

政府總部 禁毒處
香港金鐘道六十六號
金鐘道政府合署高座三十樓



NARCOTICS DIVISION
GOVERNMENT SECRETARIAT
QUEENSWAY GOVERNMENT OFFICES,
HIGH BLOCK, 30TH FLOOR,
66 QUEENSWAY,
HONG KONG

本處檔號 Our Ref. :
來函檔號 Your Ref. :
傳真機 Fax : (852)- 2810 1790
電話 Telephone: 2867 2752

22 December 2010

By Fax

Ms Macy NG
Legislative Council Secretariat
Legislative Council Building
8 Jackson Road
Central, Hong Kong

(Fax No: 2537 1204)

Dear Ms NG,

**The Director of Audit's Report on the
Results of Value for Money Audits (Report No. 55)**

**Residential Treatment and Rehabilitation Services for Drug Abusers
(Chapter 10)**

I refer to your letter of 13 December to the Secretary for Security. Please find enclosed at the **Annex** the Administration's response to the request of the Public Accounts Committee for additional information.

Please feel free to contact me if you require further information.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Enoch Yuen', written over a white background.

(Enoch Yuen)
for Secretary for Security

c.c.

SLW	(Attn: Miss Helen KWAN)	(Fax no: 2524 7635)
DSW	(Attn: Mr ML FUNG)	(Fax no: 2838 0757)
D of H	(Attn: Mr David YUEN)	(Fax no: 2573 7432)
D of Lands	(Attn: Mr Jeff LAM)	(Fax no: 2868 4707)
SFST	(Attn: Ms Elsie YUEN)	(Fax no: 2530 5921)
Director of Audit		(Fax no: 2583 9063)

**The Director of Audit's Report on the
Results of Value for Money Audits (Report No. 55)
Residential Treatment and Rehabilitation Services for Drug Abusers
(Chapter 10)**

- (a) Figure 1 of paragraph 3.8 of the Audit Report shows that the overall capacity of treatment centres in 2010, as compared to that of 2003, has decreased. Please explain the reasons for the decrease.**

During the seven-year period from 2003 to 2010, there was a reduction in the licensed capacity of some treatment centres as a result of closure of nine treatment centres for various reasons including service re-engineering of the non-governmental organisations (NGOs) concerned, and reduction in the places as initiated by a few NGOs. During the same period, there was an increase in the licensed capacity as a result of expansion of six centres and setting up of one new centre. The overall capacity of 1 635 places in August 2010 is the net total number of places after off-setting the increase of 166 places by reduction of 310 places in the overall licensing capacity.

- (b) According to paragraph 3.24 of the Audit Report, of the 648 active probation officer (PO) referral cases as at 23 April 2010, only 43 (6.6%) cases related to probationers under treatment at Centre 21. Please provide the following information to the Committee:**

- (i) whether Centre 21 had ever rejected any PO referral cases; if it had, please provide the details.**

Available records indicated that there were only two occasions on which the offenders referred to Centre 21 by the POs were found not suitable for admission by the Centre because of their individual circumstances.

- (ii) a copy of relevant provisions of the land grant for Centre 21 which require the Centre to operate on a scale satisfactory to the Director of Social Welfare.**

At **Enclosure I** is the letter from the Director of Lands to NGO2 dated 27 February 2007, informing NGO2 of the Government's approval for granting an extension to the old lot. Paragraph 1(9) sets out the relevant special condition in the land grant.

- (c) For those treatment centres which admit female drug abusers, whether the Administration had assessed if the following objectives could be achieved upon termination of aftercare service for such abusers (paragraph 3.29(a) of the Audit Report refers):
- (i) settled with schooling / retraining
 - (ii) settled with employment; and
 - (iii) led a decent living

if it had, what the results were.

11 treatment centres admit female drug abusers only and one other treatment centre admit drug abusers of both genders. Seven of them are subvented by the Government whereas the remaining four are self-financed. We only have information on those centres which receive Government subvention. Their situations are as follows.

Centres subvented by the Social Welfare Department (SWD)

Five female centres are under SWD's subvention. Their performance is assessed against the performance standards in the Funding and Service Agreement (FSA) specific to their service types. A sample FSA is at **Enclosure II**.

