

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
CENTRAL DIVISION**

THE CHILDREN’S MERCY HOSPITAL,)
)
)
Plaintiff,)
)
v.)
)
ALLIANCE FOR COMMUNITY HEALTH,)
LLC and MOLINA HEALTHCARE OF)
ILLINOIS, INC.,)
)
Defendants.)

Case No: 4:17-cv-00552-NKL

ORDER CONFIRMING ARBITRATION AWARD

Plaintiff The Children’s Mercy Hospital moves for confirmation of a final arbitration award entered in its favor, pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1 and 16. Doc. 1. Having considered Plaintiff’s motion and exhibits, the Hospital Provider Agreement containing the arbitration agreement between the parties, Doc. 2-1, and the Award of Arbitrators dated June 30, 2017, Doc. 2-2, the motion is granted.

Judicial review of an arbitration award is extremely limited. *See Stolt–Nielsen S.A. v. Animal Feeds Int’l Corp.*, 130 S.Ct. 1758, 1767 (2010). In reviewing an arbitrator’s award, the district court “is restricted by the great deference accorded arbitration awards.” *Williams v. Nat’l Football League*, 582 F.3d 863, 883 (8th Cir. 2009). *See also Boise Cascade Corp. v. Paper Allied–Indus., Chem. & Energy Workers*, 309 F.3d 1075, 1080 (8th Cir. 2002) (when reviewing arbitration award, court must “accord an extraordinary level of deference to the underlying award itself”). “[F]ederal courts are not authorized to reconsider the merits of an arbitral award, ‘even though the parties may allege that the award rests on errors of fact or on misinterpretation of the

contract.” *Id.* at 1080 (citations omitted).

Here, the parties’ Hospital Provider Agreement states that the award rendered by arbitration would be final and binding, and that “judgment upon the award may be entered in any court of competent jurisdiction in the United States.” Doc. 2-1, p. 22. The arbitration took place in Kansas City, Missouri and the Award of Arbitrators provided that Award fully disposed all claims. Doc. 22, p. 1. Defendants Alliance for Community Health LLC and Molina Healthcare of Illinois, Inc. have not opposed the motion. No reason appears from the record which would prevent confirmation of the final arbitration award.

Accordingly, it is hereby ORDERED that The Children’s Mercy Hospital’s Motion to Confirm Final Arbitration Award, Doc. 1, is granted, and that judgment is entered in the amount of \$2,065,094.93, plus interest on this amount at the rate of nine percent (9%) per annum since June 30, 2017, in favor of The Children’s Mercy Hospital and against Alliance for Community Health, LLC and Molina Healthcare of Illinois, Inc., jointly and severally.

s/ Nanette K. Laughrey
NANETTE K. LAUGHREY
United States District Judge

Dated: August 30, 2017
Jefferson City, Missouri