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& COMLEY_{LLC}**
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November 3, 2014

VIA HAND DELIVERY

Office of the Attorney General
55 Elm Street, P.O. Box 120
Hartford, CT 06141-0120
Attn.: Gary W. Hawes, Esq., Assistant Attorney General

Office of Health Care Access, Department of Public Health
410 Capitol Avenue
Hartford, CT 06134
Attn.: Steven W. Lazarus

RE: Proposal for Joint Venture between Greater Waterbury Health Network, Inc. and Vanguard Health Systems, Inc.

**OCHA Docket No. 13-31838-486
Attorney General Docket No. 13-486-01**

Dear Attorney Hawes and Mr. Lazarus:

The Greater Waterbury Health Network (“GWHN”) and Tenet Healthcare Corporation (“Tenet”) hereby submit the following Late File Exhibits:

Late File Exhibit 1:	The Strategic Alliance Agreement between Yale-New Haven Health Services Corporation and Tenet Healthcare Corporation (redacted)
Late File Exhibits 2 and 3:	Capital Plan
Late File Exhibit 4:	Tenet Form Q10 for Third Quarter will be filed on November 4, 2014.

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Page 2

Late File Exhibit 5: To be filed on November 4, 2014

Late File Exhibit 6: Outline of the provisions of the Operating Agreement for VHS
Waterbury Health System, LLC

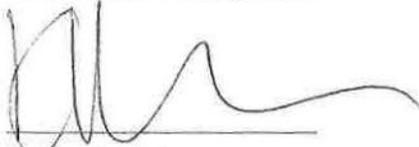
Late File Exhibit 7: Women's Services Provided at Waterbury Hospital and Saint
Mary's Hospital

The original, three (3) hard copies and one (1) electronic copy of these filings will be hand delivered to Mr. Lazarus' office. Two (2) hard copies and one (1) electronic copy will be hand delivered to Attorney Hawes' office.

Please contact me if you have any questions or need anything further. Thank you for your assistance in this matter.

Very truly yours,

Pullman & Comley LLC



Karen A. Daley

Enclosures

Execution Copy

GREATER WATERBURY HEALTH SYSTEM, INC.
LATE FILE NO. 1

STRATEGIC ALLIANCE AGREEMENT

BETWEEN

YALE-NEW HAVEN HEALTH SERVICES CORPORATION

and

TENET HEALTHCARE CORPORATION

Dated as of February 12, 2014

00003

STRATEGIC ALLIANCE AGREEMENT

This Strategic Alliance Agreement (this "**Agreement**"), dated as of February 12, 2014 (the "**Effective Date**"), is made by and between Yale-New Haven Health Services Corporation ("**YNHHS**") and Tenet Healthcare Corporation ("**Tenet**"). Each of YNHHS and Tenet is referred to herein individually as a "**Party**" and collectively, as the "**Parties**".

WHEREAS, YNHHS is a Connecticut nonstock corporation that, through its Yale-New Haven, Bridgeport and Greenwich delivery networks, provides comprehensive, cost effective, advanced patient care characterized by safety and clinical and service quality;

WHEREAS, Tenet is a Nevada corporation that is a leading operator of regionally-focused integrated healthcare delivery networks;

WHEREAS, YNHHS and Tenet wish to enter into a long-term strategic alliance (the "**Strategic Alliance**") pursuant to which they will, among other things, develop a regional integrated provider network, including a network of community hospitals, in the Geographic Region (as such term is defined herein); and

WHEREAS, the Parties have determined and agreed that the Strategic Alliance is in their mutual best interests and have approved this Agreement for purposes of setting forth the terms and conditions of such Strategic Alliance.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived from this Agreement, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

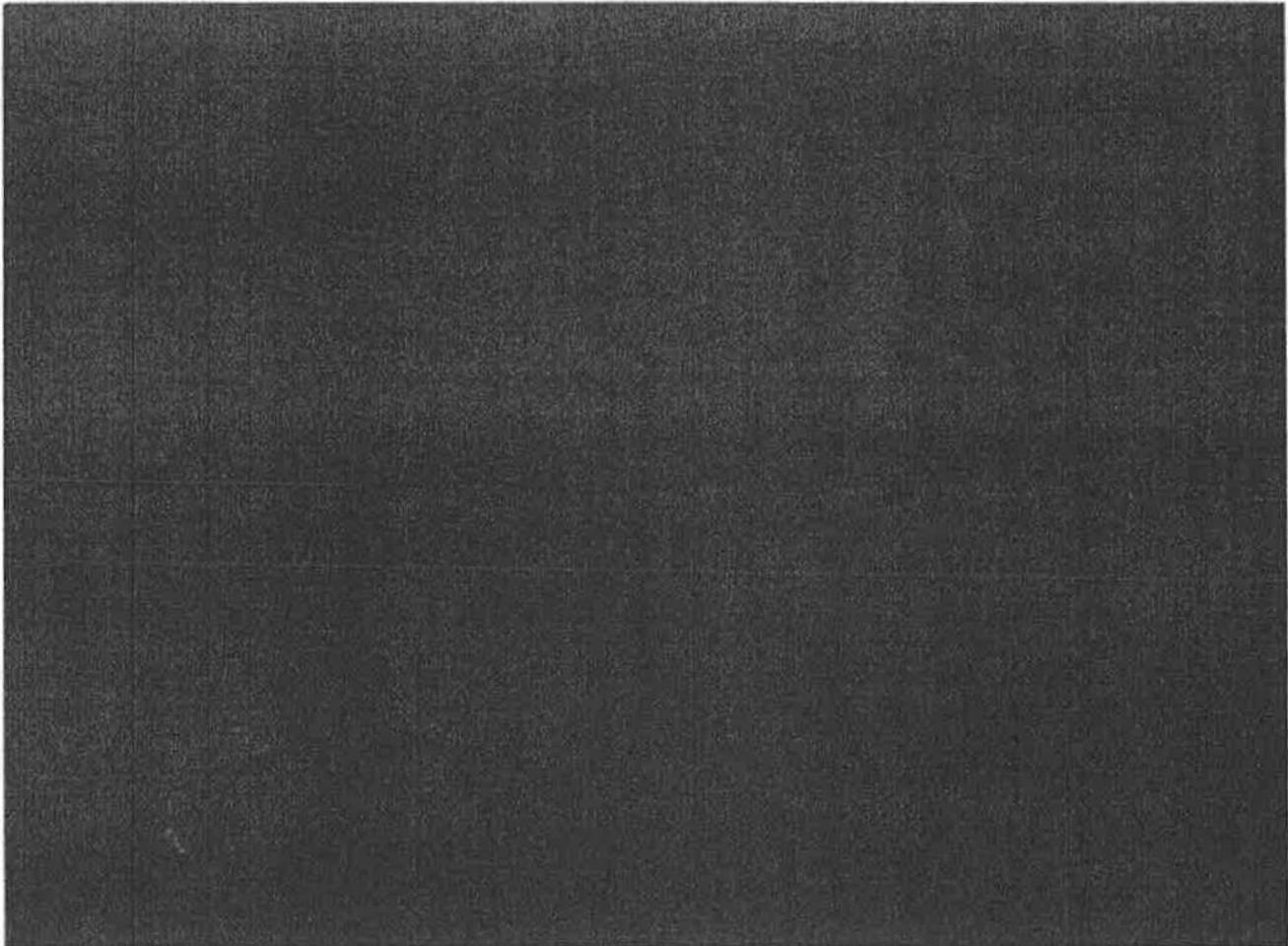
1.1 **"Affiliate"** of an entity means an entity that controls, is controlled by or is under common control with the first entity.

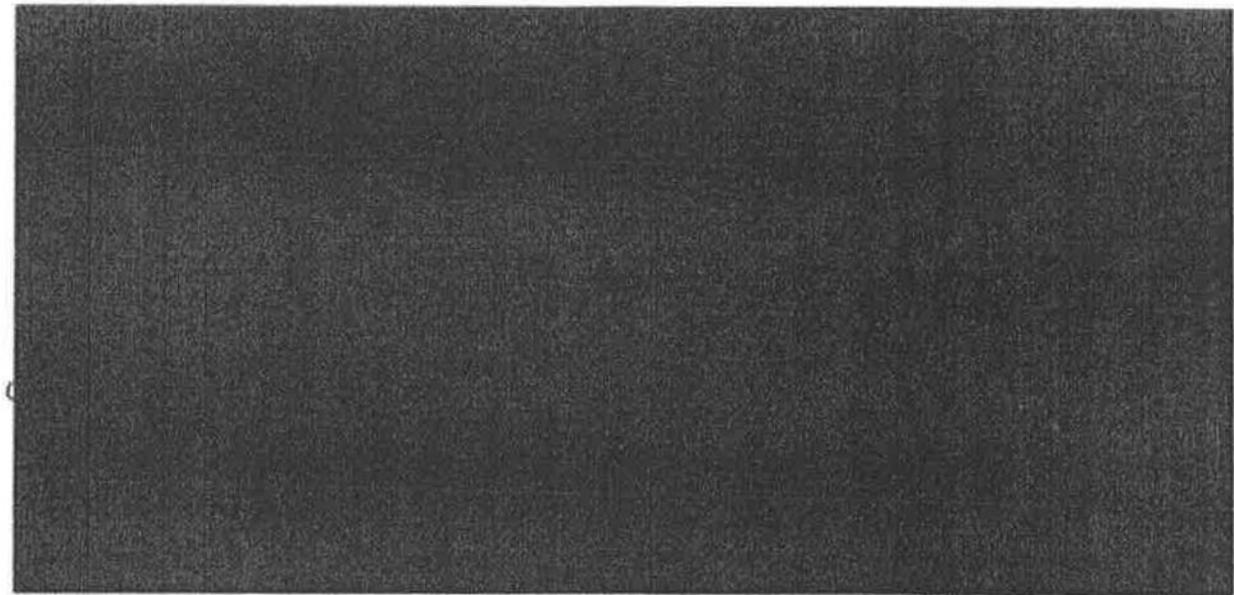
1.2 **"Agreement"** shall have the meaning set forth in the introductory paragraph.

