



June 3, 2026

Centralized Case Management Operations
U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Room 509F HHH Bldg.
Washington, D.C. 20201

RE: Complaint for Discrimination in Violation of 42 U.S.C. § 300a-7 (“Church Amendments”), Section 507(d) of the Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act (“Weldon Amendment”); and 42 U.S.C. § 238n (“Coats-Snowe Amendment”)

Contact attorneys for complainant:

Olivia F. Summers
Nathan J. Moelker
American Center for Law and Justice



Complaint filed on behalf of:

Gennaro Marc Polverino, M.D.

(contact information on file with attorneys)

*Person/Agency/Organization
committing discrimination:*

Rochester Regional Health /
The Rochester General Hospital



Chief Medical Officer: Robert Mayo,
M.D.

DATE AND NATURE OF DISCRIMINATORY ACTS

This complaint alleges unlawful and ongoing discrimination based on religion and conscience against Dr. Gennaro Marc Polverino, M.D. (“Dr. Polverino” or “Complainant”), a board-certified family medicine physician licensed in New York State, in violation of federal civil rights laws and conscience statutes. Rochester Regional Health and its subsidiary, The Rochester General Hospital (collectively, “RRH” or “Respondent”), conditioned Dr. Polverino’s employment upon his agreement to provide referrals for medical services — including contraception, abortion medications, and gender-transition therapies — that directly conflict with his sincerely held Catholic religious beliefs. When Dr. Polverino declined to execute a contract containing such requirements, his start date was cancelled and he was effectively denied employment. These violations occurred beginning in January 2025 and their effects continue to this day.

BACKGROUND AND TIMELINE OF KEY EVENTS

Dr. Gennaro Marc Polverino is a board-certified family medicine physician licensed in New York State. His decision to become a physician was, as he has described, a response to a personal calling from God. He is a devout Roman Catholic whose religious beliefs are sincere, deeply held, and inform every aspect of his medical practice.

In accordance with the teachings of the Catholic Church and consistent with guidance he received from both a Roman Catholic priest and a Melkite Catholic priest, Dr. Polverino holds the following conscientious objections rooted in his Catholic faith:

- He cannot prescribe, administer, or provide contraceptives or birth control medications;
- He cannot prescribe, administer, or provide abortion-inducing medications, including but not limited to mifepristone, misoprostol, or Plan B (levonorgestrel emergency contraception);
- He cannot prescribe cross-sex hormones or other gender-transition medications;

- He cannot perform or arrange referrals for vasectomies;
- He cannot, consistent with his faith, provide referrals for any of the above services, as both Roman Catholic and Melkite Catholic clergy instructed him that doing so constitutes material cooperation with immoral acts and is itself a violation of Catholic moral teaching.

These convictions are not merely personal preferences; they represent Dr. Polverino's sincere religious exercise under the First Amendment to the United States Constitution, the Religious Freedom Restoration Act, federal conscience statutes, and New York State law.

Dr. Polverino previously worked for Rochester Regional Health for approximately eight years in both urgent care and primary care settings. He left RRH in 2024 to work full-time for the U.S. Department of Veterans Affairs. After approximately one year, he sought to return to RRH as a part-time primary care physician.

In late 2024, Dr. Polverino contacted RRH and spoke with Dr. Jane Salamone, the primary care Executive Medical Director. During these initial telephone discussions, Dr. Polverino clearly and explicitly disclosed his religious beliefs and requested religious accommodations. Specifically, he asked that RRH accommodate his inability to:

- Prescribe birth control or abortion medications;
- Prescribe cross-sex hormones or gender-transition medications;
- Provide referrals for any of the above, or for vasectomies;
- Provide referrals to other providers for these services, in accordance with his faith.

Dr. Salamone indicated that Dr. Polverino's request should not be a problem. She proposed that RRH could modify his patient panel to consist of patients aged 50 and older, thereby decreasing the likelihood that he would encounter requests for reproductive health services or cross-sex hormone prescriptions. Dr. Polverino agreed to this approach, and his hiring process moved forward.

