IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION

Clifford Doise, Plaintiff, v. Dr. Martin Luken, M.D., Comprehensive Pain Care, S.C., Dr. Cary S. Brown, M.D., Dr. Balaji P. Malur, Harvey Anesthesiologists, S.C., and Ingalls Memorial Hospital, Defendants.	)))))))))))))	No. 18 L 6849

MEMORANDUM OPINION AND ORDER

A medical negligence claim is viable against an institution only if the hospital's physicians are actual or apparent agents. The record presented in this case establishes that the plaintiff knew or should have known that three physicians were neither the hospital's actual nor apparent agents. For that reason, the hospital's summary judgment motion must be granted.

Facts

In 2012, Clifford Doise began experiencing severe back pain radiating into his legs. A pain management physician, Dr. Huddleston, provided three lower-back injections over a one-and-a-half-year period, but they did not resolve Doise's condition. Huddleston then referred Doise to Dr. Martin Luken, a neurosurgeon.

On February 6, 2017, Doise visited Luken for the first time at Luken's office in the medical professional building adjacent to Ingalls Memorial Hospital. During that and two subsequent

visits, Luken and Doise discussed an L_3-S_1 posterior lumbar interbody fusion surgery to relieve Doise's pain. Doise agreed to the surgery, and Luken informed Doise that the surgery would take place at Ingalls.

On May 18, 2017, Doise presented to Ingalls for the surgery. Before the surgery, Doise executed four documents. The first document was a "Consent for Treatment" stating, in part:

> I have been informed and understand that physicians providing services to me at Ingalls, including but not limited to, my personal physician, . . . anesthesiologists, . . . [and] surgeons . . . are not employees, agents or apparent agents of Ingalls, but are independent medical practitioners who have been permitted to use Ingalls' facilities for the care and treatment of their patients.

Second, Doise executed a "Consent for Operative/Invasive and Other Medical Procedures" providing, in part:

> I have been informed and understand that physicians providing services to me at Ingalls, including but not limited to, my personal physician, . . . anesthesiologists, . . . [and] surgeons . . . are not employees, agents or apparent agents of Ingalls, but are independent medical practitioners who have been permitted to use Ingalls' facilities for the care and treatment of their patients. I acknowledge that these practitioners are not subject to the supervision or control of Ingalls, and that the employment or agency status of practitioners who treat me is not relevant to my selection of Ingalls for my care.

Third, Doise executed a "Legal Notice to Patients: Physicians are not Employees or Agents of Hospital" declaring, in part:

> Please read carefully. The law in Illinois requires Ingalls . . . to tell you that:

> • Your physicians, including but not limited to, your personal/attending physician, . . . anesthesiologists, . . . [and] surgeons . . . are not employees or agents of Ingalls . . . .
>
> • Your physicians . . . are independent medical practitioners who have been permitted to use Ingalls for the care and treatment of their patients. As independent medical practitioners, they exercise their own professional judgment in caring for their patients and they are not supervised or controlled by Ingalls. . . .
>
> I have read and understand all of this form. I understand all of the information being provided to me in this document. I understand and agree that the physicians . . . are not employees or agents of Ingalls. . . . By accepting this form, I am saying that I understand and agree to what it says.

Fourth, Doise executed a document entitled, "Harvey Anesthesiologists, S.C., An Independent Anesthesia Group, Informed Consent for Anesthesia." The document does not define the physicians' employment status or relationship with Ingalls.

After Doise executed the documents, the surgery proceeded on May 18, 2017. Luken conducted the surgery while Drs. Balaji Malur and Cary Brown performed the anesthesia. The conduct of the three physicians during the surgery constitutes the basis for Doise's lawsuit.

On June 29, 2018, Doise filed a complaint against the defendants. On March 7, 2019, Doise filed a second amended, four-count complaint. Counts one, two, and three are directed against the individual physicians and practice groups, and are not subject to the current motion. Count four is directed against Ingalls and is the subject of this motion. In count four, Doise alleges the three physicians were Ingalls' agents, apparent agents, servants, or employees and that Ingalls, through the physicians, owed Doise a duty of reasonable care and treatment. Doise claims

Ingalls, through its physicians, breached its duty by, among other things: (1) allowing Doise to suffer significant blood loss resulting in intraoperative hypotension; (2) conducting a cervical decompression before the lumbar decompression; (3) failing to order a cervical demographic study after noticing a neurological deficit; (4) failing to consider a prompt decompression; (5) allowing a spinal compression during surgery; and (6) allowing spinal hyperextension or hyperflexion during the surgery. Doise alleges the surgery left him with significant residual dysfunction in both the upper and lower extremities.

