Buffalo attorney Julie Bargnesi is a proponent of fairness to health care providers and patients alike. She’s not only an attorney who represents health care providers, she was once a nurse in a hospital where part of her job was advocating for patients. It’s just one reason she stresses the importance of having the ability to arbitrate cases from the nursing home setting. Bargnesi represents nursing homes as part of the health care industry practice team at Harris Beach.

“arbitration clauses in nursing home administration agreements to settle incidents that happen in nursing homes. Seven states, including New York, refused to enforce arbitration clauses in nursing home admission contracts, instead opting for trials.”

That was until 2012. That year, in West Virginia, the issue reached the U.S. Supreme Court in Marmet Health Care Center v. Brown, which struck down any state that does not allow an arbitration provision in the nursing home setting. The ruling claimed that the Federal Arbitration Act (FAA) overrides any state law that says arbitration clauses in nursing home contracts are not enforceable in the case of lawsuits stemming from injury or death.

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When she spoke about it last year before a national audience of more than 1,000 attorneys, she said 90 percent of them didn’t know anything about it. “They look at the procedure and the substance — what it says.”

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