

STATE OF OKLAHOMA

2nd Session of the 60th Legislature (2026)

SENATE BILL 2166

By: Daniels

AS INTRODUCED

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 or benefit program, or other similar source available to pay for

1 services provided to the injured person at the time or after the  
2 medical services or treatment were provided;

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

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

15 5. "Medical services or treatment" means any actions taken by a  
16 health care provider to observe, identify, diagnose, stabilize,  
17 address, ameliorate, correct, remedy, rehabilitate, manage, combat,  
18 or care for a plaintiff's injury, condition, disease, or disorder,  
19 or symptoms of a plaintiff's injury, condition, disease, or  
20 disorder. The term includes any equipment, facilities, medicines,  
21 drugs, prescriptions, devices, or products provided or applied to a  
22 plaintiff by a health care provider or consumed by a plaintiff at a  
23 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, necessary to satisfy charges  
17 for medical services or treatment that are due and owing to health  
18 care providers but at the time of trial are not yet satisfied, and  
19 necessary to provide medical treatment or services the plaintiff  
20 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 evidence of the amount actually paid, regardless of the source of  
4 payment.

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

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

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

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

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

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

21           b. any evidence of reasonable future amounts to be billed  
22           to the plaintiff for necessary medical services or  
23           treatment that will be provided to the plaintiff.

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

5           1. A copy of the letter of protection;

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

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

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

18           5. Whether the plaintiff was referred for treatment under a  
19 letter of protection and, if so, the identity of the person who made  
20 the referral. If the referral is made by the plaintiff's attorney,  
21 disclosure of the referral is permitted and not protected by any  
22 privilege, and evidence of such referral is admissible. In such  
23 situation, the financial relationship between a law firm and a  
24 medical provider, including the number of referrals, frequency, and

1 financial benefit obtained, is relevant to the issue of the bias of  
2 a testifying medical provider.

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

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