No. 25-441

In The Supreme Court of the United States

GUARDIAN FLIGHT, L.L.C., ET AL.,

Petitioners,

v.

HEALTH CARE SERVICE CORPORATION.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

BRIEF OF AMERICAN MEDICAL ASSOCIATION AS *AMICUS CURIAE* IN SUPPORT OF PETITIONERS

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INTEREST OF *AMICUS CURIAE*[1]

The American Medical Association submits this brief *amicus curiae* in support of Petitioners Guardian Flight LLC and Med-Trans Corporation.

The American Medical Association ("AMA"), an Illinois not-for-profit corporation founded in 1847, is the country's largest medical society. Its physicians practice in all fields of medical specialization in every state. The AMA is dedicated to promoting the science and art of medicine and the betterment of public health. It regularly files *amicus* briefs and engages in other advocacy efforts to support the interests of physicians nationwide.[2]

The AMA strongly supports Congress's goal of protecting patients from "surprise billing." For years, it has consistently advocated for a patient-first solution to surprise medical bills that would shield patients from unexpected payments, while enabling providers and insurers to determine fair payment among themselves and ensuring continued access to

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[1] Pursuant to Supreme Court Rule 37.2, *amicus curiae* states that it provided timely notice to all counsel of their intent to file a brief. Pursuant to Supreme Court Rule 37.6, *amicus curiae* states that no counsel for any party authored this brief in whole or in part and no entity or person, aside from *amicus curiae*, its members, or its counsel, made any monetary contribution intended to fund the preparation or submission of this brief.

[2] The AMA files this brief as a member of the American Medical Association/State Medical Society Litigation Center ("Litigation Center"). The Litigation Center was formed in 1995 as a coalition of the AMA and private, voluntary, nonprofit state medical societies to represent the views of organized medicine in the courts.

care. The AMA thus supported the compromise set forth in the No Surprises Act, which both protected patients from surprise medical bills and established an independent dispute resolution process to ensure that providers would not remain underpaid for their services.

The Fifth Circuit's determination that independent dispute resolution awards are judicially unenforceable, however, upsets the balance that Congress struck, and fails to achieve the goal of fair payment. The AMA and its members agree with Petitioners that the Fifth Circuit's decision misinterprets the No Surprises Act. They submit this brief to emphasize that the presumption against ineffectiveness further counsels against the Fifth Circuit's reading, as well as to explain why immediate review is necessary to avoid the detrimental impact the Fifth Circuit's holding will have on the ability of physicians to provide their patients with the excellent care they deserve.

INTRODUCTION AND SUMMARY OF ARGUMENT

The No Surprises Act ("NSA") bars out-of-network providers from seeking payment from patients for certain services and establishes a system whereby providers may seek reasonable reimbursement from insurers instead. When providers and insurers cannot agree on the amount of reasonable reimbursement in the required 30-day "open negotiation" period, the NSA funnels them into independent dispute resolution ("IDR"), where an arbitrator selects one of the parties' two offers.

In the short history of IDR arbitration, providers have prevailed much more often than not. Yet according to the Fifth Circuit, providers lack any means of enforcing those awards—even though the NSA provides no meaningful alternative enforcement mechanism. The AMA agrees with Petitioners that this Court should review the Fifth Circuit's decision now. The Fifth Circuit's holding threatens grave and immediate harm to providers and their patients in addition to contradicting the NSA's text and purpose. *Amicus* files this brief to provide its unique perspective on why the Court should grant review of Petitioners' second question presented: whether Congress intended providers to have the ability to enforce IDR awards crucial to their fair payment.

"Congress presumably does not enact useless laws." *United States v. Castleman*, 572 U.S. 157, 178 (2014) (Scalia, J., concurring in part). Yet the Fifth Circuit interpreted the NSA in a way that renders entire sections nugatory. There is no need for an IDR process—or any of the NSA's other payment mechanisms—if nothing prevents most insurers from simply refusing to pay adverse IDR determinations. Such an interpretation contravenes the presumption against ineffectiveness and runs counter to the NSA's text and structure, which (among other things) mandate that determinations "shall be binding upon the parties involved"—a congressional command that determinations be legally constraining and thus judicially enforceable.