1.3 **"Appraisal"** shall have the meaning set forth in Section 3.1(a).

1.4 **"Closing"** shall have the meaning set forth in Section 4.1.

1.5 **"Closing Date"** shall have the meaning set forth in Section 4.1.





1.10 **“Geographic Region”** shall mean the State of Connecticut, the State of New York, the State of Rhode Island and the Commonwealth of Massachusetts other than the following counties: Bristol, Middlesex, Essex, Worcester, Norfolk, Suffolk, Plymouth and Barnstable.

1.11 **“Governmental Authority”** means any federal, state, local or foreign governmental unit, agency, commission or authority.

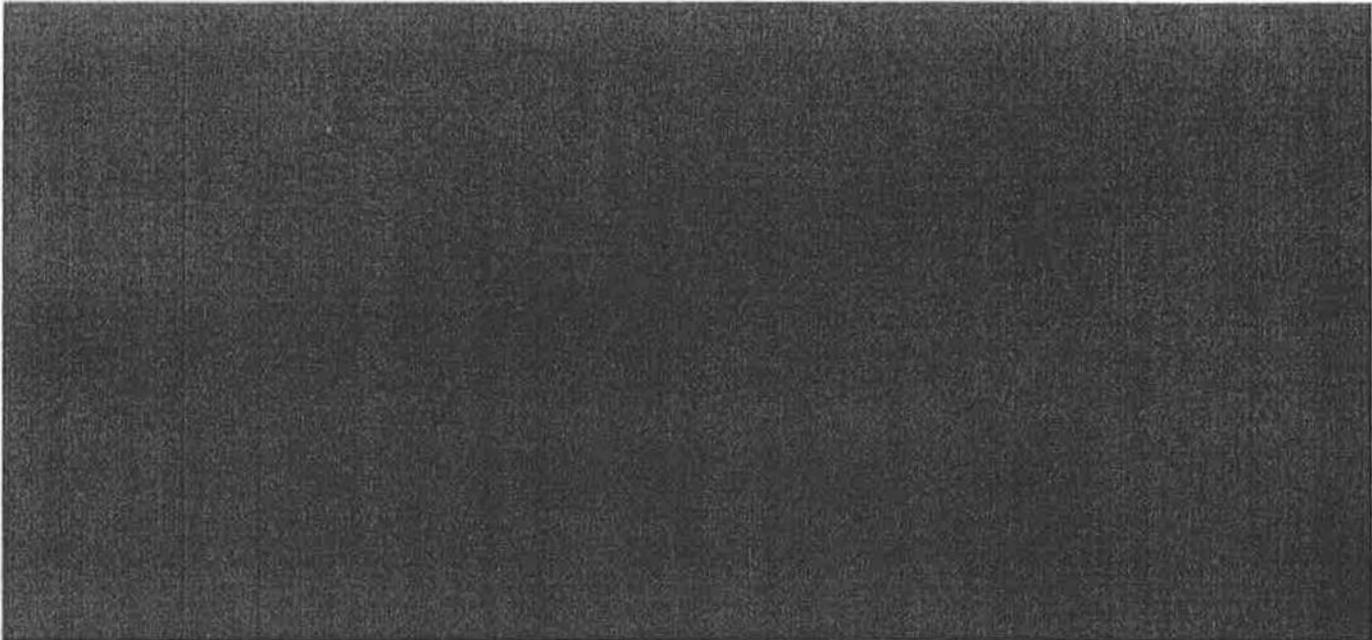
1.12 **“License Agreement”** shall have the meaning set forth in Section 2.5(a).

1.13 **“Litigation or Proceedings”** shall have the meaning set forth in Section 5.1(b).

1.14 **“Material Adverse Effect”** with respect to any Party means any event, occurrence, fact, condition, change, development, or effect that is (a) materially adverse to the business, assets, properties, liabilities, results of operations or condition (financial or otherwise) of such Party, taken as a whole, (b) would prevent or materially delay the consummation of the transactions contemplated hereby, or (c) would otherwise materially adversely affect the ability

of such Party to perform its obligations hereunder and the other transactions contemplated hereby.

1.15 **"MSA"** shall have the meaning set forth in Section 2.1(e).



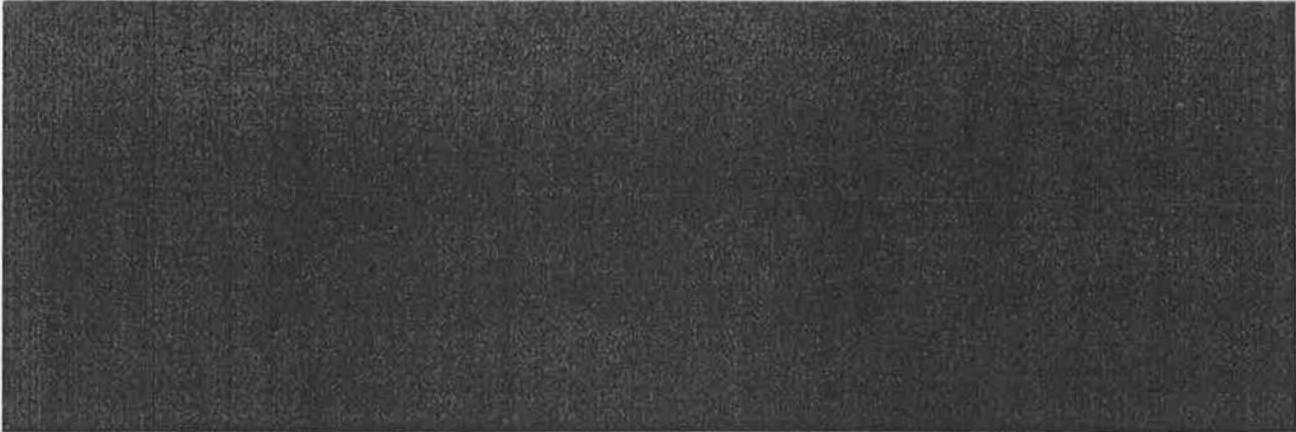
2.2.

- 1.21 **"Proposed Affiliation Notice"** shall have the meaning set forth in Section 2.2.
- 1.22 **"Proposed Sale Notice"** shall have the meaning set forth in Section 3.1(a).
- 1.23 **"Proposed Transfer"** shall have the meaning set forth in Section 3.1(b).
- 1.24 **"Proposed Transfer Notice"** shall have the meaning set forth in Section 3.1(b).



Section 2.3.

1.26 **"Regional Provider LLC"** shall have the meaning set forth in Section 2.1(a).



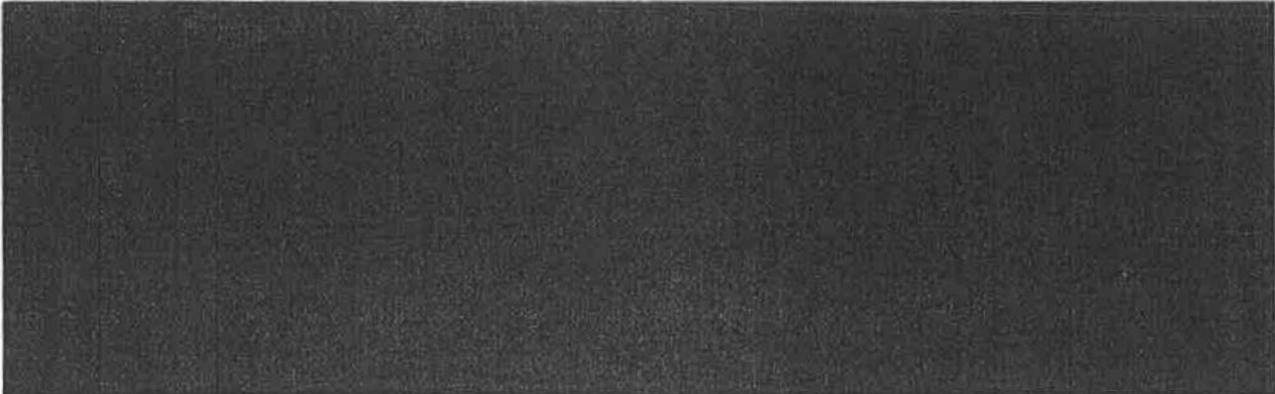
1.30 “**RP Subsidiary**” shall have the meaning set forth in Section 2.1(a).

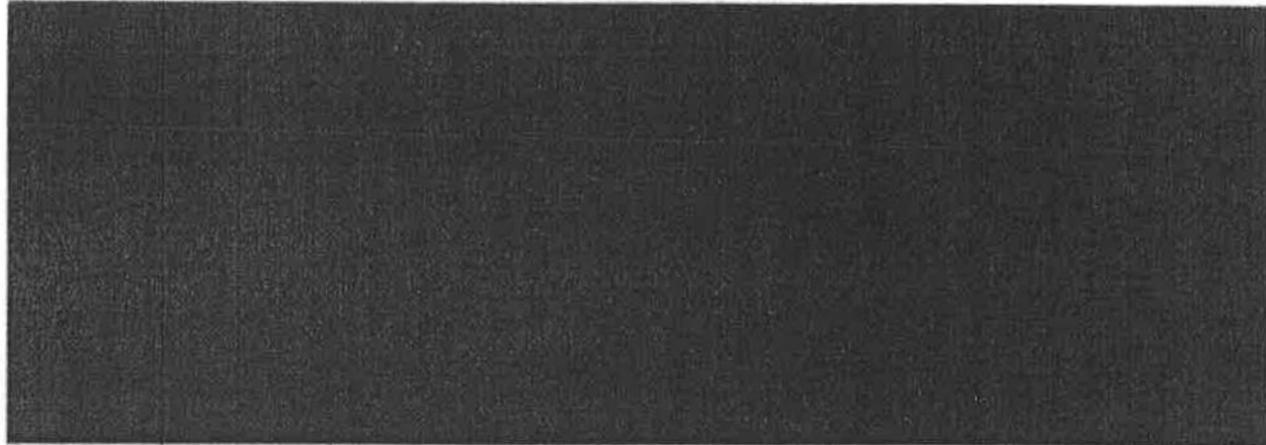
1.31 “**Secondary Region**” means the State of Maine, the State of New Hampshire and the State of Vermont.



