Dear Practitioner:

Thank you very much for your interest in applying for affiliation with FertilityCare™ Centers of America. We are including the following documents to help you complete your application:

- FCCA Overview;
- Official FCCA Affiliate Benefits;
- Role of Responsible Practitioner;
- Frequently Asked Affiliation Questions;
- Instructions for Completing the Application;
- Application for Affiliation;
- Affiliation Agreement;
- Education Program Director’s Recommendation;
- NaProTECHNOLOGY Collaborative Agreement;
- Checklist.

Thank you very much for your interest in our Affiliation Program. If there are any questions, please contact Gerianne Jensen, Assistant Administrator, at gerianne.jensen@fertilitycare.org or (402) 505-8917. Her office hours are generally Monday-Thursday from 10:00 a.m. to 4:00 p.m. and Friday from 12:00 p.m. to 4:00 p.m. Central Time.

We look forward to receiving your application.

Sincerely yours,

Paul A. Hilgers, J.D.
President

PAH/gmj

Attachments
What is FertilityCare™ Centers of America?
FCCA OVERVIEW

What is FertilityCare Centers of America?

FertilityCare Centers of America ("FCCA") is a non-profit corporation whose primary purpose is to promote and unite the CREIGHTON MODEL FertilityCare System ("CrMS") and the new reproductive science of NaProTECHNOLOGY ("NaPro") under one identifiable name. Similar to franchises such as McDonald’s, FCCA ensures that the quality of the services delivered by an FCCA affiliate meets the standards of excellence established by FCCA. It also ensures that the services received are CREIGHTON MODEL and no other model. Wherever the location of the FertilityCare Center is, the public will know that they are receiving the same quality FertilityCare services.

Why is FCCA necessary?

It is necessary to distinguish the differences and the uniqueness of the CrMS so it is not confused with other natural methods of fertility regulation. No other system can achieve the family planning and reproductive health benefits of the CrMS.

- The CrMS can be used to monitor and maintain procreative and gynecologic health.
- The reproductive science of NaPro was developed as a result of research in the CrMS.
- The standardization of the CrMS allows for the observation, tracking and interpretation of biological markers that may be medically significant.
- NaPro cannot be practiced without the CrMS.
- CrMS is a system, not simply a natural method of family planning; and because of that, it is highly versatile.
- By bringing the CrMS under one common identity, we are able to market this service to a larger and more diverse population.

Why must my center become an affiliate of FCCA?

- Formal affiliation allows each program to use a name that contains the term “FertilityCare” as a part of its formal name recognition in each local area and identifies each center as a member of a large and distinguished professional organization.
- Each FertilityCare Program will be allowed to “feature NaProTECHNOLOGY” with a Certified FertilityCare Medical Consultant associated with your program. The term “features NaProTECHNOLOGY” is for advertising or marketing purposes.
• Formal affiliation allows each program to purchase CREIGHTON MODEL client and practitioner education and training materials. These materials are only available to affiliates of FCCA.

• Formal affiliation allows each program to utilize and benefit from any marketing or promotional initiatives of FCCA and to be listed on the fertilitycare.org website.

**What are the prerequisites for a FertilityCare Center?**

• A FertilityCare Center affiliate is required to have a FertilityCare Practitioner as the Responsible Practitioner in the administration of the Center. This is to ensure quality control of CREIGHTON MODEL services.

• The Responsible Practitioner must be certified, or in the process of obtaining certification, through the American Academy of FertilityCare Professionals within three years of passing the Final Certificate Examination.

• A Certified FertilityCare Medical Consultant who is not a FertilityCare Practitioner cannot, on his/her own, set up a FertilityCare Center. Such a Medical Consultant could be the driving force behind a FertilityCare Center but must have at least one Certified CREIGHTON MODEL FertilityCare Practitioner who will assume the responsibility of maintaining the quality and the standards of the FertilityCare Center. The individual physician will be responsible for the medical portion of the program under the concepts of NaPro.

**When can my program become an affiliate?**

A program directed by an individual who is currently in a CREIGHTON MODEL Education Program is not eligible for affiliation until the Practitioner has satisfactorily completed the Practitioner Education Program and passed the Final Certificate Examination. The Practitioner must then begin the process of Certification. During the course of training, preparations can be made in anticipation of the completion of the program. The Practitioner Intern’s Education Program Supervisor can assist in this preparation.

**Are there different types of affiliations?**

There are Institutional Affiliation, Organizational Affiliation, Diocesan Affiliation, and Independent Affiliation.

1. **Institutional Affiliation:** This is a FertilityCare Center that is associated with a formal institution such as a health care facility, hospital, university, etc.

2. **Organizational (Group) Affiliation:** This is a FertilityCare Center that is a free-standing, not-for-profit institution on its own merits.

3. **Diocesan Affiliation:** This is a FertilityCare Center that is associated with a Catholic diocese. In such a circumstance, where it is common to offer several methods of natural family planning instruction, the designation FertilityCare can apply only to the CREIGHTON MODEL portion of the program.

4. **Independent Affiliation:** This is a FertilityCare Center that is located in a physician’s office, for example, or perhaps in some other facility not mentioned above. It could also represent a FertilityCare Center that is operated by an individual in a non-incorporated manner.
How do I become an affiliate?

You will receive information to contact FCCA for an affiliation application as soon as you have completed all the requirements for the FertilityCare Practitioner Program. You can submit your application when you receive these materials.

What is the difference between FertilityCare Centers of America and the American Academy of FertilityCare Professionals?

- FCCA is an organization of service programs incorporated to ensure quality CREIGHTON MODEL Services nationwide and worldwide provided under one general identifiable name, “FertilityCare™”.

- The American Academy of FertilityCare Professionals, (“AAFCP”), is an organization whose purpose is to foster, advance, and promote quality FertilityCare through service, education, and research. The Academy offers Accreditation of FertilityCare Practitioner Education programs, Certification of FertilityCare Professionals, Service Program Approval for service programs, and continuing education through their publications and Annual Meetings. For more information, go to: https://aafcp.net.

How do I contact FCCA?

FertilityCare Centers of America
6901 Mercy Road
Omaha, NE 68106
(402) 505-8917
gerianne.jensen@fertilitycare.org
www.fertilitycare.org
OFFICIAL FCCA BENEFITS
OFFICIAL FCCA AFFILIATE BENEFITS

Affiliation

The Affiliate:

- joins the nationwide and worldwide CREIGHTON MODEL FertilityCare™ System (CrMS) Network.
- is part of a team which delivers both morally and professionally acceptable procreative health services.
- receives a certificate of affiliation suitable for framing.
- receives the FertilityCare™ Centers of America Affiliate Manual to help in understanding the purpose of the organization and in marketing their center.
- has access to any future developments with CrMS, NaProTECHNOLOGY, and the provision of FertilityCare™ Services.
- has access to current important contact information.
- receives a sample letterhead to use with their FertilityCare™ Center.

