

REGULATION (EEC) 815/84
CODE: 815910100
PROGRAM (1993-1994)

I. General

The "Leros II" programme (1993-94) is a special programme under Regulation (EEC) 815/84 and constitutes the continuation and extension of the special programme "Leros" approved by the Commission in December 1990 and implemented over the period 1991-92.

"Leros II" programme forms part of the comprehensive revised programme for psychiatric reform under Regulation (EEC) 815/84 approved by the Commission in December 1991.

The structure of the programme is as follows:

Subprogramme 1: Operation of 13 hostels in the mainland of Greece for former patients of Leros psychiatric hospital (and for a limited number of former patients of other psychiatric institutions)

Measure 1: Operation of 13 therapeutic hostels, each for 10 people.

Measure 2: Development of activities aiming at the rehabilitation, independent lifestyle and social/occupational integration of current and former residents of these hostels.

Subprogramme 2: Therapeutic and training actions aiming at the deinstitutionalisation of Leros psychiatric hospital - improvement of sanitation and living conditions - creation and operation of new residential structures (hostels, apartments) outside the hospital.

Measure 1: Actions to deinstitutionalise 300 patients.

Measure 2: Actions to deinstitutionalise 160 patients.

Measure 3: Actions to deinstitutionalise 130 patients.

Measure 4: Actions to deinstitutionalise 250 patients.

Measure 5: Parallel actions (of a general nature) designed to support the deinstitutionalisation of all patients (850 persons).

Subprogramme 3: Therapeutic and training actions aiming at the deinstitutionalisation of the former KEPEP (Children's Hospital Centre) PJKPA institution at Leros (now the Department for Persons with Special Needs of the Leros psychiatric hospital)
- creation of a therapeutic residential hostel.

Measure 1: Actions to deinstitutionalise all the patients of the former KEPEP PIKPA institution in Leros.

Measure 2: Creation and operation of a residential therapeutic hostel in the Athens area.

Implementation period for the programme: 1 January 1993 - 31 December 1994

The structure of each subprogramme is as follows:

- A: Description of the measures - implementation timetable
- B: Staff
- C: Detailed budget
- D: New structures planned
- E: Organisational and other issues: implementation procedures and mechanisms

It should be noted that all the measures included in these subprogrammes are made up of phases each of a specific duration and with specific aims, thus enabling ongoing monitoring, control and assessment of progress, not only of the individual measures and subprogrammes but also of the Programme as a whole.

II Description of the issues involved

In December 1990 a special two-year programme was approved for the reform of the psychiatric hospital and the KEPEP PIKPA institution in Leros. This programme provided for the implementation of a number of therapeutic and training actions in these two institutions with the aim of deinstitutionalising, and rehabilitating a number of patients, together with preparing patients and transferring them to new structures outside the hospital for the provision of nursing care and accommodation, the improvement of living conditions and treatment in the two institutions, the development of cooperative activities, training of permanent staff, etc.

Following the completion of the first two-year programme, it became apparent that its implementation had made a decisive contribution to the rehabilitation and deinstitutionalisation of a number of patients, together with improving certain departments of the psychiatric institutions. This achievement was in large part due to the teams of Greek and foreign mental-health professionals (and volunteers) who participated in the programme. Nevertheless, much remains to be done in terms of upgrading the treatment and living conditions in the psychiatric institutions of Leros, achieving gradual deinstitutionalisation and radically reforming these institutions.

To this end, as part of the revised programme for psychiatric reform approved by the Commission in December 1991, provision was made for further improvements in the condition of the buildings (better sanitation, etc.) in many wards of the hospital as well as measures to assist the creation or adaptation of alternative small sub-units so as to reduce the overcrowding of patients in many departments and to ensure dignified living conditions should it prove necessary to abandon the existing buildings.

In the light of the above, and in order to follow up the successful action undertaken over the past two years (1991-92), a new special two-year programme for Leros was drawn up comprising a whole set of measures to cater for all departments and patients of the psychiatric establishments at Leros.

The new programme fulfils all requirements in terms of its planning, timetable and objectives. It adopts and embodies all of the observations made by the independent group of experts with regard to the development of this programme, described in detail in the following chapters.

III Objectives of the programme

1. The "Leros II" programme is one element of the policy of the Ministry of Health, Welfare and Social Security with regard to psychiatric reform in Greece.