An outcome indicator "Rate of aftercare cases having achieved one of the objectives upon termination of aftercare service – (i) settled with schooling / retraining, (ii) settled with employment; and (iii) led a decent living" is applicable to three of the centres subvented by SWD. The centres have to attain the service level agreed with SWD as prescribed in the FSA. The agreed service level is 60%. SWD have, through the existing Service Performance Monitoring System, assessed and confirmed that all three centres had met this performance standard for the first half year of 2010-11 Financial Year (April to September 2010).

The remaining two treatment centres have another set of performance standards in their FSAs, to which the aforesaid indicator is not applicable.

Centres subvented by the Department of Health (DH)

Two female centres are under DH's subvention. For case management purposes, the NGO concerned has been monitoring the rehabilitated abusers' conditions after programme completion with reference to the three objectives stated in SWD's FSAs. For the first half year of 2010-11 Financial Year (April 2010 to September 2010), the percentage

of rehabilitated drug abusers who had met one of the three objectives reached 67%.

- (d) Whether the Administration will consider requiring the Society for the Aid and Rehabilitation of Drug Abusers (SARDA) to meet certain utilisation standard for Centre 1, such as achieving an occupancy rate of 80% or 90%, as a condition for granting subvention to SARDA.**

DH has requested SARDA to review the resources of Centre 1 with a view to redeploying surplus resources, if any, to serve more psychotropic substance abusers. Following the review which is expected to be concluded in end-January 2011, the Administration will consider requiring SARDA to meet certain utilisation standard for the Centre as a condition for granting subvention.

- (e) A sample Funding and Service Agreement between the Government and the subvented treatment centres (paragraph 4.5 of the Audit Report refers)**

A sample "Funding and Service Agreement on Non-medical Voluntary Drug Treatment and Rehabilitation Services" for SWD-subvented treatment centres is provided at **Enclosure II**.

- (f) According to paragraph 4.6(a) of the Audit Report, for the seven years ended August 2010, Centre 37 had only admitted six drug abusers, with some staying for just a few days. Please explain why the six drug abusers only stayed in Centre 37 for such a short period of time.**

Non-subvented NGOs have on their own initiative developed their modus operandi that most suit their clientele. According to the NGO operating Centre 37 which is not subvented by the Government, their service targets were those occasional drug abusers and "underground drug abusers" who had low/no motivation for joining a long residential treatment programme. To cater for the unique nature of their clientele, the NGO operator had run short term residential treatment programmes, ranging from one to two weeks, to suit their rehabilitative needs.

(g) For each of the existing treatment centres, the number of drug abusers who are receiving financial assistance under the Comprehensive Social Security Assistance (CSSA) Scheme.

As at end of November 2010, a total of 554 recipients of CSSA were residing in the treatment centres. The breakdown by individual operating NGO is provided at **Enclosure III**.

(h) The rank of the Commissioner for Narcotics

The rank of Commissioner for Narcotics is Administrative Officer Staff Grade B.

DISTRICT LANDS OFFICE, SHA TIN
LANDS DEPARTMENT
11/F., Sha Tin Government Offices,
1 Sheung Wo Che Road, Sha Tin, N.T.

Tel: 2158 4847
Fax: 2602 4093
Email: gendlost@landsd.gov.hk
Our Ref: () in LNT 205/ZPT/76 Pt.3
Your Ref:

27 FEB 2007

By Recorded Delivery

St. Stephen's Society Limited
Unit E/F, 3/F
Yen Chun Building
18-26 Portland Street
Yau Ma Tei
Kowloon

Dear Sir,

Sha Tin Town Lot No. 469 and the Extension thereto
50 A Kung Kok Shan Road, Sha Tin, New Territories

With reference to your application addressed to the Director of Lands (hereinafter referred to as "the Director"), I have to inform you that the Government of the Hong Kong Special Administrative Region (hereinafter referred to as "the Government") has approved that the area of Government land (hereinafter referred to as "the Area") delineated and shown coloured pink on the plan annexed hereto, containing 5,000 square metres or thereabouts, be granted to you as an extension to Sha Tin Town Lot No. 469 (hereinafter referred to as "the old lot") on the following terms and conditions, subject to your acceptance thereof in the manner indicated in paragraph 2 below :

- (1) The old lot and the Area are hereinafter referred to as "the new lot".
- (2) You, the Grantee, shall pay to the Government on demand the amount of \$1,000.00 being premium for the Area and the land registration fee being \$210.00.
- (3) The Area or any part thereof shall not be used for any purpose other than for the purposes of a non-profit-making training and rehabilitation centre for displaced persons (hereinafter referred to as "the Centre") including such other facilities as are usually associated with the object and purpose of St. Stephen's Society Limited as set out in its Memorandum of Association and together with such other facilities as are ancillary to such uses as may be approved in writing by the Director of Social Welfare.

