

STATE OF OKLAHOMA

2nd Session of the 60th Legislature (2026)

COMMITTEE SUBSTITUTE
FOR

SENATE BILL 2166

By: Daniels

COMMITTEE SUBSTITUTE

An Act relating to damages; amending 12 O.S. 2021, Section 3009.1, which relates to personal injury suits; defining terms; prohibiting certain damages exceeding a certain amount; authorizing certain evidence to establish damages; requiring disclosure of certain documents; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 12 O.S. 2021, Section 3009.1, is amended to read as follows:

Section 3009.1. A. As used in this section:

1. "Factoring company" means any person or entity that purchases a health care provider's accounts receivable at a discount below the invoice value of such accounts;

2. "Health plan" means any medical care insurance, health care insurance, health benefit plan, employer-provided health care plan or medical insurance, workers' compensation insurance, Medicaid, Medicare, other public or government-sponsored health care insurance

1 or benefit program, or other similar source available to pay for
2 services provided to the injured person at the time or after the
3 medical services or treatment were provided;

4 3. "Health care provider" includes hospitals, institutions,
5 laboratories, pharmacies, doctors, physicians, optometrists,
6 chiropractors, dentists, nurses, pharmacists, therapists, and any
7 other medical or health care facility, professionals, or persons who
8 diagnose, evaluate, treat, or otherwise deliver medical services or
9 treatment to a plaintiff;

10 4. "Letter of protection" means any arrangement by which a
11 health care provider renders treatment in exchange for a promise of
12 payment for the plaintiff's expenses for medical services or
13 treatment from any judgment or settlement of a personal injury or
14 wrongful death action. The term includes any such arrangement,
15 regardless of whether referred to as a letter of protection; and

16 5. "Medical services or treatment" means any actions taken by a
17 health care provider to observe, identify, diagnose, stabilize,
18 address, ameliorate, correct, remedy, rehabilitate, manage, combat,
19 or care for a plaintiff's injury, condition, disease, or disorder,
20 or symptoms of a plaintiff's injury, condition, disease, or
21 disorder. The term includes any equipment, facilities, medicines,
22 drugs, prescriptions, devices, or products provided or applied to a
23 plaintiff by a health care provider or consumed by a plaintiff at a
24 health care provider's direction.

1 B. Upon the trial of any civil action arising from personal
2 injury, the actual amounts paid for any services in the treatment of
3 the injured party, including doctor bills, hospital bills, ambulance
4 service bills, drug and other prescription bills, and similar bills
5 shall be the amounts admissible at trial, not the amounts billed for
6 such expenses incurred in the treatment of the party. If, in
7 addition to evidence of payment, a party submits a signed statement
8 acknowledged by the medical provider or an authorized representative
9 or sworn testimony that the provider will accept the amount paid as
10 full payment of the obligations, the statement or testimony shall be
11 admitted into evidence. The statement or testimony shall be part of
12 the record as an exhibit but need not be shown to the jury. If a
13 medical provider has filed a lien in the case for an amount in
14 excess of the amount paid, then the bills in excess of the amount
15 paid, but not more than the amount of the lien, shall be admissible.

16 ~~B.~~ C. If no payment has been made, the Medicare reimbursement
17 rates in effect when the personal injury occurred, not the amounts
18 billed, shall be admissible if, in addition to evidence of
19 nonpayment, a party submits a signed statement acknowledged by the
20 medical provider or an authorized representative or sworn testimony
21 that the provider will accept payment at the Medicare reimbursement
22 rate less cost of recovery as provided in Medicare regulations as
23 full payment of the obligation. The statement or testimony shall be
24 admitted into evidence and shall be part of the record as an exhibit

1 but need not be shown to the jury. If a medical provider has filed
2 a lien in the case for an amount in excess of the Medicare rate,
3 then the bills in excess of the amount of the Medicare rate, but not
4 more than the amount of the lien, shall be admissible.

5 ~~E.~~ D. If no bills have been paid, or no statement acknowledged
6 by the medical provider or sworn testimony as provided in
7 subsections A and B of this section is provided to the opposing
8 party and listed as an exhibit by the final pretrial hearing, then
9 the amount billed shall be admissible at trial subject to the
10 limitations regarding any lien filed in the case.