The Fifth Circuit's interpretation also threatens serious and ongoing harm to providers and the healthcare system they serve. It gives insurers

significant leverage to demand confiscatory discounts from out-of-network providers, as well as to exact across-the-board rate cuts from in-network providers (lest they be kicked out of network and not paid at all). Both in- and out-of-network providers will thus find themselves perpetually underpaid or even uncompensated for their valuable services, and patients will lose providers and critical care as a result.

This Court should grant review to ensure that a major piece of bipartisan legislation is not rendered nugatory by the Fifth Circuit's interpretation of its enforceability and providers are not left vulnerable to the practice-destroying harm of perpetual underpayment that Congress sought to remedy in enacting the NSA.

ARGUMENT

I. THE FIFTH CIRCUIT ERRED IN INTERPRETING THE NSA TO PRECLUDE JUDICIAL ENFORCEMENT OF IDR AWARDS

A. The Fifth Circuit's Interpretation Runs Afoul Of The Presumption Against Ineffectiveness

The AMA agrees with Petitioners that the Court should grant immediate review of the Fifth Circuit's decision, including its flawed holding that the NSA provides no private cause of action. *See* Pet. 26-31. *Amicus* files this brief to explain why the Fifth Circuit's interpretation of the NSA is not only wrong as a matter of ordinary meaning, but transgresses a

fundamental principle of statutory interpretation: the presumption against ineffectiveness.

This Court has long adopted constructions of statutes to ensure that they effectively serve their evident purposes. The so-called presumption against ineffectiveness "weighs against interpretations of a statute that would 'render the law in a great measure nugatory, and enable offenders to elude its provisions in the most easy manner.'" *Garland v. Cargill*, 602 U.S. 406, 427 (2024) (alteration omitted) (quoting *The Emily*, 22 U.S. (9 Wheat.) 381, 389 (1824)). More simply, the presumption reflects "the idea that Congress presumably does not enact useless laws." *Castleman*, 572 U.S. at 178 (Scalia, J., concurring in part); *see also United States v. Hartley*, 34 F.4th 919, 928 (10th Cir. 2022) (courts should "give effect to each statute Congress enacts because a statute's 'evident purpose always includes effectiveness.'" (quoting ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 63 (2012))); *Texas Workforce Comm'n v. United States Dep't of Educ.*, 973 F.3d 383, 389 (5th Cir. 2020) (courts should favor "a textually permissible interpretation that furthers rather than obstructs the document's purpose").

The Fifth Circuit's conclusion "render[s] nugatory," and allows most insurers "to elude," whole sections of the NSA—including all of 42 U.S.C. § 300gg-111(c) and many parts of § 300gg-111(a) and (b). If an insurer faces no threat of ultimate enforcement, there is no reason for an insurer to send "an initial payment or notice of denial of payment" to a provider. 42 U.S.C. § 300gg-111(a)(1)(C)(iv), (b)(1)(C), (D). There is also no reason why the insurer should engage in the required

30-day "open negotiation" period to see if the parties can agree on a preliminary payment, *id.* § 300gg-111(c)(1)(A), much less submit to the IDR process "in case of failed negotiations," *id.* § 300gg-111(c)(1)(B).

Equally "useless," then, are the NSA's extensive provisions governing the IDR process. Those provisions include directives on how to treat a provider's claims, how to select and certify IDR entities, how the IDR entity should make its payment determination, and what information should be published about the IDR process. 42 U.S.C. § 300gg-111(c)(2), (c)(3), (c)(4), (c)(5), (c)(7). Congress's specification that IDR determinations "shall be binding upon the parties involved," *id.* § 300gg-111(c)(5)(E)(i), is also without effect, as is its instruction that payment should be made to a provider "not later than 30 days after the date on which such determination is made," *id.* § 300gg-111(c)(6). Under the Fifth Circuit's reasoning, Congress might as well not have enacted such provisions at all, given that insurers can refuse to pay the award without consequence.

More broadly, "the absence of judicial enforcement would frustrate Congress's attempt to" comprehensively solve the problem of surprise billing while ensuring providers are properly compensated for their services. *Cheminova A/S v. Griffin L.L.C.*, 182 F. Supp. 2d 68, 75 (D.D.C. 2002) (holding that statutorily "binding" arbitration determinations under FIFRA must be enforceable in federal court). "The most reliable guide to congressional intent is the legislation [that] Congress enacted," *Sierra Club v. E.P.A.*, 294 F.3d 155, 161 (D.C. Cir. 2002), and the NSA—through both its text and structure—makes

clear that Congress did not intend for providers to be left holding the bag.

