IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

September 2019 Term

No. 18-0464

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SUPREME COURT OF APPEALS
OF WEST VIRGINIA

MISTY KRUSE,
Petitioner

V.

TOURAJ FARID, M.D.,
Respondent

Appeal from the Circuit Court of Raleigh County
The Honorable John A. Hutchison, Judge
Civil Action No. 15-C-1036

AFFIRMED

Submitted: October 2, 2019
Filed: November 8, 2019

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JUSTICE JENKINS delivered the Opinion of the Court.

JUSTICE HUTCHISON, deeming himself disqualified, did not participate in the decision of this case.

JUDGE REEDER, sitting by temporary assignment.

SYLLABUS BY THE COURT

1. "Summary judgment is appropriate where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, such as where the nonmoving party has failed to make a sufficient showing on an essential element of the case that it has the burden to prove." Syllabus point 4, *Painter v. Peavy*, 192 W. Va. 189, 451 S.E.2d 755 (1994).

2. "In order to establish a prima facie case of negligence in West Virginia, it must be shown that the defendant has been guilty of some act or omission in violation of a duty owed to the plaintiff. No action for negligence will lie without a duty broken." Syllabus point 1, *Parsley v. General Motors Acceptance Corp.*, 167 W. Va. 866, 280 S.E.2d 703 (1981).

3. "When a statute imposes a standard of conduct, a clause in an agreement purporting to exempt a party from tort liability to a member of the protected class for the failure to conform to that statutory standard is unenforceable." Syllabus point 1, *Murphy v. North American River Runners, Inc.*, 186 W. Va. 310, 412 S.E.2d 504 (1991).

4. "Generally, in the absence of an applicable safety statute, a plaintiff who *expressly* and, under the circumstances, *clearly* agrees to accept a risk of harm arising from the defendant's negligent or reckless conduct may not recover for such harm, unless the

agreement is invalid as contrary to public policy. When an express agreement is freely and fairly made, between parties who are in an equal bargaining position, and there is no public interest with which the agreement interferes, it generally will be upheld." Syllabus point 1, *Kyriazis v. University of West Virginia*, 192 W. Va. 60, 450 S.E.2d 649 (1994).

Jenkins, Justice:

The petitioner herein and plaintiff below, Misty Kruse ("Ms. Kruse"), appeals from the April 24, 2018 order entered by the Circuit Court of Raleigh County. By that order, the circuit court granted the summary judgment motion of the respondent herein and defendant below, Touraj Farid, M.D. ("Dr. Farid"), finding that Dr. Farid did not have a duty to provide follow-up medical care after Ms. Kruse left Raleigh General Hospital against medical advice ("AMA"). On appeal to this Court, Ms. Kruse assigns error to the circuit court's ruling. Upon a review of the parties' arguments and briefs, the appendix record and addendum thereto, and the pertinent authorities, we conclude that the circuit court did not err by granting summary judgment to Dr. Farid in this case. Accordingly, we affirm the April 24, 2018 order of the Raleigh County Circuit Court.

I.

FACTS AND PROCEDURAL HISTORY

The facts giving rise to the instant appeal began in July 2009 when Ms. Kruse had her gallbladder removed at Raleigh General Hospital. After being discharged, Ms. Kruse returned to Raleigh General Hospital a few days later, and Dr. Farid performed an endoscopic retrograde cholangiopancreatography, during which procedure he inserted temporary stents into Ms. Kruse's common bile duct and pancreatic duct. The day after the surgery, Ms. Kruse left the hospital AMA, at which time she signed and dated a form entitled "Leaving the Hospital Against Medical Advice," which provided that

> I, Kruse, Misty, a patient in Raleigh General Hospital of Beckley have determined that I am leaving the hospital and I acknowledge and understand this action of so leaving the hospital is against the advice of the attending physician and of hospital authorities.
>
> I further acknowledge that I have been informed of the possible dangers and risks to my health and the health of others by my so leaving the hospital at this time, and I have been given full explanation of the consequences of my leaving the hospital and I do not wish any further explanation.
>
> I assume the risk and accept the consequences of my departure from Raleigh General Hospital at the time and hereby release all health care providers, including the hospital and its staff, from all liability and responsibility for the ill effects that may result to myself, my family and to others resulting from this discontinuance of treatment in the hospital.
>
> I have read and fully understand this document, and understand the risk and benefits of leaving Against Medical Advice.

