1. Does your jurisdiction maintain a collateral source rule?

Yes. The collateral source rule, deriving from common law, holds that payments made to or benefits conferred on the injured party from other sources are not credited against the tortfeasor's liability, although they cover all or a part of the harm for which the tortfeasor is liable. *Friedland v. TIC-The Indus. Co.*, 566 F.3d 1203, 1205-06 (10th Cir. 2009) (quoting Restatement (Second) of Torts § 920(A)(2) (1979)). The rule permits an injured plaintiff to recover more than the damages he has suffered as the result of injury. *Id.* This is because “public policy favors giving the plaintiff a double recovery rather than allowing a wrongdoer to enjoy reduced liability simply because the plaintiff received compensation from an independent source.” *Green v. Denver & Rio Grande W. R.R. Co.*, 59 F.3d 1029, 1032 (10th Cir. 1995).

2. Does your jurisdiction allow plaintiffs to recover expenses that were written off by the healthcare provider?

Yes. *Prager v. Campbell Co. Mem. Hosp.*, 2013 U.S. App. LEXIS 17806 (10th Cir. 2013). In *Prager*, defendants contended that evidence of medical-provider discounts or write offs extended to an insurer (such as Workers' Compensation) should not fall under the collateral-source rule. As they saw it, the lesser amounts accepted by providers are a more accurate reflection of the plaintiff’s reasonable medical expenses, and that amount should be considered by the jury in determining a reasonable quantum of damages. The *Prager* court held that this position conflicts with the fundamental tenet of the collateral-source rule: that a tortfeasor may not reap the benefit of any special payment arrangement involving a collateral source. *Id. citing Volunteers of Am. Colo. Branch v. Gardenswartz*, 242 P.3d 1080, 1087 (Colo. 2010).

3. Must a plaintiff prove that medical services were reasonable and necessary to recover?

Yes. In a personal injury action, the correct measure of damages is the reasonable value of the medical services. *Banks v. Browner*, 694 P.2d 101, 105 (Wyo. 1985) and Wyoming Civil Pattern Jury Instruction 4.01(5). For all practical purposes, this is a low threshold for plaintiffs. In *Prager*, the plaintiff himself was allowed to testify regarding the total amount of his medical expenses, despite doubts about his proper foundational knowledge regarding his bills.

4. Must a plaintiff guarantee reimbursement payment to a healthcare provider if a judgment is rendered or settlement achieved?
No, there is no case or statute in Wyoming that states or suggests that a plaintiff must guarantee reimbursement to a healthcare provider if a judgment is rendered or settlement achieved. However, a defendant certainly may condition settlement on the Plaintiff reimbursing payment to health providers. Likewise, a provider may pursue an action to recover against a plaintiff that has obtained a judgment or settlement but does not pay for the services rendered.

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?)

The plaintiff can blackboard the billed amounts, regardless of any contractual agreement that reduces or discounts what actually is paid. The defendant may not introduce evidence of the contractual agreement, any write off, or what was actually paid.