No. 121078
IN THE
SUPREME COURT OF ILLINOIS

AKEEM MANAGO, a deceased minor by and through April Pritchett, Mother and Next Friend, Plaintiff-Respondent, April Pritchett, Individually and as Special Administrator for the Estate of Akeem Manago, Plaintiff, v. THE COUNTY OF COOK, Lienholder-Petitioner. Chicago Housing Authority, a Municipal Corporation, and H.J. Russell and Company Defendants.	)	On Grant of Petition for Leave to Appeal from the Appellate Court of Illinois, First Judicial District No. 1-12-1365 There heard on Appeal from the Circuit Court of Cook County, Law Division, No. 08 L 13211 Hon. Thomas L. Hogan, Judge Presiding

BRIEF OF *AMICUS CURIAE* ILLINOIS STATE MEDICAL SOCIETY

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POINTS AND AUTHORITIES

AMICUS CURIAE BRIEF AND ARGUMENT OF THE ILLINOIS STATE MEDICAL SOCIETY

IN SUPPORT OF LIENHOLDER-PETITIONER THE COUNTY OF COOK

STATEMENT OF INTEREST OF *AMICUS CURIAE*

The Illinois State Medical Society (ISMS), by its attorneys, submits this brief in support of Lienholder-Petitioner the County of Cook.

The ISMS is a non-profit, I.R.C. § 501(c)(6) professional society comprised of over 9,000 practicing physicians, medical residents, and medical students in Illinois. ISMS membership encompasses practicing physicians from a broad range of specialties, geographic locations, and types of practice.

There are no factual disputes in this case. The main issue in the instant appeal is whether the plain reading of 770 ILL. COMP. STAT. ANN. 23/10 (West 2016) allows for the liens of health care professionals and providers to attach to the verdict, judgment, award, settlement, or compromise received by a minor plaintiff. To uphold the ruling of the First District Appellate Court would frustrate the plain meaning of the statute. Additionally, sustaining the decision would create substantial injustice to the health care professionals and providers of this State who provide care to the citizens of this State, and would now be prevented from the full payment for their services to which they are entitled. Such a ruling would unjustly frustrate the rights of Illinois health care professionals and providers by unfairly depriving them of their rightful remedy.

ISMS, by virtue of being the most broadly based professional association representing Illinois physicians, has a vital interest in the resolution of issues concerning the practice of medicine, and specifically the ability of similarly-situated physicians to

receive the fullest amount of their liens allowed by law pursuant to the Health Care Services Lien Act.

ARGUMENT

I. UPHOLDING THE RULING OF THE FIRST DISTRICT APPELLATE COURT WOULD FRUSTRATE THE PLAIN LANGUAGE OF 770 ILL. COMP. STAT. ANN. 23/10 (West 2016).

The Illinois State Medical Society (ISMS) believes that upholding the ruling of the First District Appellate Court would do harm to the plain language of 770 ILL. COMP. STAT. ANN. 23/10 (West 2016) and frustrate the intent of the General Assembly. The ISMS fully supports those arguments offered by the County of Cook.

The facts are as follows: the plaintiff, Akeem Manago, sustained injuries on August 5, 2005, while he was a minor. *Manago v. The County of Cook*, 2016 IL App (1st) 121365 at ¶3. The County of Cook provided care and treatment to the plaintiff for those injuries between August 6, 2005 through September 28, 2010 and later filed a notice of lien against the plaintiff for unpaid hospital bills. *Id.* at ¶3. On November 26, 2008, plaintiff filed a three-count negligence complaint through his mother and next friend, April Pritchett, against Chicago Housing Authority, H.J. Russell and Company, and A.N.B. Elevator Services. *Id.* at ¶4. The County of Cook issued a notice of lien to plaintiff and plaintiff's counsel for unpaid hospital bills on August 10, 2009. *Id.* at ¶3.