The case proceeded to discovery. During his deposition, Doise conceded that he agreed to the surgery at Ingalls because that is where Luken said it would take place. Doise further admitted that he understood all the physicians worked for themselves and not for Ingalls. He acknowledged his signature on each consent form and indicated the language in each was virtually identical. Doise stated that he would have read the forms before signing them. He does not recall meeting either Malur or Brown.

Ingalls attached as an exhibit to its motion an affidavit of Laura Testa, Ingalls' associate general counsel. Testa avers that Ingalls did not employ Luken, Malur, or Brown and that none of them had signed employment contracts with Ingalls. Testa further avers that Ingalls did not compensate or provide benefits to any of the three physicians for their care and treatment of Doise, and Ingalls did not bill Doise for the physicians' services. Ingalls also did not withhold taxes for the physicians or insure them.

According to Testa's affidavit, Ingalls had posted "Legal Notice to Patients" signs throughout the hospital. The signs explain that the physicians at Ingalls are not Ingalls' employees or agents. Testa avers that Ingalls placed the signs in, among other places, the main lobby, the first-floor hallway entrances, the admitting and out-patient registration area, the second-floor surgical outpatient care center check-in, and the first-floor

parking garage elevator lobbies. Testa also avers that physicians' lab coats did not contain any writing or insignia from Ingalls; rather, the badges stated simply: "INDEPENDENT PRACTITIONER."

The record also indicates that, although Luken did not have an employment agreement with Ingalls, the two had executed an agreement designating Luken as Ingalls' neurosurgery medical director. In that role, Luken's contractual responsibilities included "the development and oversight of Ingalls [*sic*] Neurosurgery Program. The Medical Director shall work to coordinate all aspects of neurological care into an organized effort that promotes continuity of care and quality care." The agreement does not identify any patient care and treatment responsibilities.

Ingalls and Luken also executed an agreement addressing Luken's responsibilities for covering calls from the emergency room and for in-patient consultation. That agreement states, in part:

> In providing Services under this Agreement, it is mutually understood and agreed that [Luken] is at all times acting and performing [as] an independent contractor. [Ingalls] shall exercise no control or direction over the methods, techniques or procedures by which [Luken] shall perform professional responsibilities and functions.

Luken testified that he purchased his malpractice insurance through Ingalls Casualty Insurance Limited. Testa averred in a second affidavit that the insurer is a separate and distinct entity from the hospital and that Ingalls did not pay Luken's premiums to the insurer. Luken also utilized MedCentrix to handle the business end of his practice. Testa further averred that MedCentrix is also a separate and distinct corporate entity wholly owned by Ingalls and that Ingalls did not enter into an agreement with Luken for business management services.

The record further indicates that Ingalls pays Harvey Anesthesiologists monthly under an exclusive agreement to provide all anesthesia services at the hospital. That agreement provides, in part:

> In providing Anesthesia Services under this Agreement, it is mutually understood and agreed . . . all employees of [Harvey Anesthesiologists] . . . are, at all times, acting and performing as independent contractors and independent medical practitioners in relation to [Ingalls]. [Ingalls] shall neither have nor exercise any control or direction over the methods, techniques or procedures by which [Harvey Anesthesiologists] physicians and CRNAs shall perform their professional responsibilities and functions.

One of the practice group's other doctors, Nipa Patel, served, at times, as Ingalls' anesthesia department medical director. In 2017, Brown served as the chairman of the department and Ingalls paid him for his services in that role.

Analysis

The Code of Civil Procedure authorizes the issuance of summary judgment "if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." 735 ILCS 5/2-1005. The purpose of summary judgment is not to try a question of fact, but to determine whether one exists that would preclude the entry of judgment as a matter of law. *See Land v. Board of Ed. of the City of Chicago*, 202 Ill. 2d 414, 421, 432 (2002). A defendant moving for summary judgment may disprove of a plaintiff's case in one of two ways. First, the defendant may introduce affirmative evidence that, if uncontroverted, would entitle the defendant to judgment as a matter of law; this is the so-called "traditional test." *See Purtill v. Hess*, 111 Ill. 2d 229, 240-41 (1986). Second, the defendant may establish that the plaintiff lacks sufficient

evidence to establish an element essential to a cause of action; this is the so-called "*Celotex* test." *See Celotex Corp. v. Catrett*, 477 U.S. 317, 323 (1986), *followed Argueta v. Krivickas*, 2011 IL App (1st) 102166, ¶ 6.