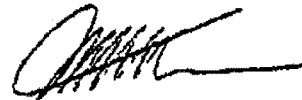
- (4) You, the Grantee, hereby acknowledge that as at the date on which possession of the Area is given (this date will be notified to you in a letter from the Director after the premium and the land registration fee referred to in Condition No. (2) above have been settled), there are some structures existing on the Area (hereinafter referred to as "the said Existing Structures"). The Grantee agrees that all the cost arising out of or in connection with the demolition or removal of the said Existing Structures shall be at his own expense and that the Government will accept no responsibility or liability for any loss, damage, nuisance or disturbance caused to or suffered by the Grantee by reason of the presence or subsequent demolition or removal of the said Existing Structures and the Grantee shall indemnify and keep indemnified the Government from and against all liability, claims, costs, demands, actions or other proceedings whatsoever arising whether directly or indirectly out of or in connection with the presence and subsequent demolition or removal of the said Existing Structures.
- (5) You shall also pay to the Government an annual rent for the Area equal to 3% of the rateable value from time to time of the Area and which rent shall be payable from the date on which possession of the Area is given (such date is deemed to be the date of this letter subject to your having settled the amount demanded as referred to in Condition No. (2) above) until the expiry of the term of the old lot, and shall be governed by the provisions of the Government Rent (Assessment and Collection) Ordinance, any regulations made thereunder and any amending legislation, subject to a minimum rent of HK\$1.00 per annum (if demanded).
- (6) Subject to the Director being satisfied as to your title to the old lot, you will be entitled to a lease of the new lot. Such lease will be for the same term and commence from the same date as is laid down in New Grant No. 13022 dated the 4th day of December 1998 (hereinafter referred to as "the Conditions") under which the old lot is held, and will contain the terms and conditions herein contained and all the terms and conditions in the Conditions except as hereby modified. Pending the issue of the lease of the new lot, the old lot and the Area shall be deemed to be held as one lot subject to the terms and conditions contained in the Conditions except as hereby modified and the terms and conditions herein contained. Within one month of being required by the Director so to do, you shall take up the lease of the new lot and pay the prescribed fees therefor.
- (7) You shall pay to the Government on demand the cost of providing and fixing each additional boundary stone required to define the new lot and the cost of re-fixing any boundary stone which through being lost, damaged or removed, requires replacement.

- (8) No building or buildings may be erected on the new lot or any part thereof or upon any area or areas outside the new lot specified in the Conditions, nor may any development or use of the new lot or any part thereof, or of any area or areas outside the new lot specified in the Conditions take place, which does not in all respects comply with the requirements of the Town Planning Ordinance, any regulations made thereunder and any amending legislation.
- (9) With effect from the date of this letter, Special Condition No. (10) in the Conditions shall be deleted and the following shall be substituted therefor.
- “(10) The Grantee shall on or before the expiration of thirty-six calendar months from the date of this Agreement commence to operate at least 2,990 square metres gross floor area of the Centre and shall on or before the 31st day of December 2008 commence to operate the whole of the Centre on a scale satisfactory to the Director of Social Welfare and shall continue to operate the Centre on the said scale and in accordance with all Ordinances, bye-laws and regulations relating to the Centre which are or may at any time be in force in the Hong Kong Special Administrative Region and in all respects to the satisfaction of the Director of Social Welfare. If it is at any time shown to the satisfaction of the Chief Executive of the Hong Kong Special Administrative Region that there has been a breach of this Special Condition, it shall be lawful for the Government to re-enter upon and take back possession of the new lot or any part thereof and all buildings thereon without notice and thereupon the rights of the Grantee in and to the new lot under this Agreement shall absolutely cease and determine, and upon the exercise of this power no compensation whatsoever shall be payable to him in respect of the land re-entered upon, but there shall be payable by the Government to the Grantee in respect of buildings lawfully erected on the land such sum as the Director shall on a fair and impartial valuation determine to be the value thereof (include site formation) less the amount of any building grant or grants made by the Government towards the cost of the buildings.”
- (10) Except as hereby modified all the terms and conditions contained in the Conditions shall remain in full force and effect.
- (11) You shall, if required by the Director so to do and within such time as he may stipulate, execute a formal instrument incorporating the terms and conditions herein contained in such form as he may require.
- (12) In the event of the breach, non-observance or non-performance of any of the foregoing terms and conditions or of any of the terms and conditions contained in the Conditions the Government shall be entitled to re-enter upon the old lot or the Area or both as it shall deem fit.

