



29 due to the provider, the actual amounts remitted to the provider  
30 are the maximum amounts recoverable. In such circumstances, any  
31 difference between the amounts originally billed by the provider  
32 and the actual amounts remitted to the provider are not  
33 recoverable or admissible into evidence.

34 (2) With respect to any medical or health care services  
35 provided to the claimant for which an outstanding balance is  
36 claimed to be due to the provider, and to claims asserted for  
37 medical or health care services to be provided to the claimant  
38 in the future, the maximum amounts recoverable are the amounts  
39 customarily accepted in payment for such services by providers  
40 in the same geographic area, excluding government entitlement  
41 programs that are not arms-length transactions such as Medicaid  
42 and Medicare. This limitation also applies to any lien or claim  
43 of subrogation asserted for such services in the action, except  
44 for a lien or claim of subrogation described in subsection (4).

45 (3) Damages for medical or health care services provided  
46 or to be provided to a claimant are recoverable only for those  
47 services determined, by a preponderance of the evidence, to be  
48 medically necessary. If it is determined that any of the  
49 claimant's medical or health care services provided were not  
50 medically necessary, the claimant may not recover damages for  
51 such services or recover from the nonprovider defendant for any  
52 damages arising out of or related to such services. A patient is  
53 not liable to a provider for past medical or health care  
54 services rendered if such services were not medically necessary,  
55 and nonpayment based on lack of medical necessity may be

56 asserted as an affirmative defense in any action to recover such  
57 damages.

58 (4) Notwithstanding any other provision in this section to  
59 the contrary, if Medicaid, Medicare, or a payor regulated under  
60 the Florida Insurance Code has covered or is an insurer covering  
61 the claimant's medical or health care services and has given  
62 notice of assertion of a lien or a claim of subrogation for past  
63 medical expenses in the action, the amount of the lien or claim  
64 of subrogation, plus the amount of any copayments or deductibles  
65 paid or payable by the claimant, shall be the maximum amount  
66 recoverable and admissible into evidence with respect to the  
67 covered services.

68 (5) After damages in compliance with this section are  
69 awarded to a claimant, the court shall apply s. 768.76 and  
70 reduce the amount of such award, as appropriate.

71 (6) This section applies only to actions for personal  
72 injury or wrongful death of the claimant and has no other  
73 application or effect regarding compensation paid to providers  
74 for medical or health care services.

75 Section 2. This act shall take effect upon becoming a law  
76 and applies to all causes of action arising on or after that  
77 date.