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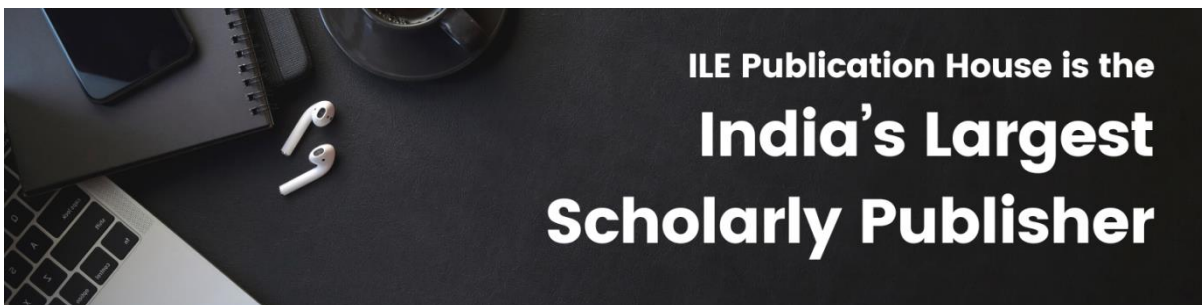
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CASE COMMENTARY ON LATISHA A. GRADIA V. BAPTIST HOSPITAL, INC. (AUGUST 19, 2022)

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FACTS

The case *Latisha A. Gradia (appellant) v. Baptist Hospital Inc.*¹ (respondent), deals with the hospital being accused of medical negligence, where Ms. Gradia claims that while she was in the emergency room care, she experienced permanent brain damage and disability.²

The appellant, who was experiencing a cardiac arrest, was also in a state of coma, short for comatose, and was brought into a hospital by ambulance to the Santa Rosa Medical Centre (SRMC). After checking her in the emergency room/ department, the physician instructed them to transport her to the defendant- Baptist Hospital Inc., which was a Level-II trauma centre, for second-level treatment and care. Once the appellant arrived at the Baptist Hospital, the treating physician decided not to induce therapeutic hypothermia treatment. This action of not conducting the therapeutic hypothermia treatment was a breach of the prevailing standard of care, which resulted in permanent brain damage and disability, claimed the appellant³. (Quigutua, 2022)

The Hospital denied the allegations, citing the independent contractor agreement, explaining to the court that the emergency department was handled and operated by the emergency group, and they worked separately as an independent contractor and were named Pensacola Emergency Physicians, LLC (PEP). Therefore, according to the hospital, only the PEP and its physicians could be held responsible or the medical negligence and breach of standard care to the patient.

HISTORY: Although in most countries, the relationship between an employer and an independent contract is the same, in India, an independent contractor is a person who performs or works for another person under an express or implied contract. He is not subject to the control of anyone else and is solely responsible for himself and his actions unless specific circumstances hold the person who hired the contractor accountable. The principal employer and the independent contractor do not have a direct working relationship, and the principal employer has no control over the independent contractor's workforce. However, the principal employer can communicate with the independent contractor about the services that the independent contractor offers, or what he expects from the independent contractor. The independent contractor is ultimately in charge of determining how to carry out the task or act that has been delegated to him or her by the major employer.⁴

ARGUMENTS: Baptist Hospital Inc. had to establish that there was no "genuine dispute as to any material fact and was entitled to judgment as a matter of law." The appellant argued that the trial court erred in giving summary judgment on vicarious liability concerns since there was still a significant factual question regarding who, the hospital or the doctor himself, controlled the plaintiff's emergency room physician's activity. According to agency theory, the existence of an agency connection is determined by the right of control rather than the relationship between the parties. The contract declared that the



organization was an independent contractor and that it did not establish an employer-employee relationship. It said that the group, not the hospital, was in charge of overseeing the actions of the agents, staff members, and subcontractors while they were doing services. But it also said the agreement granted the hospital complete authority over the emergency room doctors' procedures and practices as well as the staff members of the emergency room. The agreement stipulated that the doctors could provide emergency care in accordance with their own means and procedures, but it also stated that the hospital would retain overall control of all policy, administrative, and executive control issues pertaining to the operation of the emergency department.

JUDGMENT: On the non-delegable obligation issue, the court upheld summary judgment. It was decided that summary judgment on this claim was appropriate because Chapter 395 of the Florida Statutes and its rules do not impose hospitals with a non-delegable duty of care to deliver non-negligent treatment.