Ms. Kruse signed and dated this document on July 19, 2009, immediately before she left the hospital. The nurses who witnessed her signature indicated that she did not appear to be intoxicated or confused and that they had informed the appropriate person of Ms. Kruse's departure. Although Ms. Kruse signed the form indicating that she understood that she was leaving the hospital AMA, she now claims that she believed that she was being discharged and did not appreciate that she was leaving AMA. Additionally, while the stents that Dr. Farid inserted were intended to be removed within several weeks or a few months of their insertion, Dr. Farid did not inform Ms. Kruse that they needed to be removed; as to this point, Dr. Farid stated that his customary practice is to inform stent patients that the stents would need to be removed and to schedule a follow-up appointment

for that purpose, but that Ms. Kruse had already left the hospital AMA when he went to speak with her. Moreover, Ms. Kruse did not, on her own, follow up with Dr. Farid regarding the removal of her stents.

In December 2013, Ms. Kruse was admitted to Charleston Area Medical Center in acute distress. Following evaluation, the cause of Ms. Kruse's symptoms was determined to be blockages of her two stents, which had never been removed. Ms. Kruse was diagnosed with an infection of the biliary tree, ascending cholangitis, and sepsis, and required stent removal, a ventilator, and intensive antibiotic treatment to recover.

Thereafter, Ms. Kruse served Dr. Farid with a pre-suit Notice of Claim and Screening Certificate of Merit as required by the West Virginia Medical Professional Liability Act ("MPLA"), W. Va. Code §§ 55-7B-1 to -12 (LexisNexis 2016 & Supp. 2019), and filed the underlying complaint alleging that Dr. Farid had violated the standard of care and had negligently failed to inform her of the need to remove the stents he had inserted and failed to provide follow-up medical care. In this regard, Ms. Kruse's complaint alleged that

> Defendant [Dr. Farid] violated the standard of care and was negligent in not informing Misty Kruse of the importance of removal of the biliary stent, and failing to inform her that plastic biliary stents are not long-term, implantable devices. Dr. Touraj Farid further violated the standard of care because no follow-up arrangements were made to remove the biliary and pancreatic duct stents. . . .

Dr. Farid responded by stating that Ms. Kruse's departure from the hospital AMA effectively terminated the doctor-patient relationship and, by leaving AMA and signing the above-referenced form, she had released Dr. Farid from liability for any "ill effects" resulting from her departure. Dr. Farid additionally moved for summary judgment, which motion the circuit court granted by order entered April 24, 2018. In rendering its ruling, the circuit court determined that "the patient/doctor relationship between Plaintiff [Ms. Kruse] and Defendant [Dr. Farid], as well as the relationship between the facility [Raleigh General Hospital] and patient [Ms. Kruse], effectively ended the day that the Plaintiff [Ms. Kruse] left the hospital against medical advice." The court additionally ruled that "[m]edical professionals cannot force patients, especially patients who have the cognitive ability to make independent decisions, to accept medical care if they do not want to participate in that care." Finally, the court concluded that

> if the patient/doctor relationship ended in this case when the Plaintiff [Ms. Kruse] signed herself out of the hospital against medical advice, then any duty that the Defendant [Dr. Farid] owed the Plaintiff [Ms. Kruse], to provide follow up care, also ended when the Plaintiff [Ms. Kruse] made that decision to leave the hospital against medical advice.

From this decision, Ms. Kruse appeals to this Court.

II.

STANDARD OF REVIEW

The instant proceeding is before this Court on appeal from the circuit court's order granting summary judgment to Dr. Farid. Rule 56(c) of the West Virginia Rules of Civil Procedure directs that a motion for summary judgment should be granted "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." *Accord* Syl. pt. 3, *Aetna Cas. & Sur. Co. v. Fed. Ins. Co. of N.Y.*, 148 W. Va. 160, 133 S.E.2d 770 (1963) ("A motion for summary judgment should be granted only when it is clear that there is no genuine issue of fact to be tried and inquiry concerning the facts is not desirable to clarify the application of the law."). Thus,

> [s]ummary judgment is appropriate where the record taken as a whole could not lead a rational trier of fact to find for the nonmoving party, such as where the nonmoving party has failed to make a sufficient showing on an essential element of the case that it has the burden to prove.

