1. Does your jurisdiction maintain a collateral source rule?

The “collateral source” defense on damages is not admissible. However, a plaintiff can open the door, at which point a defendant can present evidence of a collateral source.

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

No.

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

Yes.

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

If the medical provider has a lien. There is also a hospital lien statute that applies in limited circumstances requiring that a treating hospital be paid.

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?)

Plaintiffs are only permitted to recover the adjusted amount actually paid to the healthcare providers, not the amount charged on the bill. They also must submit them in this form to the court. If the adjusted amount is not submitted correctly, the plaintiff is not permitted to even introduce the medical bills. Adjusted medical bills are the only amounts that are considered "evidence" and all that is permitted to be blackboarded.