

An Arbitration Agreement Executed by a Power of Attorney is Deemed Valid by the Missouri Supreme Court

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On Tuesday November 19, 2019 the Missouri Supreme Court in *Ingram v. Chateau* held that an “attorney-in-fact” acting pursuant to a power of attorney, can execute a binding arbitration agreement that is contained as part of a facility’s admission materials.

The incapacitated resident in *Ingram* was admitted to the facility by their “attorney-in-fact” who was vested with that authority via a durable power of attorney. The durable power of attorney gave the “attorney-in-fact” the specific power to move the resident into the long-term care facility. However, the durable power of attorney did not specifically grant the “attorney-in-fact” the power to execute the admissions agreements on the resident’s behalf.

The Missouri Supreme Court held that a durable power of attorney authorizes the “attorney-in-fact” to “do acts which are incidental to” the authority granted by the durable power of attorney. Thus, if a durable power of attorney allows an “attorney-in-fact” to move a resident into a long-term care facility, the execution of admissions paperwork, including arbitration agreements, is deemed incidental to that and the arbitration agreement is fully enforceable.

If you have any questions about this topic or need assistance with any long-term care issues, please let us know.