The plaintiff filed a Second Amended Complaint against Chicago Housing Authority and H.J. Russell and Company on March 9, 2011 in which he additionally alleged his mother expended and incurred obligations for medical expenses. *Id.* at ¶5. Following a bench trial, on December 7, 2011, the circuit court issued an order revising the caption as Akeem Manago "et al." as the plaintiff, and awarded the plaintiff $250,000 for past, present, and future scarring for the next 54.1 years, $75,000 for past, present, and future pain and suffering, and $75,000 for past, present, and future loss of

a normal life. *Manago*, 2016 IL App (1st) 121365 at ¶7, 9. The court indicated that plaintiff was 50% responsible for his injuries and reduced the judgment from $500,000 to $250,000, with no monies being awarded specifically for present or future medical expenses. *Id.* at ¶9. Following motions for reconsideration and clarification, the circuit court issued an order on December 9, 2011 clarifying that the judgment was $400,000, reduced to $200,000. *Id.* at ¶10.

Plaintiff Manago filed a petition to strike and extinguish the County of Cook's lien on January 25, 2012, and in its response the County of Cook stated that the Health Care Services Lien Act does not allow a lien to be disallowed or reduced. *Id.* at ¶11. The circuit court granted the plaintiff's motion to strike, dismiss, and extinguish the County of Cook's lien. *Id.* at ¶13. On appeal, the First District Appellate Court affirmed the decision.

Illinois has specific provisions for addressing the allocation and payment of liens held by physicians and hospitals related to health care services provided to patients under the Health Care Services Lien Act (HCSLA). 770 ILL. COMP. STAT. ANN. 23/10 (West 2016).

Section 23/10 of the HCSLA states:

> (a) Every health care professional and health care provider that renders any service in the treatment, care, or maintenance of an injured person, except services rendered under the provisions of the Workers' Compensation Act or the Workers' Occupational Diseases Act, shall have a lien upon all claims and causes of action of the injured person for the amount of the health care professional's or health care provider's reasonable charges up to the date of payment of damages to the injured person. The total amount of all liens under this Act, however, shall not exceed 40% of the verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action.

(b) The lien shall include a written notice containing the name and address of the injured person, the date of the injury, the name and address of the health care professional or health care provider, and the name of the party alleged to be liable to make compensation to the injured person for the injuries received. The lien notice shall be served on both the injured person and the party against whom the claim or right of action exists. Notwithstanding any other provision of this Act, payment in good faith to any person other than the healthcare professional or healthcare provider claiming or asserting such lien prior to the service of such notice of lien shall, to the extent of the payment so made, bar or prevent the creation of an enforceable lien. Service shall be made by registered or certified mail or in person.

(c) All health care professionals and health care providers holding liens under this Act with respect to a particular injured person shall share proportionate amounts within the statutory limitation set forth in subsection (a). The statutory limitations under this Section may be waived or otherwise reduced only by the lienholder. No individual licensed category of health care professional (such as physicians) or health care provider (such as hospitals) as set forth in Section 5, however, may receive more than one-third of the verdict, judgment, award, settlement, or compromise secured by or on behalf of the injured person on his or her claim or right of action. If the total amount of all liens under this Act meets or exceeds 40% of the verdict, judgment, award, settlement, or compromise, then:

(1) all the liens of health care professionals shall not exceed 20% of the verdict, judgment, award, settlement, or compromise; and
(2) all the liens of health care providers shall not exceed 20% of the verdict, judgment, award, settlement, or compromise;

provided, however, that health care services liens shall be satisfied to the extent possible for all health care professionals and health care providers by reallocating the amount unused within the aggregate total limitation of 40% for all health care services liens under this Act; and provided further that the amounts of liens under paragraphs (1) and (2) are subject to the one-third limitation under this subsection.

If the total amount of all liens under this Act meets or exceeds 40% of the verdict, judgment, award, settlement, or compromise,

the total amount of all the liens of attorneys under the Attorneys Lien Act shall not exceed 30% of the verdict, judgment, award, settlement, or compromise. If an appeal is taken by any party to a suit based on the claim or cause of action, however, the attorney's lien shall not be affected or limited by the provisions of this Act.

(d) If services furnished by health care professionals and health care providers are billed at one all-inclusive rate, the total reasonable charges for those services shall be reasonably allocated among the health care professionals and health care providers and treated as separate liens for purposes of this Act, including the filing of separate lien notices. For services provided under an all-inclusive rate, the liens of health care professionals and health care providers may be asserted by the entity that bills the all-inclusive rate.