B. The Fifth Circuit Should Have Adopted The Interpretation That Would Have Made The NSA Effective

The Fifth Circuit need not have gone down this futile road. The best interpretation—and certainly "a textually permissible" one—avoids this outcome, and "furthers rather than obstructs the [NSA]'s purpose." *Texas Workforce Comm'n*, 973 F.3d at 389.

In particular, the NSA provides that an IDR determination "shall be *binding* upon the parties involved." 42 U.S.C. § 300gg-111(c)(5)(E)(i) (emphasis added).[3] The term "binding" is "understood to mean that an award will be enforceable *in court*." *Cheminova A/S,* 182 F. Supp. 2d at 73 (emphasis added). Indeed, the plain meaning of "to bind" is "to constrain with legal authority." *See Bind*, MERRIAM-WEBSTER'S COLLEGIATE DICTIONARY (11th ed. 2020); *see also Bind*, WEBSTER'S NEW WORLD COLLEGE DICTIONARY (5th ed. 2020) ("bind" means "to compel, as by oath, *legal restraint*, or contract" (emphasis added)).

That is also the meaning the term has long had in private arbitration, the background context against which the NSA was drafted. *See Lander Co. v. MMP Invs., Inc.*, 107 F.3d 476, 480 (7th Cir. 1997) ("To agree to binding arbitration is to agree that if your opponent

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[3] The same analysis applies to the NSA's parallel provisions governing air ambulance bills. *See* 42 U.S.C. § 300gg-112(a)(3), (b).

wins the arbitration he can obtain judicial relief if you refuse to comply with the arbitrator's award."); *see also Kallen v. District 1199, Nat'l Union of Hosp. & Health Care Empls.*, 574 F.2d 723, 726 (2d Cir. 1978) ("[A party] can hardly avow that an award will be 'final, conclusive and binding' upon it without implicitly agreeing that federal court intervention may be sought to compel compliance."); *Place St. Charles v. J.A. Jones Constr. Co.*, 823 F.2d 120, 124 (5th Cir. 1987) (arbitration clause stating a "decision shall be final and binding" rendered arbitration award judicially enforceable). As this Court has explained, when Congress incorporates a legal term of art into a statute, "it intend[s] that the customary legal incidents" of the term be incorporated into the statute as well, including the availability of associated remedies. *Transamerica Mortg. Advisors, Inc. (TAMA) v. Lewis*, 444 U.S. 11, 19 (1979). In making IDR determinations "binding," Congress thus made clear that those determinations were to be just as enforceable as they would be in the private arbitration context on which the NSA was modeled. *Cf.* 42 U.S.C. § 300gg-111(c)(5)(E)(i)(II) (incorporating same four grounds for vacatur as Federal Arbitration Act). Yet the Fifth Circuit never meaningfully engaged with or analyzed the term.[4]

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[4] Nor did it meaningfully engage with the NSA's statutory language regarding payments within 30 days, 42 U.S.C. § 300gg-111(c)(6), which this Court has interpreted in analogous contexts to "impose[] a legal duty" to pay that sum enforceable through a "damages remedy." *Maine Cmty. Health Options v. United States*, 590 U.S. 296, 310, 323 n.12 (2020). In so holding, the

In adopting the view that Congress never intended private enforcement, the Fifth Circuit apparently did not believe its interpretation rendered the NSA ineffective. It noted that Congress delegated limited enforcement authority to the Department of Health and Human Services ("HHS"), which it felt "conveys Congress's policy choice to enforce the statute through administrative penalties, not a private right of action." *Guardian Flight, L.L.C. v. Health Care Serv. Corp.*, 140 F.4th 271, 276-277 (5th Cir. 2025). But the NSA does not delegate any such authority: HHS may only impose civil monetary penalties of up to $10,000 on a "*provider or facility*" for violating the Act's patient-protection provisions. 42 U.S.C. §§ 300gg-134(a)(1), (b)(1) (emphasis added) (authorizing agencies to impose fines against "a provider or facility," "including, as applicable, a provider of air ambulance services").