1.33 “**Strategic Alliance**” shall have the meaning set forth in the recitals.

1.34 “**Tenet**” shall have the meaning set forth in the introductory paragraph.





1.41 “YNHHS” shall have the meaning set forth in the introductory paragraph.

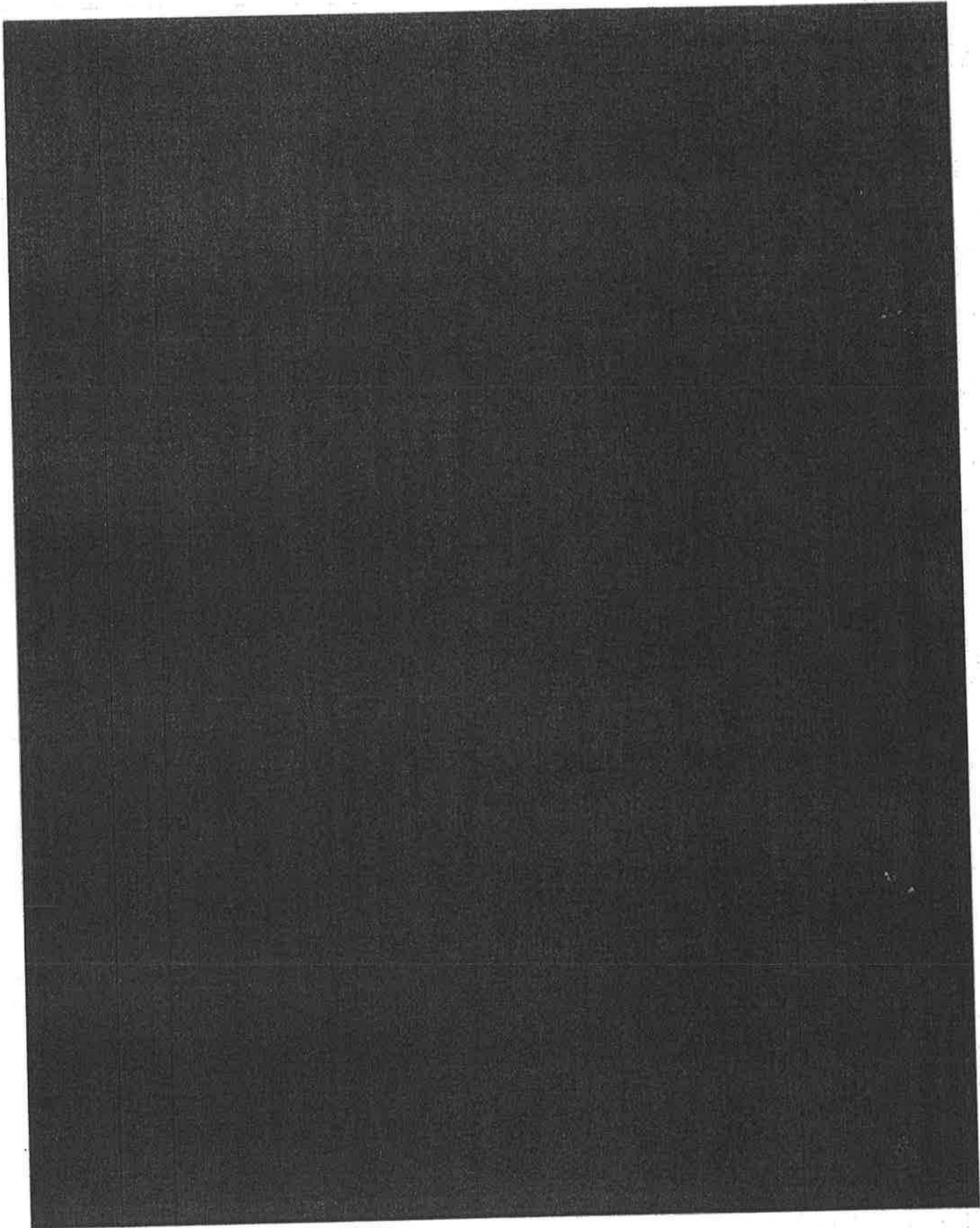
1.42 “YNHHS Hospital” means any hospital that is a direct or indirect subsidiary of YNHHS.