(e) Payments under the liens shall be made directly to the health care professionals and health care providers. For services provided under an all-inclusive rate, payments under liens shall be made directly to the entity that bills the all-inclusive rate.

(Source: P.A. 93-51, eff. 7-1-03.)

The primary objective in interpreting a statute is to ascertain and give effect to the intent of the legislature. *Solon v. Midwest Medical Records Association, Inc.*, 236 Ill. 2d 433, 925 N.E. 2d 1113, 1117 (2010). The most reliable indicator of such intent is the language of the statute, which is to be given its plain and ordinary meaning. *Solon,* 236 Ill. 2d 433, 925 N.E. 2d 1113, 1117, citing *Blum v. Koster*, 235 Ill. 2d 21, 29, 919 N.E. 2d 333 (2009). Furthermore, courts will not read limitations into a statute that the legislature did not originally include. *See, e.g.*, *People v. Rokita*, 316 Ill. App. 3d 292, 736 N.E.2d 205 (2000); *Town of Libertyville v. Bank of Waukegan*, 152 Ill. App. 3d 1066, 504 N.E.2d 1035 (1987). Additionally, it is established that "[w]hen a statute is clear, there is no reason for courts to search for the motives of the legislature to justify giving the statute a meaning different than the words of the statute indicate..."

Kozak v. Retirement Bd. of Firemen's Annuity & Ben. Fund, 95 Ill. 2d 211, 220, 447 N.E.2d 394, 399 (1983).

In *Solon*, the plaintiffs filed a four-count class action lawsuit against defendant Midwest Medical Records Association (MMRA), a management company that contracts with health care professionals and hospitals to handle requests for patient medical records. *Solon*, 236 Ill. 2d at 437. They alleged that MMRA violated statutory restrictions by charging more than the permissible amount for providing medical record copies. *Id.* The Illinois Supreme Court opined that its primary objective when interpreting a statute is to ascertain and give effect to the intent of the legislature, and the most reliable indicator of such intent is the statutory language, which should be given its plain and ordinary meaning. *Id.* at 440.

The plain and ordinary meaning of Section 23/10 is to provide for clear establishment of the maximum amount of liens that health care professionals, providers, and attorneys may have on a "verdict, judgment, award, settlement, or compromise" secured by or on behalf of the "injured person" on his or her claim or right of action.

a. The General Assembly did not limit the application of HCLSA liens to only the portion of the verdict, judgment, award, settlement, or compromise specifically identified as relating to medical expenses.

In its opinion, the First District Appellate Court stated "we further interpret the language of the [Health Care Services Lien] Act to limit the creation of a lien to claims or causes of action seeking medical expenses." *Manago v. County of Cook*, 2016 IL App (1st) 121365 at ¶48. However, plainly absent from Section 23/10 is any mention of limiting the application of the HCLSA lien to the portion of the verdict, judgment,

award, settlement, or compromise to be specifically allocated as medical expenses. Given the preciseness of the language in the statute, it is clear that the Illinois General Assembly knows how to specifically construct a lien statute. From this, this Court should infer that the Illinois General Assembly chose not to set a limitation on application of HCLSA liens to the total amount of the verdict, judgment, award, settlement, or compromise and it would be wrong for this Court to read such a restriction into the statute.

The rules of statutory construction are well-established by this Court: "The cardinal rule of statutory construction is to ascertain and give effect to the intention of the legislature." *In re. D.L.*, 191 Ill. 2d 1, 9, 727 N.E.2d 990, 994 (2000); "There is no rule of construction which authorizes a court to declare that the legislature did not mean what the plain language of the statute imports." *People ex rel. LeGout v. Decker*, 146 Ill. 2d 389, 394, 586 N.E.2d 1257, 1259 (1992); "A court must not rewrite statutes to make them consistent with the court's idea of orderliness and public policy." *Henrich v. Libertyville High School*, 186 Ill. 2d 381, 395, 712 N.E.2d 298, 306 (1998).

