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

Mississippi recognizes the collateral source rule which provides that compensation received by a plaintiff from a collateral source, wholly independent of the wrongdoer, cannot be used by a defendant in mitigation or reduction of damages. *Burr v. Mississippi Baptist Medical Center*, 909 So. 2d 721 (Miss. 2005). However, the rule is not absolute. “If evidence is introduced for a purpose other than to mitigate damages, the collateral source rule is not violated and the evidence may be admitted.” *Burr*, 909 So. 2d at 729.

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

Under current Mississippi law, a plaintiff may recover for expenses written off by healthcare providers. Mississippi courts have recognized this as a form of the collateral source rule. *Williams v. Manitowoc Cranes, LLC*, 216 U.S. Dist. LEXIS 3553 (S.D. Miss. January 12, 2016); *Wal-Mart Stores, Inc. v. Frierson*, 818 So. 2d 1135 (Miss. 2002); *Brandon HMA, Inc. v. Bradshaw*, 809 So. 2d 611 (Miss. 2001).

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

The plaintiff bears the burden of proving the medical expenses he seeks to recover were reasonable and necessary. *Estate of Miles v. Burcham*, 127 So. 3d 313 (Miss. 2013). Mississippi statute provides, “Proof that medical, hospital, and doctor bills were paid or incurred because of any illness, disease or injury shall be prima facia evidence that such bills so paid or incurred were necessary and reasonable.” Miss. Code Ann. § 41-9-119. This statutory presumption may be rebutted with proper evidence. *Downs v. Ackerman*, 115 So. 3d 785 (Miss. 2013).

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

Pursuant to *Ellis v. Poe*, 645 So. 2d 947 (Miss. 1994), an insurer and its insured are required to pay those liens of which it has been provided notice by the lien holder. If the carrier or insured is provided notice that the claimant created a lien by assigning his or her rights (as within an assignment to a medical provider or with UM, MedPay or property damage coverage), then a release executed by claimant in favor of the insured and the carrier will not relinquish the lien holder’s rights of subrogation against the carrier or the insured.
A plaintiff is not required to guarantee reimbursement payment to a private healthcare provider or insurer. However it is common for the plaintiff/patient to assign his or her rights to the provider.

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 plaintiff’s ability to recover medical bills?)

Under Mississippi law, the collateral source rule allows a plaintiff to “blackboard” and introduce evidence of the entire medical expenses, even if portions of these expenses were written off by medical providers pursuant to a contract between an insurance carrier and healthcare provider. Williams v. Manitowoc Cranes, LLC, 2016 U.S. Dist. LEXIS 3553(S.D. Miss. January 12, 2016); Wal-Mart Stores, Inc. v. Frierson, 818 So. 2d 1135, 1140 (Miss. 2002); Brandon HMA, Inc. v. Bradshaw, 809 So. 2d 611 (Miss. 2001).

A defendant should be prepared to present evidence to rebut the reasonableness and necessity of a plaintiff’s medical bills by presenting evidence including the amount the healthcare provider expected to receive from Medicare, Medicaid and private insurance for services. Mississippi courts have, thus far, been reluctant to prevent a plaintiff from introductory evidence of all medical expenses, even if some were written off or adjusted as violation of the collateral source rule.