Standardization

The Affiliate:

- has access to all CrMS teaching materials, supplies and updates provided solely under the designation of a protected name.
- may establish formal collaboration with CREIGHTON MODEL Medical Consultants, Nurse Practitioners, Physician Assistants, or Nurse Midwives.
Promotion

The Affiliate:

- is listed on the FCCA website, www.fertilitycare.org.

- has access to promotional materials for CREIGHTON MODEL FertilityCare™ Services. This would include brochures, booklets, radio advertising, television advertising, and other promotional materials as they are developed. A discount will often apply.

- has access to FertilityCare™ logos and trademarks.

- receives a sample Press Release to use in promoting their new FertilityCare™ Center.

- receives information and materials to celebrate Worldwide FertilityCare™ Week in March each year.

Communication

The Affiliate:

- is invited to an FCCA annual reception sponsored by the FCCA Board of Directors held during the AAFCP annual meeting.

- receives updates from FertilityCare™ Centers of America on current issues of interest.
RESPONSIBLE PRACTITIONER (RP) RESPONSIBILITIES
RESPONSIBLE PRACTITIONER (RP) RESPONSIBILITIES

- Achieves and maintains certification through AAFCP (required).
- Encourages certification for FCPs associated with Center by the AAFCP.
- Works towards establishing a Center of Excellence (AAFCP).
- Assumes responsibility for professional operations of the FertilityCare Center in accordance with the Affiliation Agreement with FertilityCare Centers of America (FCCA).
- Ensures FertilityCare Center meets requirements for affiliation and renewal with FCCA.
- Ensures appropriate representation as an FCCA affiliate in marketing efforts and ensures accuracy and appropriateness of publicity/marketing of Center.
- Completes and submits renewal application annually with renewal fee.
  - Submits statistics for activity of Center as required on application.
- Maintains collaborative agreement with Medical Consultant(s) associated with featuring NaProTECHNOLOGY.
- Maintains relationship with Medical Consultant(s) appropriate to RP’s/FCP’s medical or non-medical status.
- Conveys role of Responsible Practitioner with other FCPs in Center.
- Develops and maintains effective mode of communication regarding FCCA with other FCPs in Center.
- Develops means of professional communication between Center and Collaborative Medical Consultant(s) to facilitate client referrals and enhance patient care.
- Develops, reviews annually, and updates policies for Center as needed.
- Facilitates and/or encourages appropriate continuing education for Practitioners/Medical Consultants affiliated with Center such as, but not limited to:
  - AAFCP accredited meetings;
  - Recordings from AAFCP accredited meetings;
  - Local Creighton Model meetings or in-services.
FREQUENTLY ASKED AFFILIATION QUESTIONS

Q. Is the FCCA application process similar to initial certification through the American Academy of FertilityCare Professionals?

A. The application process is different from the certification process. This application process is to establish formal affiliation with a national organization which is being established for the provision and promotion of CREIGHTON MODEL FertilityCare™ Services.

It is required that all Responsible Practitioners and Collaborative Medical Consultants be certified by the American Academy of FertilityCare Professionals within three years of completion of their education program.

In addition, you must be certified by the AAFCP in order to become an Active Member.

Q. Will a directory of all FCCA affiliates be published and made available?

A. The FCCA Directory (without any personal names attached) is published online at www.fertilitycare.org.

Q. Will my affiliation have to obtain approval for any promotional pieces developed as an affiliate of FCCA?

A. FCCA will make available standardized promotional pieces for purchase to its affiliates. These will carry with them the logo of the FCCA. At the same time, if a local affiliate would like to develop individual materials which they think would be unique in their own area and they would like for that material to carry the FCCA logo, then it would need to be submitted to FCCA for final approval. If they develop promotional materials that do not carry the FCCA logo, then no approval is needed.

Q. Why is the affiliation fee based on the number of clients taught?

A. Emphasis has been placed upon not trying to penalize small centers who may not have the resources for the affiliation fee. It seemed most fair to gauge the affiliation fee based on the number of clients taught. With the affiliation agreement, this is not enacted until completion of the first calendar year of the program. This gives each affiliate one year to implement
strategies in order to raise their own fees if needed to generate the annual FCCA affiliation fees.

**Q.** In subsequent years, will our renewal of affiliation fee be based on the previous year's number of clients taught or a projected number?

**A.** The affiliation fee for a subsequent year will be based upon the actual number of clients taught in the previous 12 months.

**Q.** Do I need a minimum number of clients to qualify for affiliation?

**A.** There is no minimum number of clients needed to qualify for affiliation with FCCA. However, we do expect only active programs to submit for affiliation.

**Q.** If I work for a diocese, can I still be recognized under the Natural Family Planning umbrella of the Diocese?

**A.** Ultimately, that is a decision that will need to be made locally at the level of every diocese. However, there is no good reason that a diocese cannot have a FertilityCare™ Center as a part of their overall approach in the field of natural family planning. In fact, in the development of the CREIGHTON MODEL SYSTEM, care has been taken to make certain that it is completely compatible with Catholic teaching in all areas related to human sexuality and procreative ethics. It would seem to us that having a FertilityCare™ Center as a part of a Diocesan program would be a very positive action since the CREIGHTON MODEL FertilityCare™ System has such great versatility and provides so much opportunity to Catholic married couples to resolve their family planning, reproductive medicine and other gynecologic problems in ways that are completely consistent with the Church’s teaching.

**Q.** What defines artificial reproductive technologies in the NaPro TECHNOLOGY® Collaborative Agreement?

**A.** The artificial reproductive technologies involve the various treatment strategies of infertility. These would include in vitro fertilization, gamete intrafallopian transfer, zygote intrafallopian transfer, artificial insemination, surrogate motherhood, etc. In reality, it also includes such things as artificial contraceptive technologies, sterilization, and abortion.

**Q.** Will a Creighton Model Nurse Practitioner, Physician Assistant, or Nurse Midwife qualify for the collaborative agreement for offering NaPro TECHNOLOGY?

**A.** Yes, an individual who has completed the formal training as a Creighton Model Nurse Practitioner, a Physician Assistant, or a Nurse Midwife will qualify to collaborate with a FertilityCare™ Center in the provision of at least basic NaPro TECHNOLOGY services. Those individuals will need to complete the NaPro TECHNOLOGY® Collaborative Agreement form in order for the center to be able to advertise itself as “Features NaPro TECHNOLOGY.”
Q. Why is it important to have malpractice insurance and coverage limits listed on the NaProTECHNOLOGY Collaborative Agreement?

A. NaProTECHNOLOGY involves the medical aspects of evaluation and treatment of a whole variety of gynecologic and reproductive problems. When a physician, nurse practitioner, physician assistant, or nurse midwife works in their profession, they are almost always universally covered by malpractice insurance. This is standard, and all FCCA NaProTECHNOLOGY medical providers should have their own malpractice insurance.

Q. Do I need to hire an attorney to review the Affiliation Agreement?

A. With regard to whether the affiliates need to retain attorneys for the review of the Affiliation Agreement, it is not a requirement. FCCA has determined that, for the most part, most affiliates will not need to hire an attorney unless they are establishing an LLC. However, FCCA would never hinder an affiliate from seeking legal assistance if they so choose. It may make them feel more comfortable having their own attorney review it, and that is their right.