Syl. pt. 4, *Painter v. Peavy*, 192 W. Va. 189, 451 S.E.2d 755 (1994). *Accord* Syl. pt. 2, *Williams v. Precision Coil, Inc.*, 194 W. Va. 52, 459 S.E.2d 329 (1995) ("Summary judgment is appropriate if, from the totality of the evidence presented, the record could not lead a rational trier of fact to find for the nonmoving party, such as where the nonmoving party has failed to make a sufficient showing on an essential element of the case that it has the burden to prove."). Finally, we review anew a circuit court's summary judgment ruling:

"[a] circuit court's entry of summary judgment is reviewed *de novo*." Syl. pt. 1, *Painter*, 192 W. Va. 189, 451 S.E.2d 755. In light of this standard, we consider the parties' arguments.

III.

DISCUSSION

On appeal to this Court, Ms. Kruse assigns numerous errors to the circuit court's order awarding summary judgment to Dr. Farid, including the circuit court failed to appreciate certain disputed facts; the circuit court relied on the wrong law in deciding the case; the circuit court misapplied the MPLA; and the circuit court erred by failing to recognize the public policy implications of this case. Dr. Farid responds by urging this Court to affirm the circuit court's ruling insofar as the circuit court properly applied the law to find that, after Ms. Kruse left the hospital AMA, he no longer had a duty to her because she had terminated the physician-patient relationship. Dr. Farid additionally argues that the circuit court correctly granted summary judgment to him because it determined there to be no genuine issues of material fact in this case.

Ms. Kruse first contends that there exist genuine issues of material fact so as to preclude the circuit court's disposition of this case through summary judgment. In this regard, Ms. Kruse asserts that she has presented expert medical testimony evidencing the applicable standard of care and opining that Dr. Farid's treatment of her did not comply

therewith. Ms. Kruse also avers that she did not appreciate that she was signing out AMA, although she acknowledges that she did sign the AMA form.

Apparent from these contentions is the conflation of Ms. Kruse's multiple claims against Dr. Farid. In her complaint, Ms. Kruse pled multiple claims against Dr. Farid: failure to inform her that the stents were temporary and would need to be removed as well as failure to follow up with her regarding removal of the stents. Thus, Ms. Kruse essentially has asserted that she did not receive competent medical treatment both *before* and *after* she left the hospital AMA. With respect to treatment she allegedly was supposed to receive *after* she left the hospital, we agree with the circuit court's assessment that the act of signing out AMA, itself, signifies the termination of the physician-patient relationship such that the patient has indicated an intention to refuse medical treatment, and, consequently, the physician no longer has a duty to provide medical care to the former patient.

Moreover, we find that the circuit court did not err by concluding that Ms. Kruse departed from the hospital AMA. While Ms. Kruse claims that she did not realize she was leaving the hospital AMA, Ms. Kruse does not dispute that her signature appears on the AMA form. We previously have recognized that "the failure to read a contract before signing it does not excuse a person from being bound by its terms." *Reddy v. Cmty. Health Found. of Man*, 171 W. Va. 368, 373, 298 S.E.2d 906, 910 (1982). In other words, "[a] person who fails to read a document to which he places his signature does so at his

peril." *Id.* As a result of her AMA departure, the circuit court found that Ms. Kruse "fully acknowledged the possible dangers of leaving against medical advice AND she agreed to release the Defendant [Dr. Farid], and all medical care providers, from any liability relating to her decision to leave the facility." Ms. Kruse has not challenged her competency at the time she signed the AMA form, and the witnesses attesting her signature found her to be competent at that time. Therefore, we find that the circuit court correctly ruled that no genuine issue of material fact existed in this regard; thus, there are no grounds warranting a reversal of the circuit court's order as to Ms. Kruse's first assignment of error.[1]

Ms. Kruse next asserts that the circuit court erred by applying the wrong law to grant Dr. Farid's motion for summary judgment. In this regard, Ms. Kruse suggests that the circuit court improperly applied contract law and that it improperly relied upon case law from other jurisdictions regarding the effect of an AMA upon the physician-patient