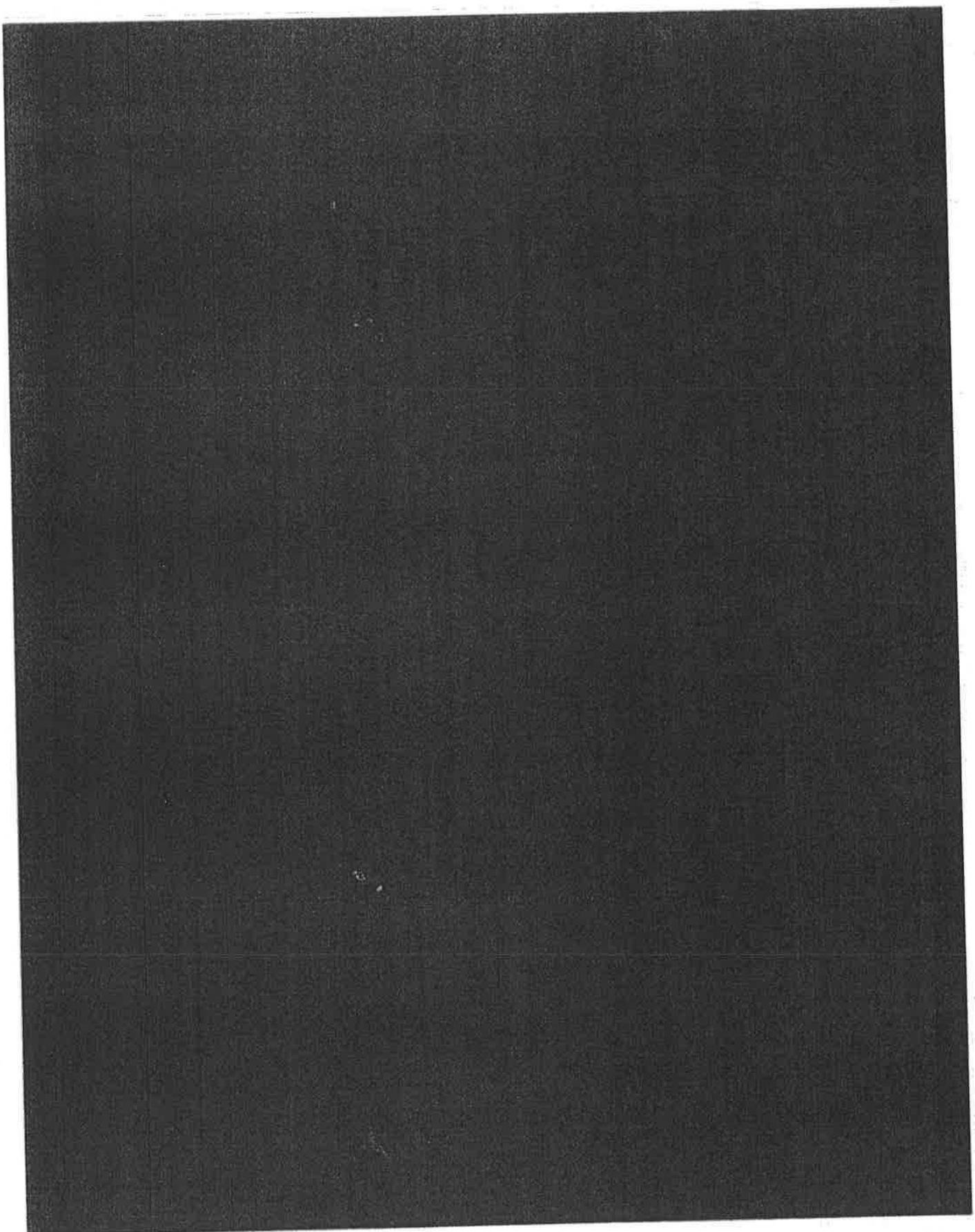


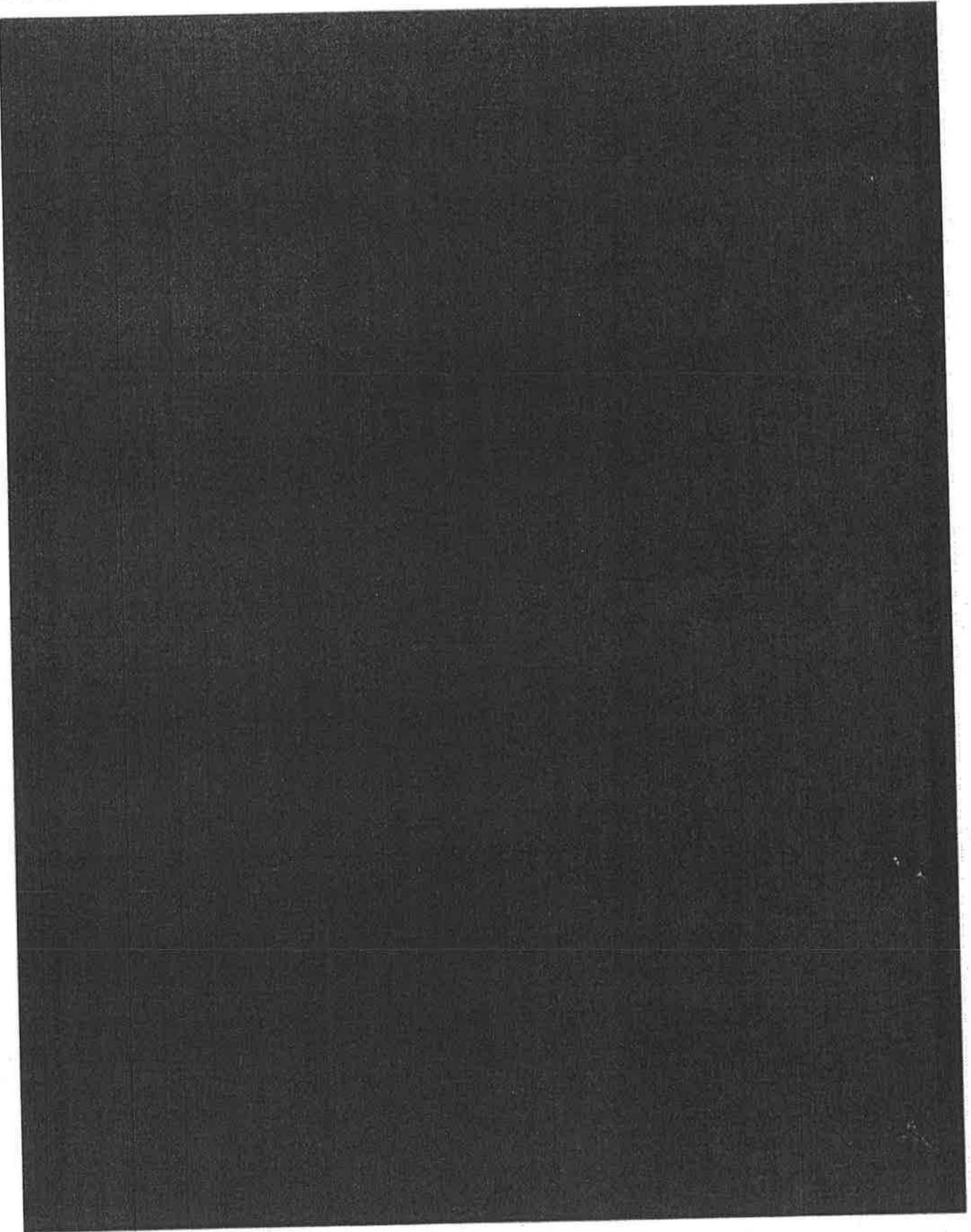
ARTICLE 2

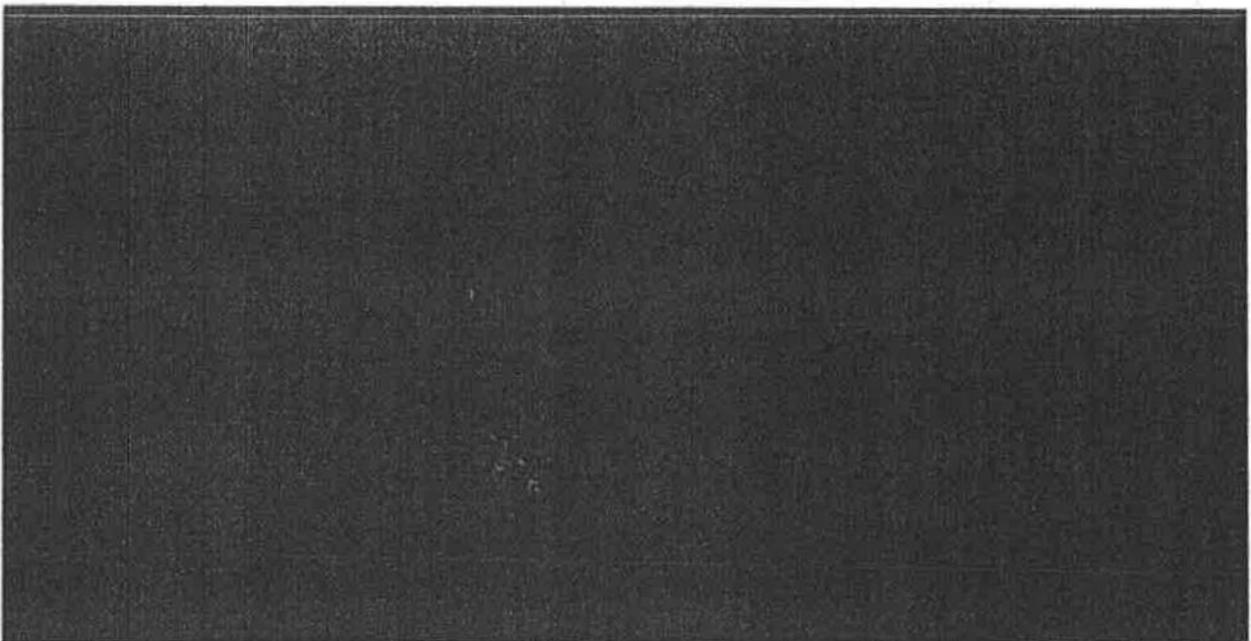
TERMS OF STRATEGIC ALLIANCE

2.1 *Establishment of Regional Provider LLC,*





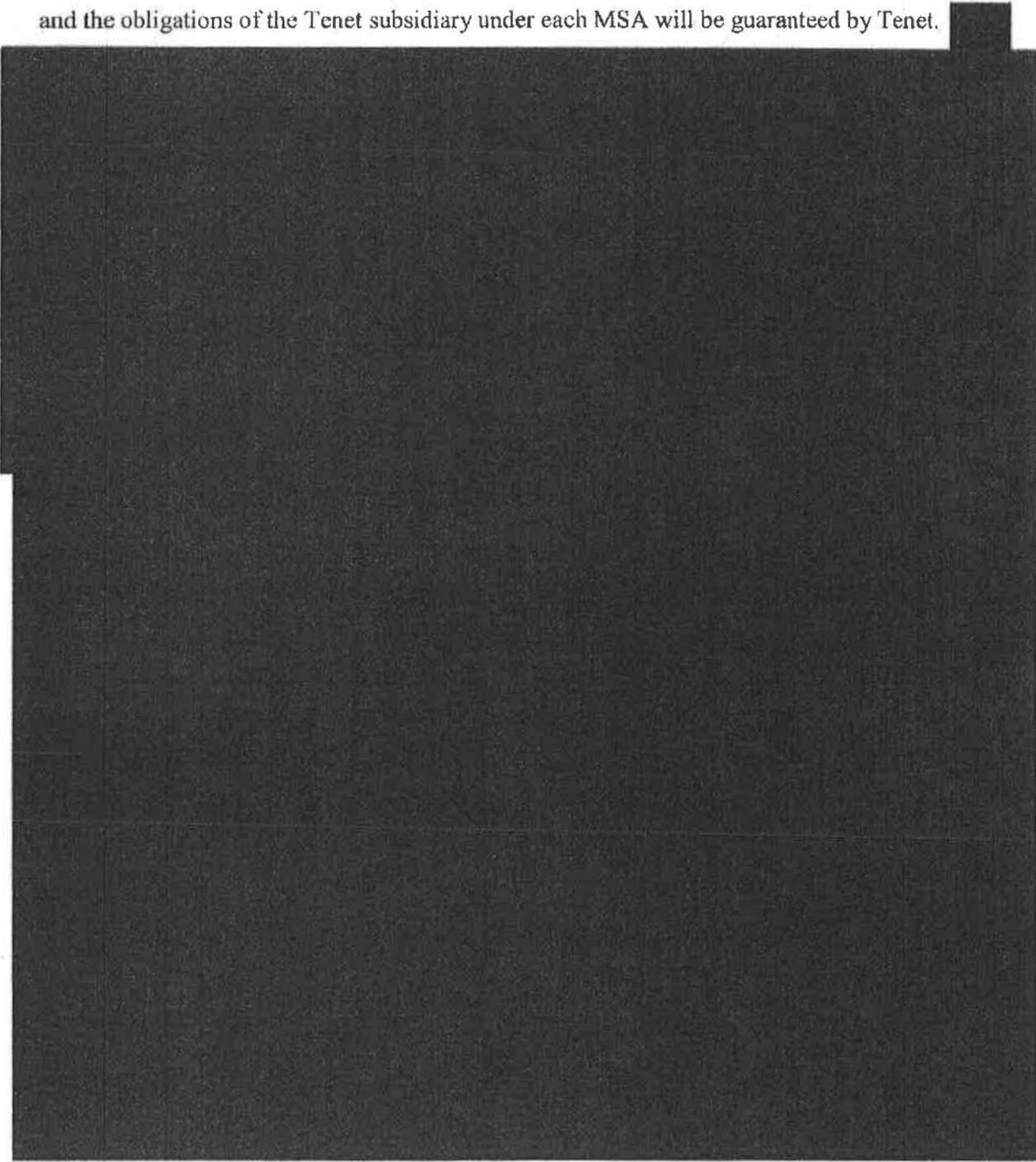


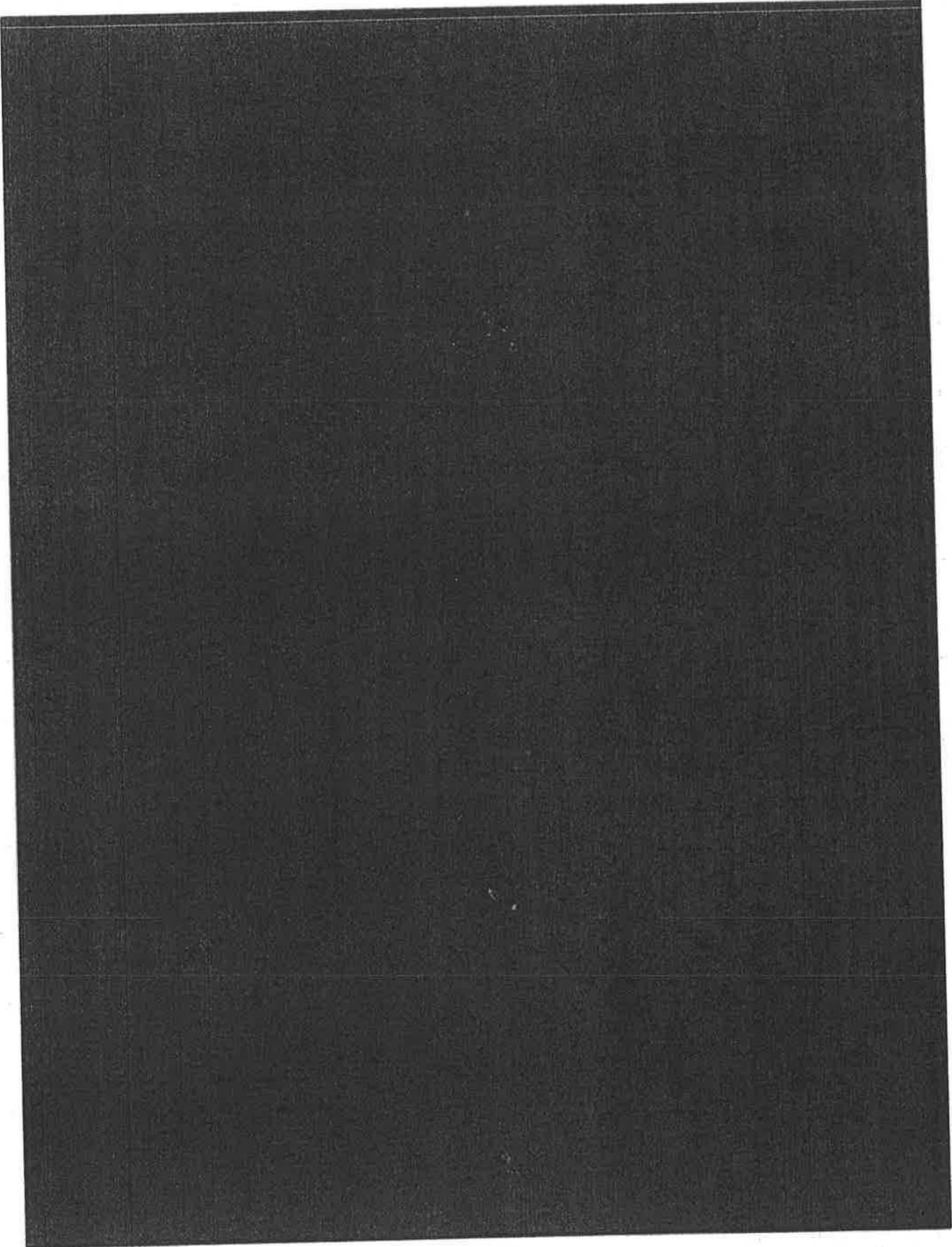


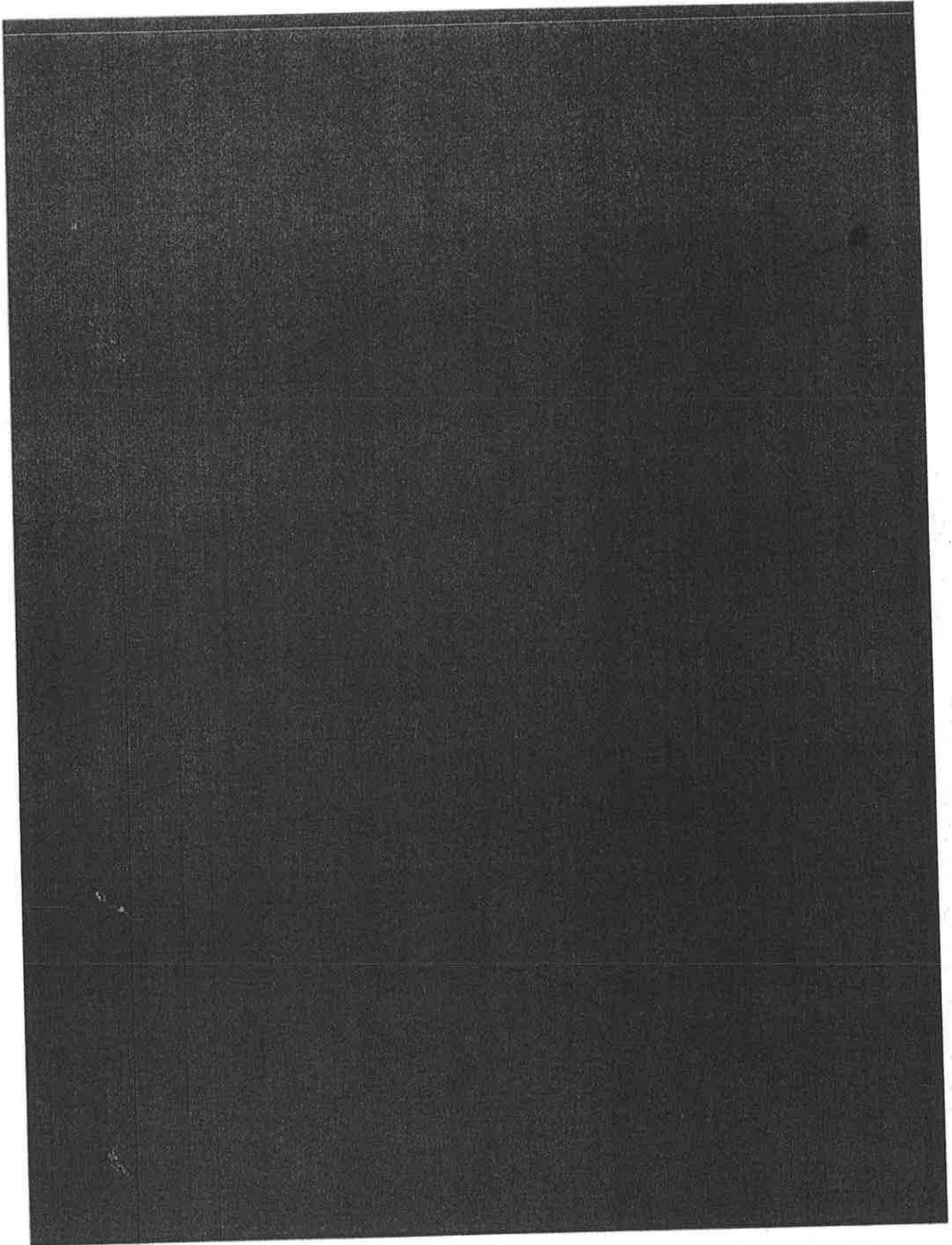
(d) Issuance of Equity Interests. As of the Closing, Regional Provider LLC will be an indirect wholly-owned subsidiary of Tenet. Tenet shall have made certain capital contributions to Regional Provider LLC and will make additional capital contributions to Regional Provider LLC in accordance with the provisions of Section 2.1(b) and Section 2.1(c)(i). In consideration of the license granted by YNHHS to the Regional Provider LLC in accordance with the provisions of Section 2.5(a), at the Closing, the Regional Provider LLC shall issue to YNHHS equity interests of 20% preferred membership interests in the Regional Provider LLC entitling YNHHS to the distributions described in Section 2.1(g) (the “**YNHHS Network