Q. Could you explain, in layman terms, what some of the provisions in the Affiliation Agreement mean?

A. There are a number of provisions in the Affiliation Agreement that are expressed in “legalese.” This is because FCCA has worked with attorneys in the development of this agreement so that everyone is protected. The most common questions that have come up with regard to the Affiliation Agreement include the following sections (identified by number of the section of the Affiliation Agreement entitled “Basic Legal Association.” As part of our service to affiliates, the following layperson’s interpretation of these clauses is provided for your benefit:

5. INDEMNITY: The Indemnity Provision is there to protect FCCA from liability for the day-to-day operations of the affiliate. At the same time, it does not protect FCCA from any wrongdoing originating from FCCA.

6. LIMITATIONS ON AUTHORITY: The Limitation on Authority is there to protect the autonomy of FCCA and the autonomy of the affiliate.

12. MISCELLANEOUS PROVISIONS: The four miscellaneous provisions are perhaps the most “legalese” of all of the provisions, and a more in-depth layperson’s analysis of those is presented:

a. Injunctive Relief: Occasionally, if a court finds there is a breach of contract, the only available remedy is money damages, unless other provided. In many disputes, such as a trademark infringement, the most important goal is to stop the violation from continuing. Money damages after the fact are generally not as valuable as stopping a violation right at the start. Injunctive Relief allows the court to issue a temporary or permanent injunction to stop a party’s actions that violate the contract before any serious damage can be done. By having this provision in the contract, we ensure that both parties have the ability to seek not only money damages to correct a violation of the contract, but also an injunction to stop the violation from continuing.
b. **Law Governing:** All states have fairly similar rules of construction when interpreting contracts, but there are some differences. To promote uniformity between all parties when several states can be involved, most contracts choose one state as the basis for contract interpretation. This means that a provision in this contract will mean the same thing in Florida as it does in California. By indicating that the agreement will be construed and governed by the laws of the State of Nebraska, it creates uniformity for both the affiliates and for FCCA.

c. **No Waiver:** This provision protects both parties and promotes consistency over the life of the affiliation by ensuring that a temporary deviation from the contract does not amount to a waiver of any specific provision. This provision is frequently used in rental contracts so that if the landlord lets the rent be late once, the landlord has not waived the right to collect the rent on time in the future. In this agreement, the provision might apply if, due to unforeseen circumstances, an affiliate was behind on paying dues or FCCA was late on providing services; that the other party would “forgive” the delay, but not waive the right to hold the party to the terms of the agreement at a later date.

d. **Severability:** From time to time, a court interpreting a contract might hold that a specific provision of the contract violates some particular statute or rule of law. In many cases, this dooms the contract, and the whole agreement is rendered void. A severability clause would allow the remainder of the agreement to be considered valid despite the invalid provision.

**Q. Why is it important to have this “legalese” in an Affiliation Agreement such as this?**

**A.** An Affiliation Agreement spells out the duties and responsibilities of both the affiliate as well as FCCA. It puts in writing those responsibilities and makes it clear what everyone is agreeing to. It is not meant to in anyway intimidate the affiliates but rather to protect them. FCCA was established to help enhance the promotion of the unique services provided under the **CREIGHTON MODEL SYSTEM.** Eventually, this will be built into both a national and international program and in order to protect the integrity of that product both at the local, national and international level, this type of an agreement is necessary.

**Q. If I have any other questions, not listed above, who do I contact?**

**A.** Please contact Gerianne Jensen by phone (402) 505-8917, email gerianne.jensen@fertilitycare.org, or mail. You may also write directly to Paul A. Hilgers, J.D., President; **FertilityCare™ Centers of America;** 6901 Mercy Road; Omaha, NE 68106. A written reply will be submitted to you for those written questions.
INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR AFFILIATION

Including Application Fee Schedule
INSTRUCTIONS FOR COMPLETING THE APPLICATION FOR AFFILIATION

Introduction

FertilityCare™ Centers of America, Inc. is a non-profit organization which has been established for the primary purpose of promoting the CREIGHTON MODEL FertilityCare™ System and the new reproductive science of NaProTECHNOLOGY®. The Pope Paul VI Institute for the Study of Human Reproduction is the owner of the terminology “FertilityCare™” and “NaProTECHNOLOGY”.

The purpose of establishing this national organization is to unite Creighton Model Services nationwide and worldwide under one general identifiable name. This name is “FertilityCare™”. In this way, CREIGHTON MODEL services can be identified by their name, and their unique services can be properly promoted.

The concepts of FertilityCare™ Centers of America were discussed in detail over a number of years at the annual meetings of the American Academy of Fertility Care Professionals (formerly American Academy of Natural Family Planning). The organization, along with its sister organizations FertilityCare™ Centers International and Love and Life Unlimited™, were formally incorporated in July 1999.

As a summary to why it has been determined that such a move is necessary at this time, the following points have been advanced:

- The CREIGHTON MODEL FertilityCare™ System (CrMS) is unique in its field. There is no other system with its capability.
- The CrMS has never been a system of only avoiding pregnancy.
- The CrMS teaches couples how to achieve pregnancy as well as avoid pregnancy.
- The CrMS teaches men and women an appreciation and understanding of their fertility.
- The CrMS is a system that can be used to monitor and maintain procreative and gynecologic health.
• The new reproductive science of NaProTECHNOLOGY® was developed as a result of the research that has been done on the CrMS. NaProTECHNOLOGY® cannot be done without the CrMS.

• The CrMS is medically and educationally standardized, making the observation of its biological markers medically significant.

• It is a system – not a method – and because of that, it is highly versatile.

• The system teaches about focused intercourse and not abstinence. It distinguishes between genital and sexual contact, and it helps couples discover what John Paul II called the “Inner Soul of Human Sexuality.” Furthermore, the system embraces Pope John Paul II’s concept expressed in his “Theology of the Body.”

• The CrMS is imminently marketable if we are able to bring the services under one common identity.

• A considerable amount of research has been done to support this move amongst CREIGHTON MODEL teachers and nationally recognized repositioning experts.

By receipt of this application, you and your program can begin the process for which formal affiliation can take place. Formal affiliation will allow you to use a name which contains the term “FertilityCare™” as a part of your formal name recognition in your local area. In addition, with the appropriate arrangement of a CREIGHTON MODEL Medical Consultant to be associated with your center, it will also allow your FertilityCare™ Center to “Feature NaProTECHNOLOGY®”. Such a statement could appear on your letterhead or on business cards, etc. The terminology “Features NaProTECHNOLOGY®” is for advertising or marketing purposes.