2. If the foregoing terms and conditions are acceptable, I shall be glad if you will signify your acceptance by executing under seal and in accordance with your Articles of Association, the docket on both copies of this letter and both copies of the plan annexed hereto. Your signature must be duly witnessed.

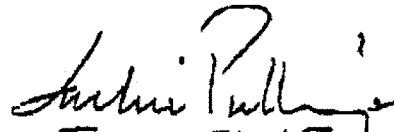
3. After execution please return both copies of this letter and both copies of the plan to me for registration together with the Treasury receipt for the said sum of \$1,000.00 and a certified copy of a resolution of your Board of Directors whereby authority is given to the affixing of your Common Seal hereto and the plan annexed hereto, whereupon this letter and the plan will be registered by Memorial in the Land Registry. On completion the original of this letter and the plan and the Treasury receipt will be returned to you for retention with the documents of title relating to the old lot until the new lease is issued.

Yours faithfully,



(Miss Mona WOO)
District Lands Officer, Sha Tin

I/We hereby agree to and accept the foregoing terms and conditions.


JACQUELINE
PULLINGER
(EXECUTIVE DIRECTOR)

Witness : R. A. J. ROBERT JONES (Signature and name in block letters)
LEUNG SIU MAI (TREASURER) (Seal of St. Stephen's Society Limited and signatures and names in block letters of its attesting officers and description of their offices)

Address : HOUSE B1
BLICE HOLIDAY HOMES
OFF TUNG TSZ ROAD
TUNG TSZ, TAIPO, N.T.

c.c. LACO (ST)
AD/NT

N.B. You are required to note that pursuant to the provisions of the Land Registration Ordinance and the Regulations made thereunder the personal data contained in this Extension Letter will appear in the land register(s)/record(s) of the Land Registry to facilitate the orderly conduct of land transaction and to provide the most up-to-date information to searchers.]

Funding and Service Agreement
Non-medical Voluntary Drug Treatment and Rehabilitation Services

I Service Definition

Introduction

The non-medical voluntary drug treatment and rehabilitation service caters for the needs of those drug abusers who wish voluntarily to seek residential treatment, rehabilitation and social reintegration through a non-medical model. These services provide non-medical drug treatment and rehabilitation programme as well as aftercare services to the drug abusers and their families basing on spiritual philosophy and social work inputs.

Purpose and objectives

The non-medical voluntary drug treatment and rehabilitation service aims at helping the drug abusers to quit drug addiction through detoxification, treatment, rehabilitation and aftercare services. The ultimate goal of the above service is to help the abusers to start a new healthy life.

The specific objectives of the above service are to help drug abusers:

- to quit drug habit;
- to re-integrate into the community by continuation treatment at halfway house and aftercare services; and
- to bring about new direction in life and subsequently positive change in behavior.

Nature of service

The services provided by the non-medical drug treatment and rehabilitation centers include:

- providing residential detoxification and rehabilitation programmes to the drug abusers;
- organizing rehabilitation programmes such as religious activities, counseling, peer support, recreation and sport, work therapy, vocational and developmental training for the residents;
- providing counseling and supportive programmes for the family members of the residents;
- providing half-way house service to prepare the residents to start a new life in the society; and

July 2006

- providing aftercare service to the rehabilitated drug abusers to help them achieve and maintain a drug free life.

Target groups

The non-medical voluntary drug treatment and rehabilitation centers serve drug or psychotropic substance abusers. Individual centre has its own admission criteria in terms of age and sex.

II Performance Standards

The service operator (agency as a whole) will meet the following performance standards:

Outputs

<u>Output Standard</u>	<u>Output Indicators</u>	<u>Agreed Level</u>
1a	Rate of placement occupancy ^{Note 1} (Male) in residential programme in a year	80%
1b	Rate of placement occupancy ^{Note 1} (Female) in residential programme in a year	65%
2	Total no. of vocational training sessions ^{Note 2} in a year	Please see annex attached
3	Total no. of hours for rendering counselling/ conducting programme ^{Note 3} to the residents by registered social worker(s) in a year	Please see annex attached
4	Total no. of programmes ^{Note 4} rendered to the family members of the residents in a year	Please see annex attached

(For the explanatory notes, please refer to the Appendix attached to this Agreement.)

