



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**

Summary

1. NHS MEL(1993)68 described the arrangements in 1993/94 for referring patients to the 3 designated centres for assessment and rehabilitation of patients with acquired brain injury, however caused. This letter outlines the arrangements for referral of patients during 1994/95 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. There are no substantial changes. The background to this letter is given at Annex A.

Action

2. Health Boards should make payments to Edinburgh Healthcare NHS Trust or Scotcare Group Limited in full. Boards should also return information on the forms enclosed at Annex E, a, b, and c each quarter. The National Services Division, Common Services Agency will refund Health Boards at the rate of:

£200 per patient week at the Astley Ainslie Hospital and Murdostoun Castle; and

£260 per patient week at the Royal Edinburgh Hospital.

The subsidy will be paid directly into the Board's account from 1994/95.

3. 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

30 June 1994

Addresses

For action:

General Managers,
Health Boards

Chief Executives
NHS Trusts

Chief Executive,
Scotcare Group Ltd

Unit General Managers

For Information:

General Manager,
Common Services Agency

General Manager,
State Hospital

General Manager,
Health Education Board
for Scotland

Enquiries to:

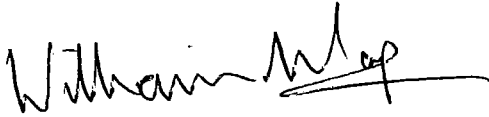
Mr Jeremy Taylor
Strategic Planning and
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Executive
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EDINBURGH
EH1 3DG

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NHS:
MEL(1994)65

treated for head injuries who may be referred in the future. Health Boards should satisfy themselves that their referrals fully reflect the level of assessed need for these services.

Yours sincerely

A handwritten signature in black ink, appearing to read 'William Moyes', with a horizontal line underneath.

W MOYES
Directorate of Strategic Management

ANNEX A

Current Position

1. Discussions have now taken place between the National Services Division of the Common Services Agency and Edinburgh Healthcare NHS Trust and Scotcare Group Limited to negotiate the terms of the contracts for the provision of services for brain injured patients in 1994/95. Revised service agreements for provision at Astley Ainslie and Royal Edinburgh Hospitals are attached as Annex B and C of this letter. Referrals of patients by Health Boards to Scotcare are governed by The Health Boards (Referrals to Scotcare Group Limited) Direction 1994, a copy of which is enclosed at Annex D. This Direction prescribes 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.

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

Payment and Central Funding

3. 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 1994/95:

Astley Ainslie Hospital	-	£1,019 per patient week.
Scotcare Group Limited	-	£944 per patient week.
Royal Edinburgh Hospital	-	£1,601 per patient week.

4. 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 1994 and will apply to existing as well as new patients.

NATIONAL SPECIALIST SERVICE: BRAIN INJURY REHABILITATION
SERVICE AGREEMENT WITH EDINBURGH HEALTHCARE NHS TRUST
(ASTLEY AINSLIE HOSPITAL)

1. Introduction

1.1 This agreement is between the National Service Division 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 Edinburgh Healthcare NHS Trust as 'provider' for the assessment and rehabilitation of patients with brain injury.

1.2 This agreement shall cover the period from 1 April 1994 to 31 March 1995.

1.3 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. The service will aim to restore the patient to their maximum potential in physical, psychological and social terms.

Service Specification

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 relation to assessment of the patients' physical, cognitive and behavioural problems.

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

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.

- 1) Rehabilitation programmes will be carefully monitored and adjusted as necessary. An individual plan for treatment will be prepared for each patient and each patient's progress monitored regularly.
- 2) While at the Brain Injury Rehabilitation Unit, patients will be attended by appropriately qualified and trained medical, nursing and therapy staff. Care will be provided by an identifiable nursing team to ensure continuity of care from admission to discharge.

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 Board's 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 minimum basis of 85% 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 referring 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 of Care**

6.1 **General Standards**

a) **Central Guidance**

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

b) **Major Purchaser**

The Quality Standards agreed between the provider and their primary purchaser will be applied to the contract with National Services Division. Each aspect of the service's general standards should be agreed between the unit and the referring Health Boards and will be included in service agreements between the 2 parties.

