NOT DESIGNATED FOR PUBLICATION

No. 124,578

IN THE COURT OF APPEALS OF THE STATE OF KANSAS

UNIVERSITY OF KANSAS HEALTH SYSTEMS,
Appellee,

v.

MONICAH M. MUEMA,
Appellant.

MEMORANDUM OPINION

Appeal from Johnson District Court; DANIEL W. VOKINS, magistrate judge. Opinion filed March 17, 2023. Affirmed.

Monicah M. Muema, appellant pro se.

Stephanie B. Poyer, of Butler & Associates, P.A., of Topeka, for appellee.

Before GARDNER, P.J., MALONE and HILL, JJ.

PER CURIAM: Monicah M. Muema appeals the district court's finding that she is liable to pay for her medical debt. Finding no error, we affirm.

Factual and Procedural Background

In 2015, the University of Kansas Health Systems (the Hospital) provided medical services to Muema. But before she received those services, Muema signed a consent form for treatment, payment, and health care operations. Among other terms, Muema's consent

included her agreement "to pay for any services not covered by insurance or government benefits."

Muema's hospital visit included an MRI to her face, neck, and head region, for which the Hospital charged $9,602.42. After Muema's insurance declined to pay for these services a few weeks later, the Hospital credited $4,953.60 toward Muema's charges as a contractual write-off with her insurance company. Muema made no payments toward this debt until 2019, when she made one $16.60 payment, reducing her total hospital charge to $4,632.22.

A few months after that payment, the Hospital filed a limited action claim against Muema seeking payment for the balance owed, plus interest. The district court held a bench trial at which Muema represented herself. Muema argued that an agreement to pay for services was not an agreement to pay for tests, and that her signature was not binding because it was not next to her printed name or that the signature was not hers.

After both sides presented evidence, the district court awarded judgment to the Hospital. The district court found that Muema had signed a consent for treatment form and that the signature on it appeared to be hers. The district court found that by doing so, Muema had agreed to accept financial responsibility for the treatment she received in 2015. The treatment form included her consent for diagnostic procedures and medical treatment, which the district court found was "typical for any medical provider."

The district court found Muema had a contract for medical services with the Hospital, and the Hospital had billed Muema's insurance company for coverage of the medical services provided. Based on her signed consent, Muema had accepted financial responsibility for services not covered by insurance but had failed to pay for them. The district court thus awarded $4,632.22 plus prejudgment and postjudgment interest to the Hospital.

Muema appeals.

Did the District Court Err in Granting Judgment to the Hospital?

Muema raises two issues on appeal, both of which challenge the sufficiency of the evidence. First, she argues the district court erroneously compared her hospital visit to an emergency room visit with post-visit costs, despite her assertion that she had an oral agreement for upfront payment. Second, she argues the consent form did not provide sufficient evidence of her consent for treatment.

We first consider Muema's claim that the district court erred by comparing her case to an emergency room visit. She notes that her medical services were unrelated to an emergency visit "and the contract for [her] procedure was on an upfront payment basis for all services and tests before they could be done."

In making its findings, the district court stated that "our medical system today" routinely bills services separately. The district court stated, as an example:

> "You're going to have a hospital bill for the facility. You are going to have an emergency room physician's bill. You are going to have—if you have your doctors or surgeons doing certain things, they are going to bill. If you have tests such as MRI or radiology, they are normally separate entries that actually do these tests and review it and make reports. All of those are separate bills and those are submitted to the patient for payment."

But the district court's comparison of Muema's hospital visit to an emergency visit was not a factual finding. Rather, the district court used the example of an emergency visit merely to explain that some hospital costs, such as an emergency visit or MRI test charges, are billed separately. Nothing in the record shows that the district court thought Muema's MRI test charges related to an emergency room visit. Nor did the court's use of this example lead it to err in any way.

We next consider Muema's argument that she had an oral contract with the Hospital for services and upfront payments related to a cosmetic surgery "and tests if any were necessary," which did not include payments for an MRI test.

Muema did not explicitly make this "oral contract" argument at trial. Matters not raised before the district court generally cannot be raised for the first time on appeal. *Gannon v. State*, 303 Kan. 682, 733, 368 P.3d 1024 (2016). Although there are exceptions to that general rule, Supreme Court Rule 6.02(a)(5) (2022 Kan. S. Ct. R. at 36) requires Muema to explain why the newly raised issue is properly before us. She has not done so. Her claim of an oral contract for her to pay upfront is thus unpreserved.