Recently, in *McVey v. M.L.K. Enterprises, LLC*, 2015 IL 118143, 32 N.E.3d 1112 this Court addressed a similar HCSLA statutory construction issue; specifically, whether section 10 requires that attorney fees and costs to be deducted from the verdict, judgment, award, settlement, or compromise prior to calculating the amount available for the satisfaction of a health care lien. *Id.* at ¶1. This Court stated that "there is no language in section 10 that would allow the calculation of a health care lien to be based upon the total 'verdict, judgment, award, settlement or compromise' less attorney fees and costs…No mention is made of a deduction of any kind." *Id.* at ¶14. Similarly here,

there is no mention of a deduction of any type, including medical expenses. In fact, the statute prohibits such deductions, stating: "statutory limitations under this Section may be waived or otherwise reduced only by the lienholder." 770 ILL. COMP. STAT. ANN. 23/10 (West 2016). Thus, it was error for the First District Appellate Court to read a limitation into the HCSLA that does not exist in the statute.

The First District Appellate Court also recently opined on this issue in the consolidated cases of *Wolf v. Toolie* and *Larmena v. Campbell*, 2014 IL App. (1st) 132243, 19 N.E.3d 1154. In those cases, both plaintiffs were in car accidents and then received medical care at John H. Stroger, Jr., Hospital of Cook County. The County of Cook, on behalf of John H. Stroger, Jr., Hospital, filed liens against the plaintiffs for unpaid bills, and each plaintiff filed a lawsuit against the other parties involved in the accidents and recovered a settlement. Each plaintiff then argued that the attorney fees and litigation costs should be deducted from the total recovery before calculating the amount for health care providers and professionals. The circuit court in *Wolf* did not deduct the attorney fees and costs prior; the circuit court in *Larmena* did the opposite.

On consolidated appeal to the First District Appellate Court, the court addressed the issue of whether attorney fees and litigation costs should be deducted from a plaintiff's total recovery prior to calculating the amount to be distributed to health care professionals and providers pursuant to the HCSLA. In its analysis, the First District Appellate Court specifically considered the impact that its decision would have on health care professionals and providers and noted that "...nothing in the language of the [HCSLA] or the Attorneys Lien Act suggests that healthcare liens must be calculated from the net amount of a plaintiff's verdict, judgment, award, settlement, or

compromise, after costs and attorneys fees have been deducted." *Wolf*, 2014 IL App. (1st) 132243 at ¶ 20, 22.

Given the substantial similarity between the instant case and the cases outlined above, this Court should follow that well-reasoned guidance and overturn the ruling of the First District Appellate Court.

Conversely, if this Court finds the statute ambiguous, under the rules of statutory construction it should consider the legislative debates on this matter. Senate Bill 274 was drafted to create the Health Care Services Lien Act and a response to the case *Burrell v. Southern Truss*, 176 Ill. 2d 171, 679 N.E.2d 1230 (1997). At the time of the HCSLA's creation, there were eight separate lien acts that addressed liens for health care professionals and providers, including physicians, hospitals, and optometrists.

In *Burrell*, a hospital, radiologist group, and individual physician filed separate liens against the proceeds received by the plaintiff in a settlement with the defendants. *Burrell*, 176 Ill. 2d at 172. The hospital filed its claim under the Hospital Lien Act, and the radiologist group and individual physician filed their separate claims under the Physicians Lien Act. *Id.* The total of these liens exceeded one-third of the plaintiff's settlement, which was $8,500. *Id.* at 173. The circuit court aggregated the lien claims, and limited the total recovery of the liens to one-third of the settlement, and prorated the amounts to be dispensed to the lienholders so as to not exceed one-third of the plaintiff's settlement. *Id.* The appellate court affirmed, but the Illinois Supreme Court reversed the decision, finding that the Hospital Lien Act and the Physicians Lien Act provided for separate liens, with the total amounts that may be claimed under each act limited to one-third of the plaintiff's settlement. *Id.* at 177. As a result, a plaintiff could

have his or her entire recover wiped out in situations with multiple lienholders under the various acts.