Regardless of the approach, if the defendant presents facts that, if not contradicted, are sufficient to support summary judgment as a matter of law, the nonmoving party cannot rest on the complaint and other pleadings to create a genuine issue of material fact. *See Harrison v. Hardin Cnty. Cmty. Unit Sch. Dist. No. 1*, 197 Ill. 2d 466, 470 (2001). Rather, a plaintiff creates a genuine issue of material fact only by presenting enough evidence to support each essential element of a cause of action that would arguably entitle the plaintiff to judgment. *Prostran v. City of Chicago*, 349 Ill. App. 3d 81, 85 (1st Dist. 2004). Regardless of the defendant's approach, a court is to construe the pleadings, depositions, admissions, and affidavits strictly against the moving party and liberally in favor of the opponent. *See Adams v. N. Ill. Gas Co.*, 211 Ill. 2d 32, 43 (2004). The inferences drawn in favor of the nonmovant must, however, be supported by the evidence. *Destiny Health, Inc. v. Connecticut Gen'l Life Ins. Co.*, 2015 IL App (1st) 142530, ¶ 20. A triable issue precluding summary judgment exists if the material facts are disputed, or if the material facts are undisputed but a reasonable person might draw different inferences from the undisputed facts. *Id.* On the other hand, if no genuine issue of material fact exists, a court has no discretion and must grant summary judgment as a matter of law. *See First State Ins. Co. v. Montgomery Ward & Co.*, 267 Ill. App. 3d 851, 854-55 (1st Dist. 1994).

Ingalls adopts both evidentiary approaches in arguing that Doise has failed to raise a question of material fact that Luken, Malur, and Brown acted as Ingalls' agents. "Agency is a fiduciary relationship in which the principal controls the agent's conduct and the agent has authority to act on the principal's behalf. *Harris v. Symphony Countryside, LLC*, 2019 IL App (1st) 180160, ¶ 17 (citing *Zahl v. Krupa*, 365 Ill. App. 3d 653, 660 (2d Dist. 2006)). Agency may be actual or apparent. *Patrick Eng., Inc. v.*

City of Naperville, 2012 IL 113148, ¶ 34. In this instance, Ingalls argues that Luken, Malur, and Brown were neither Ingalls' actual nor apparent agents. Each argument is addressed seriatim.

Actual Agency

The *respondeat superior* doctrine permits a plaintiff to hold a principal vicariously liable for the plaintiff's injuries arising from the conduct of the principal's actual agents. *McNerney v. Allamuradov*, 2017 IL App (1st) 153515, ¶ 67 (citing *Daniels v. Corrigan*, 382 Ill. App. 3d 66, 75 (1st Dist. 2008)). The proof necessary to establish actual agency, or *respondeat superior*, is: "(1) a principal/agent, master/servant, or employer/employee relationship existed; (2) the principal controlled or had the right to control the conduct of the alleged employee or agent; and (3) the alleged conduct of the agent or employee fell within the scope of the agency or employment." *Wilson v. Edward Hosp.*, 2012 IL 112898, ¶ 18; *see also Jacobs v. Yellow Cab Affiliation, Inc.*, 2017 IL App (1st) 151107, ¶ 64. The "hallmark of agency" is the principal's right to control the manner in which the agent performs the work. *Simich v. Edgewater Beach Apt. Corp.*, 368 Ill. App. 3d 394, 402 (1st Dist. 2006) (quoting *Kaporovskiy v. Grecian Delight Foods, Inc.*, 338 Ill. App. 3d 206, 210 (1st Dist. 2003)).

In contrast, a principal does not control an independent contractor's work. As defined,

> [a]n independent contractor is one who undertakes to produce a given result but in the actual execution of the work is not under the orders or control of the person for whom he does the work but may use his own discretion in things not specified . . . [and] without his being subject to the orders of the [person for whom the work is done] in respect to the details of the work.