Dr. Polverino was warmly welcomed back by RRH with open arms. He was successfully re-credentialed. He met the new primary care team during an interview process and eagerly anticipated his return. A written employment agreement was provided for his review around January 6, 2025, while his orientation and start date were simultaneously scheduled. That contract is attached.

Upon reviewing this first contract, Dr. Polverino noted certain problematic stipulations. The contract included provisions in Section II (Duties of Physician), Subsection C (Non-Discrimination), indicating that where the physician's religious beliefs prohibit providing specific medical services (e.g., contraceptive or reproductive services), the physician would make reasonable accommodations by ensuring that appropriate referrals are made to qualified healthcare providers. "In cases where Physician's religious beliefs prohibit providing specific medical services (e.g., contraceptive or reproductive services), Physician will make reasonable accommodations, ensuring that appropriate referrals are made to qualified healthcare providers who can offer such services in a timely and non-discriminatory manner." It further included a Subsection D (Best Efforts) provision stating that "where the physician is unable to provide certain services due to religious beliefs, the physician shall refer patients to appropriate healthcare providers to ensure patients receive necessary care."

Dr. Polverino raised objections to these provisions and requested that the referral requirements be removed or substantially modified. He specifically objected to the requirement that he personally provide referrals for services that violate his Catholic religious beliefs, explaining that providing such referrals constitutes a form of cooperation with morally objectionable acts that his Church expressly forbids.

RRH subsequently produced a second, modified employment agreement dated January 27, 2025, also attached. In this version, the patient panel was changed from patients aged 50 and older to patients aged 60 and older. However, the substantive referral obligation language remained materially unchanged. The non-

discrimination provision (Section II.C) continued to state:

“In cases where Physician’s religious beliefs prohibit providing specific medical services (e.g., contraceptive or reproductive services), Physician will make reasonable accommodations, ensuring that appropriate referrals are made to qualified healthcare providers who can offer such services in a timely and non-discriminatory manner.”

The best-efforts clause (Section II.D) continued to provide that “where the physician is unable to provide certain services due to religious beliefs, the physician shall refer patients to appropriate healthcare providers to ensure patients receive necessary care.” Section II.E continued to require that the physician adhere to “ethical obligations in the provision of care, ensuring that referrals are made where required to ensure patients’ access to necessary services.”

Dr. Polverino once again raised his objection to this referral requirement. He proposed either removing it altogether or modifying the language. RRH’s legal department declined to modify the mandatory referral language. RRH’s sole response was to assert that a referral situation was unlikely to arise given the advanced age of his patient panel. No contractual accommodation was offered.

This response was inadequate and not a genuine religious accommodation for several reasons:

- The contract itself (Exhibit A, Work Location/Schedule) expressly stated that “Physician’s work location(s) shall be subject to change in the Hospital’s sole discretion after reasonable consultation with Physician.” Thus, Dr. Polverino could lawfully have been assigned to serve patients of any age at any RRH facility.
- The contract required Dr. Polverino to participate in after-hours telephone coverage, during which patients of any age could call requesting Plan B, abortion services, cross-sex hormone prescription renewals, or similar services.

- The contract required participation in all RRH on-call responsibilities “with evening and weekend hours as necessary,” further expanding the patient population he might serve.
- RRH’s own assertions regarding patient panel demographics did not alter the written contractual obligations Dr. Polverino was being asked to sign; the contract’s text compelled referrals regardless of verbal assurances.

Faced with a contract that expressly obligated him to violate his sincerely held Catholic religious beliefs — or else face breach of contract — Dr. Polverino could not sign the agreement. His start date and orientation were immediately cancelled by RRH. He has been unemployed since January 27, 2025.

Rochester Regional Health and its affiliated entities, including The Rochester General Hospital, receive substantial federal financial assistance through Medicare, Medicaid, and other federal health care programs. Dr. Polverino’s contract required him to apply for and participate in Medicare, Medicaid, and all other third-party insurance programs required by the Hospital (Section II.F). Rochester Regional Health holds agreements with federal agencies and regularly bills for services under federally funded healthcare programs. As a recipient of federal financial assistance, RRH is subject to the federal conscience statutes and civil rights laws identified in this complaint.