All FertilityCare™ Centers will require a CREIGHTON MODEL Practitioner as a Responsible Practitioner within the administration of the Center for the quality control of the CREIGHTON MODEL services. It is necessary for the Responsible Practitioner to be certified through the Academy of FertilityCare Professionals (AAFCP) within three years of passing the Final Practitioner Certificate Examination. These services must meet the standards that are presented to new teachers of the CREIGHTON MODEL System for AAFCP service programs. Thus, for example, CREIGHTON MODEL Medical Consultants who are not Practitioners cannot, by themselves, set up a FertilityCare™ Center. Such Medical Consultants could be the driving force behind a FertilityCare™ Center, but they must have at least one CREIGHTON MODEL Practitioner who will assume the responsibility of maintaining the quality and the standards of the FertilityCare™ services themselves. The individual physician will be responsible for the medical portion of the program under the concepts of NaProTECHNOLOGY®.

Those individuals who are currently in a CREIGHTON MODEL Education Program are not eligible for affiliation until they have satisfactorily completed their course work. During the course of their training, preparations can be made, however, for such affiliation in anticipation of the completion of their program.
GUIDELINES FOR NAMING FCCA AFFILIATES

Each individual FCCA affiliate will be given a certain amount of freedom in choosing their center name. However, this must include the term “FertilityCare™” in that name. This is mandatory in order to identify the center's affiliation with FertilityCare™ Centers of America, Inc.

ACCEPTABLE CENTER NAMES

Center names are encouraged to reflect an orientation to:
- professional
- service
- mission
- allied health

UNACCEPTABLE CENTER NAMES

- Proposed center names may not include personal names or initials, trademarked names, city names, or the word “Natural”.
- A non-English name must include the translation on the application form.
- The applicant must also include the rationale behind the center’s chosen name and what the applicant wishes to convey with the center's name on the application form.

PROPOSED GEOGRAPHIC CENTER NAMES, RULES, AND GUIDELINES

State Names
- No state name in entirety can be used.
- No duplicate names within a state will be approved.

City Names: It is important to avoid granting city-wide authority where there could be multiple centers.
- With limited exceptions, centers named solely after a city with no qualification will not be approved. A center named after a city that is qualified by identifying a section or area of such city will be considered.
- A center named solely after a city may be approved if the population is under 100,000.

APPROVAL AND PROTECTION OF CENTER NAMES

- Proposed names will be submitted for final approval to the Board of Directors of FertilityCare™ Centers of America.
- The use of the term “FertilityCare™” will be limited to Responsible Practitioners who are certified (CFCP) or in the process of becoming certified with AAFCP. In other words, it will represent only Creighton Model Services.
A FertilityCare™ Center can either “feature NaProTECHNOLOGY®” or simply provide CREIGHTON MODEL FertilityCare™ Services (without the associated medical component). However, in order to “feature NaProTECHNOLOGY®”, the individual center must have a signed “NaProTECHNOLOGY Collaborative Agreement” for each Physician (Nurse Practitioner, Physician Assistant, or Nurse Midwife) who may be participating as a Medical Consultant for their center. These agreements will then be reviewed by FertilityCare™ Centers of America, and approval will be given. If you do not have Medical Consultants locally available, you could select a physician who might be at some distance from your center if that Medical Consultant would be willing to assist you, even by long distance. In that regard, the physicians of the Pope Paul VI Institute for the Study of Human Reproduction could also serve as your NaProTECHNOLOGY collaborator. In fact, they could also be collaborators with other local Medical Consultants as well. The Institute is not trying to take any work away from any other physicians, but it is trying to see to it that the strength of the medical component is as strong as possible.

In making application, it is important to complete the application for affiliation along with the collaborative agreement, if so desired, and the Affiliation Agreement must be completed and signed properly with the affiliation fee enclosed if paying by check. Once this is completed and approved by the FCCA Board of Directors, your affiliation and formal name will be recognized by FertilityCare™ Centers of America with a certificate for framing and placing in your Center.
Application for Affiliation

I. In the Application for Affiliation, the first thing you need to check is whether or not this will be an institutional, organizational, diocesan or independent affiliation. The following definitions will apply:

A. Institutional Affiliation: This is a FertilityCare™ Center that will be associated with a formal institution, such as a health care facility, hospital, university, etc.

B. Organizational (Group) Affiliation: This is a FertilityCare™ Center which is a free-standing, not-for-profit institution on its own merits.

C. Diocesan Affiliation: This is a FertilityCare™ Center that is associated with a Catholic diocese. In such a circumstance, where it is common to offer several models of natural family planning instruction, the designation “FertilityCare™” can apply only to the CREIGHTON MODEL portion of the program.

D. Independent Affiliation: This would represent a FertilityCare™ Center that is located in a physician’s office, for example, or perhaps in some other facility not mentioned above. It could also represent a FertilityCare™ Center that is run by an individual in a non-incorporated fashion.

II. In Section II of the application, complete the proposed name of the center as you would like it to read.

III. If the center’s proposed name is in a foreign language, provide the English translation of the name. Also provide the rationale behind the chosen name and what you wish to convey in the center’s name.

IV. The number of clients since completion of your Practitioner Program needs to be listed here. If you have been teaching at an existing FertilityCare™ Center, base your fee on new clients (women) since the center’s last renewal. There are two categories of new clients: single women and engaged/married couples. The initial fee will be based on the total number of women in your program. The fee does increase in the second year of the program, and this will be based upon a sliding fee assessment according to the number of women taught in the previous year (attended Introductory Session and at least the first Follow-up). The sliding fee assessment amounts to a $3-4 charge per client. By adding this only in the second year of the Affiliation Agreement, it gives the new Affiliate the time to increase their own program fees sufficiently to cover this cost by the beginning of the second year.

V. List the number of CREIGHTON MODEL Practitioners, Instructors, and Interns that work in your center. You will also need to complete the form on page 7 which asks for the names of all of your practitioners/instructors, their bilingual abilities, and their email addresses.
VI. List the names and addresses, on page 6, of all of those CREIGHTON MODEL Practitioners, Instructors, Interns, and Medical Consultants associated with your program for any future communication with FCCA.

VII. Here, indicate how the name of your FertilityCare™ Center is to be listed on the FCCA website on www.fertilitycare.org. No personal names or addresses will appear on the website, but the name of the center, city, state, country, telephone, fax and email can all be provided here. If you have a website, you may list it also.

VIII. A. Check the appropriate term on the NaProTECHNOLOGY Provision here.

   B. Put the name(s) of the CREIGHTON MODEL Medical Consultant(s) that you will be working with. Each of these must have a signed collaborative agreement presented with the application form. In addition, if you have more than three, provide all the same information on a separate sheet of paper.

IX. The NaProTECHNOLOGY Collaborative Agreement is noted to be enclosed or not enclosed. If more than one person will provide this service, an Agreement is needed for each along with a copy of their certificate of completion from the Medical Consultant Program.

X. Each FertilityCare™ Center must have a Responsible Practitioner who has been formally trained in the CREIGHTON MODEL System. This individual will be responsible for maintaining the CREIGHTON MODEL standards of the Center identified in the application, and their signature must be placed at the end of the application. In addition, their name, address, telephone, fax and email should also be presented. Please mark if you are certified by AAFCP and/or a member. NOTE: a copy of the Certificate (or letter) of Completion from a CrMS Education Program must be enclosed, and the Education Program Director's Recommendation form must be forwarded to the director of the program you completed.

