

Arbitration: Family Member Had Authority, Cannot Renege On Agreement To Arbitrate.

After the elderly patient passed away in the nursing home the patient's adult daughter, as administrator of her mother's probate estate, sued the nursing home for negligence.

The nursing home began its legal defense by arguing that any claim for negligence had to go to binding arbitration and could not be filed in court, before contesting the specific allegations in the lawsuit.

The daughter replied that the arbitration agreement was invalid as she had had no authority to sign it for her mother.

The medical records indicate the patient, on admission, could not recall her date of birth or the current season or repeat three simple words and did not know she was in a nursing home.

She was diagnosed with confusion, depression and dementia and exhibited confused, disoriented and hostile behaviors.

UNITED STATES DISTRICT COURT
MISSISSIPPI
October 22, 2007

The US District Court for the Northern District of Mississippi ruled the patient was legally incapacitated. Her daughter was an appropriate healthcare surrogate and could sign all the papers for her nursing-home care. The daughter's legal claim came under the arbitration agreement she herself had signed. **Gulledge v. Trinity Mission Health & Rehab**, 2007 WL 3102141 (N.D. Miss., October 22, 2007).