Following the breakdown in employment negotiations, Dr. Polverino undertook significant personal efforts to seek relief and accountability for the discrimination he experienced, all to no avail.

LEGAL ANALYSIS

I. Church Amendments, 42 U.S.C. § 300a-7

The Church Amendments prohibit any entity receiving HHS grants, contracts, loans, or loan guarantees from discriminating against individuals or health care entities that “refuse[] to perform or assist in the performance of [an] abortion on the grounds that his performance or assistance in the performance of the procedure or abortion would be contrary to his religious beliefs or moral

convictions.”¹ “Here Congress quite properly sought to protect the freedom of religion of those with religious or moral scruples against sterilizations and abortions.”² The law is clear: “federal conscience laws definitively protect doctors from being required to perform abortions or to provide other treatment that violates their consciences.”³

Subsection (c) of the Church Amendments applies directly and with particular force to Dr. Polverino, a licensed physician. The statute expressly forbids discrimination “in the extension of staff or other privileges to any physician or other health care personnel . . . because of his religious beliefs or moral convictions respecting . . . abortions.”⁴

RRH conditioned Dr. Polverino’s employment — “staff or other privileges” within the meaning of § 300a-7(c) — on his agreement to provide referrals for contraceptives, abortion medications, and other services that violate his sincerely held Catholic religious beliefs. This is discrimination in the extension of staff privileges based precisely on religious beliefs and moral convictions. RRH’s insistence that Dr. Polverino agree to provide referrals — a form of assistance that his faith forbids — is precisely the coercion the Church Amendments were designed to prohibit. RRH’s refusal to modify the referral-mandate language and its cancellation of Dr. Polverino’s employment when he declined to sign constitutes actionable discrimination under the statute. The offer of a verbal assurance (that referral situations were “unlikely”) while refusing to remove the binding written contractual obligation does not constitute a genuine accommodation and does not insulate RRH from liability.

II. Weldon Amendment

The Weldon Amendment⁵ prohibits discrimination by HHS fund recipients against health care entities that decline to provide, cover, or refer for abortions on

¹ 42 U.S.C. § 300a-7(c)(1)(B) (2011).

² *Chrisman v. Sisters of St. Joseph of Peace*, 506 F.2d 308, 312 (9th Cir. 1974).

³ *FDA v. All. for Hippocratic Med.*, 602 U.S. 367, 387 (2024).

⁴ 42 U.S.C. § 300a-7(c)(1)(B).

⁵ Section 507(d) of the Departments of Labor, Health and Human Services, and Education, and

the basis of religious or moral convictions.⁶ Specifically, it states that “None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.”⁷ As the sponsor of the Amendment explained: “This provision is intended to protect the decisions of physicians, nurses, clinics, hospitals, medical centers, and even health insurance providers from being forced by the government to provide, refer, or pay for abortions. This is a reasonable Federal policy, one that was overwhelmingly approved by [Congress].”⁸

Dr. Polverino is an “individual health care entity” within the meaning of the Weldon Amendment. RRH is a recipient of federal funds subject to this prohibition. By conditioning his employment on his willingness to provide referrals for abortion-inducing medications — and by withdrawing the employment offer when he declined to so agree — RRH subjected Dr. Polverino to discrimination on the basis that he does not refer for abortions. While the Weldon Amendment operates on government recipients of federal funds, the federal agency administering those funds — HHS — has authority and responsibility to enforce the conditions attached to federal financial assistance, including by requiring that recipient entities such as RRH not engage in prohibited discrimination. This complaint requests that HHS enforce those conditions against RRH.

III. Coats-Snowe Amendment

The Coats-Snowe Amendment⁹ similarly prevents entities that receive

Related Agencies Appropriations Act, 2024, Pub. Law No. 118-47, 138 Stat. 460, 703 (Mar. 23, 2024) *as carried forward* by the Full-Year Continuing Appropriations and Extensions Act, 2025, Pub. Law No. 119-4, 139 Stat. 9 (Mar. 15, 2025) (hereinafter The Weldon Amendment), https://www.hhs.gov/sites/default/files/weldon_amendment.pdf.

