

Federal SAPT Block Grant: Overview of Our Responsibilities

How You Help Us

Brief Description

The Federal Substance Abuse Prevention and Treatment Block Grant (SAPT-BG) funds the development and implementation of substance abuse prevention and treatment policies, practices, and programs. The Substance Abuse and Mental Health Administration (SAMHSA) distributes the SAPT-BG funding to States and Territories through a population-based formula. Wyoming receives approximately \$3.5 million annually. The Category of Federal Domestic Assistance (CFDA) number is 93.959. **The SAPT-BG is a *funding source* for the Core Prevention grants, thus some Block Grant requirements are passed down to providers.**

Funding Uses



- 20:** Percentage of grant award amount that must be set aside for substance abuse prevention.
- 5:** Percentage of grant award amount that must be set aside for treatment services focused on pregnant women.
- 5:** Percentage of grant award amount that must be set aside for State administration of the grant.

The remainder of the funding goes towards substance abuse treatment and assistance to the Wyoming tuberculosis program. Fortunately, Wyoming's HIV rates are low enough that the State is not required to expend SAPT-BG dollars on HIV early intervention services, as some other states are.

Regulations and Guidelines

45 CFR 96
http://www.access.gpo.gov/nara/cfr/waisidx_01/45cfr96_01.html

Reporting Requirements

Reports



By this date each year, the Division must submit their annual application. The application informs SAMHSA of our compliance, progress, and intended use of funds as well as reports on our National Outcome Measures (NOMs).



By this date each year, the Division must also submit the Annual Synar Report.

- The Synar amendment, enacted under 42 U.S.C. 300x-26, requires states to conduct random, unannounced inspections of tobacco retailers. The states are also required to report their findings annually.
- The Retailer Violation Rate (RVR) must be **below 20%** in order to continue receiving SAPT-BG funding.
- Wyoming's full statute regarding youth access to tobacco is found on this web page:

<http://legisweb.state.wy.us/statutes/statutes.aspx?file=titles/Title14/T14CH3AR3.htm>

SYNAR is *not* an element of the Core Prevention grant; however, it has the potential to impact funding.

Audits

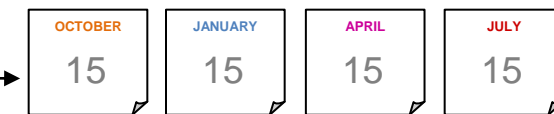
OMB Circular No. A-133 requires the "audits of States, Local Governments, and Non-Profit Organizations," that expend *more than \$500,000* in federal awards annually. Nonfederal entities that expend *less than \$500,000* in federal awards annually are exempt from Federal audit requirements for that year.

Reporting Requirements

Evaluation

By working with WYSAC to complete your evaluation data in the Process Information Collection System (PICS), you help the Division meet this deadline by providing critical data related to the compliance and progress, as well as the NOMs.

Quarterly Reports



By these dates each quarter, during the contract period, you are required to submit a report to the Division, describing your progress in the community relative to your approved strategic plan. These reports assist the Division in reporting to SAMHSA on how the block grant funds are being spent. They also provide feedback to the Division on how our staff, technical assistance team, and/or evaluation team can further support your community efforts.

Audits

Through our contracts with you, we "pass along" the federal audit requirement. Because you receive federal funding, an Affirmation of Audit is required in order for us to determine if your organization receives more or less than \$500,000 in federal awards annually. If you receive more, we must contractually enforce that an A-133 audit is performed. Additionally, the State requires a financial audit be completed annually and submitted to the Division by this date.



Contract Requirements

Main Objective

The main objective of your contract is to carry out the strategic plan set forth in your application. While there are many responsibilities established through the contract, community change around alcohol and other substance misuse/abuse is the primary goal.

Term of Contract

The Core Prevention contracts are now two year contracts, as opposed to one year contracts that were awarded in prior years. The Core Prevention contracts are awarded for a State Fiscal Year (SFY), not a Federal Fiscal Year (FFY). What is the time frame that defines the two fiscal years?

- *State Fiscal Year:* July 1 through June 30
- *Federal Fiscal Year:* October 1 through September 30

Major Requirements

Reporting of Prevention Services

- *Quarterly Reports:* as mentioned on page 1, are required. They are **due on the 15th of every quarter** for each fiscal year during the contract period.
- *Monthly Invoices:* are **due on or before the 10th of each month**, following the month in which expenses were incurred.
- *Evaluation Data:* is required to be submitted through the PICS system developed by WYSAC. The dates for submission will vary depending on the activity in your community.
- *HIPAA Requirement:* You are not allowed to collect, obtain, or share directly or indirectly, any individually identifiable health information or any data that constitutes protected health information under the Health Insurance Portability and Accountability Act (HIPAA).

Substance Abuse Prevention Services

- Provide prevention services as outlined in your approved application.
- Comply with all federal and state laws, which include, but are not limited to:
 - Rules and Regulations of the Mental Health and Substance Abuse Services Division, December 11, 2009, Chapters 1-8
 - Certification by the Division
 - Federal Regulation 45 CFR 96

Financial Records

- Maintain financial accounting records and documents in accordance with Generally Accepted Accounting Principals (GAAP) and provide financial reports as may be requested by the Division.

Independent Financial and Compliance Audit

- Have an independent financial and compliance audit performed annually, due December 31 of each year.