In response to *Burrell*, the Illinois Senate drafted Senate Bill 274, which consolidated the multiple lien acts into the HCSLA. The purpose of the bill was discussed by the Senate sponsor, Sen. Cullerton, on April 3, 2003:

> What this has to do is with health care liens. There's currently, in Illinois, seven health care liens. Each one has been enacted over the course of the year, and there's a—a prohibition that the amount of the lien may not exceed one third of the amount paid to the injured person. So, a logical reading of these statutes would be that the maximum amount deducted from an injured person's recover would be one-third. But unfortunately, because of a Supreme Court case, they—they didn't read it that way, and so the situation now is, in Illinois, if there's—if there's an injury and there's a—like a personal injury and you hire a lawyer, you want the lawyer to bring your case so you—you say to the lawyer, "We'll give you one-third of the award if—if we win," and then the—all of the—the medical bills exceed the total amount of the potential judgment, that would mean that the injured party would not get anything. All of the money that he would get from the award, or she would get from the award, is tied up in these liens. So the problem is that there's not even an incentive to go out and bring the case in the first place. Okay? So what this bill does is to say that the collective total amount of the liens is set at one-third. Now, it doesn't mean that these hospitals and doctors can't go after and get a judgment for the rest of their—their bill. It just means that the lien itself is limited to one-third.
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> * * * * * * * * *
>
> The other hospital liens or the other health care liens do have a cap. They say right now, in the law, they can only be one-third of—of the total judgment.
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> * * * * * * * * *
>
> The reason for the bill is that if—if they're not limited and they're—they're all allowed to—to apply their one-third to the total judgment, you could have the entire potential judgment locked up in liens, so that there's no incentive for the injured party to even bring the lawsuit in the first place, and therefore there's no judgment entered against any party—the—the—the negligent party, and therefore there's no pot of money to even draw from.

* * * * * * * * *

> What we're talking about here are liens, where [doctors or hospitals] have an actual right to the total money that comes from a judgment.
>
> 93rd Ill. Gen. Assembly, Senate Proceedings, April 3, 2003, at 85 – 89.

As the above language demonstrates, Sen. Cullerton states multiple times that the liens apply to the *total judgment* and the *total money*. There is no mention in the legislative debates or in the HCSLA itself about allocating the liens only to the portion of the verdict, judgment, award, settlement, or compromise to be specifically allocated as medical expenses. In fact, the phrase "medical expenses" does not come up in debate at all. To find otherwise would ignore the legislative meaning as expressed by the Senate sponsor of the Health Care Lien Services Act bill.

b. The lack of limiting language in the Family Expense Act is further evidence that the legislature did not intend to restrain the rights of health care professionals to assert their statutorily-established liens under the HCLSA.

In addition to the HCSLA, the General Assembly created the Family Expense Act to address the rights of creditors as they relate to expenses of the family. 750 ILL. COMP. STAT. ANN. 65/15 (West 2016).

Section 65/15 states:

> (a) (1) The expenses of the family and of the education of the children shall be chargeable upon the property of both husband and wife, or of either of them, in favor of creditors therefor, and in relation thereto they may be sued jointly or separately.
>
> (2) No creditor, who has a claim against a spouse or former spouse for an expense incurred by that spouse or former spouse which is not a family expense, shall maintain an action against the other spouse or former spouse for that expense except:

(A) an expense for which the other spouse or former spouse agreed, in writing, to be liable; or

(B) an expense for goods or merchandise purchased by or in the possession of the other spouse or former spouse, or for services ordered by the other spouse or former spouse.

(3) Any creditor who maintains an action in violation of this subsection (a) for an expense other than a family expense against a spouse or former spouse other than the spouse or former spouse who incurred the expense, shall be liable to the other spouse or former spouse for his or her costs, expenses and attorney's fees incurred in defending the action.

(4) No creditor shall, with respect to any claim against a spouse or former spouse for which the creditor is prohibited under this subsection (a) from maintaining an action against the other spouse or former spouse, engage in any collection efforts against the other spouse or former spouse, including, but not limited to, informal or formal collection attempts, referral of the claim to a collector or collection agency for collection from the other spouse or former spouse, or making any representation to a credit reporting agency that the other spouse or former spouse is any way liable for payment of the claim.

