5 Common Eligibility Misunderstandings

1. Out-of-Network Emergency Services

One of the most common areas of misunderstanding involves out-of-network emergency care. Many providers assume that if a patient has been stabilized or transferred, the claim no longer qualifies under the NSA. However, the law clearly covers emergency services regardless of where they are delivered, including post-stabilization care that's deemed medically necessary.

2. Ancillary Services at In-Network Facilities

Another commonly misunderstood category is ancillary services provided by out-of-network specialists working in in-network hospitals. The NSA explicitly includes these services under its protection, yet many providers skip arbitration because insurers argue that these claims don't apply. This is one of the most overlooked claim categories because insurers frequently downplay its eligibility. But when you know the law, you can challenge those denials confidently and recover what you're owed.

3. Air Ambulance and Emergency Transport Claims

Air ambulance and emergency transportation services are another area of confusion. Many providers assume these claims are automatically excluded from arbitration because they involve special billing categories or cross-state transport. In reality, air ambulance claims are explicitly covered under the NSA. The law recognizes that patients rarely have a choice in who provides emergency transport, so it ensures these services qualify for arbitration when underpaid.

4. Claims Falling Under Both State and Federal Jurisdiction

If your organization operates in a state with its own surprise billing laws—such as New York, New Jersey, or Texas—you may face additional confusion about whether to file under the federal NSA or the state's process. Many providers mistakenly believe they can't pursue arbitration under either law because they're unsure which applies.

5. Services Provided in Nontraditional or Hybrid Care Settings

Another category often overlooked involves hybrid or nontraditional care environments, such as freestanding emergency centers, urgent care facilities, or telemedicine consultations associated with emergency services. Providers sometimes assume that if care wasn't rendered inside a hospital, it's not eligible for arbitration. But that's not always true. If the care falls within the NSA's emergency service definitions or is tied to a patient's emergency episode of care, it may still qualify.

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