

HEALTH CARE

FACT SHEET

Summary of Belmont Abbey College's Challenge to the Contraceptive Coverage Provision of the ACA

In 2008, a group of Belmont Abbey professors contacted the EEOC, complaining that the College did not include coverage for contraception in its employee health plan. The EEOC found that Belmont Abbey was in violation of Title VII in refusing to provide contraceptive coverage for its employees. The parties are currently in settlement discussions, which do not appear close to resolution.

On November 10th, 2011, Belmont Abbey filed suit in the D.C. District Court challenging the ACA's requirement that health insurance plans provide contraceptive coverage. It cited its ongoing dispute with the EEOC as evidence of the Administration's knowledge of Belmont Abbey's opposition to contraceptive coverage.

Assertions Underlying Belmont Abbey's Arguments:

- The fact that the law allows certain employers an exemption from the ACA's requirements results in a "system of individualized exemptions" which discriminatorily disfavors only employers seeking exemptions because of their religious beliefs. Other employers, for example, are exempt from the ACA for a variety of reasons, including "commercial convenience", grandfathered plans, employers with fewer than 50 employees, etc. This means that the law is not "generally applicable." The law is not neutral because it allows exemptions for non-religious employers but not religious ones, and some religious employers but not other religious employers.
- Because those employers asserting a religious opposition to certain coverage provisions are still required to comply, the government's actions present an attack on religious freedom.
- Moreover, the limited religious employer exemption is "narrow and discriminatory" because it favors certain religions over others and states that HRSA "may" (but not must) grant an exemption to certain employers.

- The contraceptive coverage requirement coerces the College into violating its long-standing beliefs which oppose contraception and abortion. According to Belmont Abbey, Plan B and Ella are abortifacients.
- Dropping health care coverage in order to uphold its beliefs would require the College to violate its "religious duty" to care for the health and well-being of employees and students and would impede the College's ability to compete for students and employees.
- The contraceptive coverage requirement furthers no compelling governmental interest, nor is it narrowly tailored because it requires certain religious employers to violate their beliefs.

Specific Religious Discrimination Claims:

- Violates freedom of religion as protected by the Religious Freedom Restoration Act
- Violates Free Exercise Clause of the First Amendment
 - Constitutes intentional discrimination on the basis of religious belief

- Discriminates among religions by allowing exemption for some religions but not others
- Selectively burdens some religions but not others
- Violates First Amendment, Freedom of Speech, Compelled Speech by requiring the College to support activities that violate its beliefs
- Violates First Amendment Freedom of Speech, Expressive Association by requiring the College to provide information and counseling on contraception
- Violates the First Amendment because law grants “unbridled discretion” to HRSA to determine which employers qualify for exemption and thus have their First Amendment interest accommodated

Procedural Claims:

- Arbitrary and capricious action, failed to consider implication of the Contraceptive Coverage requirement
- Agency action violates Weldon by compelling abortion coverage [Plan B and Ella], as well as violating the College’s rights under RFRA and the First Amendment.
- Agency action not in accordance with the ACA because it requires coverage of abortion [Plan B and Ella], and does not leave that decision to the plan issuer as is required by the law.

For more information please visit

<http://www.nwlc.org/belmontabbey>