[1]To the extent Ms. Kruse also attempts to assert on appeal that Dr. Farid breached the applicable standard of care with respect to his treatment of her *before* she left the hospital AMA, we find that such assignment of error is not properly before the Court. The circuit court did not consider or rule upon the standard of care applicable to Dr. Farid's treatment of Ms. Kruse while she was a patient in the hospital or whether Dr. Farid had a duty to inform Ms. Kruse of the temporary nature of her stents *before* she left the hospital AMA. As such, this issue is not properly before the Court. We frequently have held that "[t]his Court will not pass on a nonjurisdictional question which has not been decided by the trial court in the first instance." Syl. pt. 2, *Sands v. Sec. Tr. Co.*, 143 W. Va. 522, 102 S.E.2d 733 (1958). *Accord* Syl. pt. 1, *Mowery v. Hitt*, 155 W. Va. 103, 181 S.E.2d 334 (1971) ("In the exercise of its appellate jurisdiction, this Court will not decide nonjurisdictional questions which were not considered and decided by the court from which the appeal has been taken."). Because the propriety of Dr. Farid's *pre*-AMA conduct was not considered by the circuit court during its decision to grant summary judgment to Dr. Farid, and because such issue does not concern the tribunal's jurisdiction, we necessarily are foreclosed from determining this issue.

relationship. First, the circuit court did not rely upon contract law to award summary judgment to Dr. Farid; rather, the circuit court concluded that, because the physician-patient relationship ended when Ms. Kruse left the hospital AMA, Dr. Farid no longer owed a duty to provide medical treatment to Ms. Kruse as she was no longer his patient and had, by virtue of signing the AMA form, indicated her intention to refuse further care. Moreover, we disagree with Ms. Kruse's contention that the circuit court erred by relying upon authority from other jurisdictions insofar as the issue presently before us is one of first impression for this Court, and reference to extrajurisdictional case law, though not controlling, was instructive to the circuit court's, as well as to this Court's, decision of the case.

With respect to whether Dr. Farid owed a duty of care to Ms. Kruse *after* she left the hospital AMA, the circuit court considered decisions from other jurisdictions, which are plentiful regarding AMA situations but scant regarding the nature of a physician's duty to his/her patient, if any, under such circumstances. The preeminent case on this point is *Collins v. HCA Health Services of Tennessee, Inc.*, 517 S.W.3d 84 (Tenn. Ct. App. 2016). In *Collins*, the court considered the plaintiff's claims against her doctor and the hospital in which she had been a patient arising from injuries she sustained when she left the hospital AMA. The court determined the essential question to entail whether the defendants had a duty to prevent Ms. Collins from leaving the hospital when she wished to do so and began its analysis with the recognition that "'[[h]ealth care liability actions]

. . . incorporate[] the common law elements of negligence.'" *Id.* at 90 (quoting *Draper v. Westerfield*, 181 S.W.3d 283, 290 (Tenn. 2005)). The court went on to recognize that,

> [i]n the instant case, . . . Appellant [Ms. Collins] terminated medical treatment and voluntarily decided to leave the hospital. . . . Appellant [Ms. Collins] received her injuries . . . after having refused treatment and [leaving] against medical advice. Once she terminated treatment and decided to leave against medical advice, however, her status as a patient of the Hospital ceased as well as the Hospital's general duty of care to her as a patient.

Collins, 517 S.W.3d at 91-92 (citations omitted). Moreover, the court noted that "'[a] physician's duty to attend a patient continues as long as required *unless the physician-patient relationship is ended by . . . the dismissal of the physician by the patient*.'" *Id.* at 92 (quoting *Weiss v. Rojanasathit*, 975 S.W.2d 113, 119-20 (Mo. 1998), *superseded by statute on other grounds as stated in Montgomery v. S. Cty. Radiologists, Inc.*, No. ED 77285, 2000 WL 1846432 (Mo. Ct. App. Dec. 19, 2000)) (emphasis added). *Cf. Weiss*, 975 S.W.2d at 120 ("Absent good cause to the contrary, where the doctor knows or should know that a condition exists that requires further medical attention to prevent injurious consequences, the doctor must render such attention or must see to it that some other competent person does so *until termination of the physician-patient relationship*." (emphasis added; citations omitted)).