The Fifth Circuit relied instead on a general delegation of authority to penalize noncompliance with federal insurance provisions found in a statutory provision that pre-dated the NSA. *See Guardian Flight*, 140 F.4th at 277 (citing 42 U.S.C. § 300gg-22). But as Petitioners note, HHS's authority under that provision does not reach large swaths of the insurance market and empowers HHS only to incentivize payment, not direct it. Pet. 34. The government agrees: It argued below that its authority over the limited category of insurers subject to its jurisdiction

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Court rejected the notion that *Alexander v. Sandoval*, 532 U.S. 275 (2001) requires "magic words explicitly inviting suit." *Id.*

under § 300gg-22 falls far short of the ability to enforce the NSA's mandate that IDR awards "shall be binding" and paid within 30 days. At most, the "imposition of civil monetary penalties may indirectly encourage payment, but it would not be comprehensive, and it would not necessarily result in the provider compensation contemplated by Congress when it enacted the NSA." Br. of United States as *Amicus Curiae* in support of Plaintiffs-Appellants, No. 24-10561, 2024 WL 4451970, at *13 (5th Cir. Oct. 4, 2024). This is especially so given that unpaid IDR awards—like the nearly $1 million at issue in this suit, Pet. 9—often dwarf the amount that HHS can assess in civil penalties. *Compare, e.g.,* Compl. 2-3, *SpecialtyCare, Inc. v. Elevance Health, Inc.*, 1:25-cv-01282 (S.D. Ind. June 26, 2025), ECF No. 1 (seeking $2.7 million dollars in unpaid IDR awards), *with* 42 U.S.C. § 300gg-22(b)(2)(C)(i) (limiting civil penalties to $100 per day). And even if HHS had the legal authority, HHS lacks capacity to enforce many thousands of IDR payment obligations year over year. CMS, *Supplemental Background on Federal Independent Dispute Resolution Public Use Files, July 1, 2024-December 31, 2024*, at 2 (May 28, 2025).[5] Thus, the notion that Congress intended NSA awards to be enforceable *solely* via indirect, limited administrative penalties is implausible.

Rather than rely on a provision that fails to ensure every IDR award is "binding," as the NSA requires, the Fifth Circuit should have adopted the

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[5] https://www.cms.gov/files/document/federal-idr-supplemental-background-2024-q3-2024-q4.pdf.

interpretation that fulfills that mandate. Interpreting the plain language of the NSA to provide a private right of action to enforce IDR determinations "furthers rather than obstructs the [NSA]'s purpose," *NextEra Energy Res., LLC v. Federal Energy Regul. Comm'n*, 118 F.4th 361, 371 (D.C. Cir. 2024) (quoting SCALIA & GARNER, *supra*, at 63), and saves many of its provisions from futility, *see Reiter v. Sonotone Corp.*, 442 U.S. 330, 339 (1979) ("In construing a statute we are obliged to give effect, if possible, to every word Congress used."). The Court should take this case now to correct the Fifth Circuit's clear—and as explained next, consequential—mistake.

II. PROVIDERS AND PATIENTS ARE SERIOUSLY HARMED BY INSURERS' FAILURE TO PAY IDR AWARDS

A. Providers And Their Patients Suffer When Insurers Are Not Held Accountable For The Payment Of IDR Awards

The harm providers will suffer if the Fifth Circuit's decision stands is obvious. Under the NSA, it is usually providers who seek payment from insurers because it is providers who have rendered services without pre-payment. If insurers' payment obligations are unenforceable in the mine-run of cases, they will have no incentive to pay providers at all, much less in a timely manner.

Even prior to the Fifth Circuit's decision, a significant number of insurers were refusing to comply with IDR determinations. A 2025 survey of clinicians across 45 states found that 22% of IDR awards owed

providers in 2023 and 11% of awards in 2024 had not been paid at all. Americans for Fair Health Care, *No Surprises Act (NSA) Impact Analysis*, at 5 (2025).[6] Of the payments actually made in 2024, 50% were not remitted within the requisite 30-day timeframe, and 15% were made in an incorrect amount. *Id.* A 2025 survey targeting emergency departments found even greater noncompliance, with respondents reporting that 60% of their IDR awards were unpaid within the 30 business days required by the NSA, and 26% of awards were paid in the wrong amount. Emergency Dep't Practice Mgmt. Ass'n, *No Surprises Act Update: Full-Year 2024 IDR Metrics* (May/June 2024).[7] The same survey respondents reported that insurers also continue to owe them tens of millions of dollars in unpaid IDR awards. *Id.*

Press reports indicate that some insurers are explicitly telling providers they would not "honor an arbitration award because they view them as 'unenforceable' and 'not binding.'" Tina Reed, *Doctors say insurers are ignoring orders to pay surprise billing disputes*, AXIOS (Aug. 3, 2023).[8] Now that a federal appellate court has held that IDR awards are unenforceable, those numbers and those refusals are only likely to increase.