The provider will agree with National Services Division an appropriate reporting mechanism for contract and service standards. This will include:-

- i) A summary report from the provider on the applicability of the primary purchaser's quality standards to this agreement. Submission will be within 3 months of commencement date for this contract.
- ii) An agreed schedule for monitoring and reporting on quality and service standards.
- iii) Provision for ongoing discussions and unit visits by the purchasers to support contract monitoring and evaluation.

c) **National Services Division**

The following additional standards should be applied:-

Patient Information. The patient and their family will be included in every stage of the assessment, rehabilitation programme and discharge planning process. Examples will be provided of patient information packs. Information giving will be reviewed regularly in response to individual patient and family needs.

Health Promotion and Education. The provider unit will incorporate Health Promotion and Patient Education into its daily activities. Particular attention should be given to appropriate advice to patients, staff development and identifying a lead individual with responsibility for implementing health promotion activity.

Discharge Procedures. The unit and the referring Health Board will agree on an individual discharge plan, involving the regional Social Work Department where appropriate. This should include agreement in advance as to the future placement of the patient following discharge and is to include therapy and support services required. The unit will liaise with statutory and voluntary agencies and with Health Boards to identify resources needed for the patient's return to the community.

Patient Feedback. To put in place effective arrangements for identifying and monitoring patient feedback during assessment and rehabilitation and post discharge. This should include the use of family and patient support networks, satisfaction surveys and incorporate the referring clinician's and/or lead professional carer's perspective on the service.

Waiting Times. No patient assessed and waiting for admission to the unit will wait more than 3 months once referred by a Health Board. The waiting time for assessment will be no more than 2 weeks from receipt of Health Board referral.

Patient Accommodation. Accommodation will be comfortable, spacious and allow for individual privacy. On site clinical support services will be incorporated.

Skilled Care. All staff will have the opportunity to participate in training programmes to develop professional skills and enhance understanding of neuro-science and rehabilitation care.

6.2 Clinical Audit and Outcome Measurements

a) General

Providers will ensure that the quality of service is clinically and socially satisfactory and will constantly seek improvement demonstrating this through systematic clinical audit. They will regularly monitor all relevant aspects of the service and make the results available to the purchaser. Documentation should include:-

- aggregated and anonymised data reporting clinical care;
- anonymised summaries of regular clinical audit meetings including the frequency of meetings; disciplines included; clinical complaints; deaths and complications, and the changes recommended to improve clinical care.

All clinical staff will be encouraged to participate in regular clinical audit. Accurate data and audit records will be maintained and the unit will be committed to developing appropriate audit tools in collaboration with other similar centres in the UK.

b) Service Specific

- i) The unit and the referring Health Board will agree on an individualised discharge plan, involving the regional Social Work Department where appropriate. This should include agreement in advance as to the future placement of the patient following discharge and is to include therapy and support services required. The unit will liaise with statutory and voluntary agencies and with Health Boards to identify resources needed from the patients' return to the community.
- ii) The unit will monitor the intervals between acute brain injury, referral and admission to the rehabilitation unit.
- iii) The unit will monitor the interval between the planned and actual dates of discharge, and the appropriateness of arrangements reported to be in place for the patient on discharge.
- iv) The purchaser recognises the unit's commitment to development and evaluation of the Functional Assessment Measurement (FAM) score as an assessor of clinical progress and for audit purposes.

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. 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 £1019 per patient week. This is to be charged by the provider to the referring Health Board who will then recover the subsidy of £200 per patient week from the National Services Division.

8.2 Funded Value of Agreement

The funded value is agreed as follows:

Cost per patient week payable by referring Board	£1019
'Purchaser' subsidy (per patient week)	£200

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 National Services Division, Common Services Agency, Trinity Park House, South Trinity Road, EDINBURGH, EH5 3SE by the last day of July, October and January. The final Quarter anticipated claim for period January to March is to be submitted by 7 March 1995. Failure to meet these targets will result in invoices not being paid.

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 National Services Division on a monthly basis.

9.2 Right to Visit

The National Services Division retains the right to visit the Unit at the provider's convenience.

9.3 Mid-Year Report

The provider will supply a report on the progress of the contract after 6 months. This report should be submitted by 31 October and should be in the format attached at Annex B. The report will be circulated to and discussed with the purchasing Health Boards.

9.4 Mid-Year Review

The service will be reviewed mid-year following receipt of the six monthly report, the extent of the review depending on local circumstances and the outcome of discussions with purchasers. National Services Division will assess providers' ability to achieve indicative activity levels. Section 10 deals with variations due to unforeseen circumstances.

9.5 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 National Services Division.

