

LDR650-OB: Medical Law

Legal Summary of Kadlec Medical Center V. Lakeview Anesthesia Associates

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LEGAL SUMMARY OF KADLEC MEDICAL CENTER V.

LAKEVIEW ANESTHESIA ASSOCIATES 27 F.3D 412 (5TH CIR. 2008) REAVLEY,

CIRCUIT JUDGE

Facts: Kadlec Medical Center and its insurer, Western Professional Insurance Company, filed action in Louisiana district court against Louisiana Anesthesia Associates (LAA), its shareholders, and Lakeview Regional Medical Center (Lakeview Medical). Dr. Berry was a licensed anesthesiologist. From November 2000 until March 27, 2001, Dr. Berry was a partner in a group medical practice and was under contract with LAA to work at Lakeview Medical Center in southeast Louisiana. When officials at Lakeview and his partners at LAA learned of his substance abuse, Dr. Berry was fired on March 27, 2001. Louisiana Anesthesia Associates nor the Lakeview Medical reported these facts to the hospital board, the Louisiana Board of Medical Examiners, or the NPDB, as required by the Health Care Quality Improvement Act of 1986. On October 2001, Dr. Berry applied for privileges to Kadlec Medical Center. In the absence of negative background information and referral letters from LAA, Kadlec granted credentials to Dr. Berry. While providing anesthesia during a surgical procedure at Kadlec Medical Center, Dr. Berry failed to resuscitate the patient resulting with the patient in a permanent vegetative state (Showalter, J. S., 2017).

Issues: While under the influence of Demerol at Kadlec, Dr. Berry's negligent performance led to the near-death of a patient. The plaintiffs claimed that the defendants' misleading referral letters were a legal cause of plaintiffs' financial injury, i.e., having to pay over \$8 million to defend and settle the lawsuit. The plaintiffs further allege that the defendants committed two torts: intentional misrepresentation and negligent misrepresentation (Showalter, J. S., 2017).

Rules: The elements of a claim for intentional misrepresentation in Louisiana are: (1) a misrepresentation of a material fact; (2) made with the intent to deceive; and (3) causing justifiable reliance with a resultant injury (Showalter, J. S., 2017).

Analysis: Pursuant to Rule 56 of the Federal Rules of Civil Procedure, summary judgment "shall be rendered forthwith if the pleadings, depositions, answers to interrogatories, 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." Fed.R.Civ.P. 56(c). The party seeking summary judgment always bears the initial responsibility of informing the court of the basis for its motion and identifying those portions of the record which it believes demonstrate the absence of a genuine issue of material fact. (casebriefs.com)

Conclusion: The court have reversed the judgment against Lakeview Medical, the question arises whether there must be a reapportionment of fault with a corresponding change to damages assessed against the LAA defendants. The group practice was held liable for fraudulent misrepresentations. However, Lakeview Medical was not found liable because it had no duty to respond and the response it sent was so vague that it contained no substantive information.

References

Kadlec Medical Center v. Lakeview Anesthesia Associates. (n.d.). Retrieved from

<https://www.casebriefs.com/blog/law/health-law/health-law-keyed-to-furrow/liability-of-health-care-institutions/kadlec-medical-center-v-lakeview-anesthesia-associates/>.

Showalter, J. S. (2017). The law of healthcare administration. Chicago, IL: Health Administration Press.