But even had Muema preserved this argument, we would find it unpersuasive. Muema suggests that the consent form could not prove she consented to the financial responsibility of the MRI test because the parties had a separate, oral contract for payment of services upfront. And Muema argues she did not provide informed consent for the MRI because the Hospital did not explain the details of the relative costs and treatment options. Yet the record contains no evidence to support Muema's claim that she had an oral contract with the Hospital that she would pay upfront for her services.

To the contrary, the evidence showed that Muema and the hospital entered into a written contract—the consent form—which bound her to accept financial responsibility for services the Hospital provided to her. Thus any evidence of an oral agreement contradicting the terms of the consent form would have been barred by the parol evidence rule.

> "Generally, the parol evidence rule provides that oral testimony of a prior agreement cannot be used to vary the terms of a written instrument. See *State v. Hood*, 255 Kan. 228, 236, 873 P.2d 1355 (1994).

> "'When a contract is complete, unambiguous and free of uncertainty, parol evidence of a prior or contemporaneous agreement or understanding, tending to vary or substitute a new and different contract for the one evidenced by the writing is inadmissible.'" *Branstetter v. Cox*, 209 Kan. 332, 334, 496 P.2d 1345 (1972) (quoting *Thurman v. Trim*, 206 Kan. 118, Syl. ¶ 2, 206 Kan. 118, 477 P.2d 579 [1970]).
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> This rule is not a rule of evidence but of substantive law whose applicability is for the court to determine. *Phipps v. Union Stock Yards Nat'l Bank*, 140 Kan. 193, 197, 34 P.2d 561 (1934)." *In re Estate of Moore*, 53 Kan. App. 2d 667, 672, 390 P.3d 551 (2017), *aff'd* 310 Kan. 557, 448 P.3d 425 (2019).

Muema's claim of an oral contract thus fails.

Muema's remaining argument essentially challenges the sufficiency of the evidence showing that she consented to pay for the Hospital's services. This court reviews a district court's findings of fact for substantial competent evidence. *Cresto v. Cresto*, 302 Kan. 820, 835, 358 P.3d 831 (2015). "Substantial evidence 'is evidence which possesses both relevance and substance and which furnishes a substantial basis of fact from which the issues can reasonably be resolved.'" 302 Kan. at 835. Put another way, "[s]ubstantial evidence is also '"such legal and relevant evidence as a reasonable person might accept as being sufficient to support a conclusion."'" 302 Kan. at 835. When, as here, a district court's decision is challenged for insufficiency of evidence, appellate courts do not reweigh the evidence or pass on the credibility of the witnesses. Rather, if the evidence, when considered in the light most favorable to the prevailing party, supports the verdict, the verdict will not be disturbed on appeal. *Wolfe Electric, Inc. v. Duckworth*, 293 Kan. 375, 407, 266 P.3d 516 (2011).

At trial, the Hospital submitted the contract, signed by Muema, stating she agreed "to pay for any services not covered by insurance." Although Muema disputed the signature and objected to the contract's admission into evidence, the district court still

found the signature on the contract was Muema's. The district court reached that conclusion by comparing the signature on the contract to Muema's signature on her court filings. Although the court was no expert in such matters, Muema proffered no evidence to dispute the validity of her signature on the contract. Nor did she offer a reasonable explanation for who may have signed the contract in her place or why someone would have done so.

As the Hospital argues, Kansas courts have held "'a party who signs a written contract is bound by its provision regardless of the failure to read or understand the terms, unless the contract was entered into through fraud, undue influence, or mutual mistake.'" *State ex rel. Secretary of DCF v. Smith*, 306 Kan. 40, 52, 392 P.3d 68 (2017) (quoting *Albers v. Nelson*, 248 Kan. 575, 579, 809 P.2d 1194 [1991]). Muema does not contend that her consent to pay was through fraud, undue influence, or mutual mistake.
As a party who signed the contract, Muema was bound to its terms even if she failed to understand that it required her to pay for tests, such as an MRI. See *Smith*, 306 Kan. at 52. And although Muema argued to the trial court that if she agreed to pay for services, the MRI test was not a "service," she does not make that argument on appeal. She has thus waived that argument. See *State v. Davis*, 313 Kan. 244, 248, 485 P.3d 174 (2021) (issues not briefed are considered waived or abandoned).

The record provides sufficient evidence to support the district court's finding that Muema accepted financial responsibility for the charges from the MRI tests that the Hospital billed to Muema.

Affirmed.