11. Resolution of Disputes

The purchaser 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 will be established to hear the case as laid out in NHS circular Fin (Con) (1992) 1. 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.

13. **Distribution**

A copy of this service agreement is to be retained by the Clinical Director.

For and on behalf of
the Secretary of State
for Scotland

Signature *Francis F. Gibb*

Block Capitals *FF Gibb*

National Services Division

Date *15 March 1994*

For and on behalf of
Edinburgh Healthcare NHS Trust

Signature *David J. Piott*

Block Capitals *DAVID J. PIOTT*

Chief Executive

Date *31 MARCH 1994*

Signature

Block Capitals

Clinical Director

Provider -

Contract -

NATIONAL SPECIALIST SERVICE - SIX MONTH REPORT 1994/95

Statement of activity:

- analysis of in-patients - assessed
 - admitted
 - discharged
- referral patterns

Analysis of bed days:

- total in-patient bed days -
- available bed days -

Length of stay

- mean length of stay
- median length of stay
- range of lengths of stay

Achievement of contract objectives:

- details of contract variations
- reasons for variation

Progress with use of the FAM scoring system for assessing rehabilitation

- Other areas of audit
- delays in referral
 - discharge arrangements

Notification of anticipated problems

Waiting times update

Provider -

Contract -

NATIONAL SPECIALIST SERVICE - ANNUAL CONTRACT REPORT
1994/95

- Introduction
- Activity level and Analysis of Trends
- Analysis of Demand and Referral Patterns
- Waiting Times
- Quality of Care Issues
- Clinical Audit and Outcome Measures including new developments
- Teaching and Research Activities
- Financial Profile
- Service Developments and Future Plans
- Summary and Conclusions

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

SERVICE AGREEMENT WITH EDINBURGH HEALTHCARE NHS TRUST (ROYAL EDINBURGH HOSPITAL)

1. Introduction

1.1 This agreement is between the National Services Division of the National Health Service in Scotland on behalf of all Health Boards as 'purchaser', for and on behalf of the Edinburgh Healthcare NHS Trust as 'provider' for the provision of assessment and rehabilitation of patients with brain injury with associated behaviour disorders.

1.3 This agreement shall cover the period from 1 April 1994 to 31 March 1995.

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 as 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. The service will be directed towards securing development of the patient's optimum recovery, independence and integration with the community.

Service Specification

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 the 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 will be designed according to the specific needs of each patient and in collaboration with the family or main carer. This will 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 psychiatry, orthopaedic and general medicine services.

The rehabilitation programme for each patient will include:

- the identification of rehabilitation goals;
- provision of a rehabilitation plan;
- 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 or main carer;
- 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 from whom an intensive rehabilitation programme would be inappropriate.

The cost of the service will be subsidised by the National Services Division. The service will be charged to the patient's Health Board of residence and the subsidy will be claimed by individual Boards from the National Services Division.

4. Activity Level

The Brain Injury Rehabilitation Unit will have up to 11 bed places for resident patients and facilities for therapy. The provider will aim to operate on the basis of an available bed complement of 10. 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 of Care

6.1 General Standards

a) Central Guidance

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

b) Major Purchaser

The Quality Standards agreed between the provider and their primary purchaser will be applied to the contract with National Services Division. The provider will agree with National Services Division on an appropriate reporting mechanism for contract and service standards. This will include:

- i) A summary report from the provider on the applicability of the primary purchaser's quality standards to this agreement. Submission will be within 3 months of commencement date for this contract.**
- ii) An agreed schedule for monitoring and reporting on quality and service standards.**
- iii) Provision for ongoing discussions and unit visits by the purchasers to support contract monitoring and evaluation.**

c) National Services Division

The following additional standards should be applied:

Patient Information. The patient and their family will be included in every stage of the assessment rehabilitation programme and discharge planning process. The purchaser recognises the unit's initiative in producing high quality published information for professional and lay readership. Information given will be reviewed regularly in response to individual patient and family needs.

Patient Feedback. The unit maintains effective arrangements for identifying and monitoring patient and family feedback during assessment, rehabilitation and towards discharge. This includes the use of family and patient support networks and may develop to incorporate the perspective of the referring

clinicians and/or lead professional with responsibility for the patient's continuing care.

Assessment. 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.

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.

Patient Accommodation. The potential for aggressive and seriously disruptive behaviour requires that rehabilitation takes place in a separate unit for the safety of other patients and staff. Night time accommodation will be mostly in single bedrooms.