Horwitz v. Holabird & Root, 212 Ill. 2d 1, 13 (2004) (quoting *Hartley v. Red Ball Trans. Co.*, 344 Ill. 534, 539 (1931)). The disjunctive relationship means that a principal will generally not

be held vicariously liable for an independent contractor's conduct. *Petrovich v. Share Health Plan of Ill., Inc.*, 188 Ill. 2d 17, 31 (1999). For that reason, hospitals are generally not liable for the actions of physicians who provide medical care as an independent agent outside hospital control. *Magnini v. Centera Health Sys.*, 2015 IL App (1st) 133451, ¶ 25 (citing *Wogelius v. Dallas*, 152 Ill. App. 3d 614, 621 (1st Dist. 1987) and *Buckholtz v. MacNeal Hosp.*, 337 Ill. App. 3d 163, 172 (1st Dist. 2003) ("the decision to treat a patient in a particular manner is generally a medical question entirely within the discretion of the treating physician and not the hospital")).

In this case, there is no evidence establishing or from which it may be inferred that Luken, Malur, or Brown were Ingalls' actual agents. Testa avers unequivocally that Ingalls did not have an employment agreement with any of them. Further, it is uncontested that Ingalls did not compensate or provide benefits to the Luken, Malur, or Brown for their care and treatment of Doise. Relatedly, Ingalls did not withhold taxes for the physicians or insure them. Ingalls also did not bill Doise for the doctors' services.

Doise's response is long on inference, but short on facts. He focuses on the Ingalls-Luken and Ingalls-Harvey Anesthesiologists agreements in an attempt to infer actual agency. Illinois courts have, however, previously considered and rejected that argument based on similar facts.

In *Magnini*, the plaintiffs argued a medical director services agreement created a "recognized and continuous association" converting the physician into the hospital's actual agent. 2015 IL App (1st) 133451, ¶ 41. The court disagreed for two reasons. First, the agreement contained explicit language that the hospital "did not retain the right to control the manner in which [the doctor] treated his patients, . . . the hallmark of an independent contractor relationship." *Id.* (citing *Petrovich*, 188 Ill. 2d at 42, and *Simich*, 368 Ill. App. 3d at 402)). "Thus, it is clear that [the hospital's] control over [the doctor] is limited to the performance of

his contractual duties and does not extend to his independent medical judgment in rendering care to patients." *Id.*

Second, the medical director services agreement made plain that the doctor's role as director was "distinct and separate from any general patient care services the Director should assume." *Id.* at ¶ 42. Since the plaintiffs sought to hold the hospital vicariously liable for the doctor's duties as a physician, not a medical director, the issue was defined by the scope of employment. *Id.* (citing Restatement (Third) of Agency § 7.03(2) (2006)). In other words, the hospital's control over the physician as a medical director did not translate into control over the physician's patient care and treatment. *Id.*

Magnini controls here for the same two reasons. First, the Ingalls-Luken agreement covering the latter's emergency room and in-patient consultation calls explicitly provides that Luken is "at all times acting and performing [as] an independent contractor" and that Ingalls will "exercise no control or direction over the methods, techniques or procedures by which [Luken] shall perform professional responsibilities and functions." Such contract language is nearly identical to that in *Magnini*. Second, the Ingalls-Luken medical director's agreement is a separate and distinct agreement and does not contain any language requiring Luken to care and treat patients.

It is also irrelevant to the analysis of actual agency that Luken purchased his malpractice insurance through an Ingalls' related entity. Testa avers plainly that the insurance company is a separate and distinct legal entity. Further, Luken's use of MedCentrix for the business end of his practice also does not make him Ingalls' actual agent.

Magnini's analysis applies equally to the Ingalls-Harvey Anesthesiologists agreement. That agreement indicates that all Harvey Anesthesiologists' employees are, at all times, "acting and performing as independent contractors and independent medical practitioners" and that "[Ingalls] shall neither have nor exercise

any control or direction over the methods, techniques or procedures by which [the] physicians . . . shall perform their professional responsibilities and functions." Additionally, the anesthesiology medical director's agreement is a separate and distinct agreement.

Ingalls has presented substantial and convincing evidence that Luken, Malur, and Brown were at the time of Doise's surgery independent contractors and not Ingalls' actual agents. Further, there is no evidence from which this court could infer that Ingalls controlled the physicians' care and treatment of Doise. For those reasons, Ingalls' summary judgment as to actual agency must be granted.

