describe the arrangements for referring patients to the 3 designated centres for assessment and rehabilitation of patients with post traumatic brain injuries. This letter outlines the arrangements for referral of patients during 1992/93 to the centres at the Astley Ainslie Hospital, Edinburgh, the Royal Edinburgh Hospital, and the service by Scotcare Group Limited at Murdostoun Castle near Wishaw.

Current Position

2. Discussions have now taken place between the Management Executive and Lothian Health Board/Unit and Scotcare Group Limited to negotiate the terms of the contracts for the provision of services for brain injured in 1992/93. Revised service agreements for provision at Astley Ainslie and Royal Edinburgh Hospitals are attached as Annex A and B of this letter. Referrals of patients by Health Boards to Scotcare are governed by The Health Boards (Referrals to Scotcare Group Limited) Direction 1992, a copy of which is enclosed at Annex C. These Directions prescribe the form of contracts to be made between Boards and Scotcare in order that referring Boards qualify for central funding under this programme. The model contract for use remains the same and contracts already entered into will continue to apply. Boards may only vary the terms of the contract with prior agreement in writing from the Management Executive.

Change in Definition of Service

3. The main difference in the terms of the contracts from last year is that the definition of service has been extended to cover 'patients with acquired brain injury however caused'. This now replaces the definition of 'post-traumatic brain injury' and allows Health Boards to qualify for central funding under this programme for all brain injured patients referred to these centres for assessment and rehabilitation.

4. Health Boards are reminded that the rehabilitation provided by Scotcare and at Astley Ainslie Hospital is intended for the same type of brain injured patient, whilst that at the Royal Edinburgh Hospital is designed specifically for patients with brain injury who also have serious behavioural problems.

Payment and Central Funding

5. It will continue to apply that the 3 centres concerned will invoice Health Boards for patients receiving assessment or rehabilitation on an in-patient basis at the agreed prices. These are for 1992/93:

Astley Ainslie Hospital - £957 per patient week.

Scotcare Group Limited - £880 per patient week.

Royal Edinburgh Hospital - £1,482 per patient week.

6. These prices are inclusive of capital charges and will include all drugs prescribed as an integral part of the rehabilitation programme. Part weeks will be charged pro rata. These price changes apply as of 1 April 1992 and will apply to existing as well as new patients.

Action

7. Health Boards should make payments to Lothian Health Board or Scotcare Group Limited in full. Boards should also return information on the forms enclosed at Annex D, a, b, and c each quarter. The Management Executive will refund Health Boards at the rate of:

£161 per patient week at the Astley Ainslie Hospital and Murdostoun Castle; and

£240 per patient week at the Royal Edinburgh Hospital.

8. Health Boards are reminded that these services are part of a national programme for the people of Scotland and that to provide a good cost-effective service these units must be utilised effectively. It is therefore important that Health Boards make best use of the service by discussing with the centres involved the number of patients likely to be referred and to give notice about patients being treated for head injuries who may be referred in the future.

9. This letter should be copied to Unit General Managers for action as required.

Yours sincerely

William Moyes

W MOYES
Directorate of Strategic Management

NATIONAL SPECIALIST SERVICE: BRAIN INJURY REHABILITATION FOR PATIENTS WITH SERIOUS BEHAVIOURAL PROBLEMS

SERVICE AGREEMENT WITH LOTHIAN HEALTH BOARD

1. Introduction

1.1 This agreement is between the Management Executive of the National Health Service in Scotland on behalf of all Health Boards as 'purchaser', for and on behalf of the Secretary of State for Scotland, and Lothian Health Board on behalf of the Royal Edinburgh Hospital as 'provider' for the provision of assessment and rehabilitation of patients with brain injury with associated behaviour disorders.

1.2 The cost of the service will be subsidised by the Management Executive. The service will be charged to the patient's Health Board of residence and the subsidy will be reclaimed by individual Boards from the Management Executive.