July 2006

Outcomes

<u>Outcome Standard</u>	<u>Outcome Indicators</u>	<u>Agreed Level</u>
1	Rate of completion of the agreed period of the residential programme ^{Note 5} in a year	50%
2	Rate of aftercare cases ^{Note 6} staying drug-free ^{Note 7} upon termination of aftercare service in a year	60%
3	Rate of aftercare cases having achieved one of the objectives upon termination of aftercare service : - settled with schooling / retraining - settled with employment - led a decent living ^{Note 8}	60%
4	Rate of graduates having improved family relationship ^{Note 9}	60%

(For the explanatory notes, please refer to the Appendix attached to this Agreement.)

Essential service requirements

- 24-hour care per day with at least one full-time staff member present at all time

Quality

The service operator will meet the requirements of the 16 Service Quality Standards (SQSs).

III Obligations of SWD to Service Operators

The SWD will undertake the duties set out in the General Obligations of SWD to Service Operators.

IV Basis of Subvention

The basis of subvention is set out in the offer and notification letters issued by the SWD to the service operator.

The service operator is required to comply with the rules on the use of the social welfare subventions in accordance with the latest edition of Lump Sum Grant Manual and circular letters in force issued by the SWD on subvention policies and procedures.

July 2006

Appendix

Explanatory Notes:

- 1) Placement occupancy refers to the number of places of the agency occupied, starting from the date of admission to the date of formal discharge. It includes residents on leave.
- 2) Vocational training includes (i) job skills training, such as computer training, handicraft-making, multi-media production etc and (ii) employment assistance counselling / programmes, such as fostering good working habit and cultivate good working attitude, so as to assist residents to secure a stable job. Vocational training may be conducted by the agency or other institutions. A training session refers to training to one or more participants for at least one hour to half-day, e.g. a whole day training is regarded as two training sessions.
- 3) Counselling refers to counselling to residents on detoxification, drug abuse problem, other personal and relationship problems, adjustment to new living, preparation for discharge etc, to one or more residents for at least half an hour. Programme refers to activity with objectives set conducted to two or more residents for at least one hour or more. Counseling and programmes should be conducted by registered social worker.
- 4) Programme refers to activity which aims to help the family members to understand more about the residents and have better communication with them. The activity should have clear objectives set and be conducted to at least two or more family members of the residents for at least one hour or more.
- 5) "Completion of the agreed period of the residential programme" refers to the fulfilment by the residents of the agreed plans on the residential detoxification and rehabilitation programme within the planned period of time.
- 6) "Aftercare cases" refer to those residents who have received regular service for a minimum of three months from the agency under the aftercare programme upon their completion of the agreed residential programme at training centre (Girl Centre of Operation Dawn Only) or halfway house.
- 7) "Drug-free" refers to complete drug abstinence of aftercare cases upon termination of aftercare service.
- 8) "Decent living" refers to those female service users having performed/resumed the role of housewife or those aged persons having reunited with their families/secured stable living including accommodation e.g. private premises or aged home, etc.
- 9) Improved family relationship refers to the situation where, as compared with the condition before intervention, graduates and their families have achieved reunion and/or reported to have better communication or understanding among themselves.

July 2006

Enclosure III

**Number of Comprehensive Social Security Assistance (CSSA)
Recipients in Treatment Centres
as at end November 2010**

	Treatment Centres (with reference to the codification used in the Audit Report)	No. of CSSA Recipients
1.	Centre 1, Centre 2, Centre 3, Centre 4, Centre 5, Centre 6, Centre 7, Centre 8 and Centre 39 run by one NGO	46
2.	Centre 9 and Centre 10 run by one NGO	30
3.	Centre 11, Centre 12 and Centre 13 run by one NGO	49
4.	Centre 14 and Centre 15 run by one NGO	98
5.	Centre 16 and Centre 40 run by one NGO	12
6.	Centre 17 and Centre 18 run by one NGO	33
7.	Centre 19	11
8.	Centre 20	18
9.	Centre 21 and Centre 22 run by one NGO	8
10.	Centre 23	32
11.	Centre 24, Centre 25, Centre 26 and Centre 27 run by one NGO	39
12.	Centre 28, Centre 29, Centre 30, Centre 31, Centre 32 and Centre 33 run by one NGO	110
13.	Centre 34	14
14.	Center 35	16
15.	Centre 38	38
TOTAL		554