2. The long-term goal of the programme, and of the Ministry's policy, is the gradual scaling down of the Leros psychiatric hospital (including the former KEPEP PIKPA on Leros) in order eventually to be able to provide a psychiatric service for the region by developing a modern psychiatric unit.
3. The medium-term goal of the programme is the transformation of the Leros psychiatric hospital by the end of 1994 into an open psychiatric unit fully integrated into the community life of the island.
4. The immediate goal of the programme is a radical improvement in the material living and treatment conditions and the upgrading of all departments of the Leros psychiatric hospital not yet transformed as a result of action taken under the two-year "Leros" programme (1991-92).
5. The individual goals and guidelines for the programme are as follows:
 - 5.1 The radical upgrading of the material living conditions of all patients of the Leros psychiatric hospital including those with multiple disabilities who are patients of the former KEPEP PIKPA on Leros.
 - 5.2 The strengthening of therapeutic and educational activities for the rehabilitation of the patients.
 - 5.3 The encouragement, creation and development of new outpatient accommodation as well as inpatient accommodation permitting an autonomous lifestyle.
 - 5.4 The encouragement and extension of cooperative activities.
 - 5.5 The further development of the training programme for the staff of the Leros psychiatric hospital and in particular for members of the permanent staff.
 - 5.6 The continuation and further development of the activities of the 13 hostels for patients of the hospital (and for an additional number of former patients from other psychiatric establishments).
 - 5.7 The creation and operation elsewhere than on Leros of a residential treatment unit for patients with multiple disabilities currently cared for at the former PIKPA on Leros.
- Subprogramme 2:** Therapeutic and training actions aiming at the deinstitutionalisation of the Leros psychiatric hospital - improvement of sanitation and living conditions - creation and operation of new residential structures (hostels, apartments) outside the hospital.

A. Description of measures - implementation timetable

Measure 1: Actions to deinstitutionalise 300 patients (Leros psychiatric hospital; scientific responsible: Th.

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Measure 1 comprises the continuation and further development of Measure 2 of the 1991-92 Leros programme and affects 300 patients. Action under this measure concerns the department associated with residential units 11 and 16 at Lepitha, two inpatient hostels, one outpatient hostel and three outpatient sheltered apartments. The measure also includes activities involving additional development of the Rural Cooperative (responsible: I. Loukas).

The programme of Measure 2 comprises action to continue the deinstitutionalisation of residential units 11 and 16, together with the creation of six new sheltered apartments on Leros, a sheltered apartment for five persons on another island in the Dodecanese group (e.g. Rhodes) and seven or eight inpatient hostels, as well as the further development of the rural cooperative through the construction of a greenhouse and the establishment of a ceramic workshop.

More specifically, this measure aims, by means of continued treatment and educational measures to prepare and transfer 35 patients to new non-hospital accommodation and 70-80 patients to hostels within hospitals.

The description and timetable of the individual actions under this measure are as follows:

Phase I: January-March 1993

- 1 Selection and recruitment of staff for the programme (as many as necessary to make up the planned number)
- 2 Launch of the training programme: a) training within Greece (see annex 2.1), b) training at centres within Greece and
c) training visits to centres abroad.
- 3 Launch of the procedures to install and develop the greenhouse
- 4 Launch of the procedures to establish a ceramic workshop.
- 5 Resolution of issues concerning the living conditions of patients (heating, individual cupboards and bedside tables for all patients), purchase of individual clothing for 150 patients (provision of the necessary infrastructure).
- 6 Planning and launching community education.
- 7 Work with patients' families.
- 8 Filling vacancies at hostels outside Leros (three patients).
- 9 Launch of the procedures to purchase a 10-seater bus.
- 10 Action to completely evacuate patients from wing B1 of unit 11 and to move them to three or four inpatient hostels and to two sheltered apartments (each for five persons) Launching procedures for the repair of the smaller buildings (inpatient hostels) and to rent the apartments away from Leros.

Phase II: April-June 1993

- 1 Continuation of the three sections of the training programme described in Phase I.
- 2 Purchase of individual clothing for all remaining patients in this section.
- 3 Completion of the removal of patients from wing B1 of unit 11 (at the end of this phase, two new outpatient sheltered apartments will be in operation as well as three or four inpatient hostels).
- 4 Continuation of community education.
- 5 Completion of the greenhouse. Ceramic workshop commences operations.
- 6 Completion of procedures for the purchase of a 10-seater bus.