1.3 This agreement shall cover the period from 1 April 1992 to 31 March 1993.

1.4 The agreement is made under the provisions of Section 30 of the National Health Service and Community Care Act 1990.

2. Objective

A comprehensive brain injury rehabilitation service for those patients suffering severe behavioural disturbance which is an integral component of a national service to the population of Scotland.

3. Definition of Service

The assessment and rehabilitation of adult patients, aged 16 or over, who develop serious behavioural disorders after sustaining brain injury however caused. They may also suffer from cognitive or physical disabilities or a combination of these. Their potential for aggressive and seriously disruptive behaviour requires that rehabilitation takes place in a separate unit for the safety of other patients and staff. Because of the potential for disruption, night time accommodation will be mostly in single bedrooms.

The service will be directed towards securing development of the patient's optimum recovery, independence and return to the community. The unit will offer patients active rehabilitation with behaviour modification as a main component of the treatment. Rehabilitation will begin after the patient's condition has been rendered medically stable and the need for acute medical care has passed. Patients will undergo multi-disciplinary assessment to identify the nature of the residual problems and to enable estimation of their maximum recovery potential. For those patients admitted to the unit for assessment, it may be necessary for them to transfer from Brain Injury Rehabilitation Unit to the care of the referring clinician whilst the Health Board decides on referral for rehabilitation.

An individual programme of treatment will be agreed between the referring Board and the Brain Injury Rehabilitation Unit for each patient. A complete treatment programme designed according to the specific needs

of each patient will be able to draw on the following services: clinical psychology, physiotherapy, occupational therapy, speech therapy, and nursing care. Agreement on social work and further education services will be obtained from the appropriate agencies. In addition, the unit will undertake to provide care and advice according to the specific needs of each patient during the treatment programme from neuro-surgery, psychiatry, orthopaedic and general medicine services.

The rehabilitation programme for each patient will include:

- the identification of rehabilitation goals;
- provision of a rehabilitation plan to attempt to achieve these goals;
- the execution of the rehabilitation plan;
- the provision of all drugs and equipment required for the rehabilitation plan;
- regular discussion with the patient's family;
- the provision of progress reports each month which will indicate the level of achievement, and a final assessment and written report of each patient's condition to be provided to the referring Board's Chief Administrative Medical Officer within 7 days of the patient's discharge from the Royal Edinburgh Hospital.

The service will not provide long stay care for totally dependent vegetative patients for whom an intensive rehabilitation programme would be inappropriate.

4. Activity Level

The Brain Injury Rehabilitation Unit will have up to 12 bed places for resident patients and facilities for therapy. The provider will aim to operate on the basis of a 80% bed occupancy for this 12 bed unit. The provider will advise the purchaser if activity falls below 60% occupancy level over 2 consecutive months.

5. Referral

Referrals to the service will be accepted from appropriate consultants and will be expected from all parts of Scotland. In the interests of patients and to make the most effective use of available places, Health Boards will be encouraged to discuss in advance with the unit the number of patients whom they anticipate they might wish to refer to the unit.

Referred patients will be assessed by a consultant or senior member of the multi-disciplinary team. The resultant opinion regarding clinical management will be given within 7 days to the referring doctor.

6. Quality

6.1 Central Guidance

The provider will be expected to comply with all relevant guidance, legislation and statutory instruments.

6.2 Waiting Times

The provider will arrange that subject to the agreed number of bed places no NHS patient from Scotland assessed as suitable for rehabilitation should wait more than 3 months between the date of the pre-admission assessment and the date of admission of that patient for rehabilitation. Patients will normally be assessed in their existing facilities within 2 weeks of the referral letter being received.

6.3 Standards and Issues

The provider will ensure that the quality of the service is clinically and socially satisfactory, and will constantly seek improvement. It will regularly monitor all relevant aspects of the service, and make the results available to the purchaser. The Management Executive accepts the quality standards agreed with the unit's major purchaser, Lothian Health Board, which will apply to this contract. Each aspect of the service's general standards should be included in patient contracts.