XI. The attestation to the application will allow for the Responsible Practitioner signature to be applied, and then any other responsible administrative persons who may be involved in running or operating the FertilityCare™ Center should also be named with their formal position, address, etc., and signature (if applicable).
**NaProTECHNOLOGY Collaborative Agreement**

The Collaborative Agreement is relatively self-explanatory. It does explain the basic agreement that the individual Physician (or Nurse Practitioner, Physician Assistant, or Nurse Midwife) must sign to collaborate with a FertilityCare™ Center. There is no limitation on the number of FertilityCare™ Centers that a Medical Consultant may be associated with or the number of Medical Consultants who can be associated with an individual center. However, a signed Collaborative Agreement must be present for each collaboration. The Medical Consultants who agree to collaborate do have the right to see the Affiliation Application and Agreement. In order for an MC to sign a Collaborative Agreement, they must be certified by the American Academy of FertilityCare Professionals within three years of their program completion. In addition, the Collaborative Agreement is not an Employment Agreement and should not be interpreted as such. This same Collaborative Agreement can be used for properly trained CREIGHTON MODEL Nurse Practitioners, Physician Assistants, or Nurse Midwives.

**Affiliation Agreement**

In the next section, there is a Formal Affiliation Agreement in which the name of the FertilityCare™ Center needs to be entered and the type of affiliation requested is checked. This Affiliation Agreement is made up of the Basic Responsibilities, Basic Philosophical Principles, and components of the Basic Legal Association (the legal language of the Affiliation Agreement).

This Affiliation Agreement is then properly signed by the Responsible Practitioner and any other responsible administrator for the center. It will, in turn, be signed by the President of FertilityCare™ Centers of America, Paul Hilgers, J.D., and a copy will be returned to the center for permanent file.

**Formal Certificate**

When the application is approved, a formal certificate recognizing the affiliation to FertilityCare™ Centers of America will be issued to the center.

**Fees**

The fee schedule is attached. FCCA reserves the right to change this fee structure without advance notice.

**Signature**

The applicant should sign the attestation clause as the Responsible Practitioner. Any other responsible administrative person involved in running or operating the FertilityCare™ Center should also sign this clause and add the information requested.

**Questions**

Please contact FCCA with any questions that might arise during this application process.
**AFFILIATION FEE SCHEDULE**

I. During the first year:

<table>
<thead>
<tr>
<th>AFFILIATE STATUS</th>
<th>LESS THAN 50 CLIENTS PER YEAR</th>
<th>50 OR MORE CLIENTS PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Institutional</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>Organizational</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>Diocesan</td>
<td>$50</td>
<td>$100</td>
</tr>
<tr>
<td>Independent</td>
<td>$50</td>
<td>$100</td>
</tr>
</tbody>
</table>

II. During subsequent years, your affiliation fee will be the base affiliation fee plus a sliding scale assessment:

<table>
<thead>
<tr>
<th>IF YOUR NUMBER OF CLIENTS IN THE PREVIOUS YEAR IS</th>
<th>BASE AFFILIATION FEE</th>
<th>SLIDING SCALE FEE ASSESSMENT</th>
<th>TOTAL AFFILIATION FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 25</td>
<td>$ 50</td>
<td>$ 30</td>
<td>$ 80</td>
</tr>
<tr>
<td>26 - 50</td>
<td>$ 50</td>
<td>$114</td>
<td>$164</td>
</tr>
<tr>
<td>51 - 75</td>
<td>$100</td>
<td>$189</td>
<td>$289</td>
</tr>
<tr>
<td>76 - 100</td>
<td>$100</td>
<td>$264</td>
<td>$364</td>
</tr>
<tr>
<td>101 - 150</td>
<td>$100</td>
<td>$375</td>
<td>$475</td>
</tr>
<tr>
<td>151 +</td>
<td>$100</td>
<td>$525</td>
<td>$625</td>
</tr>
</tbody>
</table>
APPLICATION FOR AFFILIATION
APPLICATION FOR AFFILIATION

INSTRUCTIONS: Please read carefully the enclosed instructions for completing this application.

I. TYPE OF AFFILIATION

We are/I am applying for the following type of affiliation with FertilityCare™ Centers of America (check only one):

☐ Institutional Affiliation
☐ Organizational (Group) Affiliation
☐ Diocesan Affiliation
☐ Independent Affiliation

II. PROPOSED NAME OF CENTER

We/I propose the following name for our Center (see Guidelines for Naming FCCA Affiliates):

Proposed Name:__________________________________________________________

Address:______________________________________________________________

Teaching Location? Yes ☐ No ☐

If No, Center Location Address: __________________________________________

Tele #: ___________________ Fax #: ___________________

Email: ________________________________________________________________

Website: ______________________________________________________________
III. IF PROPOSED CENTER NAME IS IN A FOREIGN LANGUAGE, PLEASE PROVIDE ENGLISH TRANSLATION:

What is the rationale behind the proposed Center name? What are you trying to convey with the Center name?

IV. The initial application fee is based on the total number of new clients (women) since completion of your Practitioner Program. If you have been teaching at an existing FertilityCare Center, base your fee on new clients (women) since the center’s last renewal.

NUMBER OF NEW CLIENTS = WOMEN

Single Women*         Engaged/Married Couples

*Single Women includes never married, divorced, separated, or widowed.

(If a man is impacted by the services, count “Engaged/Married Couples,” otherwise count “Single Women.”)

BASE YOUR FEE ONLY ON THE TOTAL NUMBER OF WOMEN.

V. NUMBER OF CREIGHTON MODEL FERTILITY CARE PRACTITIONERS, INSTRUCTORS, AND PRACTITIONER INTERNS WORKING IN YOUR CENTER:

#Please complete page 8 with names, bilingual abilities, and email addresses of all Practitioners and Instructors with your center.

VI. LIST THE NAMES AND EMAIL ADDRESSES (ON PAGE 7) OF ALL CrMS PRACTITIONERS, INSTRUCTORS, INTERNS, AND MEDICAL CONSULTANTS ASSOCIATED WITH YOUR CENTER TO WHOM YOU WOULD LIKE THE FCCA UPDATES SENT.
VII. NAME AS YOU WOULD WISH IT TO APPEAR ON FCCA WEBSITE
(www.fertilitycare.org)

Name of Center: ________________________________

Address: ______________________________________

City: __________________________________________

State: ___________________ Zip: __________________

Country: ___________________

Tele #: ___________________ Fax #: __________________

Email: _______________________________________

Website: ______________________________________

PLEASE NOTE: No personal information will appear on the website unless requested.