Phase III: July-September 1993

- 1 Continuation of the activities begun during the previous phases.
- 2 Work to evacuate unit 16 and to place the patients in two outpatient sheltered apartments and three or four inpatient hostels. Commencement of the procedures for the inpatient hostels and for renting the apartments.

Phase IV: October-December 1993

- 1 Continuation of the activities begun during the previous phases.
- 2 Completion of the evacuation of unit 16 (at the end of this phase, two new outpatient sheltered apartments will be in operation as well as three or four inpatient hostels).

Phase V: January-June 1994

- 1 Continuation of the activities begun during the previous phases.
- 2 Work on unit 11 (ground floor Al and A2). Creation of two further new outpatient apartments on Leros.
- 3 Commencement of procedures to establish a sheltered apartment on another island of the Dodecanese group (Rhodes).
- 4 Rehousing patients from unit 11 in new small-scale inpatient units (hostels).

Phase VI: July-December 1994

- 1 Operation of a sheltered apartment on Rhodes.
- 2 Consolidation of the structures created during the previous phase (apartments, hostels, cooperatives).
- 3 Conversion of the ground floor of unit 11 into two independent inpatient hostels (for a total of 20-30 people).

E. ORGANISATIONAL AND OTHER ISSUES: IMPLEMENTATION PROCEDURES AND MECHANISMS

1. Administration of the scheduled resources for the activities set out in Measures 1 - 5 will be handled by a committee comprising an authorised representative of the Board of Management and the four administrative personnel of the four Measures, in each case after receiving a proposal from the scientific responsible of each Measure.

This committee is responsible for maintaining a steady flow of the material resources needed to implement the rehabilitation programmes in accordance with the preset objectives and the timetable.

2. The study of the training requirements of the Leros hospital will be carried out by a committee comprising the heads of Measures 1 - 4, the other psychiatrists, a representative of the staff association, representatives of the foreign groups of mental-health specialists, the person in charge of the nursing staff and the directress of the nursing school. Coordination will be carried out by the persons in charge of the four programmes.

The training programme for the permanent staff focusses primarily on learning the following skills: conducting individual and group rehabilitation programmes, handling crisis situations arising from the change in the patients' living conditions, development of an appropriate therapeutic relationship dealing with patients on the basis of equality, implementation of elementary hygiene and nursing rules as well as basic concepts of psychopathology.

3. The permanent staff of all departments, and of the new structures, who participate in the programme and are regarded as trainees receive an allowance for their participation in the programme and in training. The amount depends on their participation in the practical training and in theoretical instruction given (nurses, security staff, cleaners). The scientific responsible of each Measure in the Programme submits a proposal in accordance with the prearranged participation criteria for the training programme.
4. Staff for the Programmes (Measures) will be selected by an authorised member of the Board of Management, the head of the relevant Programme (Measure) (to whom the persons's application is forwarded) and another psychiatrist appointed by the Board of Management. The agreement of the head of the Programme/Measure is regarded as essential.
5. The way in which the new structures and training are operated, and the choice of which

members of the permanent staff are to be appointed to positions of responsibility, falls within the competence of the relevant scientific responsible.

The new accommodation units within the State hospital will be run in the same way as the external apartments:

as autonomous, independent and decentralised units (for some residents, these operate as "half-way houses" and for others simply as accommodation). These units will be in the nature of "homes" and the role of the staff operating them will be reduced as the residents become increasingly independent.

6. The Greek authorities, and more specifically the Leros State Hospital, undertake to continue the operation of the new structures (not only those created as part of the "Leros I" programme but also those created under Leros II) even after completion of the Leros II programme (1993-94).

7. The role of the groups of foreign personnel is to provide training and technical advice with regard to the procedures instituted to change and transform the departments and other structures in which they are employed.

Each group appoints one member as its representative.

8. The Greek staff of the Programmes (Measures) are also involved in training. Their employee status will be based on legislative provisions and until these are in place they will continue to be employed under the current arrangements (daily allowance for food and board x 30 for a five-day working week).