Patients' accommodation will be comfortable, spacious and allow for individual privacy to agreed standards. The patients and their relatives or other carers will be treated with respect and dignity. The hospital environment will be attractive and clean, and safe for patients, creating an atmosphere which is calm and reassuring.

Following an initial pre-admission assessment visit to the patient by a senior member of the assessment team of the Brain Injury Rehabilitation Unit, residential assessment of the patients' physical, cognitive and behavioural problems will be conducted by a multi-disciplinary team. This may take up to 2 months to conduct. An individual plan for treatment will be prepared for each patient and each patient's progress monitored regularly.

While at the Brain Injury Rehabilitation Unit, patients will be attended by appropriately qualified and trained medical, nursing and therapy staff. Patients will be offered an identifiable nursing team providing continuity of care from admission to discharge. All staff will have the opportunity to participate in training programmes aimed at the further development of professional skills and understanding of the neuro-sciences and rehabilitation.

Medical/clinical audit will be an integral part of the service's operation, coupled with prospective research of outcome efficacy. This may appropriately develop in conjunction with audit in the related Astley Ainslie Service.

Continuity of Patient Care. It is probable that patients will require further care following their discharge from the Brain Injury Rehabilitation Unit. The unit and the referring Health Board should agree on appropriate discharge plan, involving the regional Social Work Department where appropriate. This should include as far as possible agreement in advance to the future placement of the patient and what therapy and support services will be required. The unit will liaise with statutory and voluntary agencies and with Health Boards to identify resources needed for the patients' return to the

community. The patients and their families should be included in every stage of the discharge planning process.

Discussions between the unit and the referring Health Board should also address the question of the most appropriate care for patients for whom rehabilitation turns out to be unsuccessful or only partly successful. It is highly desirable that this issue should be considered and agreed early in the assessment; the conclusions reached should then be kept under regular review. A comprehensive multi-disciplinary assessment will be undertaken of any patient remaining in the Unit after 2 years to assess the likely benefit to be gained from further treatment.

6.4 Right to Visit

The Management Executive retains the right to visit the Unit at the provider's convenience.

7. Teaching and Research

The unit staff are actively involved in teaching and training a wide range of health professionals at both undergraduate and postgraduate level. The unit will aim to continue this commitment to teaching and research in health related areas in the future.

8. Financial Arrangements

8.1 Agreement Structure

This agreement takes the form of a cost per case agreement. The full charge for this service has been agreed at £1,482 per patient week. This is to be charged by the provider to the referring Health Board who will then recover the subsidy of £240 per patient week from the Management Executive.

8.2 Funded Value of Agreement

The funded value is agreed as follows:

Cost per case payable by referring Board	£1,482
'Purchaser' subsidy	£240

The above figures include capital charges.

8.3 Invoicing Procedure

The invoice for the gross charge for any month may be raised with the purchasing Health Board as soon as possible after the end of that month. The claim for the subsidy should be made quarterly by individual Health Boards on Annex A and should be sent to NHS in Scotland, Management Executive, St Andrews House, Edinburgh, for attention of the Purchasing Branch in Room 247.

In the event of a central settlement system being introduced during the contract year the above guidance will be replaced.

8.4 Basis of Funding

The value of the agreement is based on the anticipated occupancy levels set out in paragraph 4. The value may be adjusted if the provider is likely to be unable to achieve the indicative activity level.

9. Performance Monitoring

9.1 Information Returns

The provider is responsible for the provision of information to the purchaser and for the validity, accuracy and timeliness of all returns and data. The primary source of data is the data return made directly by the Unit and the Board to the Information and Statistics Directorate of the Common Services Agency on behalf of the Management Executive on a monthly basis.

9.2 Quarterly Report

The provider will supply a report on the progress of the contract each quarter. This report should be submitted within one calendar month of the end of the quarter and should be in the format attached at Annex B.

