

APPLICATION FOR AFFILIATION





APPLICATION FOR AFFILIATION

INSTRUCTIONS: Please carefully read the Application Instructions document before completing this application.

I. TYPE OF AFFILIATION

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

I propose the following name for my 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 Education 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 FERTILITYCARE PRACTITIONERS, PRACTITIONER INTERNS, INSTRUCTORS, AND EDUCATORS WORKING IN YOUR CENTER:#

#Please complete the FCCA Database Form on pages 6-7 with names, bilingual abilities, home addresses, and email addresses for all Practitioners, Practitioner Interns, Instructors, and Educators with your center.

VI. NaProTECHNOLOGY COLLABORATION

- A. Our center will will not be promoted as a center that “Features **NaProTECHNOLOGY**” (see instructions).
- B. If your center will be “featuring **NaProTECHNOLOGY**,” please list your Creighton Model Medical Consultant/s, [Physician, Nurse Practitioner, Physician Assistant, or Nurse Midwife] (See Application Instructions document):

Name: _____

Address: _____

Tele #: _____ Fax # _____

Email: _____

Name: _____

Address: _____

Tele #: _____ Fax #: _____

Email: _____

If more names, please provide above information on a separate sheet of paper.

VII. 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**).

VIII. RESPONSIBLE PRACTITIONER

The person listed below will be responsible for maintaining the CrMS standards of the Center identified in this application, must be a qualified FertilityCare Practitioner, and must sign page 4 of the 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 a Voting 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 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.

IX. ATTESTATION

The following individual attests that the above information is true and correct to the best of her/his 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 Proposed Center: _____

Address: _____

Tele #: _____ Fax #: _____

Email: _____

Signature: _____

Date: _____

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

FertilityCare™ Centers of America

6901 Mercy Road

Omaha, NE 68106

Phone: 402-505-8917

Fax: 402-390-9851

gerianne.jensen@fertilitycare.org

AFFILIATION FEE

(USD Only)

Payment by check 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.

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Featuring NaProTECHNOLOGY

FCCA DATABASE
 (Duplicate pages if needed)

PROPOSED CENTER NAME: _____

CITY/STATE: _____

Provider Name	
Status (P/PI/I/E)*	
Languages she/he can teach	
Address	
City/State	
Zip Code	
Phone	
Email	

Provider Name	
Status (P/PI/I/E)	
Languages she/he can teach	
Address	
City/State	
Zip Code	
Phone	
Email	

*P=Practitioner; PI=Practitioner Intern; I=Instructor; E=Educator

Provider Name	
Status (P/PI/I/E)	
Languages she/he can teach	
Address	
City/State	
Zip Code	
Phone	
Email	

Provider Name	
Status (P/PI/I/E)	
Languages she/he can teach	
Address	
City/State	
Zip Code	
Phone	
Email	

Provider Name	
Status (P/PI/I/E)	
Languages she/he can teach	
Address	
City/State	
Zip Code	
Phone	
Email	



Featuring **NaProTECHNOLOGY**

**EDUCATION PROGRAM DIRECTOR'S
RECOMMENDATION OF RESPONSIBLE PRACTITIONER**

_____ is
(Proposed Name of Center)

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 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 this individual to be the Responsible Practitioner for the above-named center 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





Featuring **NaProTECHNOLOGY**

AFFILIATION AGREEMENT

This Affiliation Agreement (“*Agreement*”) is being signed as a formal part of the application process for affiliation with **FertilityCare™ Centers of America**, Inc., a Nebraska non-profit (“*FCCA*”) established for the purpose of promoting the **CREIGHTON MODEL FertilityCare™ System**.

This Agreement is being made mutually and freely between **FertilityCare™ Centers of America**, Inc. and the “*Affiliate*” as defined by center name provided immediately below

_____ (“*Affiliate*”)

(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, the Affiliate agrees that under the name “**FertilityCare™**”:
 - A. Services will **only be provided** by the Affiliate that are clearly recognized as **CREIGHTON MODEL FertilityCare™ Services** (“*Services*”). In addition, the Services shall **only be provided** under the name “**FertilityCare™**”. Affiliate agrees that no other service or product not a component of the Services may be offered as part of the Affiliate’s center.
 - B. The FertilityCare Practitioners within the Affiliate shall provide services that are limited to the areas of expertise for which they were trained during their FertilityCare Practitioner Education Program. Services will always be provided consistent with the standards established in the training of Creighton Model FertilityCare Practitioners 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, the Affiliate agrees to the following **philosophical principles** of FCCA:
- A. The Affiliate will respect the value and dignity of each human life from its moment of fertilization (conception) through the time of natural death.
 - B. The Affiliate’s program or its individuals will not prescribe or refer for contraceptive agents, sterilizations, abortion, or artificial reproductive technologies.
 - C. The Affiliate 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. The Affiliate 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. The Affiliate 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.