VIII. NaProTECHNOLOGY PROVISION

A. Our program will □ will not □ be promoted as a program that “Features NaProTECHNOLOGY” (see instructions).

B. If your program will be “featuring NaProTECHNOLOGY”, please identify below your Creighton Model Medical Consultant(s), [Physician, Nurse Practitioner, Physician Assistant, or Nurse Midwife] (See instructions):

Name: ________________________________

Address: ______________________________________

______________________________________________

Tele #: ___________________ Fax #: __________________

Email: _______________________________________

Name: ________________________________

Address: ______________________________________

______________________________________________

Tele #: ___________________ Fax #: __________________

Email: _______________________________________

If more names, please provide above information on a separate sheet of paper.
IX. THE NaProTECHNOLOGY COLLABORATIVE AGREEMENT IS ENCLOSED WITH THIS APPLICATION: Yes ☐ No ☐

P.S. If the new affiliate wishes to “feature NaProTECHNOLOGY”, one or more NaProTECHNOLOGY Collaborative Agreements must be enclosed (one for each individual).

X. RESPONSIBLE PRACTITIONER

The person(s) listed below will be responsible for maintaining the CrMS standards of the Center identified in this application (this must be a qualified FertilityCare Practitioner) and her/his signature must also be placed at the end of this application.

Name: ____________________________________________________
Address: __________________________________________________
___________________________________________________
___________________________________________________
Tele #: ________________________ Fax #: ___________________
Email: _____________________________________________________

It is required that all Responsible Practitioners and Collaborative Medical Consultants be certified by the American Academy of FertilityCare Professionals within three years of completion of their education program.

I ☐ am ☐ am not certified by the American Academy of FertilityCare Professionals. If yes, the date of my certification or renewal of certification is__________________________

If you are not certified by AAFCP, please note reasons:

__________________________________________________________

If in process of certification, please provide documentation (email from AAFCP).

Note: You must be certified by the AAFCP in order to become an Active Member.

You must provide a copy of your CFCP certificate from AAFCP with the application.

NOTE: You must submit the form “Education Program Director’s Recommendation” to the individual who directed the Education Program that you attended. That individual will then complete and send the form directly to FertilityCare™ Centers of America.

As part of this application, submit a copy of either your certificate or letter of completion from the Creighton Model Practitioner Program.
XI. ATTESTATION

The following individual(s) attests that the above information is true and correct to the best of their knowledge and that this application is submitted along with the NaProTECHNOLOGY Collaborative Agreement (if applicable) and the formal Affiliation Agreement.

Responsible Practitioner Signature:  

________________________________________  Date: ____________________________  

(Signature)  

________________________________________  

(Please Print Name)
Other responsible administrative person (if applicable):

Name: ________________________________ (Print Name)

Formal Position with Program: _______________________________________________________

Address: _______________________________________________________________________
_________________________________________________________________________________
_________________________________________________________________________________

Tele #: __________________ Fax #: ___________________

Email: ____________________________________________________________

Signature: __________________________________________________________

Date: ______________________________________________________________________

Please return completed Application, NaProTECHNOLOGY Collaborative Agreement (with certificates), a signed copy of the formal Affiliation Agreement and the affiliation fee to:

FertilityCare™ Centers of America
6901 Mercy Road
Omaha, NE 68106
Tele #: 402-505-8917
Fax: 402-390-9851
gerianne.jensen@fertilitycare.org

AFFILIATION FEE
(US Dollars Only)

☐ Payment is enclosed in the amount of: (check appropriate amount)

☐ $50 for less than 50 clients (Women) per year

☐ $100 for 50 or more clients (Women) per year

Make check payable to FertilityCare™ Centers of America, call 402-505-8917 with credit card information, or pay via PayPal to fcca@popepaulvi.com.

Copyright, FertilityCare™ Centers of America, 2018
VI. LIST THE NAMES AND EMAIL ADDRESSES OF ALL CrMS PRACTITIONERS, INSTRUCTORS, INTERNS, AND MEDICAL CONSULTANTS ASSOCIATED WITH YOUR CENTER FOR ANY FUTURE COMMUNICATION WITH FCCA:

(Please Duplicate this Page as Needed)

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Address:__________________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________  

Name:___________________________________________
Email Address:_____________________________________
(V* CONTINUED FROM PAGE 2)

NAMES, LANGUAGE ABILITIES, AND EMAIL ADDRESSES OF ALL PRACTITIONERS, INSTRUCTORS, INTERNS, AND MEDICAL CONSULTANTS ASSOCIATED WITH YOUR CENTER

<table>
<thead>
<tr>
<th>NAME</th>
<th>STATUS</th>
<th>LANGUAGES SHE/HE CAN TEACH IN</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EDUCATION PROGRAM DIRECTOR’S
RECOMMENDATION OF RESPONSIBLE PRACTITIONER

My program ____________________________________________________________ is
(Name of Program)
currently seeking affiliation with FertilityCare™ Centers of America. In order to complete this
process, I am required to ask you, as my CrMS Education Program Director, for your
recommendation for me as the Responsible Practitioner for affiliation. Would you please
complete this and return to the address at the bottom of this form? Thank you.

Proposed Responsible Practitioner Applying for Affiliation Sign and Date:

___________________________________________________________________________

Date___________________________________________________________

THIS PORTION TO BE COMPLETED BY CrMS EDUCATION PROGRAM DIRECTOR

I recommend the above individual to be the Responsible Practitioner for the above-named program
seeking affiliation with FCCA:

_____ without reservation

_____ with reservations

_____ do not recommend

COMMENTS:


Program Director’s Signature___________________________________________Date__________________

Please Return Completed Form to:
FertilityCare™ Centers of America
Gerianne Jensen, CFCP
6901 Mercy Road
Omaha, NE 68106

Email to gerianne.jensen@fertilitycare.org
AFFILIATION AGREEMENT

FCCA
FertilityCare Centers of America
AFFILIATION AGREEMENT

This affiliation agreement is being signed as a formal part of the application process for affiliation with FertilityCare™ Centers of America, Inc., a not-for-profit corporation established for the purpose of promoting the CREIGHTON MODEL FertilityCare™ System.

The agreement is being made mutually and freely between FertilityCare™ Centers of America, Inc. and

_____________________________________________________________________
_____________________________________________________________________
(Please type or print the formal name requested for this affiliation)

This agreement specifically applies to the following affiliation category (mark only one):

☐ Institutional Affiliate
☐ Organizational (Group) Affiliate
☐ Diocesan Affiliate
☐ Independent Affiliate

Basic Responsibilities

I. As a formal part of this agreement, I/we agree that under the name “FertilityCare™”:

A. Services will only be provided that are clearly recognized as CREIGHTON MODEL FertilityCare™ Services. In addition, CREIGHTON MODEL Services shall only be provided under the name “FertilityCare™”.

B. Services will always be provided consistent with the standards established in the training of Creighton Model FertilityCare Practitioners and Medical Consultants in American Academy of FertilityCare Professionals Accredited Education Programs.

C. As a program, ongoing efforts will be made to keep up to date with all current and newly developing components of the CREIGHTON MODEL System.

Basic Philosophical Principles

II. In addition to the above, and as a part of this agreement, I/we agree to the following philosophical principles:
A. Our program will respect the value and dignity of each human life from its moment of fertilization (conception) through the time of natural death.

B. Our program or its individuals will not prescribe or refer for contraceptive agents, sterilizations, abortion, or artificial reproductive technologies.

