

附錄25

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

香港中區
昃臣道 8 號
立法會大樓
立法會秘書處
伍美詩女士

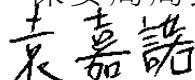
(傳真號碼: 2537 1204)

伍女士：

審計署署長第五十五號衡工量值式
審計結果報告書
住院戒毒治療及康復服務
(第 10 章)

十二月十三日致保安局局長的來信收悉。政府當局應政府帳目委員會要求提供的補充資料現載於**附件**。

如需其他資料，請隨時與本人聯絡。

保安局局長
(袁嘉諾  代行)

二零一零年十二月二十二日

副本送:

勞工及福利局局長	(經辦人: 關曉陽女士)	(傳真號碼: 2524 7635)
社會福利署署長	(經辦人: 馮文樂先生)	(傳真號碼: 2838 0757)
衛生署署長	(經辦人: 袁錦華先生)	(傳真號碼: 2573 7432)
地政總署署長	(經辦人: 林潤棠先生)	(傳真號碼: 2868 4707)
財經事務及庫務局局長	(經辦人: 袁詠歡女士)	(傳真號碼: 2530 5921)
審計署署長		(傳真號碼: 2583 9063)

**審計署署長第五十五號衡工量值式
審計結果報告書
住院戒毒治療及康復服務
(第 10 章)**

- (a) 審計報告第 3.8 段圖一顯示，在二零一零年，戒毒中心的整體宿位名額，較二零零三年有所減少。請解釋減少的原因。**

在二零零三至二零一零年的七年間，有些戒毒中心的牌照宿位名額有所減少，原因是九間戒毒中心基於各種理由(包括相關非政府機構重整服務)關閉，以及數間非政府機構提出減少宿位。同期，六間中心擴展服務和一間新中心成立，另有增加牌照宿位名額。計及 166 個增加宿位和 310 個減少宿位後，二零一零年八月的整體宿位的淨額為 1 635 個。

- (b) 根據審計報告第 3.24 段，截至二零一零年四月二十三日，在 648 宗感化主任處理中的轉介個案中，只有 43 宗(6.6%)與在中心 21 接受戒毒治療的受感化者有關。請向委員會提供以下資料：**

- (i) 中心 21 可曾拒絕過感化主任轉介的個案；如有，請提供詳情。**

所得記錄顯示，中心 21 只有兩次認為由感化主任轉介該中心的罪犯，因個別情況而不適合入住。

- (ii) 規定中心 21 必須以令社會福利署署長滿意的規模營運的相關批地條文副本。**

地政總署署長於二零零七年二月二十七日去信非政府機構 2，告知政府通過批出舊批地段延伸部分。該信載於**附錄 I** (只有英文)，當中第 1(9)段載列相關的批地特別條款。

(c) 關於收納女性吸毒者的戒毒中心，政府當局可有評估為這些吸毒者提供的善後輔導服務終止後，以下目標能否達到(參閱審計報告第 3.29(a)段)：

(i) 重返校園／再培訓

(ii) 找到工作；及

(iii) 過像樣的生活

如有，結果為何。

11 間戒毒中心只收納女性吸毒者，另有一間則同時收納男性和女性吸毒者。它們當中，七間是受政府資助，餘下四間則以自負盈虧方式營運。我們只有接受政府資助的中心的資料，情況如下：

社會福利署(社署)資助的中心

五間女性戒毒中心是接受社署資助。社署是根據適用於中心服務類別的《津貼及服務協議》所載的服務表現標準評估其表現。《津貼及服務協議》範本(英文版)載於**附錄II**。

「善後服務終止後達到以下其中一個目標的個案比率：(i)重返校園／再培訓，(ii)找到工作；以及(iii)過像樣的生活」這成效指標適用於其中三間受社署資助的中心。有關中心須達到與社署所協定的《津貼及服務協議》中的服務水平，即60%。社署已透過現行的服務表現監察制度進行評估，確認該三間中心在二零一零至一一上半財政年度(二零一零年四月至九月)均達到這服務表現標準。

餘下兩間戒毒中心在其《津貼及服務協議》中另有一套服務表現標準。上述指標並不適用。

獲衛生署資助的中心

兩間女性戒毒中心獲衛生署資助。為個案管理的目的，有關非政府機構依據社署《津貼及服務協議》述明的三個目標，一直監察戒毒康復者在完成計劃後的情況。就二零一零至一一財政年度的上半年(二零一零年四月至二零一零年九月)而言，達到該三個目標其中之一的戒毒康復者比率，達67%。