Interest**”). As of the Closing, Tenet shall own 80% of the membership interests in the Regional Provider LLC (the “**Tenet Network Interest**”). The Parties’ respective equity interests in the Regional Provider LLC shall remain fixed notwithstanding the amount of the capital contributions made by Tenet to the Regional Provider LLC.

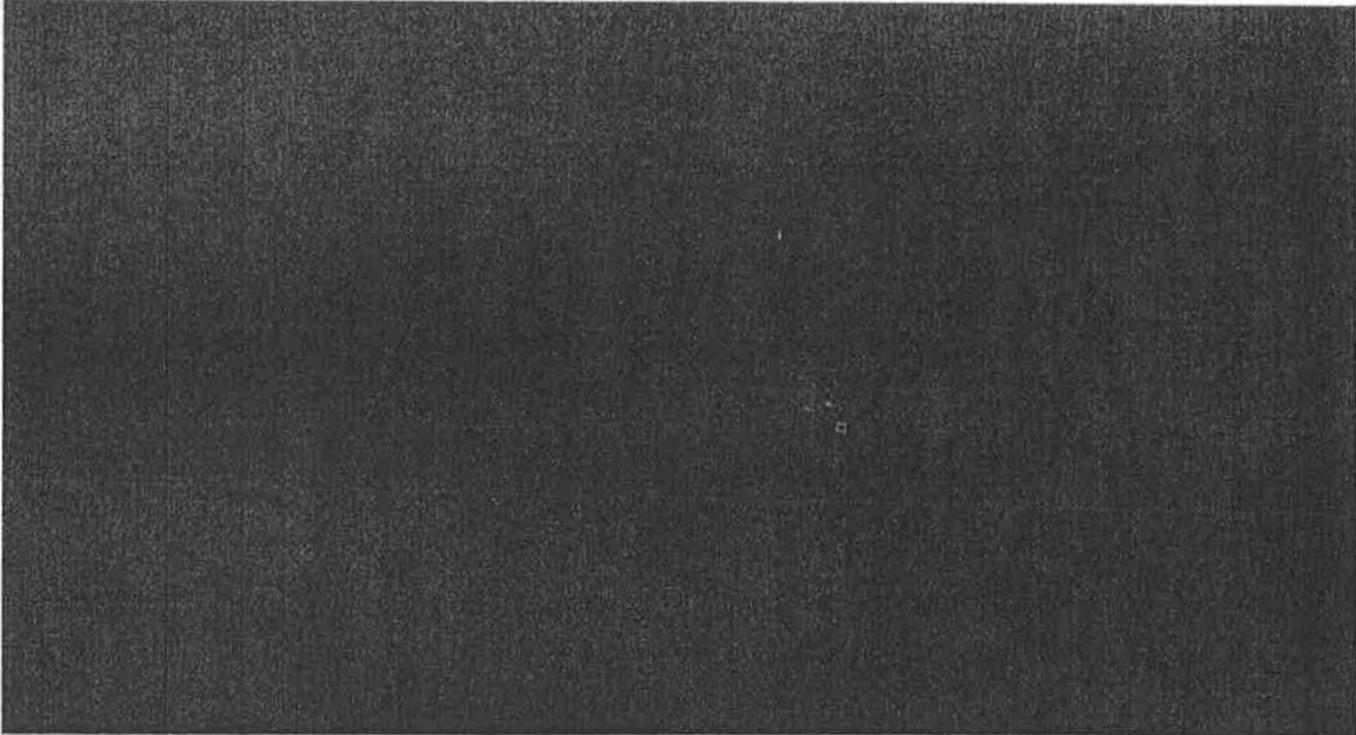
(e) Governance and Management. The Regional Provider LLC shall be governed by a Board of Managers consisting of seven (7) individuals, two (2) of whom shall be appointed by YNHHS and five (5) of whom shall be appointed by Tenet. The Board of

Managers shall exercise all powers and make all decisions customarily made by a board of directors of a Delaware corporation. The day-to-day operations of each RP Subsidiary, for the benefit of its Network Provider(s), shall be managed by a subsidiary of Tenet pursuant to a Management Services Agreement (a "MSA"), which shall be subject to the approval of YNHHS and the obligations of the Tenet subsidiary under each MSA will be guaranteed by Tenet.