Skilled Care. All staff will have the opportunity to participate in training programmes to develop professional skills and enhance understanding of neuro-science and rehabilitation care.

Discharge Procedures. The unit and the referring Health Board will liaise to agree on an individual discharge plan, beginning as early as practicable during the patient's stay and involving the regional Social Work Department where appropriate. This should include agreement in advance as to the future placement of the patient following discharge and is to include therapy and support services required. The unit will liaise with statutory and voluntary agencies and with Health Boards to identify resources needed for the patient's return to the community.

Health Promotion and Education. The provider unit will incorporate Health Promotion and Patient Education into its daily activities. Particular attention should be given to appropriate advice to patients and families, staff development and identifying a lead individual with responsibility for implementing health promotion activity.

6.2 Clinical Audit and Outcome Measurements

a) General

Providers will ensure that the quality of service is clinically and socially satisfactory and will constantly seek improvement demonstrating this through systematic clinical audit. They will regularly monitor all relevant aspects of the service and make the results available to the purchaser. Documentation should include:-

- aggregated and anonymised data reporting clinical care;
- anonymised summaries of regular clinical audit meetings including the frequency of meetings; disciplines included; clinical complaints; any deaths and complications, and the changes recommended to improve clinical care.

All clinical staff will be encouraged to participate in regular clinical audit. Accurate data and audit records will be maintained and the unit will be committed to developing appropriate audit tools in collaboration with other similar centres in the UK.

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 Hospital Service.

b) Service Specific

- i) The unit will monitor the delay between acute brain injury and referral for rehabilitation.
- ii) The unit will monitor the interval between planned and actual dates of discharge, and the appropriateness and comprehensiveness of arrangements made for return of the patient to a local setting.
- iii) The purchaser recognises and supports the efforts of the unit to develop standard measures of assessment to guide patient rehabilitation and inform audit.

7. Teaching and Research

The purchaser recognises the unit's active involvement in teaching and training a wide range of health professionals at both undergraduate and postgraduate level. The provider is encouraged to continue this commitment to teaching and research in health related areas.

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 £1,601 per patient week. This is to be charged by the provider to the referring Health Board who will then recover the subsidy of £260 per patient week from the National Services Division.

8.2 Funded Value of Agreement

The funded value is agreed as follows:

Cost per patient week payable by referring Board	£1,601
'Purchaser' subsidy (per patient week)	£ 260

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 National Services Division, Common Services Agency, Trinity Park House, South Trinity Road, EDINBURGH, EH5 3SE by the last day of July, October and January. The final quarter's anticipated claim for period January to March is to be submitted by 7 March 1995. Failure to meet these targets will result in invoices not being paid.

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 National Services Division on a monthly basis.

9.2 Right to Visit

The National Services Division retains the right to visit the Unit at the provider's convenience.

9.3 Mid-Year Report

The provider will supply a report on the progress of the contract after 6 months. This report should be submitted by 31 October and should be in the format of Annex B. The report will be circulated to and discussed with purchasing Health Boards.

9.4 Mid-Year Review

The service will be reviewed mid-year following receipt of the six month report and the outcome of discussions with purchasers, the extent of the review depending on local circumstances. The National Services Division will assess providers ability to achieve indicative activity levels. Section 10 deals with variations due to unforeseen circumstances.

9.5 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 National Services Division, although the unit's staff will liaise with the Neuro-Rehabilitation Service at Astley Ainslie Hospital.

11. Resolution of Disputes

The purchaser 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 will be established to hear the case as laid out in NHS Circular Fin (Con) (1992) 1. 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 efficiency of the service, how to promote this, and on the development of outcome measures.

13. Distribution

A copy of this service agreement is to be retained by the Clinical Director.

For and on behalf of
the Secretary of State
for Scotland

Signature *F. F. GIBB*

Block Capitals *F F GIBB*

National Services Division

Date *15 March 1994*

For and on behalf of
Edinburgh Healthcare NHS Trust

Signature *David J. Prigott*

Block Capitals *DAVID J. PRIGOTT*

Chief Executive

Date *31 MARCH 1994*

Signature

Block Capitals

Clinical Director

Provider -

Contract -

NATIONAL SPECIALIST SERVICE - SIX MONTH REPORT 1994/95

Statement of activity:

- analysis of in-patients -
 - assessed
 - admitted
 - discharged

- referral patterns

Analysis of bed days:

- total in-patient bed days -
- available bed days -

Length of stay:

- mean length of stay
- median length of stay
- range of lengths of stay

Achievement of contract objectives:

- details of contract variations
- reasons for variations

Audit Progress:

- referral and discharge delays
- development of rehabilitation assessment methods

Waiting times update

Notification of anticipated problems

Provider -

Contract -

**NATIONAL SPECIALIST SERVICE - ANNUAL CONTRACT REPORT
1994/95**

- Introduction
- Activity level and Analysis of Trends
- Analysis of Demand and Referral Patterns
- Waiting Times
- Quality of Care Issues
- Clinical Audit and Outcome Measures including new developments
- Teaching and Research Activities
- Financial Profile
- Service Developments and Future Plans
- Summary and Conclusions

**THE HEALTH BOARDS (REFERRALS TO SCOTCARE GROUP LIMITED) DIRECTION
1994**

The Secretary of State, in exercise of the powers conferred on him by sections 2(5) and 105(7) of the National Health Service (Scotland) Act 1978 and of all other powers enabling him in that behalf hereby gives to each Health Board constituted under section 2(1)(a) of the said Act the following Direction:-

1. Citation commencement and interpretation

1.1 This Direction may be cited as the Health Boards (Referrals to Scotcare Group Limited) Direction 1994, shall come into force on 1 April 1994.

1.2 In this Direction the following expressions have the meanings given to them in this paragraph:-

"the 1978 Act" means the National Health Service (Scotland) Act 1978 as amended at the date of making this Direction;

"contract" means the contract which is referred to in paragraph 3 of this Direction;

"patient" means a person who is suffering from behavioural, cognitive or physical disabilities, or a combination of those, resulting from brain injury however caused; and who is receiving health care therefor under the provisions of the 1978 Act at a health service hospital;

"rehabilitation unit" means the Brain Injury Rehabilitation Unit owned and operated by Scotcare at Murdostoun Castle aforesaid;

"Scotcare" means the Scotcare Group Limited, a Company incorporated in Edinburgh under the Companies Acts whose registered number is 95794 and whose registered office is situated at Murdostoun Castle, Bonkle, Newmains, Lanarkshire;

and

"the Secretary of State" means the Secretary of State for Scotland.

2. Referral to Scotcare

In respect that the Secretary of State wishes to encourage Health Boards to enter into arrangements under section 37 of the 1978 Act for referral of patients to Scotcare for assessment and rehabilitation at the Rehabilitation Unit each Health Board in Scotland shall consider from time to time whether in appropriate cases to refer such a patient for assessment or rehabilitation to Scotcare.

3. Contract with Scotcare

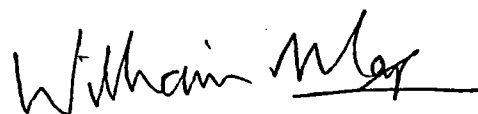
Any patient referred to Scotcare shall be so referred only on the basis of a contract in terms of the draft annexed to this Direction, the terms of which shall be varied only with the express prior written consent of the Secretary of State. Before referring any patient or entering into any such contract a Health Board will inform the Secretary of State.

4. Charge

Health Boards will ensure that in every case where a patient is referred to Scotcare the charge payable by that Board in respect of that patient shall be the sum of £944 per week. This shall not be varied without the express prior written consent of the Secretary of State. Health Boards will ensure that any patient referred to Scotcare for rehabilitation or assessment shall be treated free of charge to that patient in accordance with section 1 of the 1978 Act.

5. Continuity of Care

In the event that Scotcare is unable or unwilling to continue to provide care for any patient in accordance with the Contract entered into with any Health Board such Health Board shall make arrangements as soon as reasonably possible to remove from the rehabilitation unit any patient who is the subject of any Contract and to provide for the continuation of treatment for such patient under the provisions of the 1978 Act at a hospital or other establishment approved by the Secretary of State for this purpose.



Assistant Secretary

Scottish Office Home and Health Department
St Andrews House
EDINBURGH

1994

ANNEX E (a)

**NATIONAL SPECIALIST SERVICE
BRAIN INJURY REHABILITATION SERVICE**

1. Return by _____ Health Board.
2. Use of Brain Injury Rehabilitation Unit at the Astley Ainslie Hospital, during the 3 months (See Note 1):
 - a. Aggregate patient weeks for residential assessment:
 - b. Aggregate patient weeks for residential rehabilitation:
 - c. List for each patient receiving residential rehabilitation (on separate sheet if necessary) (See Note 2):
 - i. date of admission for rehabilitation:
 - ii number of weeks of rehabilitation in this quarter:
 - iii date of discharge from the Astley Ainslie Hospital:
 - d. Aggregate payments made/due to Edinburgh Healthcare NHS Trust this quarter: £_____.
 - e. Subsidy claimed (at £200 per patient week and pro rata for periods of less than one week) in respect of this quarter.