- (d) 政府當局會否考慮要求香港戒毒會轄下中心 1 達到一定的使用率水平(例如入住率須達 80%或 90%)，作為給予該會資助的其中一項條件？

衛生署已要求香港戒毒會檢討中心 1 的資源，以便重新調配過剩資源(如有)，向更多吸食危害精神毒品人士提供服務。檢討工作可望於二零一一年一月底完成。其後，當局向香港戒毒會審批資助時，會考慮要求香港戒毒會須符合一定的使用率水平，作為資助條件。

- (e) 政府與受資助戒毒中心訂立的《津貼及服務協議》樣本(參閱審計報告第 4.5 段)

為社署資助戒毒中心訂立的《自願接受的非醫療戒毒治療及康復服務津貼及服務協議》樣本，載於附錄 II。

- (f) 根據審計報告第 4.6(a)段，在截至二零一零年八月為止的七年內，中心 37 只收納了六名吸毒者，部分吸毒者只留宿在中心數天。請解釋何以該六名吸毒者在中心 37 留宿的時間這麼短。

非受資助的非政府機構，均自行制訂最切合其服務對象需要的運作模式。據營辦中心 37 的非政府機構(非受政府資助)表示，其服務對象是不大願意／不願意參加長期戒毒治療住宿計劃的間歇吸毒者及「地下吸毒者」。因應服務對象的特質，該非政府營辦機構推行了由一星期至兩星期不等的短期戒毒治療計劃，以切合他們的康復需要。

- (g) 每間現有戒毒中心現正接受綜合社會保障援助計劃財政資助的吸毒者人數。

截至二零一零年十一月底，共有 554 名綜合社會保障援助受助人入住戒毒中心。有關個別非政府營辦機構的分項數字載於附錄 III。

- (h) 禁毒專員的職級

禁毒專員的職級是首長級乙級政務官。

附錄 I

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.

* 委員會秘書附註 : 附錄 I 只備英文本。

- (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,




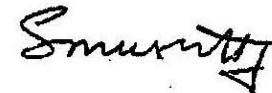
(Miss Mona WOO)
District Lands Officer, Sha Tin

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


JACQUELINE
PULLINGER
(EXECUTIVE DIRECTOR)

Witness :

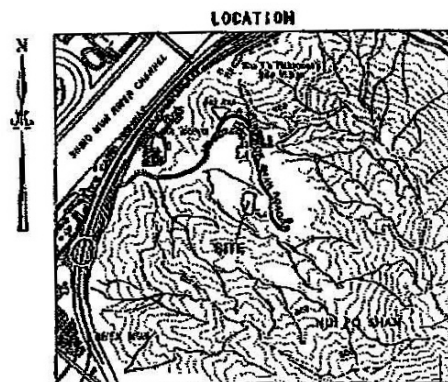

ROBERT LIEW
(Signature and name in block letters)


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.