9.3 Mid-Year Review

The service will be reviewed mid-year following receipt of the first 2 quarterly reports, the extent of the review depending on local circumstances. The purchaser will assess providers ability to achieve indicative activity levels. The review will consider any variations to the contract and agreement will be reached on any necessary adjustments to the final agreed activity levels and funded value of the agreement. Section 10 deals with variations due to unforeseen circumstances.

9.4 Annual Post-Contract Report and Review

An annual report on the contract will be required within 2 months of the end of the financial year to which the contract relates. The format for this report is set out at Annex C and in particular the report should refer to relevant aspects of quality, waiting times and referral patterns.

10. Variations to the Agreement

10.1 Variations

Variations will be considered in the event of unforeseen circumstances such as the occurrence of a major incident; emergency treatment needs; a major outbreak of illness or infection; industrial action.

10.2 Sub-Contracting

No sub-contracting shall be undertaken without the prior agreement in writing of the NHS Management Executive, although the unit's

staff will liaise with the Neuro-Rehabilitation Service at Astley Ainslie Hospital.

11. Resolution of Disputes

The Management Executive and the provider both resolve wherever possible to settle any disputes or disagreements in relation to this contract by negotiation.

In the unlikely event that these negotiations fail, the formal Disputes Procedure will be set in motion.

In the case of disputes, a panel of 3 General Managers not involved in the disagreement will be established to hear the case. This panel may call upon appropriate expertise or information as required to form a judgement. The recommendation of the panel will be forwarded to the Chief Executive, NHS in Scotland, for his decision.

The recommendation of the panel will be reported to the Chief Executive within one month of the panel being appointed. The Chief Executive's decision will be binding on both parties.

12. Contract Developments

During the contract period discussions will be held with the provider to determine the future development of this programme. In particular discussions will focus on the efficacy of the service and how to promote this and on the development of outcome measures.

Distribution

13. A copy of this service agreement is to be retained by the provider Unit.

For and on behalf of the Secretary of State for Scotland	For and on behalf of Lothian Health Board
Signature	Signature .....
Block Capitals ..F.F.GIBB....	Block Capitals .....
NHS Management Executive in Scotland, Scottish Office	General Manager
Date .....6 MAY 1992.....	Date .....

12.5.92

ANNEX B

NATIONAL SPECIALIST SERVICE: BRAIN INJURY REHABILITATION

SERVICE AGREEMENT WITH LOTHIAN HEALTH BOARD

1. Introduction

1.1 This agreement is between the Management Executive of the National Health Service in Scotland on behalf of all Health Boards as 'purchaser', for and on behalf of the Secretary of State for Scotland, and Lothian Health Board on behalf of Astley Ainsley Hospital as 'provider' is for the provision of assessment and rehabilitation of patients with brain injury.

1.2 The cost of the service will be subsidised by the Management Executive. The service will be charged to the patient's Health Board of residence and the subsidy will be reclaimed by individual Boards from the Management Executive.

1.3 This agreement shall cover the period from 1 April 1992 to 31 March 1993.

1.4 The agreement is made under the provisions of Section 30 of the National Health Service and Community Care Act 1990.

2. Objective

A comprehensive brain injury rehabilitation service which is an integral component of a national service to the population of Scotland.

3. Definition of Service

The assessment and rehabilitation of adult patients, aged 16 or over, suffering from behavioural, cognitive or physical disabilities, or a combination of these, resulting from brain injury however caused with the aim of restoring the patient to their maximum potential in physical, psychological and social terms. To this end, all patients will be assessed by a multi-professional team led by the Rehabilitation Medicine Specialists, with input from nursing, clinical psychology, occupational therapy, physiotherapy, speech therapy, social work and dietetics.

In addition the service will call on the expertise provided from neuro-surgery, psychiatry, orthopaedic and general medical services as indicated by the specific needs of each patient.