Such recognition is grounded in the general rule that "all competent patients have the right to refuse medical care." *Collins*, 517 S.W.3d at 92. Such right has been

recognized both by the United States Supreme Court and by the Legislature of this State. In this regard, the United States Supreme Court has recognized that,

> [a]t common law, even the touching of one person by another without consent and without legal justification was a battery. See W. Keeton, D. Dobbs, R. Keeton, & D. Owen, Prosser and Keeton on Law of Torts § 9, pp. 39-42 (5th ed. 1984). Before the turn of the century, this Court observed that "[n]o right is held more sacred, or is more carefully guarded, by the common law, than the right of every individual to the possession and control of his own person, free from all restraint or interference of others, unless by clear and unquestionable authority of law." *Union Pacific R. Co. v. Botsford*, 141 U.S. 250, 251[, 11 S. Ct. 1000, 1001, 35 L. Ed. 734] (1891). This notion of bodily integrity has been embodied in the requirement that informed consent is generally required for medical treatment. Justice Cardozo, while on the Court of Appeals of New York, aptly described this doctrine: "Every human being of adult years and sound mind has a right to determine what shall be done with his own body[.]" *Schloendorff v. Society of New York Hospital*, 211 N.Y. 125, 129-130, 105 N.E. 92, 93 (1914)[, *superseded by statute on other grounds as stated in Retkwa v. Orentreich*, 584 N.Y.S.2d 710, 154 Misc. 2d 164 (N.Y. Sup. Ct. 1992)]. The informed consent doctrine has become firmly entrenched in American tort law. See Keeton, Dobbs, Keeton, & Owen, *supra*, § 32, pp. 189-192; F. Rozovsky, Consent to Treatment, A Practical Guide 1-98 (2d ed. 1990).
>
> The logical corollary of the doctrine of informed consent is that the patient generally possesses the right not to consent, that is, to refuse treatment.
>
> . . . .
>
> . . . [T]he common-law doctrine of informed consent is viewed as generally encompassing the right of a competent individual to refuse medical treatment.

Cruzan by Cruzan v. Dir., Mo. Dep't of Health, 497 U.S. 261, 269-70, 277 (1990). *Accord Collins*, 517 S.W.3d at 92 ("'All competent adults have a fundamental right to bodily

integrity. . . . Included in this right is the right of competent adult patients to accept or reject medical treatment.'" (quoting *Church v. Perales*, 39 S.W.3d 149, 158 (Tenn. Ct. App. 2000)) (additional citations omitted)). Likewise, the West Virginia Legislature has recognized this personal right to make health care decisions: "Common law tradition and the medical profession in general have traditionally recognized the right of a capable adult to accept or reject medical or surgical intervention affecting one's own medical condition[.]" W. Va. Code § 16-30-2(b)(1) (LexisNexis 2016). *But see* Syl. pt. 1, *State ex rel. White v. Narick*, 170 W. Va. 195, 292 S.E.2d 54 (1982) ("A prisoner's right to privacy must be balanced against several state interests in keeping him alive: preservation of life and its converse, prevention of suicide; protection of interests of innocent third parties; and maintenance of medical ethical integrity."). In light of the foregoing authorities, we conclude that when a patient voluntarily leaves a health care facility against medical advice and executes a release of liability indicating that he/she understands and assumes the risks of leaving the health care facility against medical advice, the patient thereby terminates the physician-patient relationship such that the released medical providers do not thereafter have a duty of care to the patient. Thus, once Ms. Kruse was determined to leave the care of Dr. Farid AMA, she had the right to do so, and Dr. Farid's duty to provide medical treatment to her ceased as a result of her termination of the physician-patient relationship.

Moreover, Ms. Kruse's argument that Dr. Farid should be held liable for his failure to provide follow-up care after she terminated their physician-patient relationship is not legally tenable. "In order to establish a prima facie case of negligence in West

Virginia, it must be shown that the defendant has been guilty of some act or omission in violation of a duty owed to the plaintiff. *No action for negligence will lie without a duty broken*." Syl. pt. 1, *Parsley v. Gen. Motors Acceptance Corp.*, 167 W. Va. 866, 280 S.E.2d 703 (1981) (emphasis added). We have observed that, under the facts of the case sub judice, once the physician-patient relationship between Dr. Farid and Ms. Kruse ended, he no longer had a duty to provide medical care to Ms. Kruse. Therefore, we conclude that Ms. Kruse has failed to establish an essential element of her negligence claim, namely that Dr. Farid had a duty to provide medical care to her after she terminated their physician-patient relationship when she refused further medical care and left the hospital in which she was Dr. Farid's patient AMA. Having thus failed to establish the existence of a duty, summary judgment in Dr. Farid's favor was appropriate as a matter of law. *See* Syl. pt. 4, *Painter v. Peavy*, 192 W. Va. 189, 451 S.E.2d 755.