11 E. Except as provided in subsection F of this section, in an
12 action to recover damages resulting from injury or death, damages
13 that may be recovered for the reasonable value of any necessary
14 medical services or treatment may not exceed amounts actually paid
15 by or on behalf of the plaintiff to health care providers who
16 rendered medical services or treatment, actually necessary to
17 satisfy charges for medical services or treatment that are due and
18 owing to health care providers but at the time of trial are not yet
19 satisfied, and actually necessary to provide medical treatment or
20 services the plaintiff will need in the future.

21 F. Evidence to establish the reasonable value of past or future
22 medical services or treatment in any action to recover damages
23 resulting from injury or death is admissible as provided in this
24 section.

1 1. Evidence offered to prove the amount of damages for past
2 medical treatment or services that have been satisfied is limited to
3 the evidence described in subsection B of this section.

4 2. Evidence offered to prove the amount necessary to satisfy
5 unpaid charges for incurred medical services or treatment shall
6 include, but not be limited to:

7 a. if the plaintiff is covered by a health plan, evidence
8 of the amount that such health plan is obligated to
9 pay the health care provider to satisfy the charges
10 for the plaintiff's incurred medical services or
11 treatment, plus the plaintiff's share of medical
12 expenses under the health plan,

13 b. if the plaintiff is covered by a health plan but
14 obtains treatment under a letter of protection or
15 otherwise does not submit to the health plan for
16 payment any charges for any health care provider's
17 medical services or treatment, evidence of the amount
18 the plaintiff's health plan would pay the health care
19 provider to satisfy the past unpaid medical charges,
20 plus the plaintiff's share of medical expenses under
21 the health plan, had the plaintiff submitted the
22 health care provider's charges to the health plan for
23 payment,

1 c. if the plaintiff obtains medical services or treatment
2 under a letter of protection and the health care
3 provider subsequently transfers the right to receive
4 payment under the letter of protection to a third
5 party, evidence of the amount the third party paid or
6 agreed to pay the health care provider in exchange for
7 the right to receive payment pursuant to the letter of
8 protection,

9 d. any evidence of reasonable amounts billed to the
10 plaintiff for necessary medical services or treatment
11 provided to the plaintiff, and

12 e. any evidence authorized by subsection B, C, or D of
13 this section, to the extent applicable to the
14 plaintiff's circumstances.

15 3. Evidence offered to prove the amount of damages for any
16 future medical services or treatment the plaintiff will receive
17 shall include, but not be limited to:

18 a. if the plaintiff is covered by a health plan or is
19 eligible for any such medical care plan, evidence of
20 the amount for which the future charges of health care
21 providers could be satisfied if submitted to such
22 health plan, plus the plaintiff's share of medical
23 expenses under the health plan, and
24

1 b. any evidence of reasonable future amounts to be billed
2 to the plaintiff for necessary medical services or
3 treatment that will be provided to the plaintiff.

4 G. In any action to recover damages resulting from injury or
5 death, when asserting any claim for damages for medical services or
6 treatment rendered under a letter of protection, the plaintiff shall
7 disclose to the other parties to the action:

8 1. A copy of the letter of protection;

9 2. All charges for the plaintiff's medical expenses, which
10 shall be itemized and, to the extent applicable, coded according to
11 generally accepted medical billing practices;

12 3. If the health care provider sells the accounts receivable
13 for the plaintiff's medical expenses to a factoring company or other
14 third party, the name of the factoring company or other third party
15 that purchased such accounts and the dollar amount for which the
16 factoring company or other third party purchased such accounts,
17 including any discount provided below the invoice amount;

18 4. Whether the plaintiff, at the time medical services or
19 treatment was rendered, had coverage pursuant to a health plan and,
20 if so, the identity of such health plan; and

21 5. Whether the plaintiff was referred for treatment under a
22 letter of protection and, if so, the identity of the person who made
23 the referral. If the referral is made by the plaintiff's attorney,
24 disclosure of the referral is permitted and not protected by any

1 privilege, and evidence of such referral is admissible. In such
2 situation, the financial relationship between a law firm and a
3 medical provider, including the number of referrals, frequency, and
4 financial benefit obtained, is relevant to the issue of the bias of
5 a testifying medical provider.

6 ~~D.~~ H. This section shall apply to civil actions arising from
7 personal injury filed on or after November 1, 2015.

8 SECTION 2. This act shall become effective November 1, 2026.

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