

No. 50,849-CA

ON REHEARING

COURT OF APPEAL
SECOND CIRCUIT
STATE OF LOUISIANA

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IRMA RABUN, INDIVIDUALLY AND Plaintiff-Appellant
ON BEHALF OF ALL OTHERS
SIMILARLY SITUATED

Versus

ST. FRANCIS MEDICAL CENTER, INC. Defendant-Appellee

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Originally Appealed from the
Fourth Judicial District Court for the
Parish of Ouachita, Louisiana
Trial Court No. 20141389

Honorable Hamilton Stephens Winters, Judge

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Before WILLIAMS, CARAWAY, DREW, LOLLEY, and STONE, JJ.

PER CURIAM ON REHEARING

The rehearing application in this case is granted for the limited purpose of clarifying this Court's opinion as it pertains to the Balance Billing Act in relation to the medical lien statute. Our original opinion in this matter correctly noted the Balance Billing Act prohibits a contracted healthcare provider from billing, or attempting to bill, an injured party for an amount greater than the contracted reimbursement rate, when that injured party has medical insurance. The applicant on rehearing erroneously infers this Court's opinion fundamentally changes the application of the collateral source rule in tort cases.

Pursuant to the collateral source rule, an injured plaintiff's tort recovery may not be reduced as a result of receiving compensation from independent sources. However, the opinion of this Court focuses strictly on what a medical provider, and not a plaintiff, can recover from a tortfeasor. Notably, it does not in any manner whatsoever address the collateral source rule. Notwithstanding, in an effort to clarify our original opinion, we hereby amend part of the discussion as follows:

Considering the BBA prohibits a contracted healthcare provider from billing, or attempting to bill, a patient in excess of the contracted reimbursement rate, Rabun's obligation to St. Francis cannot exceed the contracted rate set forth in the member provider agreement. As such, St. Francis is precluded from recouping or attempting to recoup from Rabun any amount that exceeds the contracted rate. Consequently, St. Francis cannot, in an astute effort to procure what the BBA precisely bans it from procuring, force the third party tortfeasor to pay [St. Francis] the entire amount of Rabun's unreduced medical bill. It would seem plausible and appropriate that Rabun reap the benefits of, and not penalized for, having medical insurance. Rabun, not St. Francis, should recover any residual sums remaining after the contracted rate has been deducted from the unreduced medical bill. Accordingly, St. Francis' right to attach a medical lien to Rabun's tort claim in which Rabun seeks to recover damages from a tortfeasor, is limited to the contracted rate.

Furthermore, the line which reads “Neither Rabun nor the third-party tortfeasor can be forced to pay an amount that St. Francis is not entitled to, and therefore not owed, under the BBA”, is amended to “Neither Rabun nor the third-party tortfeasor can be forced to pay St. Francis an amount that St. Francis is not entitled to under the BBA.”

In all other respects, the opinion of this Court on original hearing remains in full force and effect. The rehearing application is otherwise denied.

**LIMITED REHEARING GRANTED; JUDGMENT AMENDED
AND AFFIRMED AS AMENDED.**