

## **LETTERS TO THE EDITOR – 1-11-18 ArgusCourier**

### **Hospital issues**

**EDITOR:** There have been many articles in your paper about Petaluma Valley Hospital and the tribulations involved in changing the management. I have not seen any information regarding a significant cause of part of the problem — the lease with St. Joseph. I doubt that much can be done at this time, as the lease was written two decades ago.

At that time, the Hospital District ran PVH. The District Board believed that the future of PVH would be stronger if PVH were affiliated with a larger institution. After consideration of several bids and with the advice of the chief hospital administrator, Daymon Doss, and a lawyer who was, supposedly, skilled in such transactions, the Sisters of St. Joseph of Orange who run the St. Joseph Health System were chosen to run the hospital with a 10 year agreement, renewable for an additional 10 years. A commercial-type of lease was drawn up and agreed to by all parties. But, that lease never contained a clause for how to manage the end of the lease, a termination agreement.

Such a clause is a standard part of any commercial lease, usually stating that a property must be returned in essentially the same condition as it was in at the beginning of the agreement.

Such a clause may contain language that requires a property or business to be maintained and upgraded, or any other requirements to which the parties agree. When I read the lease agreement, there was no such termination agreement.

I do not know if the absence of such a termination agreement represents legal malpractice or, even if it does, whether there is a remedy two decades after the agreement was written.

Had there been a competent termination agreement, much of the current difficulty may have been avoided.

**Gerald S. Besses**

Petaluma