1. Does your jurisdiction maintain a collateral source rule?

Yes. The collateral source rule "'prohibits the reduction of a plaintiff's damages when he [or she] has received compensation from another source.' Second, it precludes the introduction of 'evidence of other compensation on the theory that such evidence would affect the jury's judgment unfavorably to the plaintiff on the issues of liability and damages.'" John’s Heating Serv. v. Lamb, 46 P.3d 1024, 1043 (Alaska 2002), citing, Tolan v. ERA Helicopters, Inc., 699 P. 2d 1265, 1267 (Alaska 1985).

2. Does your jurisdiction allow plaintiff recovery for expenses written off by the healthcare provider?

Undecided, but likely “yes.” The Alaska Supreme Court has not yet decided the issue. A published dissent in Lucier v. Steiner Corp., 93 P.3d 1052 (Alaska 2004), cited in several federal district court decisions in Alaska, reasoned that the medical care paid for by Medicaid was a collateral source benefit “and its value may not be used to reduce her damages award” except under specific statutory exceptions. No reported decision has addressed write offs by a private insurer.

3. Must a plaintiff prove medical services were reasonable or necessary in order to recover?

Yes. A plaintiff may recover only the reasonable expense of necessary medical care. Turner v. Municipality of Anchorage, 171 P.3d 180, 185 (Alaska 2007), citing, Alaska Pattern Civil Jury Instruction 20.02

4. Must a plaintiff guarantee reimbursement payment to a healthcare provider if a judgment is rendered or settlement achieved?

Yes. Alaska Statutes (“AS”) 34.35.450(a), states “[a]n operator of a hospital in the state, a licensed special nurse in a hospital in the state, or a physician who furnishes service to a person who has a traumatic injury has a lien upon any sum awarded to the injured person or the personal representative of the injured person by judgment or obtained by a settlement or compromise to the extent of the amount due the hospital, nurse, or physician for the reasonable value of the service furnished before the date of judgment, settlement, or compromise, together with costs and reasonable attorney fees that the court allows, incurred in the enforcement of the lien.”
5. If an insurance carrier maintains a contractual agreement with a healthcare provider that reduces payments, what can a plaintiff “blackboard” as damages? (i.e., what effect does a pre-existing agreement between an insurance carrier and healthcare provider have on a plaintiff’s ability to recover medical bills?)

A plaintiff may blackboard the entire amount billed subject to reduction by the court post-verdict. Alaska Statute (AS) 09.17.070(a) provides, "After the fact finder has rendered an award to a claimant, and after the court has awarded costs and attorney fees, a defendant may introduce evidence of amounts received…by the claimant as compensation for the same injury from collateral sources that do not have a right of subrogation by law or contract."

*This section of the Compendium was prepared by an attorney not licensed in the State of Alaska. Although the attorney used his/her best efforts to set forth the current law, users of this section of the Compendium should rely solely on counsel licensed in the State of Alaska.*