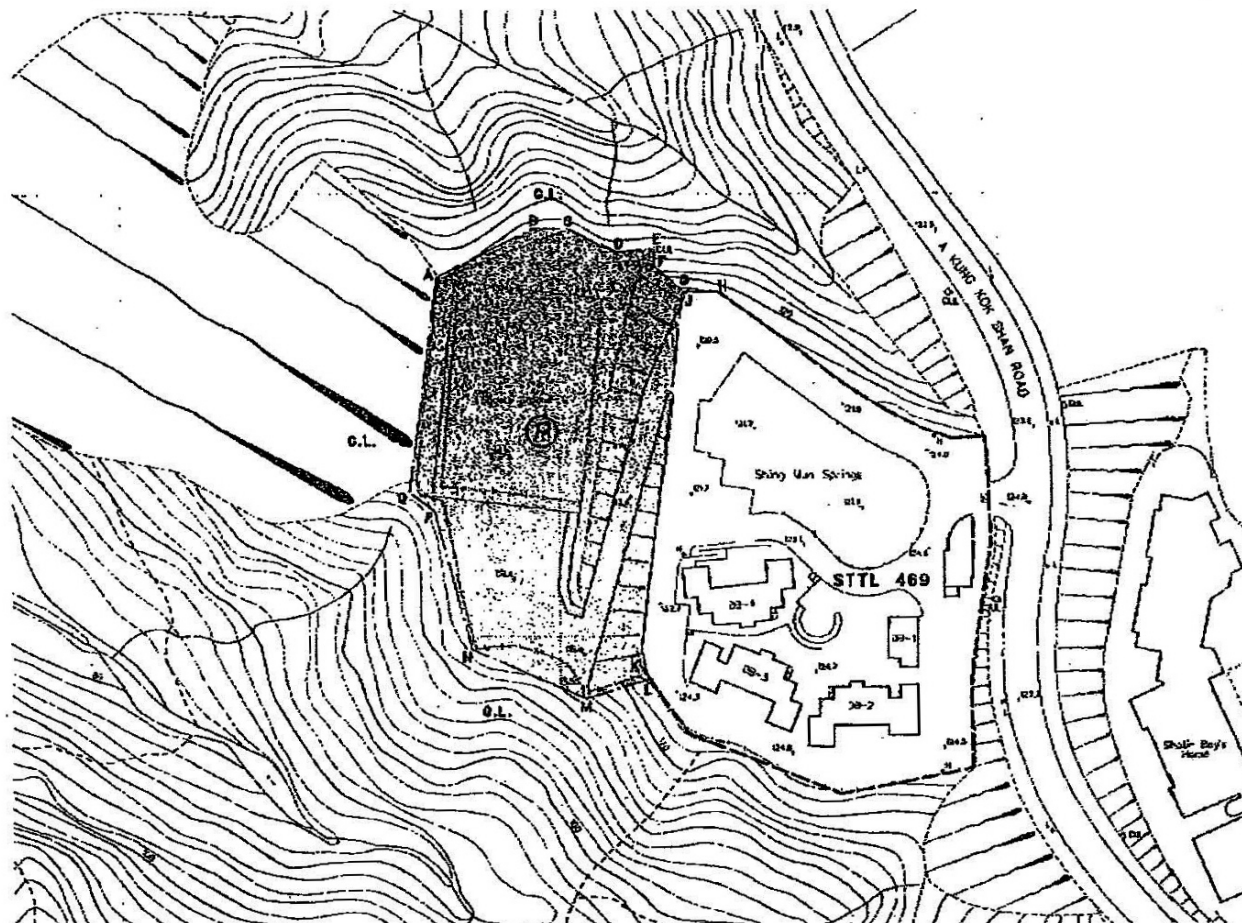
c.c. LACO (ST)
AD/NT

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.]



SCALE 1 : 20000

SIDE	DISTANCE IN METRES	BEARING ° ' "	PT.	CORNER MARKED BY
A B	24.810	68 51 32		
B C	1.721	84 34 41		
C D	51.215	118 03 34		
D E	0.923	83 02 07		
E F	3.895	149 13 37		
F G	7.697	130 08 59		
G H	0.233	89 01 05		
H I	0.329	379 17 53		
I J	65.018	104 07 39		
J K	7.232	164 33 33		
K L	19.444	253 43 40		
L M	27.178	192 49 51		
M P	33.425	344 31 31		
P Q	0.127	356 11 01		
Q A	41.745	7 32 02		



COLOURED PINK AREA 5 000 SQUARE METRES (ABOUT)

SCALE 1 : 1000

METRES 20 0 20 40 60 80 100 METRES



District Survey Office, Sha Tin
Lands Department

EXTENSION TO SHA TIN TOWN LOT No. 469

File No. L/M(1) to LNT 205/ZPT/75

Survey Sheet No. 7-SE-7B

Layout Plan No. ---

Reference Plan No. ---

PLAN No. ST3009-Db

Date : 24/10/2008

附錄 II

Service-specific Sections (LSG)

Funding and Service Agreement

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

* 委員會秘書附註：附錄 II 只備英文本。

- 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 ^{Note 8} - 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

附錄III

**截至二零一零年十一月底
戒毒中心內的
綜合社會保障援助(綜援)受助人數目**

	戒毒中心 (參照審計報告內所用的編號)	綜援受助人數目
1.	中心 1、中心 2、中心 3、中心 4、中心 5、中心 6、中心 7、中心 8 及中心 39 (由一個非政府機構營辦)	46
2.	中心 9 及中心 10 (由一個非政府機構營辦)	30
3.	中心 11、中心 12 及中心 13 (由一個非政府機構營辦)	49
4.	中心 14 及中心 15 (由一個非政府機構營辦)	98
5.	中心 16 及中心 40 (由一個非政府機構營辦)	12
6.	中心 17 及中心 18 (由一個非政府機構營辦)	33
7.	中心 19	11
8.	中心 20	18
9.	中心 21 及中心 22 (由一個非政府機構營辦)	8
10.	中心 23	32
11.	中心 24、中心 25、中心 26 及中心 27 (由一個非政府機構營辦)	39
12.	中心 28、中心 29、中心 30、中心 31、中心 32 及中心 33 (由一個非政府機構營辦)	110
13.	中心 34	14
14.	中心 35	16
15.	中心 38	38
總計		554