Finally, Ms. Kruse contends that the circuit court misapplied the MPLA and failed to recognize the public policy implications of enforcing the AMA form at issue herein. We consider these issues together insofar as the MPLA supplies the public policy upon which such argument is based. We agree with Ms. Kruse's summation that "[t]he MPLA codifies the obligations of health care providers in West Virginia to their *patients*." Petitioner's brief at 20 (emphasis added). In fact, the Legislature's declaration of the purpose of the MPLA also reflects this sentiment by recognizing "the need to fairly compensate *patients* who have been injured as a result of negligent and incompetent acts by health care providers." W. Va. Code § 55-7B-1 (LexisNexis 2016) (emphasis added).

However, we disagree that the public policy expressed by the MPLA forecloses the decision obtained by the circuit court in this case.

In our prior cases finding that releases of liability contravened the public policy of this State because they sought waivers of causes of action secured by statute, we emphasized that the plaintiff seeking to avoid the release must be a member of the class contemplated to be within the protection afforded by the referenced statute. Examining releases claimed to contravene the West Virginia Whitewater Responsibility Act of 1987, we held that "[w]hen a statute imposes a standard of conduct, a clause in an agreement purporting to exempt a party from tort liability to *a member of the protected class* for the failure to conform to that statutory standard is unenforceable." Syl. pt. 1, *Murphy v. N. Am. River Runners, Inc.*, 186 W. Va. 310, 412 S.E.2d 504 (1991) (emphasis added). Similarly, when determining the extent of the liability of West Virginia University to a student who was injured while playing a University club sport, we held,

> [g]enerally, in the absence of an applicable safety statute, a plaintiff who *expressly* and, under the circumstances, *clearly* agrees to accept a risk of harm arising from the defendant's negligent or reckless conduct may not recover for such harm, unless the agreement is invalid as contrary to public policy. When an express agreement is freely and fairly made, between parties who are in an equal bargaining position, and there is no public interest with which the agreement interferes, it generally will be upheld.

Syl. pt. 1, *Kyriazis v. Univ. of W. Va.*, 192 W. Va. 60, 450 S.E.2d 649 (1994). Furthermore, we held that

> [a] clause in an agreement exempting a party from tort liability is unenforceable on grounds of public policy if, for example, (1) the clause exempts a party charged with a duty of public service from tort liability to a party to whom that duty is owed, or (2) *the injured party is similarly a member of a class that is protected against the class to which the party inflicting the harm belongs*.

Syl. pt. 2, *id.* (emphasis added).

Upon the facts presently before us, we are left with the solitary conclusion that Ms. Kruse's assignments of error in this regard must fail because, by virtue of her discontinuation of the physician-patient relationship she had with Dr. Farid when she left the hospital AMA, Ms. Kruse removed herself from the class of individuals sought to be protected by the MPLA, *i.e.*, *patients*. As noted above, the MPLA seeks, as one of its purposes, to compensate "patients who have been injured as a result of negligent and incompetent acts by health care providers." W. Va. Code § 55-7B-1. The MPLA further defines a "patient" as "a natural person who receives or should have received health care from a licensed health care provider under a contract, expressed or implied." W. Va. Code § 55-7B-2(m) (LexisNexis Supp. 2019). As noted previously, Ms. Kruse expressed her desire to discontinue receiving health care services from Dr. Farid when she terminated their physician-patient relationship by leaving the hospital AMA, and, as a result of such decision by Ms. Kruse, Dr. Farid's duty to continue providing medical care to Ms. Kruse also ceased. Insofar as Ms. Kruse renounced her status of *patient* as contemplated by the MPLA by virtue of her AMA departure, there is no public policy bar to enforcing the AMA

form at issue in this case. Accordingly, the circuit court did not err in reaching this same conclusion and granting Dr. Farid's summary judgment motion.

IV.

CONCLUSION

For the foregoing reasons, we affirm the April 24, 2018 order of the Circuit Court of Raleigh County.

Affirmed.