1. **Does your jurisdiction maintain a collateral source rule?**

Yes, Massachusetts courts generally follow the traditional collateral source rule in that a defendant may not show that the plaintiff has received any other compensation for his/her injury. However, in an effort to strike a balance between the collateral source rule and the availability of other evidence to prove the value of medical services, the Court has held that “evidence may be introduced concerning the range of payments that the providers accept for the types of medical services that the plaintiff received” (emphasis added). Law v. Griffith, 457 Mass. 349, 353 (2010). In practice, a defendant challenging the amount of a medical bill may therefore call a representative of the medical provider to offer evidence of the range of payments the provider actually accepts for the particular service that was rendered to the plaintiff, so long as the witness does not disclose the identity of the third-party payer or the amount actually paid on behalf of the plaintiff.

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

The treatment of write-downs in Massachusetts is still open to debate. Massachusetts appellate courts have not had occasion to decide whether evidence of a discount from the initial charges for medical services is barred by the collateral source rule, or whether the discounted amount paid and accepted in full satisfaction of those charges is relevant and admissible on the issue of the reasonable value of the medical services for which plaintiff is entitled to recover. Scott v. Garfield, 454 Mass. 790, 802-03 (2009).

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

In Massachusetts, a plaintiff can recover for “reasonable expenses incurred by him for medical care and nursing in the treatment and cure of his injury.” Rodgers v. Boynton, 315 Mass. 279, 280 (1943). To recover for medical expenses, a plaintiff must prove that he has paid the medical expenses or that he has incurred liability to pay for them. Arwshan v. Meshaka, 288 Mass. 31, 34 (1934).

4. **Must a plaintiff guarantee reimbursement payment to a healthcare provider if a judgment is rendered or settlement achieved?**
“The source generally has a right to receive reimbursement from any judgment recovered against a third party through a contractual or statutory right of subrogation.” Keene v. Brigham and Women’s Hospital, Inc., 11 Mass.L.Rptr. 545 at *10 (2000).

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?)

As Massachusetts observes the traditional collateral source rule, a pre-existing agreement would have no effect.