(b) No spouse shall be liable for any expense incurred by the other spouse when an abortion is performed on such spouse, without the consent of such other spouse, unless the physician who performed the abortion certifies that such abortion is necessary to preserve the life of the spouse who obtained such abortion

(c) No parent shall be liable for any expense incurred by his or her minor child when an abortion is performed on such minor child without the consent of both parents of such child, if they both have custody, or the parent having custody, or legal guardian of such child, unless the physician who performed the abortion certifies that such abortion is necessary to preserve the life of the minor child who obtained such abortion.

(Source: P.A. 86-689.)

It is long-established "[t]hat a parent is under an obligation to provide for the maintenance of his infant children, [which] is a principle of natural law; and it is upon this natural obligation alone that the duty of a parent to provide his infant children with the necessaries of life rests." *Hunt v. Thompson*, 4 Ill. 179, 180 (1841). The family expense statute originated thereafter in the Husband and Wife Act of 1874. *Lyman v. Harbaugh*, 117 Ill. App. 3d 732, 733, 453 N.E.2d 906, 907 (1983).

The Family Expense Act conspicuously lacks language stating that this statute is the only remedy available to creditors. Furthermore, "[w]here..a new remedy is given by statute, and there are no negative words or other provisions rendering it exclusive, it will be deemed to be cumulative only and not to take away prior remedies." *Kosicki v. S.A. Healy Co.*, 380 Ill. 298, 302, 44 N.E.2d 27, 29 (1942). Here, the HCSLA was enacted after the Husband and Wife Act of 1874, and after the Family Expense Act currently established within the Rights of Married Persons Act. As elucidated by *Kosicki*, the "new remedy" established in the HCLSA makes no mention of exclusivity; in fact, it is drafted to provide broad remedies for health care professionals and providers. Furthermore, the HCLSA contains no language to take away prior remedies, such as those contained in the Family Expense Act. The remedy available to health care professionals and providers is "cumulative" as previously contemplated by this Court and thus the decision by the First District Appellate Court to limit the remedies available is in error and should be overturned.

II. UPHOLDING THE RULING OF THE FIRST DISTRICT APPELLATE COURT WOULD IGNORE THE IMPORTANT PUBLIC POLICY PURPOSE OF THE HCSLA AS RECOGNIZED BY THE ILLINOIS SUPREME COURT.

In 1988, the Illinois Supreme Court correctly recognized that the Hospital Lien Act (as stated previously, this Act has since been repealed, along with the Physicians Lien Act. The liens of health care professionals and providers, such as clinical psychologists, dentists, emergency medical personnel, home health agencies, optometrists, and physical therapists are now established under the Health Care Services Lien Act) promotes the public health, safety, and wellbeing by helping to lessen the financial burden on hospitals that treat accident victims. *In re Estate of Cooper*, 125 Ill.2d 363, 368, 532 N.E.2d 236, 238 (1988). Health care liens are commonly used in cases where a hospital has provided life-saving emergency treatment to a person injured in an automobile accident or other trauma. Absent the lien, hospitals would most commonly be forced to write off their costs as bad debt and diminish their ability to care for other uninsured patients. Significantly, the Court explained that, "utilizing these liens to protect a hospital's interests promotes health care for the poor of this State." *Id.* at 369. In this way, hospitals are creditors, but they are legally required to care for any patient that comes to its emergency room, regardless of ability to pay. This is dissimilar from other credit issuers who have the luxury of deciding to whom they will extend credit.[1] Additionally, although health care professionals may pursue an unpaid debt after adjudication of a health care services lien, only 10% of

[1] KAULKIN GINSBERG, HEALTHCARE ARM REPORT, 2006 10 (2006), http://www.kaulkin.com/expertise/pdfs/reports/healthcare_arm_report_2006.pdf.

charges sent to collections are generally recovered.[2] Once the injury case concludes and the plaintiff receives his or her portion of the proceeds, it is very difficult for the health care professional to obtain full payment from the plaintiff for the unpaid portion of the health care professional's bill, even though the bill represents services provided legitimately, in good faith, and for which payment is rightfully owed.