C. Our program recognizes that human sexuality is a function of the whole person and not just a function of its parts. It further recognizes the scriptural notation that we are “created in the image and likeness of God” and that such a philosophical principle ultimately dictates the approach to the human persons that will come under our care.

D. Our program will respect the inherent God-given dignity of each woman, man, and child that it comes into contact with and that it will equally respect the God-given integrity of marriage.

E. Our program will attempt to provide accurate and up-to-date information regarding the CREIGHTON MODEL FertilityCare™ System and NaProTECHNOLOGY.

F. Our program agrees that it is the right of each married couple to determine for themselves the number of children they wish to have, in consultation with each other, in generosity and in prayer.

G. Our program and its leaders and administrators shall accept responsibility for the exercise of their professional judgment.

Basic Legal Association

III. NOW, THEREFORE, Providing that AFFILIATE abides by the Statement of Principles set forth herein, AFFILIATE AND FCCA hereby agree as follows:

A. AFFILIATE STATUS: AFFILIATE is hereby granted “Affiliate Status” of FCCA with all the rights and privileges set forth herein. AFFILIATE will receive a certificate which corroborates this affiliation. AFFILIATE’S information (name, phone, fax, email, and website) will be posted on the FCCA website.

B. FCCA will make accessible materials and supplies for teaching the CREIGHTON MODEL FertilityCare™ System and notify AFFILIATE of any updated materials and resources.

C. USE OF TRADEMARK:

- AFFILIATE shall be permitted to use the approved name (set forth above) on all company documents, letterhead, stationery, signage, and advertisements.

- AFFILIATE is permitted to use the official affiliate logos of FCCA. AFFILIATE’S use of the FertilityCare™ name, logo, and trademark is limited to those uses specifically
set forth above. Specifically, AFFILIATE may identify itself as an affiliate of FCCA using the aforementioned approved name. This license to use the FCCA trademark is non-exclusive, and FCCA may grant other certificates to organizations seeking affiliate status. The official name selected by AFFILIATE, however, will not be issued to any other program within a state.

- FCCA reserves the right to coordinate names in a given region if that appears necessary.
- AFFILIATE shall not represent that it is owned or operated by FCCA.
- AFFILIATE agrees that all ownership of the FertilityCare™ name, logo, and trademark remains with FCCA and that AFFILIATE has no ownership interest in said name, logo, and trademark.
- AFFILIATE shall take no action to infringe upon the trademark of FCCA nor shall AFFILIATE register the FertilityCare™ trademark with any state authority.

D. TERMINATION: This Affiliation Agreement shall continue until terminated in one of the following ways:

1. Either party may terminate the affiliation with thirty days’ written notice to the other party.
2. This Agreement shall immediately terminate in the event of the sale, dissolution, transfer, liquidation, or bankruptcy of AFFILIATE. If AFFILIATE is an individual affiliate, the agreement shall terminate upon the death, disability, or retirement of AFFILIATE or loss of AFFILIATE’S medical license (if applicable).
3. In the event that AFFILIATE violates the basic responsibilities and/or philosophical principles set forth herein or any other provision of this agreement, FCCA may terminate the agreement immediately.
4. Termination will occur if the Responsible Practitioner does not acquire/maintain certification through the American Academy of FertilityCare Professionals (AAFCP).

Upon termination of this agreement, AFFILIATE shall disassociate its places of business from FCCA’s name, logo, and trademark by removing or replacing all signage, advertisements, letterhead, or any other materials bearing the name, logo, or trademark of FCCA or the FertilityCare™ System.

E. INDEMNITY: AFFILIATE agrees that it will indemnify and hold FCCA harmless from all fines, suits, proceedings, claims, demands, or actions of any kind or nature, including reasonable attorney fees and expenses incurred in defending same, brought by anyone whomsoever against FCCA, arising or growing out of or otherwise connected with AFFILIATE’S operation of its business or by AFFILIATE’S use of the FertilityCare™ name, trademark, or logo. AFFILIATE shall, prior to the commencement of affiliate status, and thereafter at all times during the entire term of this agreement, see that all NaProTECHNOLOGY collaborators carry medical malpractice insurance. AFFILIATE agrees to provide written verification in the Medical Consultant Collaborative Agreement of the existence of said policies.
F. LIMITATIONS ON AUTHORITY: AFFILIATE is an organization independent from FCCA and shall be solely responsible for managing its own day-to-day operations. FCCA shall not interfere in the operations of AFFILIATE, except as to provide services as set forth in this agreement, and to monitor AFFILIATE as may be necessary to ensure compliance with this agreement and the Statement of Basic Philosophical Principles. This Agreement is in the nature of an Affiliation Agreement, and AFFILIATE is not authorized under this agreement to act for or on behalf of FCCA in any matter. In granting the affiliate status to AFFILIATE by this agreement, FCCA does not authorize or empower AFFILIATE to use FCCA’s name, logo, or trademark in any capacity other than is provided in this agreement, nor to sign FCCA’s name to any contracts, documents, bills, notes, checks, drafts, leases, bonds, mortgages, bills of sale, or any other instrument in writing, or to hold AFFILIATE out as a general or special agent, officer, director, or partner of FCCA. Likewise, FCCA is not authorized to act for or on behalf of AFFILIATE or to sign AFFILIATE’s name to any contracts, documents, bills, notes, checks, drafts, leases, bonds, mortgages, bills of sale, or any other instrument in writing, or to hold FCCA out as a general or special agent, officer, director, or partner of AFFILIATE.

G. TAX EXEMPT STATUS: The affiliation between FCCA and AFFILIATE is designed to foster education, promotion, and research regarding the CREIGHTON MODEL FertilityCare™ System. FCCA is a non-profit organization, and any dues or fees paid by AFFILIATE to FCCA are in furtherance of the non-profit goals of FCCA. AFFILIATE will take no action which may jeopardize FCCA’s tax exempt status with federal, state, or local taxing authorities. AFFILIATE further agrees that it will refrain from any and all political activities while using the FertilityCare™ name, logo, or trademarks.

H. AFFILIATION FEES: AFFILIATE shall pay annual affiliation fees to FCCA in an amount specified by the Affiliation Fee Schedule. These amounts may be raised or lowered from time to time by FCCA with notice to AFFILIATE, as necessary, to continue to provide the same quality of services and materials to the AFFILIATE.

I. EFFECT OF AGREEMENT: This agreement will be binding on all successors, trustees, agents, employees, staff, directors, partners, owners, shareholders, assignors, executors, heirs, attorneys-in-fact, and administrators of AFFILIATE.

J. NO ASSIGNMENT: This agreement may not be assigned by AFFILIATE to any other person or entity without the prior written approval of FCCA.

K. TERM OF AFFILIATION: Affiliation status will be for one year from the AFFILIATE’S date of Affiliation. Renewal of Affiliation will occur on the anniversary month of original Affiliation and payment of appropriate Affiliation fees.

L. MISCELLANEOUS PROVISIONS:

1. INJUNCTIVE RELIEF: Nothing in this agreement shall bar the right of either party to obtain injunctive relief against threatened conduct by the other that will cause loss or damage under the usual equity rules, including the applicable rules of obtaining
a preliminary injunction, provided that an appropriate bond against damages is provided.