Basic Educational Principles for Affiliated Centers

- III. In addition to the above, and as a part of this Agreement, the Affiliate agrees to the following **educational principles** of FCCA:
- A. I understand and will provide only the **CREIGHTON MODEL FertilityCare™ System** as the foundational tracking system for use with **NaProTECHNOLOGY**.
 - B. I understand that only the **CREIGHTON MODEL FertilityCare™ System** must be used in conjunction with **NaProTECHNOLOGY** for the most effective outcomes for the client.
 - C. The Affiliate will provide accurate and up-to-date information regarding the **CREIGHTON MODEL FertilityCare™ System** and **NaProTECHNOLOGY**.
 - D. The Affiliate and its leaders and administrators shall accept responsibility for the exercise of their professional judgment.

Basic Legal Association

IV. **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** (“*Materials*”). Note that purchasing Materials under this Agreement is for client use only, and Materials should not be resold to the general public.

C. USE OF TRADEMARK:

1. Affiliate shall be permitted to use the approved name (set forth above) on all company documents, letterhead, stationery, signage, and advertisements.
2. 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.
3. FCCA reserves the right to coordinate names in a given region if that appears necessary.
4. Affiliate shall not represent that it is owned or operated by FCCA.
5. 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.
6. 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 pursuant to one of the following provisions:

1. Either party may terminate the Agreement with thirty days’ written notice to the other party.
2. FCCA shall terminate the Agreement if Affiliate fails to timely renew affiliation pursuant to affiliation renewal policy.

3. 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).
4. In the event that Affiliate violates the basic responsibilities, philosophical principles, and/or educational principles set forth herein or any other provision of this Agreement, FCCA may terminate the Agreement immediately.
5. Termination will occur if the Responsible Practitioner does not acquire/maintain certification through the American Academy of FertilityCare Professionals (AAFPCP).
6. Termination will occur if Affiliate promotes, in any capacity, a service/method deemed by FCCA to be in conflict with the principles of FCCA, **CREIGHTON MODEL FertilityCare™ System**, or **NaProTECHNOLOGY** as established by the Saint Paul VI Institute. To date, FEMM and NeoFertility have been deemed in conflict by FCCA and the Saint Paul VI Institute. FCCA will notify Affiliate of any new additional problematic services/models in the event they arise.

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 Affiliate, 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:** Pursuant to J. below, 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 determined.
 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: _____
(Paul A. Hilgers, J.D., FCCA President)

(Date)

NaProTECHNOLOGY COLLABORATIVE AGREEMENT





Featuring **NaProTECHNOLOGY**

NaProTECHNOLOGY COLLABORATIVE AGREEMENT

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

that _____ is in
(Print Name of Proposed 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®**”, the Responsible Practitioner 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 Saint 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, abortions, 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 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.

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

Collaborative Medical Consultant Responsibilities

- A. I understand that only the **CREIGHTON MODEL FertilityCare™ System** is the foundational tracking system for use with **NaProTECHNOLOGY**.
- B. I understand that only the **CREIGHTON MODEL FertilityCare™ System** must be used in conjunction with **NaProTECHNOLOGY** for the most effective outcomes for the patient.
- C. I agree to provide accurate and up-to-date information regarding the **CREIGHTON MODEL FertilityCare™ System** and **NaProTECHNOLOGY**.
- D. I 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 **NaProTECHNOLOGY** protocols and services.

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 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.

Medical Consultant Attestation

I attest that I am in agreement with these principles and that it will be attached to the Affiliation Agreement of

(Proposed 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: _____

Responsible Practitioner Attestation

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

Signed: _____
(Signature)

Printed Name: _____

Center Name: _____

Address: _____

City/State/Zip: _____

Date: _____

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

Name	City	State	Specialty

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





Featuring **NaProTECHNOLOGY**

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 Certificate (or letter of completion) from the Practitioner Program for the Responsible Practitioner (Section VIII)
- ___ FCCA Database Form (List of all **CrMS** Practitioners, Practitioner Interns, Instructors, and Educators associated with your center)

If Featuring **NaProTECHNOLOGY**®

- ___ Signed **NaProTECHNOLOGY**® Collaborative Agreement(s) for each Medical Consultant collaborating with your center (if applicable)
- ___ Copy of Certificate (or letter of completion) from 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