The scientific responsible of the programme/measures supervises the participation of both foreign and Greek programme staff. Their task is to strive for and achieve success with the goals of the programme and not merely to replace existing hospital operational practices with others.

All staff, irrespective of their speciality, who participated in the programmes implemented so far can continue if they so wish to work in these programmes (in the specific departments where they are implemented).

Where Greek staff continue to be employed under the daily allowance system, arrangements are made to ensure that they can take a month's (22 working days) paid leave. The daily allowance is also paid for days of duly attested absence on medical grounds.

9. The Leros State Hospital provides food and board for Greek or foreign individuals or groups of volunteers (students, officials and mental-health specialists, etc.) who come to offer their services without pay.
10. Among the volunteer mental-health helpers, preference should be given to persons with some link with the mental-health professions (students of the relevant disciplines, persons with the relevant prior experience) and to persons seen as having something to offer the programme. Priority should be given to the final-year students at the Leros Hospital nursing school.
11. The Greek authorities, and more specifically the Leros State Hospital, undertake to implement at a faster rate the work/measures put in hand to resolve basic issues concerning the sanitary and living conditions of the patients.
12. The scientific responsible of each measure submits to the Chairman of the Board of Management a quarterly report on progress made on all activities called for in the programme, also notifying the Directorate of Mental Health in the Ministry of Health. These reports are available from the competent Directorate within the Ministry if requested by the competent departments of the European Communities.
13. The scientific responsible of each foreign team of mental health professionals sends to the

competent departments of the Commission of the European Communities, and of the Ministry of Health, a quarterly report on progress of the activities carried out by each team under the measures of Subprogramme 2.

14. There is also provision for setting up a committee to coordinate, supervise and assess progress made on:
- a. all activities scheduled as part of Subprogramme 2 measures;
 - b. activities under Subprogrammes 1 and 3 which concern the Leros State Hospital;
 - c. other approved works under Regulation 815/84 which concern the Leros State Hospital.

This committee will comprise:

- the Chairman of the Board of Management of the Leros State Hospital
- a member of the Board of Management of the Leros State Hospital;
- the scientific responsible for Measures 1-4 and for the section for persons with special needs (the former KEPEP PIKPA, Leros);
- a representative of the Directorate of Mental Health of the Ministry of Health;
- a representative of the Technical Services Directorate of the Ministry of Health;
- the person (appointed by the Minister) responsible for coordinating Regulation 815/84

The committee shall meet every three months and notify the competent departments of the Commission of the European Communities of its findings.

15. The annexes concerning the technical aid plan for the improvement of living and sanitary conditions, etc. at the Leros State Hospital (annex 2.2) and the training programme for the permanent staff of the Leros hospital (annex 2.1) are an integral part of Subprogramme 2.

ANNEX II

- REPORTS
OTHER ISSUES AND MECHANISMS' attached to the programme of work (Annex I), the contractor sends to the competent departments of the Commission of the European Communities and the Ministry of Health a quarterly report on progress of the activities carried out by the contractor under Measure 1 of Subprogramme 2.
1. ORGANISATIONAL AND PROCEDURES
2. In accordance with item 13 of the IMPLEMENTATION
3. An interim report consisting of a synthesis of previous quarterly reports should be submitted to the Commission by the contractor after the end of phase IV of Subprogramme 2 of the Leros II programme.
4. A final report should be submitted to the Commission by the contractor after completion of Subprogramme 2 of the Leros II programme.

ANNEX IV

GENERAL TERMS AND CONDITIONS APPLICABLE TO CONTRACTS AWARDED BY THE

COMMISSION OF THE EUROPEAN COMMUNITIES

Article 1 Performance of the contract

- (1) The contract shall be performed in such a way as to exclude the possibility of the Contractor or his staff supplying services under conditions identical to those governing the

supply of services by a member of
The Contractor and his staff may
Commission's administrative staff.

the Commission's staff.
not be members of the

Article 2 - Secondary obligations on the Contractor

- (1) The Contractor to the European Communities undertakes to perform the tasks assigned to him according to the highest professional standards. In performance of the contract, the Contractor is required, depending on the circumstances, to use only his own highly qualified, professional staff.
- (2) The Contractor to the European Communities undertakes to provide the Commission with any information it may request for the management of the contract. If the Contractor is a natural person, he shall be required to provide proof of his status either as a self-employed person or an employee for the duration of the contract. To this end, he shall provide the Commission with information about his occupation.
- (3) In the event of termination of the contract for one of the reasons referred to in Article 7 of these terms and conditions, the Contractor to the European Communities shall undertake to send the Commission all information and documents in his possession on the tasks assigned to him.