Following detailed assessment, and discussion with the patient's family, a rehabilitation programme with specific goals will be formulated for each individual patient. Rehabilitation programmes will be carefully monitored and adjusted as necessary.

Treatment programmes will include the provision of progress reports each month to the referring clinician which will indicate the level of achievement attained by each patient. A final assessment and written report of each patient's condition will be provided both to the referring clinician and to the referring Boards' Chief Administrative Medical Officer within 7 working days of the patient's discharge.

The service will not provide long stay care for totally dependent vegetative patients for whom an intensive rehabilitation programme would be inappropriate or for patients suffering severe behavioural disturbance.

4. Activity Level

The provider will aim to operate on the basis of a 90% bed occupancy for this 20 bed unit. The provider will advise the purchaser if activity falls below 75% occupancy level over 2 consecutive months.

5. Referral

Referrals to the service will be accepted from appropriate consultants and will be expected from all parts of Scotland. In the interests of patients and to make the most effective use of available places, Health Boards will be encouraged to discuss in advance with the unit the number of patients whom they anticipate might wish to refer to the unit.

Referred patients will be assessed by a consultant or senior member of multi-disciplinary team. The resultant opinion regarding clinical management will be given within 2 weeks to the referring doctor.

6. Quality

6.1 Central Guidance

The provider will be expected to comply with all relevant guidance, legislation and statutory instruments.

6.2 Waiting Times

The provider will arrange his admissions so that no NHS patient assessed to be suitable for rehabilitation waits more than 3 months between the date when the referring Health Board first contacts the unit to refer the patient for assessment and the date of admission of that patient for rehabilitation. The waiting time for assessment will be 2 weeks from the receipt of the referral letter.

6.3 Standards and Issues

The provider will ensure that the quality of the service is clinically and socially satisfactory, and will constantly seek improvement. It will regularly monitor all relevant aspects of the service, and make the results available to the purchaser. The purchaser accepts the quality standards agreed with the Unit's major purchaser, Lothian Health Board, which will apply to this contract. Each aspect of the service's general standards should be agreed between the unit and the referring Health Board and included in patient contracts.

Quality assurance. Patients' accommodation will be comfortable, spacious and allow for individual privacy. On site clinical support services are incorporated.

Following initial assessment visits to the patient by a senior member of the assessment team of the Brain Injury Rehabilitation Unit, residential assessment of the patients' physical, cognitive and behavioural problems will be conducted by a multi-disciplinary team.

An individual plan for treatment will be prepared for each patient and each patient's progress monitored regularly.

While at the Brain Injury Rehabilitation Unit, patients will be attended by appropriately qualified and trained medical, nursing and therapy staff. Patients will be offered an identifiable nursing team providing continuity of care from admission to discharge. All staff will have the opportunity to participate in training programmes aimed at the further development of professional skills and understanding of the neuro-sciences and rehabilitation. All clinical staff will be encouraged to participate in regular clinical audit and work with colleagues towards establishing useful tools for measuring psychological well-being, social skills and other valid outcomes. The unit will maintain accurate data records for audit and will be committed to developing appropriate audit tools in collaboration with other similar centres in the UK. The unit will assess the quality of nursing practice through the nursing quality measurement scale concentrating on issues which lead to improvement of patient care.

Continuity of Patient Care. It is probable that patients will require further care following their discharge from the Brain Injury Rehabilitation Unit. The unit and the referring Health Board should agree on appropriate discharge plan, involving the regional Social Work Department where appropriate. This should include as far as possible agreement in advance to the future placement of the patient and what therapy and support services will be required. The unit will liaise with statutory and voluntary agencies and with Health Boards to identify resources needed for the patients' return to the community. The patients and their families should be included in every stage of the discharge planning process.

Discussions between the unit and the referring Health Board should also address the question of the most appropriate care for patients for whom rehabilitation turns out to be unsuccessful or only partly successful. It is highly desirable that this issue should be considered and agreed early in the assessment; the conclusions reached should then be kept under regular review.