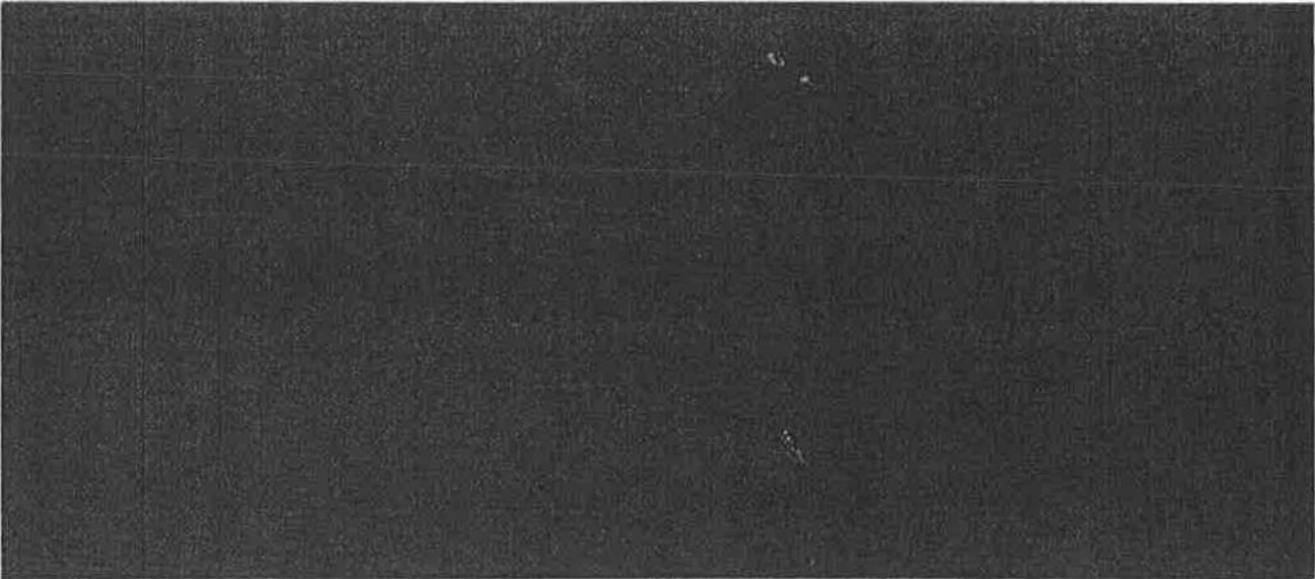


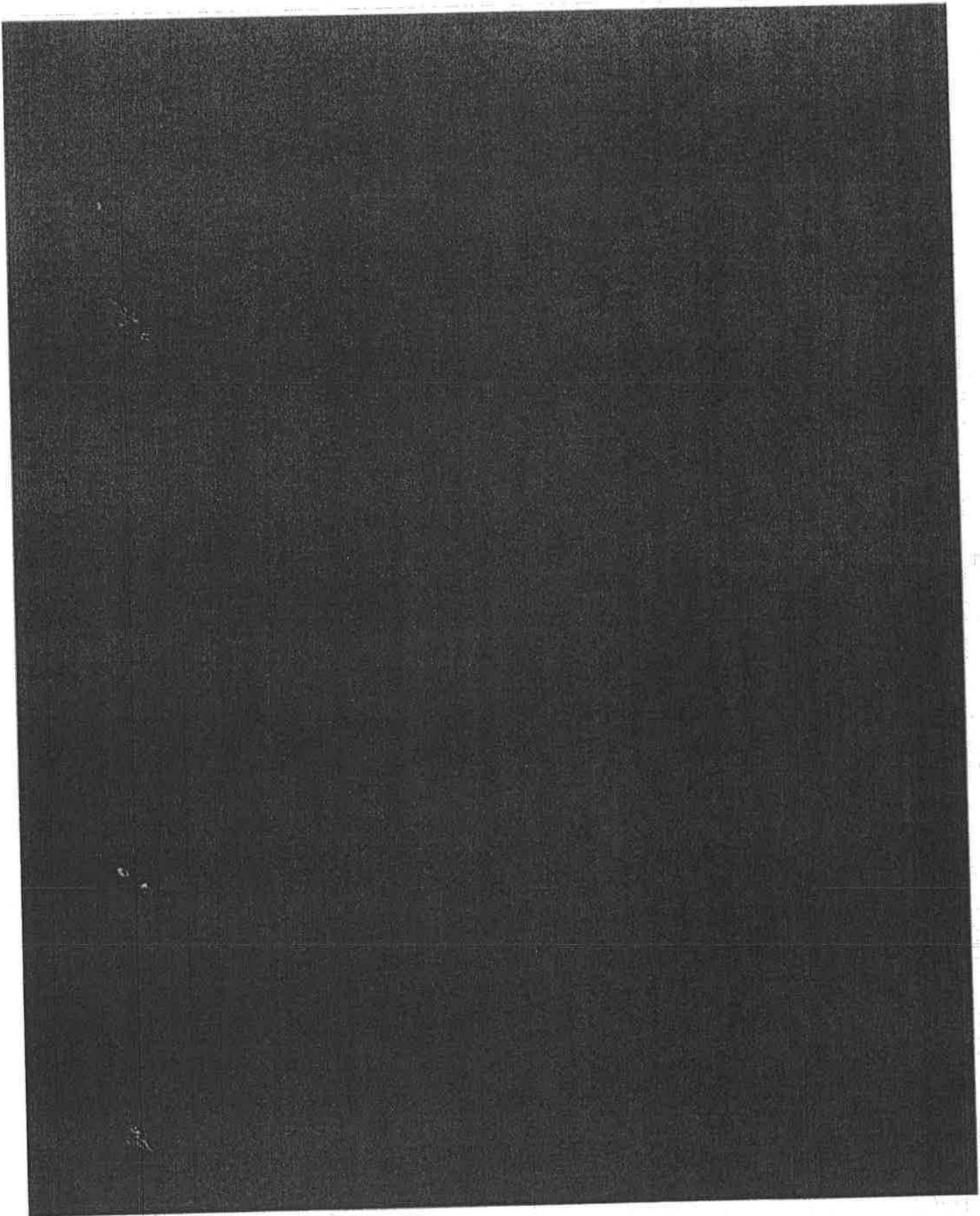


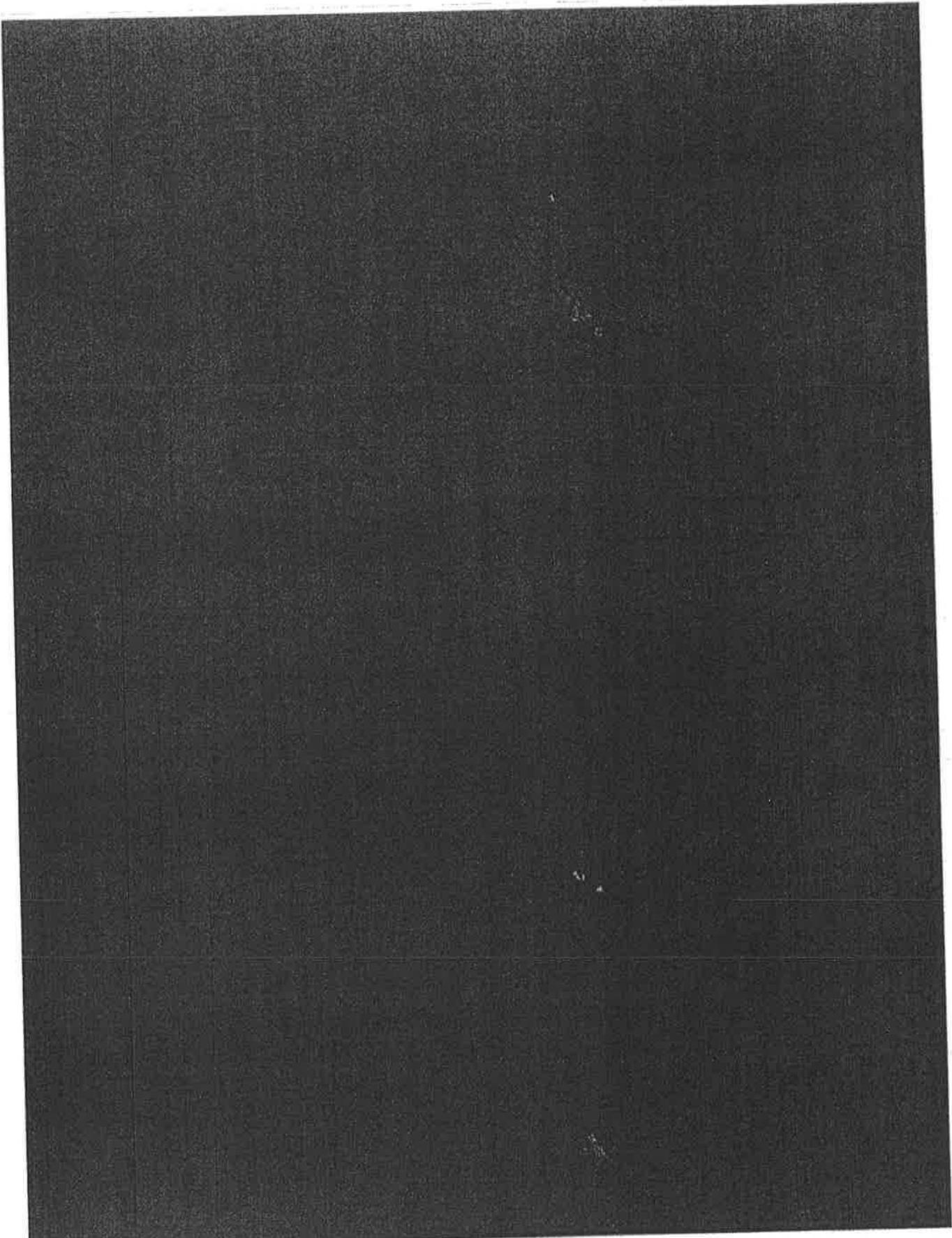


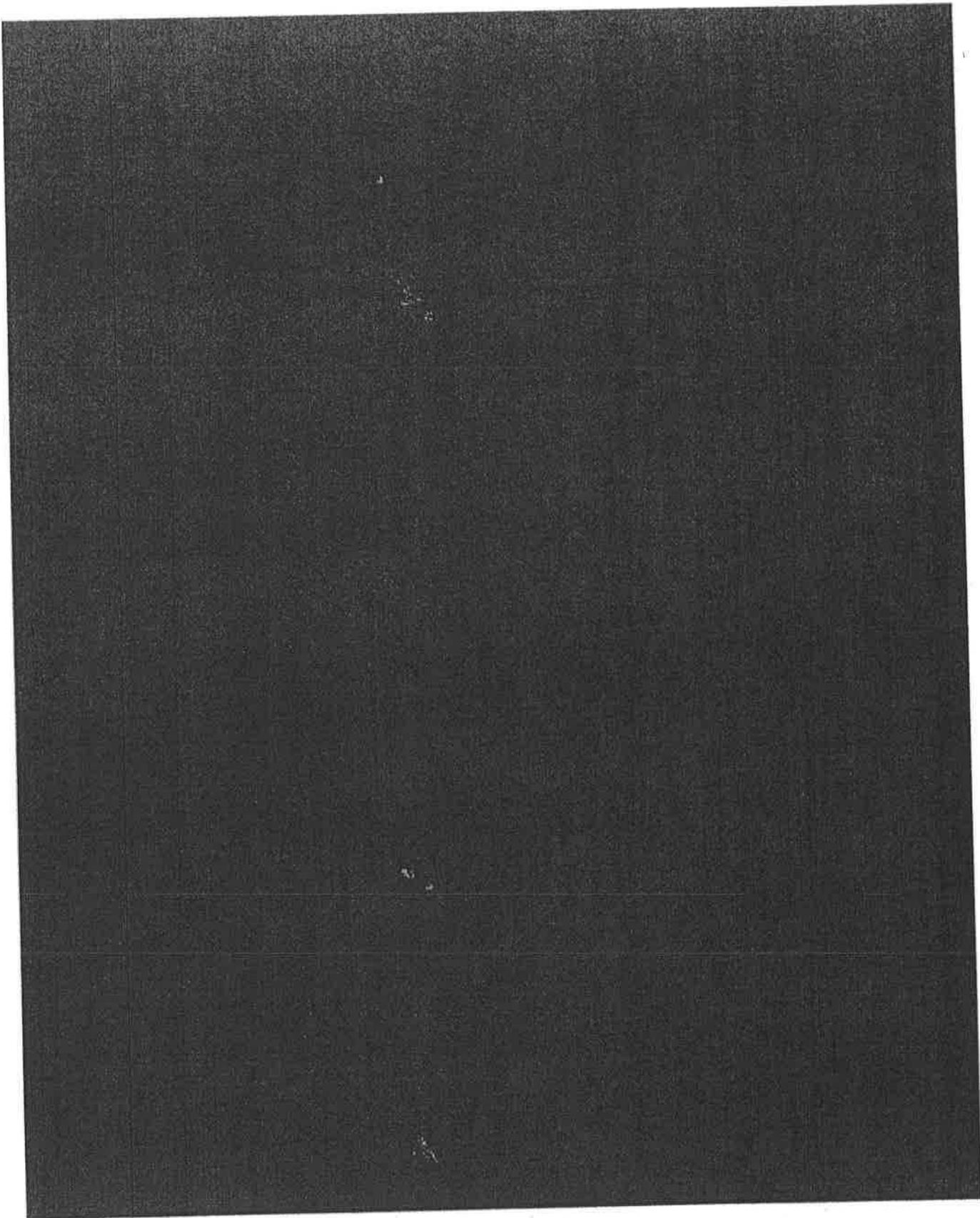


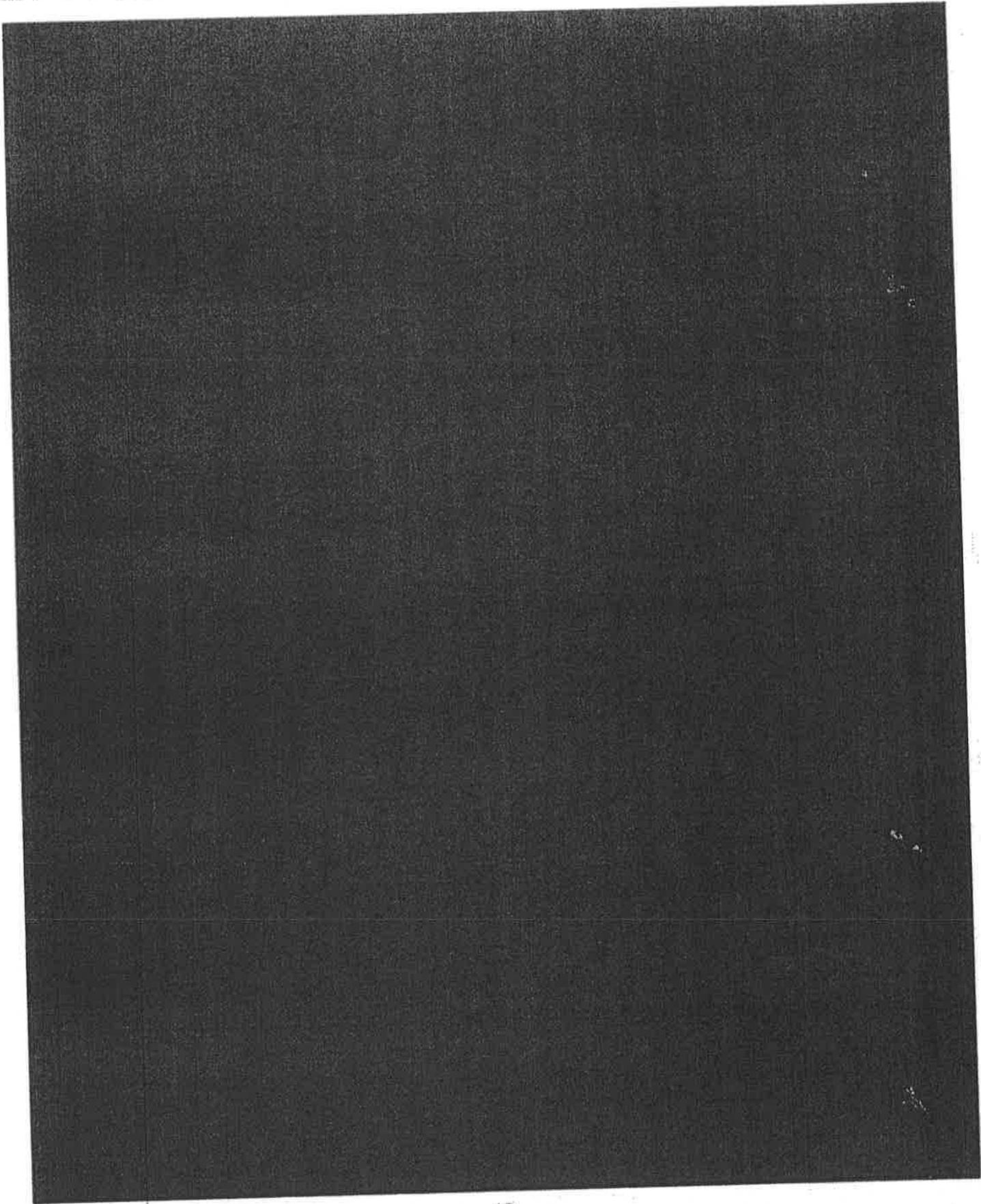
(i) Tenet Corporate Charges. Tenet agrees that it will allocate the Tenet Corporate Charges to each RP Subsidiary on the same basis as it allocates overhead and other corporate charges to healthcare facilities in Tenet's New England market and/or across all of Tenet's healthcare facilities. On an annual basis, Tenet will provide reasonable documentation to YNHHS to enable YNHHS to verify Tenet's compliance with this Section 2.1(j).