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract or any matter arising therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.
- (2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the Commission.
- (3) If the Contractor's staff is working in Commission buildings, the Contractor is required, at the Commission's request, to replace immediately and without compensation any person considered undesirable by the Commission.

Article 4 - Permits and licences

- (1) The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Contractor are to be performed.
- (2) The European Communities may terminate the contract without notice if the

Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract.

Article 5 - Soread of risk

The Contractor shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such task shall result in part payment. Provided it is specified in the contract, the above provisions shall not affect the Contractor's entitlement to reimbursement of travel and subsistence expenses and of costs for the shipment of equipment incurred in the performance of the contract.

Article 6 - Liability of the contracting parties

- (1) The European Communities may not under any circumstances or for any reason whatsoever he held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The European Communities shall not accept any claim for compensation or repairs in respect of any such damage.
- (2) Except in case of force majeure, the Contractor shall be required to indemnify the European Communities for any damage they may sustain during the performance, or otherwise of the contract.

Article 7 - Termination of the contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the European Communities, the Contractor shall be entitled to payment for the part performance of the contract only.
- (2) In the event of a serious failure by the Contractor to the European Communities, duly noted by the Commission, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation whatsoever by the European Communities. This provision shall not affect the application of Article 6(2) of these general terms and conditions.

Article 8 - Termination of the contract and services of third parties

- (1) The Contractor to the European Communities shall not, without the prior and express approval of the Commission, assign the rights and obligations arising out of the contract in whole or in part or sub-contract any part of the contract to third parties.
- (2) Even where the Commission authorises the Contractor to subcontract part or all of the work to third parties, he shall nonetheless remain bound by his obligations to the European Communities under the contract.
- (3) Save where the Commission expressly authorises an

exception, the Contractor shall be required to include in any sub-contracts for all or part of the work such provisions as to enable the European Communities to enjoy in relation to the Contractor himself.

Article 9 - Ownership

- (1) Any results or patent obtained by the Contractor in performance of the contract shall belong to the European Communities, which may use them as they see fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the European Communities, except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph 2 above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any language whatsoever shall belong to the European Communities.
- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, on which copyright or any other right of ownership already exists and hereby affirms that he has obtained permission to use any such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph 2, the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
- (5) The European Communities shall not be required to publish manuscripts or documents supplied in performance of the contract. If it is decided not to publish the manuscript or documents supplied, the Contractor shall not have them published elsewhere without the written approval of the European Communities.

Article 10 - Methods of payment

- (1) Payments shall be made in ECU.
- (2) At the request of the Contractor, the Commission may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 56 of the Financial Regulation applicable to the general budget of the European Communities, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
- (3) In the event of termination of the contract under article 7 of these general terms and conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be

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| calculated after deducting any payments already made. | If |
| the payments made prior to termination exceed the | sum |
| finally due, the additional amount shall be repaid in | full |
| by the Contractor to the [uropean Communities within | 60 |
| days of receipt of a request for repayment. If payment | is |
| not made within this period, the sum owed by the | Contractor |
| shall start to bear interest at the rate applied by | the |
| European Monetary Cooperation Fund to its operations in | ECU |
| as published in the C series of the Official Journal. | On |
| the last day of the period allowed for repayment. | |

- (4) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents, including receipts and used tickets.
 --Payments shall be SO i o CC da vs of the due S T 0.
- (6) The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Communities, shall indicate a banking institution situated on the territory of his country of domicile for the payment of the sums due to him under the contract.

Article 11 - Provisions relating to taxation

- (1) If the tax laws to which he is subject require the Contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the flat-rate sum paid by the European Communities in return for services rendered.
- (2) The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract with the European Communities.

Article 12 - Amendments or additions to the contract

The provisions of the contract and the annexes thereto may be amended or supplemented only by means of a supplementary agreement signed by each of the parties or their authorized representatives