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


   Generally, "the collateral source rule provides that payments from a collateral source shall not diminish the damages otherwise recoverable from the wrongdoer." *Johnson v. Beane*, 541 Pa. 449, 664 A.2d 96, 100 (Pa. 1995). This rule "was intended to avoid precluding a claimant from obtaining redress for his or her injury merely because coverage for the injury was provided by some collateral source, e.g. insurance." *Beechwoods Flying Service, Inc. v. Al Hamilton Contracting Corp.*, 504 Pa. 618, 476 A.2d 350, 352 (Pa. 1984); see also id. at 353 (the rule is "intended to prevent a wrongdoer from taking advantage of the fortuitous existence of a collateral remedy"); *Denardo v. Carneval*, 297 Pa. Super. 484, 444 A.2d 135, 140 (Pa. Super. 1982) ("Pennsylvania law is clear; the victim of a tort is entitled to the damages caused by the tortfeasor's negligence regardless of compensation the victim receives from other sources") [citation omitted]


   Further, "when improperly admitted testimony may have affected a verdict, the only correct remedy is the grant of a new trial." Id. at 608 [citation omitted]

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

   No. In *Moorhead v. Crozer Chester Med. Ctr.*, 564 Pa. 156; 765 A.2d 786; 2001 Pa. LEXIS 210, abrogated on other grounds by *Northbrook Life. Ins. Co. v. Com.*, 597 Pa. 18, 949 A.2d 333 (Pa. 2008), the Pennsylvania Supreme Court found that the amount paid and accepted as payment in full for the medical services is the amount Plaintiff is entitled to recover as compensatory damages.
3. Must a plaintiff prove medical services were reasonable or necessary in order to recover?

Yes. Under Pennsylvania law, a plaintiff seeking special medical damages must prove the following: (1) medical services were rendered; (2) the reasonable charges for those services; (3) that the services rendered were necessary; and (4) that the medical services rendered were related to the injury that occurred. *Ratay v. Chen Liu*, 215 Pa. Super. 547, 260 A.2d 484 486 (Pa. Super. 1969).” *Phillips v. Gerhart*, 2002 PA Super 175; 801 A.2d 568; 2002 Pa. Super. LEXIS 1129

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

There is no Pennsylvania statute by which, as a general matter, a plaintiff must guarantee reimbursement payment to a healthcare provider.

By private contract, a plaintiff may guarantee reimbursement. In addition, a health care provider may, by contract and where permitted by law, be entitled to subrogation rights. Under Pennsylvania case law, where a subrogor's attorney creates a common fund for the benefit of the subrogor and subrogee, the attorney is entitled to reimbursement from the subrogee for its proportionate share of reasonable attorney's fees and expenses of litigation. *Shearer v. Moore*, 277 Pa. Super. 70, 419 A.2d 665 (Pa. Super. 1980).

Pursuant to Section 319 of the Workers Compensation Act, 77 P.S. § 671, where the compensable injury is caused in whole or in part by a third party, the employer who has paid compensation benefits to the injured employee is subrogated to the right of the employee against the third-party tortfeasor.

The Department of Public Welfare (DPW), the state agency that administers Medicaid, is charged with the responsibility of recovering from liable third parties the reasonable value of benefits provided under the program. Under 62 P.S. § 1409(b)(1), DPW is expressly authorized to recover from a liable third party the reasonable value of benefits provided to a beneficiary. If the parties reach a settlement in a claim prosecuted by the beneficiary alone, the court is directed to allow DPW's expenditures for the benefit of the beneficiary as a first lien against the settlement. 62 P.S. § 1409(b)(7)(i).

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?)

Under Pennsylvania law, plaintiffs are entitled to “recover the reasonable value of medical services.” *Moorhead v. Crozer Chester Med. Ctr.*, 564 Pa. 156, 765 A.2d at 789 (Pa. 2001), *abrogated on other grounds by Northbrook Life. Ins. Co. v. Com.*, 597 Pa. 18, 949 A.2d 333 (Pa. 2008). When a healthcare provider accepts an amount less than the “reasonable value” of medical services as payment in full, the plaintiff’s compensatory damages are limited to amounts actually paid for the medical services rendered. *Id.* at 789-90. See also, *Good v. FirstEnergy Corp.*, 2016
U.S. Dist. LEXIS 15311 (M.D. Pa. 2016)(Granting defendant’s motion in limine limiting the submission of plaintiff’s past medical expenses at trial to the amount of past medical expenses that were actually paid and accepted by plaintiff’s health care providers as full and complete payment of plaintiff’s past medical bills.)