Apparent Agency

The apparent authority doctrine originated in agency and was generally applied in contract law. *See Lynch v. Board of Ed. of Collinsville Comm. Unit Dist. No. 10* (1980), 82 Ill. 2d 415, 439 (1980) (J. Ryan dissenting and citing Restatement (Second) of Agency §§ 8, 27 (1958)). An agent possesses apparent authority through a principal's words or conduct that indicate the principal either knowingly permits the agent to exercise such authority or holds out the agent as possessing such authority. *See State Sec. Ins. Co. v. Burgos*, 145 Ill. 2d 423, 431 (1991). "Apparent authority is that authority which a reasonably prudent person, in view of the principal's conduct, would naturally suppose the agent to possess." *Id.* at 432.

The Supreme Court applied the apparent authority doctrine to medical malpractice claims in *Gilbert v. Sycamore Municipal Hospital*, 156 Ill. 2d 511 (1993). Under *Gilbert*, a hospital may be vicariously liable for a physician's negligent acts or omissions, even if the physician is an independent contractor, unless the patient knows, or should have known, the physician was an independent contractor. *Id.* at 524. For apparent authority to apply to a medical malpractice scenario, the plaintiff must show:

> (1) the hospital, or its agent, acted in a manner that would lead a reasonable person to conclude that the individual who was alleged to be negligent was an employee or agent of the hospital; (2) where the acts of the agent create the appearance of authority, the plaintiff must also prove that the hospital had knowledge of and acquiesced in them; and (3) the plaintiff acted in reliance upon the conduct of the hospital or its agent, consistent with ordinary care and prudence.

Id. at 524-25.

The first two elements comprise the "holding out" requirement. *Yarbrough v. Northwestern Mem. Hosp.*, 2017 IL 121367, ¶ 30. For a hospital to be holding out, it need not make an express representation that a physician is an employee; rather, holding out is established if a hospital fails to inform a patient that the physician providing care and treatment is an independent contractor. *Id.* (citing *Gilbert*, 156 Ill. 2d at 525). The third element addresses the issue of justifiable reliance. "[A] plaintiff's reliance is satisfied if the plaintiff relies upon the hospital to provide medical care, rather than upon a specific physician." *Id.* at ¶ 31 (citing *Gilbert*, 156 Ill. 2d at 525). "A 'critical distinction' is whether the plaintiff is seeking care from the hospital itself or whether the plaintiff is looking to the hospital merely as a place for his or her personal physician to provide medical care." *Id.*

The holding out elements typically turn on the clarity of consent forms informing a patient of a particular physician's independent contractor status. As has been acknowledged, "it is unlikely that a patient who signs such a [clear and unambiguous independent contractor disclaimer] can reasonably believe that her treating physician is an employee or agent of a hospital when the form contains specific language to the contrary." *Lamb-Rosenfeldt v. Burke Med. Group, Ltd.*, 2012 IL App (1st) 101558, ¶ 27 (citing *Wallace v. Alexian Brothers Med. Cntr.*, 389 Ill. App. 3d 1081, 1083, and *James v. Ingalls Mem. Hosp.*, 299 Ill. App. 3d 627, 632 (1998)). Put affirmatively,

> if a patient is placed on notice of the independent status of the medical professionals with whom he or she might be expected to come into contact, it would be unreasonable for a patient to assume that these individuals are employed by the hospital. It follows, then, that under such circumstances a patient would generally be foreclosed from arguing that there was an appearance of agency between the independent contractor and the hospital.

York v. Rush-Presbyterian-St. Luke's Med. Ctr., 222 Ill. 2d 147, 202 (2006).

There is no question of material fact that Ingalls did not hold out Luken, Malur, or Brooks as apparent agents. First, the language contained in the consent forms Doise executed before his surgery is plain and unambiguous: "my personal physician, . . . anesthesiologists, . . . [and] surgeons . . . are not employees, agents or apparent agents of Ingalls, but are independent medical practitioners who have been permitted to use Ingalls' facilities for the care and treatment of their patients." That language covers Luken as a surgeon and Malur and Brooks as anesthesiologists. Second, Ingalls repeats the language in other consent forms, thereby providing consistency and emphasis. Third, prior to his surgery, Doise executed four consent forms with nearly similar or identical language. Fourth, Doise acknowledged his signature on each consent form. Fifth, Doise also acknowledged that he would have read the consent forms before signing them. Sixth, the forms explicitly state that by signing the consent forms, Doise understood their contents.