Affirmation of Audit

- An Affirmation of Audit is due to the Division within 90 days of the execution of your contract.

Other

- Allow the Division or its designee to conduct periodic on-site evaluations of the services performed under your Contract.
- Send appropriate staff to attend training on topics such as data and evaluation, or any other training as may be required by the Division or its designee. This shall include any training(s) deemed mandatory for newly hired program managers.
- Screen, select, supervise, and monitor the performance of all personnel funded under the Contract, whether directly employed by the fiscal agent (Contractor) or under subcontract to the Contractor.
- Take corrective action, within a period of time specified by the Division, to remedy any deficiencies deemed by the Division to be adversely affecting the compliance with the Contract.
- Notify the Division, in writing, within 30 days, of any change in the executive membership of the board of directors and/or personnel (i.e. name, address, fax, and telephone numbers) using the Key Change Form. **(Note: If you do not have an electronic copy of the Key Change Form, please contact your state contact, Felicia Gutierrez at felicia.gutierrez@health.wyo.gov to request one.)**
- Submit the Key Change Form to the Division, when requesting approval on any work plan changes or budget line item reallocations.
- Maintain all receipts for purchases being reported on monthly invoice forms. Receipts may be requested at the discretion of the Division.
- Work with the Division, WYPTAC, and the Division's evaluator to implement and evaluate implementation of the plan set forth in your application.

Other Requirements

There are numerous other requirements as established by the Wyoming Attorney General contained within your contract. They may include, but are not limited to:

Withholding of Funds

- The Division may withhold payments if:
 - Required reports, forms and/or information are not submitted by their due date;
 - Required reports, forms and/or information are incomplete; and/or
 - Requirements of the contract, including timely completion of objectives set forth in your application, are not met.
- Payments can be withheld until the above issues are resolved.
- In the event that unforeseen circumstances arise, which prevent you from fulfilling any or all of the requirements, you must notify the Division, in writing, within 10 business days. The Division may then authorize or deny payment.
- Any unexpended funds held by the end of the term of the contract shall be returned to the Division by July 15, 2012.

Limitations on Lobbying Activities

- In accordance with P.L. 101-121, payments made from this federal grant shall not be utilized in connection with lobbying Congressmen, or any other federal Division in connection with the award of the federal grant.

Publicity

- Any publicity given to the program or services provided, including but not limited to: notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the fiscal agent and related to the services and work under your contract shall identify the Wyoming Department of Health, Mental Health and Substance Abuse Services Division as the sponsoring Division and shall not be released without prior written approval of the Division. **(Note: There is a Media Advisory Team (MAT), that you will send your media to for approval. That team includes your State contact, Felicia Gutierrez; and the WYPTAC team – Deanna Hooper, Mike Vercauteren.)**

Prohibited or Restricted Use of Funds

- *Prohibited:* DUI education; substance abuse assessments; individual client services; capital construction projects or the purchase of buildings or other long-term capital investments unless otherwise specifically provided in the contract; endowment funding; religious purposes; grants to individuals; lease of rental equipment; payment of deficits or retirement of debt; planning or administration of this grant aside from what is outlined and approved in your application; supplanting existing activities in any way or supplant projects that were previously funded through another sources; programs or services that deny service based on sex, color, race, religion, national origin, or disability; program or organization with conflict of interest; and payment of expense for lobbying for state and federal funds, including travel, per diem, telephone, printing or services of a lobbyist.
- *Restricted:*
 - Developing, purchasing, organizing, producing, erecting or staffing booths, displays, fairs or health fairs with brochures or other educational materials. Such use of funds must clearly support the goals and objectives of the application, and must be pre-approved, in writing, by the Division.
 - Paying for media which includes, but is not limited to: radio, television, and newspaper advertisements; and/or other promotional or advertising materials, unless specifically outlined in the approved application or pre-approved, in writing, by the Division.

Conflicts of Interest

- You shall not engage in providing consultation or representation of clients, agencies or firms which may constitute a conflict of interest which may adversely affect the Division. The contract can be terminated if a conflict of interest arises.

Ownership of Documents/Work Product/Materials

- All documents, reports, records, field notes, data, samples, specimens, and materials of any kind resulting from the performance of the contract are at all times the property of the Division.

Survival Beyond Termination

- Any and all obligations arising under the following sections of the contract: Withholding of Funds; Reporting of Prevention Services; Responsibilities of Contractor; Audit/Access to Records; Confidentiality of Information; Indemnification; Ownership of Documents/Work Product; and Sovereign Immunity, shall survive the termination of the contract.

Our Responsibilities to You

Payment

- The Division agrees to pay for the services outlined in the contract and in the approved application, within 45 days upon the receipt and approval of your monthly invoice. The collective monthly payments shall not exceed the contract total.

Consultation

- We will consult with and advise you, as necessary, about the requirements of the contract.

Monitoring and Evaluation

- We will monitor and evaluate your compliance with the conditions set forth in the contract and in your approved application. This includes, but is not limited to: monitoring of fiscal management of the program; review of written reports and key change requests; and quarterly evaluation of progress.

Limitation of Payments

- The Division's obligation to pay for services is conditioned upon the availability of state or federal government funds which are allocated to pay the fiscal agent. We will notify you at the earliest possible time if the contract will or may be affected by a shortage of funds.