⁶ See also Consolidated Appropriations Act, 2023, Pub. L. No. 117-328, div. H, § 507(d)(1), 136 Stat. 4459, 4908 (2022) (enacting the amendment for the fiscal year ending September 30, 2023); Further Consolidated Appropriations Act, 2024, H.R. 2882, 118th Cong. div. D, § 507(d)(1) (2024) (enacting the amendment for the fiscal year ending September 30, 2024).

⁷ Weldon Amendment, *supra* note 5.

⁸ 150 Cong. Rec. H10,090 (2004) (statement of Rep. Weldon).

⁹ 42 U.S.C. § 238n (2023).

Federal financial assistance from “subject[ing] any health care entity to discrimination on the basis that—” the entity refuses to provide referrals for induced abortions.¹⁰ The statute defines “health care entity” broadly to include “an individual physician.”¹¹ Like the Church Amendments, Coats-Snowe is a condition on the receipt of federal funds and is enforceable by OCR.

Dr. Polverino is an “individual physician” and thus a “health care entity” under § 238n. He refused to agree to provide referrals for abortion-inducing medications on the basis of his sincere religious beliefs and moral convictions. RRH subjected him to discrimination based precisely on that refusal by insisting, as a condition of employment, that he agree to provide such referrals; refusing to remove or modify the referral mandate despite his explicit religious objections; and cancelling his employment when he declined to consent to the referral mandate.

As a recipient of federal financial assistance that has engaged in this discrimination, RRH has rendered itself in violation of the conditions attached to that assistance under the Coats-Snowe Amendment. This complaint requests that the Department enforce those conditions by investigating and requiring RRH to cease its discriminatory practices.

Requested Relief:

Dr. Polverino respectfully requests that the U.S. Department of Health and Human Services Office for Civil Rights:

1. Promptly investigate the discriminatory employment practices of Rochester Regional Health / The Rochester General Hospital as described in this complaint.
2. Issue a finding that RRH’s conduct violates federal conscience statutes, including the Church Amendments (42 U.S.C. § 300a-7), the Weldon Amendment (Section 507(d) of the LHHS Appropriations Act), and the Coats-Snowe Amendment (42 U.S.C. § 238n).

¹⁰ *Id.* at (a)-(a)(1).

¹¹ *Id.* at (c)(2).

3. Require RRH to take immediate corrective action, including removing from all physician employment agreements any mandatory referral provision that requires physicians to provide referrals for services contrary to their sincerely held religious beliefs, or that fails to genuinely accommodate physician religious conscience.
4. Require RRH to establish and implement a written policy for genuine religious accommodation of physician conscience, in accordance with federal law, before executing future physician employment agreements.
5. Refer this matter to appropriate federal agencies (including the Department of Justice) for further action as warranted.
6. Impose conditions on RRH's continued receipt of federal financial assistance, including Medicare and Medicaid funding, to ensure compliance with the conscience protection requirements attached to that assistance.
7. Grant such other relief as the Department deems appropriate and just.

CONCLUSION

Dr. Gennaro Marc Polverino is an experienced, board-certified family medicine physician who spent years serving patients at Rochester Regional Health before being denied renewed employment because he would not agree, as a matter of Catholic religious conscience, to provide referrals for abortion medications, contraceptives, cross-sex hormones, and vasectomies. He asked for a genuine accommodation. He was offered verbal reassurances but a written contract that compelled exactly the conduct his faith forbids. When he declined to sign that contract, he was left without employment.

Federal law — the Church Amendments, the Weldon Amendment, and the Coats-Snowe Amendment — was designed precisely to protect physicians like Dr. Polverino from this kind of coercion. Those laws expressly prohibit recipients of federal funding from conditioning physician employment on willingness to facilitate or refer for abortion and related services. RRH receives that federal funding and violated those laws.

Respectfully submitted,

/s/ Nathan J. Moelker

Nathan J. Moelker*
Senior Associate Counsel
*Licensed in VA