

### Program Element #41: Reproductive Health Program

- 1. General Description.** Reproductive health services are the educational, clinical and social services necessary to aid individuals to determine freely the number and spacing of their children. The purpose of the Reproductive Health (RH) Program is to assist people of reproductive age to formulate and carry out a reproductive life plan by providing services in a manner satisfactory to OHA including, but not limited to, a broad range of effective contraceptive methods and reproductive health services on a voluntary and confidential basis.
- 2. Definitions Specific to the Reproductive Health Program.**
  - a. **Ahlers & Associates:** Vendor for data processing contracted by the OHA RH Program.
  - b. **Client Visit Record (CVR):** Data collection tool for reproductive health encounters developed by the US Department of Health and Human Services (HHS), Office of Population Affairs (OPA), Region X, Office of Family Planning, available from the Reproductive Health Program.
  - c. **Federal Poverty Level (FPL) Guidelines:** The annually-adjusted poverty income guidelines prescribed by HHS which OHA provides to LPHA by April of each year to determine income eligibility for clients.
  - d. **Federal Title X Program:** The federal program authorized under Title X of the Public Health Service Act to provide reproductive health services, supplies and education to anyone seeking them. By law, priority is given to low-income clients.
  - e. **Program Income:** Additional revenue generated by the provision of reproductive health services, such as client fees, donations, third party insurance and Medicaid reimbursement.
  - f. **Title X Program Requirements:** Program Requirements for Title X Funded Family Planning Projects (formerly the *Title X Program Guidelines for Project Grants for Family Planning Services*) revised in 2014 and published by the Office of Population Affairs, Office of Family Planning.
- 3. Procedural and Operational Requirements.** All reproductive health services supported in whole or in part with funds provided under this Agreement must be delivered in compliance with the requirements of the Federal Title X Program as detailed in statutes and regulations, including

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but not limited to 42 USC 300 et seq., 42 CFR Part 50 subsection 301 et seq., and 42 CFR Part 59 et seq., the Program Requirements for Title X Funded Family Planning Projects, OPA Program Policy Notices (PPN), and the OHA Reproductive Health Program Manual.

- a. **Title X Program Requirements.** LPHA must comply with the revised Federal Program Requirements for Title X Family Planning Projects, and any subsequent PPNs issued by OPA, including the following:
  - i. Operation of clinical sites that are open to the public on an established schedule and have specified clinical personnel as well as ancillary staff who can provide reproductive health services to the public.  
**Citation 42 CFR 59.5 (b)(3)**
  - ii. Provide a broad range of contraceptive methods as required in the Federal Title X Requirements and as defined in the OHA Reproductive Health Program Manual (Section A6).  
**Citation 42 CFR 59.5 (a)(1)**
  - iii. Provide an education program which includes outreach to inform communities of available services and benefits of reproductive health.  
**Citation 42 CFR 59.5 (b)(3)**
  - iv. Assure confidentiality for all clients receiving reproductive health services, including specific requirements for adolescents.  
**Citation 42 CFR 59.11**
- b. Each sub-recipient must adopt and implement policies, procedures and protocols developed and distributed, or approved by OHA, based on national standards of care, Title X requirements and MMWR Providing Quality Family Planning Services (QFP).
- c. Medications will be administered and dispensed following the Oregon Board of Pharmacy rules.  
**Citation OAR 855-043-0300 and OAR 855-043-0110 to 0120**
- d. Provide coordination and use of referral arrangements with other healthcare services, local health and welfare departments, hospitals, voluntary agencies, and health services projects supported by other federal programs.  
**Citation 42 CFR 59.5 (b) (8)**

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- e. Each sub-recipient must appoint a Reproductive Health (RH) Coordinator who will serve as the primary point of contact between the LPHA and the RH Program. The RH Coordinator attends trainings and meetings provided by the RH Program and must assume responsibility for conveying pertinent information and updates from the RH Program to personnel at all clinic sites, including subcontracted sites. Reproductive Health Program Manual (Section A1).
- f. Data Collection.
  - i. LPHA must collect and submit client data to OHA through Ahlers and Associates using the clinic visit record (CVR) for each individual receiving any service supported in whole or in part with OHA funds provided under this Agreement.
  - ii. LPHA must collect and submit to OPA the DHHS Title X Outreach and Enrollment Data Report detailing Affordable Care Act outreach and enrollment activities.

**4. Reporting Requirements.** In addition to the reporting obligations set forth in Exhibit E Section 8 of this Agreement, LPHA shall submit to OHA the following written reports:

- a. **Annual Plan for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will supply the due date, required format and current service data for use in completing the plan.
- b. **Projected Budget for Reproductive Health Services** covering the period of July 1 through June 30 of the succeeding year. OHA will provide due date and required format.  
**Citation 45 CFR 92.20**
- c. **Reproductive Health Revenue and Expenditure Report** must be submitted quarterly on the dates specified in Exhibit E Section 8 of this Agreement.

**5. Program Income.**

- a. **Sliding Fee Scale.** If any charges are imposed upon a client for the provision of reproductive health services assisted by the State under this Program Element, such charges: (1) will be pursuant to an OHA-approved sliding fee schedule of charges, (2) will not be imposed with respect to services provided to low-income clients, and (3) will be

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adjusted to reflect the income, resources, and family size of the client provided the services, in accordance with 42 USC 701-709.

**Citation 42 CFR 59.5 (a) (7) and (a) (8)**

- b. **Fees.** Any fees collected for reproductive health services shall be used only to support the LPHA's Reproductive Health Program.

**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**

- c. **Disposition of Program Income Earned.** OHA requires that LPHA maintain separate fiscal accounts for program income collected from providing reproductive health services. Program income collected under this Agreement subsection must be fully expended by the termination date of this Agreement and only for the provision of the services set forth in this Program Element Description, and may not be carried over into subsequent years. See definition 2.e of this PE for definition of program income.

**Citation 45 CFR 74.21, 74.24, 92.20, 92.25**

- 6. **Subcontracting.** If LPHA chooses to subcontract all components of reproductive health services, assurances must be established and approved by OHA to ensure the requirements of this Agreement are adhered to.

- a. LPHA may sub-contract with another Title X grantee or sub-recipient within the same service area for the provision of Title X Family Planning services. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

- b. LPHA may sub-contract with a non-Title X sub-recipient of OHA within the same service area but must provide all necessary training to ensure that said sub-contractor is fully knowledgeable of Title X program requirements. LPHA shall monitor client care and adherence to all program requirements as outlined in this contract. LPHA shall participate in triennial reviews and must rectify any review findings. Additional reviews, conducted by LPHA will be required as part of a sub-contract agreement.

- c. LPHA may not retain more than 10% of the funds awarded for reproductive health services for indirect costs, incurred for the purposes of training and monitoring sub-contractor as specified above.

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- d.** LPHA must assure that all requirements of this Program Element are met by the sub-contracting agency.