3. Future use of this Brain Injury Rehabilitation Unit, during the next 3 months (See Note 1):

Estimated number of patient weeks of rehabilitation for patients currently resident at the Unit: _____ weeks.

Estimated number of new patients to be referred to the _____ Hospital for assessment/rehabilitation:

Note 1: Please return this form with the required information for the quarters April-June, July-September, October-December and January-March.

Returns should be made by the last day of the following month for the first 3 quarters and by 7 March 1995 for the final quarter.

Note 2: Names or other patient identifiers should not be included.

Please send this completed with accompanying invoice to Ms J Corrigan, National Services Division, Common Services Agency, Trinity Park House, South Trinity Road, EDINBURGH, EH5 3SE.

ANNEX E (b)

**NATIONAL SPECIALIST SERVICE
BRAIN INJURY REHABILITATION SERVICE**

1. Return by _____ Health Board.
2. Use of Brain Injury Rehabilitation Unit at the **Royal Edinburgh Hospital**, during the 3 months (See Note 1):
 - a. Aggregate patient weeks for residential assessment:
 - b. Aggregate patient weeks for residential rehabilitation:
 - c. List for each patient receiving residential rehabilitation (on separate sheet if necessary) (See Note 2):
 - i. date of admission for rehabilitation:
 - ii number of weeks of rehabilitation in this quarter:
 - iii date of discharge from the Royal Edinburgh Hospital:
 - d. Aggregate payments made/due to Edinburgh Healthcare NHS Trust this quarter: £_____.
 - e. Subsidy claimed (at £260 per patient week and pro rata for periods of less than one week) in respect of this quarter.
3. Future use of this Brain Injury Rehabilitation Unit, during the next 3 months (See Note 1):

Estimated number of patient weeks of rehabilitation for patients currently resident at the Unit: _____ weeks.

Estimated number of new patients to be referred to the _____ Hospital for assessment/rehabilitation:

Note 1: Please return this form with the required information for the quarters April-June, July-September, October-December and January-March.

Returns should be made by the last day of the following month for the first 3 quarters and by 7 March 1995 for the final quarter.

Note 2: Names or other patient identifiers should not be included.

**Please send this completed with accompanying invoice to
Ms J Corrigan, National Services Division, Common Services
Agency, Trinity Park House, South Trinity Road, EDINBURGH,
EH5 3SE.**

ANNEX E (c)

**NATIONAL SPECIALIST SERVICE
BRAIN INJURY REHABILITATION SERVICE**

1. Return by _____ Health Board.
2. Use of Brain Injury Rehabilitation Unit at **Scotcare Group Ltd, Murdostoun Castle, Wishaw**, during the 3 months (See Note 1):
 - a. Aggregate patient weeks for residential assessment:
 - b. Aggregate patient weeks for residential rehabilitation:
 - c. List for each patient receiving residential rehabilitation (on separate sheet if necessary) (See Note 2):
 - i. date of admission for rehabilitation:
 - ii number of weeks of rehabilitation in this quarter:
 - iii date of discharge from Scotcare, Murdostoun Castle:
 - d. Aggregate payments made/due to Scotcare Group Ltd this quarter:
£ _____.
 - e. Subsidy claimed (at £200 per patient week and pro rata for periods of less than one week) in respect of this quarter.
3. Future use of this Brain Injury Rehabilitation Unit, during the next 3 months (See Note 1):

Estimated number of patient weeks of rehabilitation for patients currently resident at the Unit: _____ weeks.

Estimated number of new patients to be referred to the _____ Hospital for assessment/rehabilitation:

Note 1: Please return this form with the required information for the quarters April-June, July-September, October-December and January-March.

Returns should be made by the last day of the following month for the first 3 quarters and by 7 March 1995 for the final quarter.

Note 2: Names or other patient identifiers should not be included.

**Please send this completed with accompanying invoice to
Ms J Corrigan, National Services Division, Common Services
Agency, Trinity Park House, South Trinity Road, EDINBURGH,
EH5 3SE.**