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[6] https://www.americansforfairhealthcare.org/_files/ugd/11639b_3948738a47e7439c910c4490a8c47778.pdf.

[7] https://edpma.org/wp-content/uploads/2021/02/EDPMA-No-Surprises-Act-Update-6.30.25.pdf.

[8] https://www.axios.com/2023/08/03/insurers-refusing-pay-surprise-billing.

The Fifth Circuit's decision to render IDR awards unenforceable will also have significant downstream effects on the relationship between providers and insurance companies. Even before the Fifth Circuit's decision, one major survey found that 20% of providers had experienced "insurer-driven contract termination," and one in five had been threatened with contract termination following implementation of the NSA. *No Surprises Act (NSA) Impact Analysis*, *supra*, at 5. In addition, nearly 20% of providers had received take-it-or-leave-it unilateral contract amendments in 2024. *Id.* Other in-network providers had seen abrupt demands from insurers for across-the-board rate reductions as high as 50%. Nona Tepper, *Coming to a contract negotiation near you: the No Surprises Act*, MODERN HEALTHCARE (Aug. 15, 2022). In one instance, two insurers unilaterally terminated the contracts of a physician-owned practice group of emergency doctors, pushing a third of the group's commercial patients out of network and paying "up to 70 percent less than our previous contracts for what are now out of network services." *Reduced Care for Patients: Fallout from Flawed Implementation of Surprise Medical Billing Protections: Hearing Before the H. Comm. on Ways and Means*, 118th Cong. (2023) (statement of Seth Bleier, MD, FACEP, Vice President of Fin., Wake Emergency Physicians, PA) ("Bleier Statement"), at 2. In the wake of the Fifth Circuit's ruling, in-network providers will be forced to accept take-it-or-leave-it rate cuts, knowing that their other choice is to be pushed out of network and potentially never paid (by anyone).

There is no other way to compensate providers adequately. Under the NSA, providers cannot turn to patients to ensure they are adequately compensated for their services. And their only other option—insurers—now know there is little to no consequence for a refusal to pay. So it matters little that in the second half of 2024, "[p]roviders, facilities, or air ambulance providers were the prevailing party in approximately 85% of payment determinations." CMS, *Supplemental Background*, *supra*, at 4. That high number was no fluke. In the six months prior, providers were the prevailing party in 84% of payment determinations. CMS, *Supplemental Background on Federal Independent Dispute Resolution Public Use Files, January 1, 2024-June 30, 2024*, at 4 (March 18, 2025).[9] Without the crucial backstop of the IDR process, outright refusals to pay adequate compensation will become only more commonplace.

Insurers' underpayments and noncompliance with the IDR process have already had serious consequences for health systems. In 2023, the Chief Financial Officer of a not-for-profit, community-based health system, which operates 6 of the top 20 busiest emergency departments in Georgia and Georgia's largest trauma network, told Congress that the health system had received timely payment in just one-third of its winning IDR disputes, representing over $40 million in reimbursement still outstanding. *Reduced Care for Patients: Fallout from Flawed Implementation of Surprise Medical Billing*

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[9] https://www.cms.gov/files/document/supplemental-background-federal-idr-puf-january-1-june-30-2024-march-18-2025.pdf

Protections: Hearing Before the H. Comm. on Ways and Means, 118th Cong. (2023) (statement of Jim Budzinski, Exec. Vice President and Chief Fin. Officer, Wellstar Health System), at 4-5. Another provider reported that the majority of its IDR awards remained unpaid past the 30-day statutory deadline, while a third stated it had over $5 million in unpaid IDR awards. U.S. GOV'T ACCOUNTABILITY OFF., GAO-24-106335, PRIVATE HEALTH INSURANCE: ROLL OUT OF INDEPENDENT DISPUTE RESOLUTION PROCESS FOR OUT-OF-NETWORK CLAIMS HAS BEEN CHALLENGING 30 (2023).