2. **LAW GOVERNING:** This Agreement shall be construed and governed by the laws of the State of Nebraska.

3. **NO WAIVER:** The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

4. **SEVERABILITY:** In the event of any of the provisions of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of this Agreement and same shall be construed as if such invalid or unenforceable provisions had never been a part hereof.
Agreement

As the formal representative of this application, I/we attest and agree to the principles of this agreement on this ________ day of ______________ the year ______.

Signature of Responsible Practitioner:

Signed:______________________________________________________

(Signature)

___________________________________________________________

(Please print name)

Signature of other responsible administrator (if applicable):

Signed:______________________________________________________

(Signature)

___________________________________________________________

(Please print name)

Official Position:_____________________________________________

Address:____________________________________________________

___________________________________________________________

___________________________________________________________

And, on behalf of the Board of Directors of FertilityCare™ Centers of America, Inc., we enter into this agreement.

Signed:______________________________________________________

(President, FCCA)

________________________________________________________________________

Paul A. Hilgers, J.D.                (Typed name)                (Date)

Copyright, FertilityCare™ Centers of America, 2018
NaProTECHNOLOGY COLLABORATIVE AGREEMENT

FCCa
FertilityCare Centers of America
NaProTECHNOLOGY COLLABORATIVE AGREEMENT

I __________________________________________ understand
(Print Name of Physician, Nurse Practitioner, Physician Assistant, or Nurse Midwife)

that __________________________________________ is in
(Print Name of FertilityCare Center)

the process of establishing an Affiliation Agreement with FertilityCare® Centers of America, Inc. (FCCA). As a part of that Affiliation Agreement, in order to “Feature NaProTECHNOLOGY®”, they must submit to FCCA one or more signed Collaborative Agreements from appropriately trained Creighton Model Medical Consultants (Physicians, Nurse Practitioners, Physician Assistants, or Nurse Midwives).

With that understanding, I first of all attest to the fact that I satisfactorily completed the Pope Paul VI Institute CREIGHTON MODEL FertilityCare® System Allied Health Education Programs as a Creighton Model Medical Consultant on:
(Date Completed): __________________________________________.

Furthermore, I submit as a part of this agreement a copy of the certificate or letter of completion testifying to same.

Statement of Philosophical Principles

In addition to the above, and as a matter of this specific affiliation and this collaborative agreement, I do attest to the following philosophical principles in actual practice.

A. I will respect the value and dignity of each human life from the moment of fertilization (conception) through the time of natural death.

B. I will not prescribe or refer for contraceptive agents, sterilizations, abortion, or artificial reproductive technologies.

C. I will always respect the inherent God-given dignity of each woman and each man that I come into contact with in my practice and that I will equally respect the God-given integrity of marriage.

D. I will provide accurate and up-to-date information to patients regarding the CREIGHTON MODEL FertilityCare® System and NaProTECHNOLOGY.
E. I will agree to work with patients who are coming to me as a result of my relationship with the FertilityCare™ Center in a way which evaluates and treats patients consistently with the principles of NaProTECHNOLOGY and the CREIGHTON MODEL System.

F. I will agree to work with and support patients who come to me for CREIGHTON MODEL services in their pursuit of the use of this system.

G. I agree to the principle that it is the right of each married couple to determine for themselves the number of children they wish to have in consultation with each other, in generosity and in prayer.

H. I will accept responsibility for the exercise of my professional judgment in areas relative to this collaborative agreement.

Medical Licensure

I am currently licensed to practice medicine (or other related areas) in the following states _______________________________ and my license number(s) is (are): ____________________________________________________________

Malpractice Insurance

I attest to the fact that I am covered by malpractice insurance. My coverage limits are ______________________ and my carrier is ____________________________________________.

Certification

☐ I understand that in order to collaborate with a FertilityCare Center, I must seek certification as a Medical Consultant through the American Academy of FertilityCare Professionals within three years after I have completed my education program. Date of Certification: _______________________

I will achieve and maintain certification as a FertilityCare Medical Consultant through the AAFCP.

Not an Employment Agreement

I understand that this collaboration is not an employment agreement. The FertilityCare™ Center with which I collaborate will be independent from my practice, and my practice will be independent from it unless otherwise established by local agreement.
Attestation

I attest that I am in agreement with the principles of this collaborative agreement and that it will be included as part of this center’s application for affiliation with FertilityCare™ Centers of America.

I attest that I am in agreement with the principles of this collaborative agreement and that it will be attached to the affiliation agreement of ________________________________.

(Affiliated Center Name)

In addition, I will notify the FertilityCare Center with whom I am collaborating if there is any change in licensure, insurance, or my approach to basic philosophical principles.

Signed: ______________________________________________________________________

(Signature)

Printed Name: __________________________________________________________________

Address: _____________________________________________________________________

City/State/Zip: __________________________________________________________________

Email: _______________________________________________________________________

Date: _______________________________________________________________________

As the Responsible Practitioner for the affiliated center, I am in agreement with all of the above.

Signed: ______________________________________________________________________

(Signature)

Printed Name: __________________________________________________________________

Center Name: __________________________________________________________________

Address: _____________________________________________________________________

City/State/Zip: __________________________________________________________________

Date: _______________________________________________________________________

15 – IN NaProTECHNOLOGY Collaborative Agreement

10/18
Please submit the following information for listing on www.fertilitycare.org:

<table>
<thead>
<tr>
<th>Name</th>
<th>City</th>
<th>State</th>
<th>Specialty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For **FCCA** communication pertinent to Collaborating Medical Consultants, please list your preferred email address:

______________________________________________________

PLEASE INFORM US OF ANY CHANGES TO ABOVE INFORMATION. THANK YOU.

**NOTE:** All **NaProTECHNOLOGY**® providers who collaborate with a **FertilityCare™ Center** have the right to review the center’s complete application and Affiliation Agreement.

Please return to individual who is responsible for submitting the formal application for affiliation to FCCA.
APPLICATION FOR AFFILIATION CHECKLIST

FCCCA
FertilityCare Centers of America
APPLICATION FOR AFFILIATION CHECKLIST

The following items should be enclosed with your application:

___ Application for Affiliation Form: completed and signed

___ Affiliation Fee (see fee schedule): payable to FCCA

___ Affiliation Agreement: completed and signed

___ Copy of the Certificate (or letter) of completion of the Practitioner Program for the Responsible Practitioner (Section X)

___ List of all CrMS Practitioners, Instructors, Interns, and Medical Consultants associated with your center to whom you would like the FCCA Updates sent (Section VI)

If Featuring NaProTECHNOLOGY®

___ Signed NaProTECHNOLOGY® Collaborative Agreement(s) for each Medical Consultant collaborating with your center (if applicable)

___ Copy of the Certificate (or letter) of completion of Medical Consultant Education Program for each Medical Consultant collaborating with your center

Additional

___ Copy of the “Education Program Director's Recommendation” form sent to the individual who directed the program you completed