The Supreme Court's observation that the Act serves a social purpose is more important today than ever. Illinois health care professionals and hospitals operate with razor thin margins in an incredibly complex and evolving financial environment. With declining patient volume, decreasing public and private reimbursement, and increasing expenses, the outlook for the hospital sector remains negative for the foreseeable future, according to a report released by Moody's Investor Services.[3] The picture in Illinois is bleak: more than forty percent of Illinois hospitals operate with margins of less than 2%.[4] The Illinois Medicaid Program ranked 46th in the nation in spending per enrollee in FFY 2011.[5] Despite this, Illinois hospitals provide nearly $1 billion in charity care

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[2] Jonathan Gruber & David Rodriguez, *How Much Uncompensated Care Do Doctors Provide?*, 26 J. HEALTH ECON. 1151, 1158 (2007).
[3] Moodys.com, US Not-for-Profit Hospital Outlook Remains Negative for 2014, https://www.moodys.com/research/Moodys-US-not-for-profit-hospital-outlook-remains-negative-for--PR_287519 (last visited Jan. 24, 2017).
[4] ILL. HEALTH & HOSP. ASS'N, IHA'S STATE ECONOMIC IMPACT REPORT 2016, https://www.ihatoday.org/uploadDocs/1/2016economicimpactreport.PDF.
[5] KFF.org, Medicaid Spending per Enrollee (Full or Partial Benefit), http://kff.org/medicaid/state-indicator/medicaid-spending-per-enrollee/?currentTimeframe=0 (last visited Jan. 24, 2017).

annually.[6] Nationally, the cost of uncompensated care is rising, and amounted to $35.7 billion in 2015.[7]

In this environment, the Health Care Services Lien Act is an important tool as health care professionals and providers attempt to closely manage revenue and expenses to ensure that they have adequate resources to meet the needs of their communities. Unfortunately, the history of this Act has been one of continuous erosion and diminution of hospitals' and health care professionals' ability to recover their fees.

By interpreting the Act only applying to that portion of a verdict, judgment, award, settlement, or compromise specifically allocated as medical expenses and unlawfully prohibiting the application of an HCSLA lien to a minor's award, the First District Appellate Court decision significantly diminishes the already restricted recovery for health care professionals and hospitals under an *appropriate* reading of the Act. This in turn negatively impacts the financial health of those health care professionals and providers and thereby weakens their ability to meet the needs of their communities.

III. CONCLUSION

Illinois health care professionals and providers play a vital role in safeguarding the health, safety, and welfare of the people of this State. The Health Care Services Lien Act plays an important part in preserving the financial health of those health care professionals and providers by ensuring that they can fulfill their missions: providing

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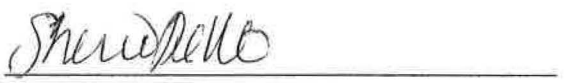
[6] ILL. HEALTH FACILITIES & SERVS. REVIEW BD., STATE HOSPITAL DATA SUMMARY, 2015, https://www.illinois.gov/sites/hfsrb/InventoriesData/FacilityProfiles/Documents/2015%20Hospital%20State%20Summary%20-%209-15-16.pdf.

[7] AM. HOSP. ASS'N, UNCOMPENSATED HOSPITAL CARE COST FACT SHEET 3 (2017), http://www.aha.org/content/16/uncompensatedcarefactsheet.pdf.

health care services to the people and communities of Illinois. For the reasons stated, the Illinois State Medical Society respectfully requests the Illinois Supreme Court overturn the decision of the First District Appellate Court in this matter.

Respectfully submitted,



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Plaintiff-Respondent,	)	
April Pritchett, Individually and as Special Administrator for the Estate of Akeem Manago,	)	There heard on Appeal from the Circuit Court of Cook County, Law Division,
Plaintiff,	)	No. 08 L 13211
v.	)	
THE COUNTY OF COOK,	)	Hon. Thomas L. Hogan, Judge Presiding
Lienholder-Petitioner.	)	
Chicago Housing Authority, a Municipal Corporation, and H.J. Russell and Company	)	
Defendants.	)	

SUPREME COURT RULE 341(c) CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages containing the Rule 341(d) cover, the Rule 341(h) statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a) is 18 pages.

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