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

Yes, Rhode Island recognizes the common law collateral source rule:

“The collateral source rule is a well-established principle of Rhode Island law.” *Moniz v. Providence Chain Co.*, 618 A.2d 1270, 1271 (R.I. 1993). Absent a statutory provision to the contrary, this common law rule prevents defendants in tort actions from reducing their liability with evidence of payments made to injured parties by independent sources. *Votolato v. Merandi*, 747 A.2d 455, 463 (R.I. 2000). Although this rule may allow plaintiffs to recover damages in excess of their injuries, the rationale underlying the rule is that it is better for the windfall to go to the injured party rather than to the wrongdoer. *Colvin v. Goldenberg*, 108 R.I. 198, 202, 273 A.2d 663, 666 (1971); *Oddo v. Cardi*, 100 R.I. 578, 584–85, 218 A.2d 373, 377 (1966).


R.I. Gen. Laws § 9-19-34.1 abrogates the common law collateral source rule in actions involving medical malpractice. Two Rhode Island Superior Court justices have reached differing conclusions as to the constitutionality of this statute.

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

Yes.

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

Yes. As set forth in Rhode Island’s Model Civil Jury Instructions:

Plaintiff is entitled to recover the reasonable expense of his/her medical care, treatment and attendance as an element of damages. In awarding damages for medical care, treatment and attendance you must consider whether the plaintiff has proved two things. First, whether the medical costs claimed by plaintiff were
medically reasonable. Second, whether those costs were necessarily incurred in providing care, treatment and medical attendance. In assessing damages, you should consider evidence that establishes that plaintiff’s medical treatment was necessary as a result of the incident/accident, and you may consider evidence that establishes the reasonable charge for that treatment. *Markham v. Cross Transportation, Inc.*, 376 A.2d 1359 (R.I. 1977); *Oresman v. G.D. Searle & Co.*, 388 F. Supp. 1175 (D.R.I. 1975); *Lebon v. B.L.&M Bottling Co.*, 114 R.I. 750, 339 A.2d 272 (1975).

Such proof may be accomplished through the use of medical affidavits in lieu of having the medical professional testify in court. R.I. Gen. Laws § 9-19-27.

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

In addition to health care provider liens which would require payment to the health care provider from the judgment or settlement proceeds, Rhode Island also has a hospital lien statute, R.I. Gen. Laws §§ 9-3-4 to 9-3-8 that provides a hospital with a lien on any recovery in a civil action for personal injuries in the amount of the “reasonable and necessary charges of the hospital.”

Every association, corporation, or other institution, including a municipal corporation, maintaining a hospital in the state, which shall furnish medical or other service to any patient injured by reason of an accident not covered by the workers’ compensation act, shall, if the injured party shall assert or maintain a claim against another for damages on account of the injuries, have a lien upon that part going or belonging to the patient, of any recovery or sum had or collected or to be collected by the patient, or by his or her heirs or personal representatives in the case of his or her death, whether by judgment or by settlement or compromise, to the amount of the reasonable and necessary charges of the hospital up to the date of payment of the damages; provided, however, that the lien herein set forth shall not be applied or considered valid against anyone coming under the workers' compensation act in this state; and, provided, further, that nothing herein enacted shall be so construed as to give the lien herein created precedence over the lien of an attorney.


Rhode Island also has a statute providing a lien on judgment or settlement proceeds received by plaintiffs who have received Medicaid or public assistance to pay for their medical expenses. See R.I. Gen. Laws § 40-6-9.

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 pre-existing agreement between an insurance carrier and a healthcare provider has no effect at all on plaintiff’s ability to recover medical bills. The plaintiff is permitted to introduce the full medical bill regardless of any agreement.