There are two additional points that go beyond the forms themselves. First, it has not gone unnoticed that Illinois courts have previously found Ingalls' consent forms to contain clear and concise language that defeats a holding out claim. *See, e.g., Frezados v. Ingalls Mem. Hosp.* 2013 IL App (1st) 121835, ¶¶ 17-22. In *Frezados*, the plaintiff's testimony that the physician had

done nothing to make the plaintiff believe the hospital employed the physician, plus the disclaimer language, "suggests that as a matter of law, no reasonable person could have believed the doctors were the agents of defendant." Id. at ¶ 20. *See also James by James v. Ingalls Mem. Hosp.*, 299 Ill. App. 3d 627, 632-33 (1st Dist. 1998). The *James* court distinguishes *Gilbert* because the physician's independent contractor status was set out in a hospital-physician agreement unknown to the patient. *Id.* at 633. "Here, in contrast, [the doctor's] independent contractor status was clearly set out in the consent to treatment form, which appellant signed. Under *Gilbert,* appellant here either knew [the doctor] was an independent contractor or should have known." *Id.* For this court now to find Ingalls' language lacking would defy well-established precedent.

Second, a finding that Luken, Malur, and Brown were Ingalls' apparent agents would transgress the law of contract. Doise acknowledged the consent forms' contents and understood their terms. Ingalls rightly relied on Doise's affirmation. If Ingalls' plain and unambiguous language is meaningless in contract formation, hospitals would have no incentive to do what Illinois law precisely requires them to do—explain to the patient the hospital-physician relationship. This court is not about to create an unacceptable trick bag.

It is also plain that Doise did not rely on Ingalls to provide his medical care. The Third District's decision in *Steele v. Provena Hospital*, 2013 IL App (3d) 110374, is insightful on this point. There, the court considered a consent form stating: "I acknowledge that these practitioners are not subject to the supervision or control of Provena Health and that the employment or agency status of physicians who treat me is not relevant to my selection of Provena Health for my care." *Id.* at ¶ 141. Based on that language, "[the plaintiff] was not relying on Provena or, vicariously, on the employee status of any of her treaters in seeking emergency care." *Id.*

The language used by Ingalls in its disclaimer is nearly identical to that used by Provena. The form states: "I acknowledge that these practitioners are not subject to the supervision or control of Ingalls, and that the employment or agency status of practitioners who treat me is not relevant to my selection of Ingalls for my care." That language is plain and unambiguous. Further, Doise testified that Luken told Doise the surgery would take place at Ingalls. In other words, Doise did not independently select Ingalls for his surgery; rather, he went there because Luken said that is where the surgery would be conducted.

The same is true for Malur and Brown. Doise testified that he never met the two prior to the surgery. As a result, Doise could not have relied on their employment or agency status with Ingalls as anesthesiologists or had any relevance to his selection of Ingalls for his surgery.

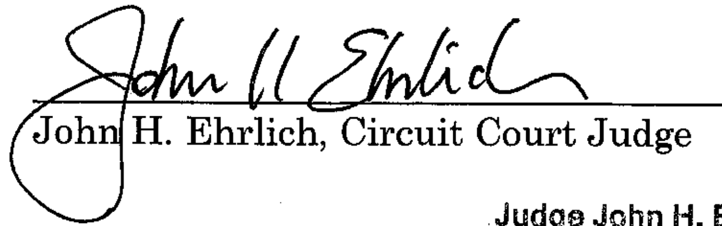
In sum, Ingalls' consent forms create a hurdle that Doise cannot surmount. The forms make plain that Luken, Malur, and Brown were not Ingalls' apparent agents. Equally important, Doise acknowledged that fact. The absence of any other questions of material fact means that summary judgment as to apparent agency is appropriate.

Conclusion

For the reasons presented above, it is ordered that:

1. Ingalls' motion for partial summary judgment is granted;
2. Doise's allegations as to agency against Ingalls are dismissed with prejudice;
3. All remaining allegations against Ingalls as to nursing negligence remain pending; and

4. Pursuant to Illinois Supreme Court Rule 304(a), there is no just reason to delay the enforcement or appeal of this ruling.



John H. Ehrlich, Circuit Court Judge

Judge John H. Ehrlich

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