B. The Serious And Immediate Threats To Providers' Livelihoods And This Country's Healthcare System Warrant This Court's Immediate Review

Providers and the patients they serve cannot wait years for litigation on this question to percolate in lower courts. The Fifth Circuit's error is already spreading, imperiling providers' livelihoods around the country. Multiple district courts outside the Fifth Circuit have adopted its implausible interpretation of the NSA with next to no independent analysis. *See, e.g.*, *Jeffrey Farkas, M.D., LLC v. Horizon Blue Cross Blue Shield of N.J.*, No. 25-cv-00054, 2025 WL 1860241, at *5-6 (E.D.N.Y. July 2, 2025); *cf. Drs. Ellis, Rojas, Ross & Debs, Inc. v. UMR, Inc.*, No. 24-cv-20428, 2025 WL 742761, at *3 (S.D. Fla. Mar. 9, 2025) (relying on the district court's decision in this litigation to suggest that federal courts have no role in confirming IDR awards).

Correction by this Court of the Fifth Circuit's manifest error thus cannot wait. A judicial decision that enables insurers to continue to delay or refuse payment of IDR awards comes at a perilous time for hospitals in particular. After weathering a once-in-a-century global pandemic, "[p]ersistent workforce shortages, severe fractures in the supply chain for drugs and supplies, and high levels of inflation have collectively fueled hospitals' costs as they care for patients 24/7." American Hosp. Ass'n, *America's Hospitals and Health Systems Continue to Face Escalating Operational Costs and Economic Pressures as They Care for Patients and Communities* (May 2024).[10] Hospitals are thus "operating with little to no margin," *id.* (emphasis omitted), and depend on adequate and timely payment to ensure excellent care. In fact, providers are now staring down the barrel of more than $860 billion in reduced federal Medicaid spending over the next decade under the One Big Beautiful Bill Act. *See* Letter from AMA to Hon. Mehmet C. Oz, MD, MBA, Administrator, CMS at 2 (July 11, 2025).[11] That is on top of the fact that physicians "are already dealing with a 2.83 percent cut to Medicare payment in 2025 and, since 2001, payment updates have fallen behind practice cost inflation by 33 percent." Letter from AMA to Hon. John Thune, U.S. Senate and Hon. Charles Schumer,

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[10] https://www.aha.org/guidesreports/2025-04-28-2024-costs-caring.

[11] https://searchlf.ama-assn.org/letter/documentDownload?uri=/unstructured/binary/letter/LETTERS/lf.zip/lf/2025-7-11-Letter-to-Oz-re-Preserving-Medicaid-Funding-v2.pdf.

U.S. Senate at 11 (June 20, 2025).[12] The inability to timely collect IDR payments is adding even further strain. Alex Kacik, *How surprise billing arbitration strains physician groups*, MODERN HEALTHCARE (Oct. 22, 2024).[13]

It is patients and this country's healthcare system that will ultimately suffer. As the government has recognized, significant reductions in provider rates can "threaten the viability of *** providers [and] facilities," which "in turn, c[an] lead to participants, beneficiaries and enrollees not receiving needed medical care, undermining the goals of the No Surprises Act." Requirements Related to Surprise Billing; Part II, 86 Fed. Reg. 55,980, 56,044 (Oct. 7, 2021). Rural and other underserved patient populations will bear the brunt of the sea change, losing their access to readily available and personalized care. Bleier Statement at 2; *see also* Kacik, *supra*. The representative for one emergency physician group serving rural populations explained that after being forced out of network by two of their insurers, his group feared they would have to "reduce salaries, reduce physician and advanced practice provider staffing hours, cut positions, or make difficult decisions about what areas we can realistically serve." Bleier Statement at 3. Emergency physician practices in rural and underserved areas may be "unable to

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[12] https://searchlf.ama-assn.org/letter/documentDownload?uri=/unstructured/binary/letter/LETTERS/lfb.zip/2025-6-20-Letter-to-Thune-and-Schumer-re-HR-1-One-Big-Beautiful-Bill-Act-v3.pdf.

[13] https://www.modernhealthcare.com/providers/no-surprises-act-2020-arbitration-independent-dispute-resolutions/.

afford to continue to operate in the areas where patients need them most," leaving millions with "less access to the lifesaving emergency care they need and deserve." *Id.* at 3-4.

The Fifth Circuit's decision imperils the provision of care to these patients—the very population Congress meant to protect when it passed the NSA. This Court should reject the Fifth Circuit's atextual and detrimental interpretation and restore the NSA to the way Congress intended it to operate.

CONCLUSION

For the foregoing reasons, the petition for writ of certiorari should be granted.

Respectfully submitted.

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