Consumer Surveys. The unit will develop questionnaires designed for patients and their relatives. These questionnaires will seek information to enable the unit to assess the quality of service given to patients. A questionnaire will be sent to all referring clinicians at the end of the first full year of operation of the service to determine their opinion as to the value of the service to their patients.

6.4 Right to Visit

The Management Executive retains the right to visit the Unit at the provider's convenience.

7. Teaching and Research

The unit staff are actively involved in teaching and training a wide range of health professionals and both undergraduate and postgraduate level. Staff have also contributed to research in the field of head injury rehabilitation. The unit will aim to continue this commitment to teaching and research in health related areas in the future.

8. Financial Arrangements

8.1 Agreement Structure

This agreement takes the form of a cost per case agreement. The full charge for this service has been agreed at £855 per patient week. This is to be charged by the provider to the referring Health Board who will then recover the subsidy of £161 per patient week from the Management Executive.

8.2 Funded Value of Agreement.

The funded value is agreed as follows:

Cost per case payable by referring Board	£855
'Purchaser' subsidy	£161

8.3 Invoicing Procedure

The invoice for the gross charge for any month may be raised with the purchasing Health Board as soon as possible after the end of that month. The claim for the subsidy should be made quarterly by individual Health Boards on Annex A and should be sent to NHS in Scotland, Management Executive, St Andrews House, Edinburgh, for attention of the Purchasing Branch in Room 247.

In the event of a central settlement system being introduced during the contract year the above guidance will be replaced.

8.4 Basis of Funding

The value of the agreement is based on the anticipated occupancy levels set out in paragraph 4. The value may be adjusted if the provider is likely to be unable to achieve the indicative activity level.

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9.1 Information Returns

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9.3 Mid-Year Review

The service will be reviewed mid-year following receipt of the first 2 quarterly reports, the extent of the review depending on local circumstances. The purchaser will assess providers' ability to achieve indicative activity levels. The review will consider any variations to the contract and agreement will be reached on any necessary adjustments to the final agreed activity levels and funded value of the agreement. Section 10 deals with variations due to unforeseen circumstances.

9.4 Annual Post-Contract Report and Review

An annual report on the contract will be required within 2 months of the end of the financial year to which the contract relates. The format for this report is set out at Annex C and in particular the report should refer to relevant aspects of quality, waiting times and referral patterns.

10. Variations to the Agreement

10.1 Variations

Variations will be considered in the event of unforeseen circumstances such as the occurrence of a major incident; emergency treatment needs; a major outbreak of illness or infection; industrial action.

10.2 Sub-Contracting

No sub-contracting shall be undertaken without the prior agreement in writing of the NHS Management Executive.

11. Resolution of Disputes

The Management Executive and the provider both resolve wherever possible to settle any disputes or disagreements in relation to this contract by negotiation.

In the unlikely event that these negotiations fail, the formal Disputes Procedure will be set in motion.

In the case of disputes, a panel of 3 General Managers not involved in the disagreement will be established to hear the case. This panel may call upon appropriate expertise or information as required to form a judgement. The recommendation of the panel will be forwarded to the Chief Executive, NHS in Scotland, for his decision.

The recommendation of the panel will be reported to the Chief Executive within one month of the panel being appointed. The Chief Executive's decision will be binding on both parties.

12. Contract Developments

During the contract period discussions will be held with the provider to determine the future development of this programme. In particular how to promote this and on the development of outcome measures.

Distribution

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For and on behalf of the Secretary of State for Scotland

Signature ....F.F.G.66.....

Block Capitals ...F.F.GIBB...

NHS Management Executive in Scotland, Scottish Office

Date .....6.MAY.1992.....

For and on behalf of Lothian Health Board

Signature .....

Block Capitals .....K.D.BOOT.....

General Manager

Date .....13.5.92...