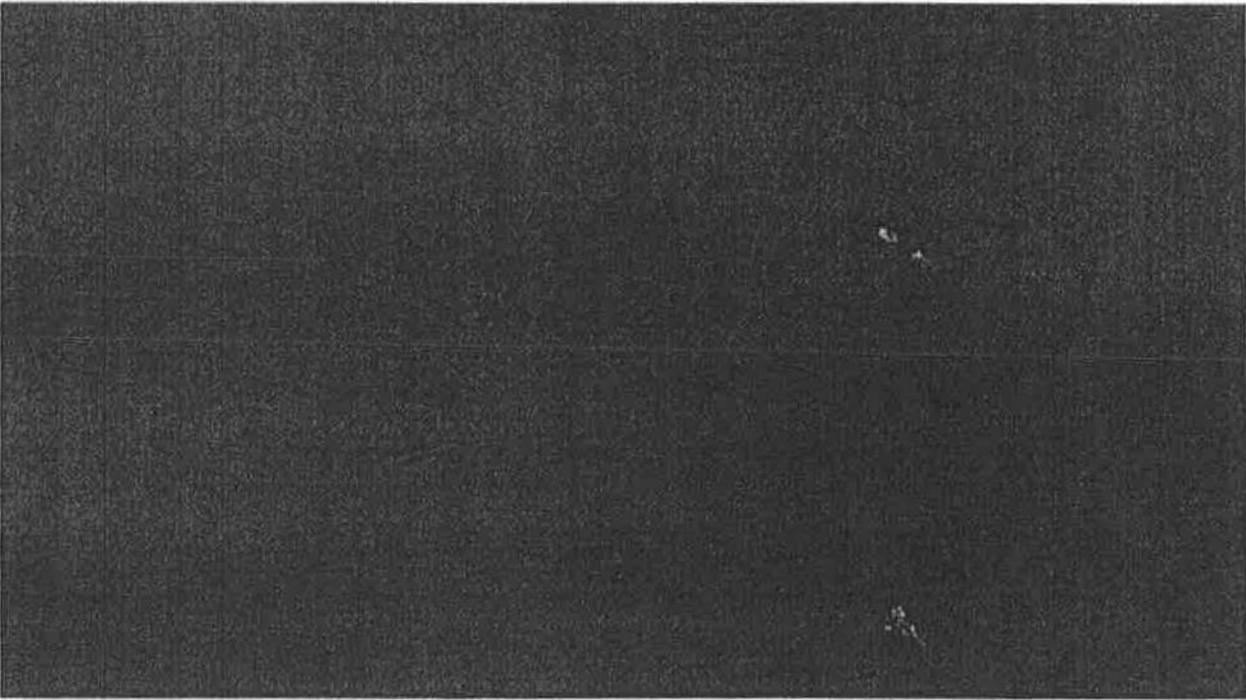


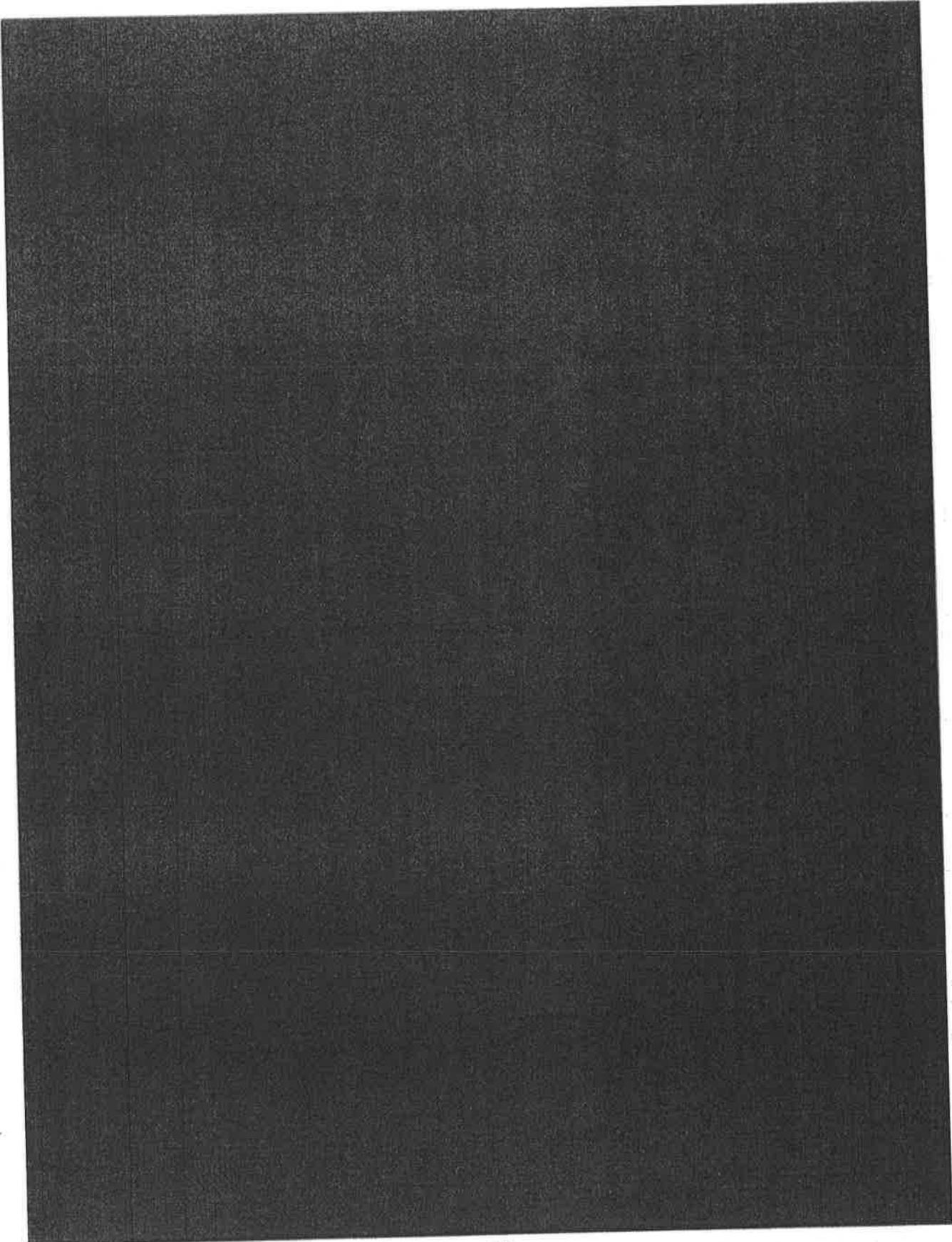




2.5 *Branding.*

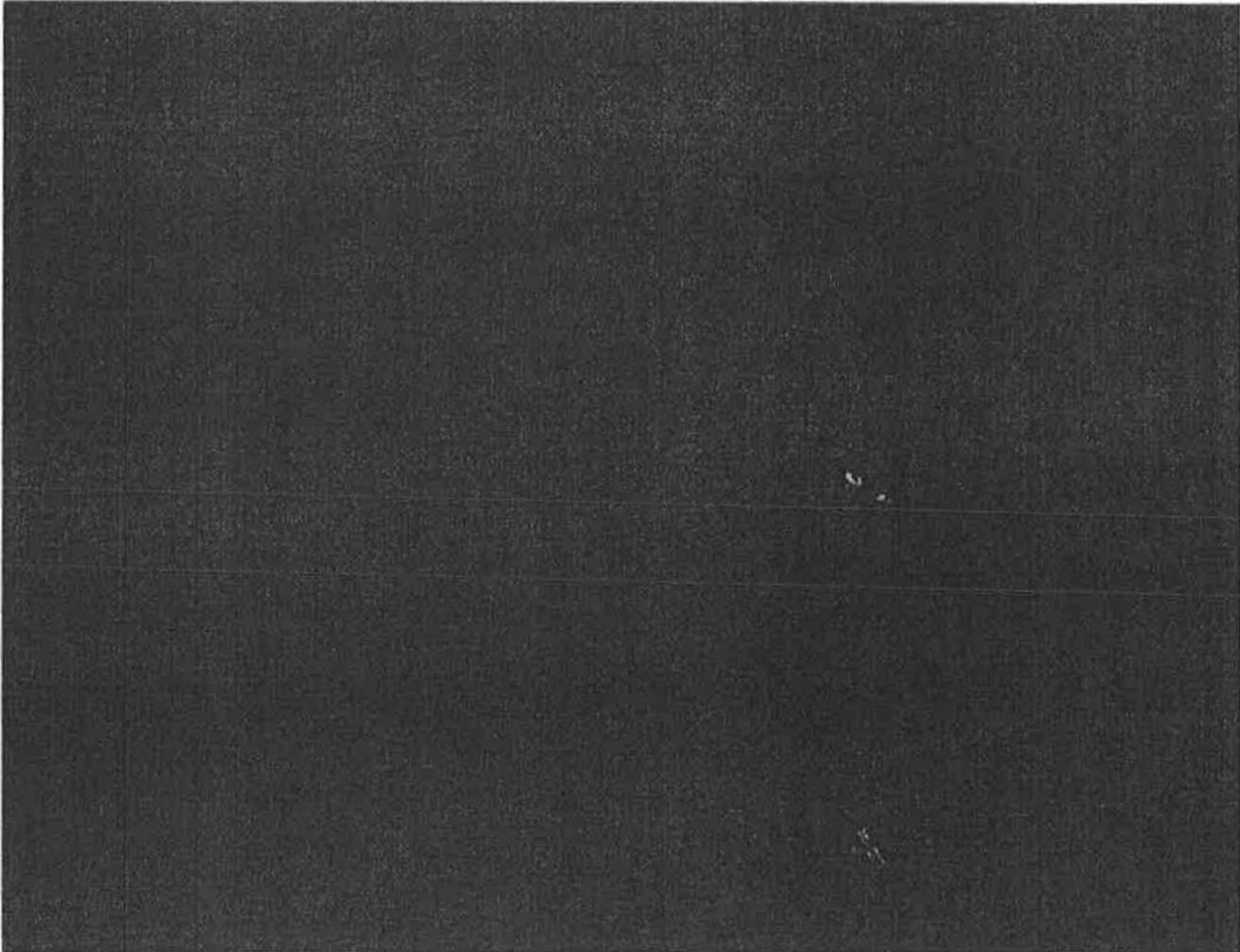
(a) Grant of License by YNHHS to the Regional Provider LLC. In consideration of its receipt of an equity interest in the Regional Provider LLC, at the Closing, YNHHS will enter into a License Agreement (the "**License Agreement**"), to be developed by the Parties prior to the Closing, that provides the Regional Provider LLC with a non-exclusive, non-transferable, non-assignable, royalty-free license to utilize the name "Yale New Haven Health" solely as part of the name "Yale New Haven Health Tenet Community Hospital Network" or a similar name mutually agreed to by the Parties at each of the Network Providers; provided that YNHHS shall have the right to approve the specific circumstances in which such name may be utilized. Each Network Provider's right to continue to utilize said name shall be contingent on such Network Provider meeting the annual quality, service, safety and financial performance metrics to be established by the Parties prior to the Closing and incorporated into the License Agreement. 

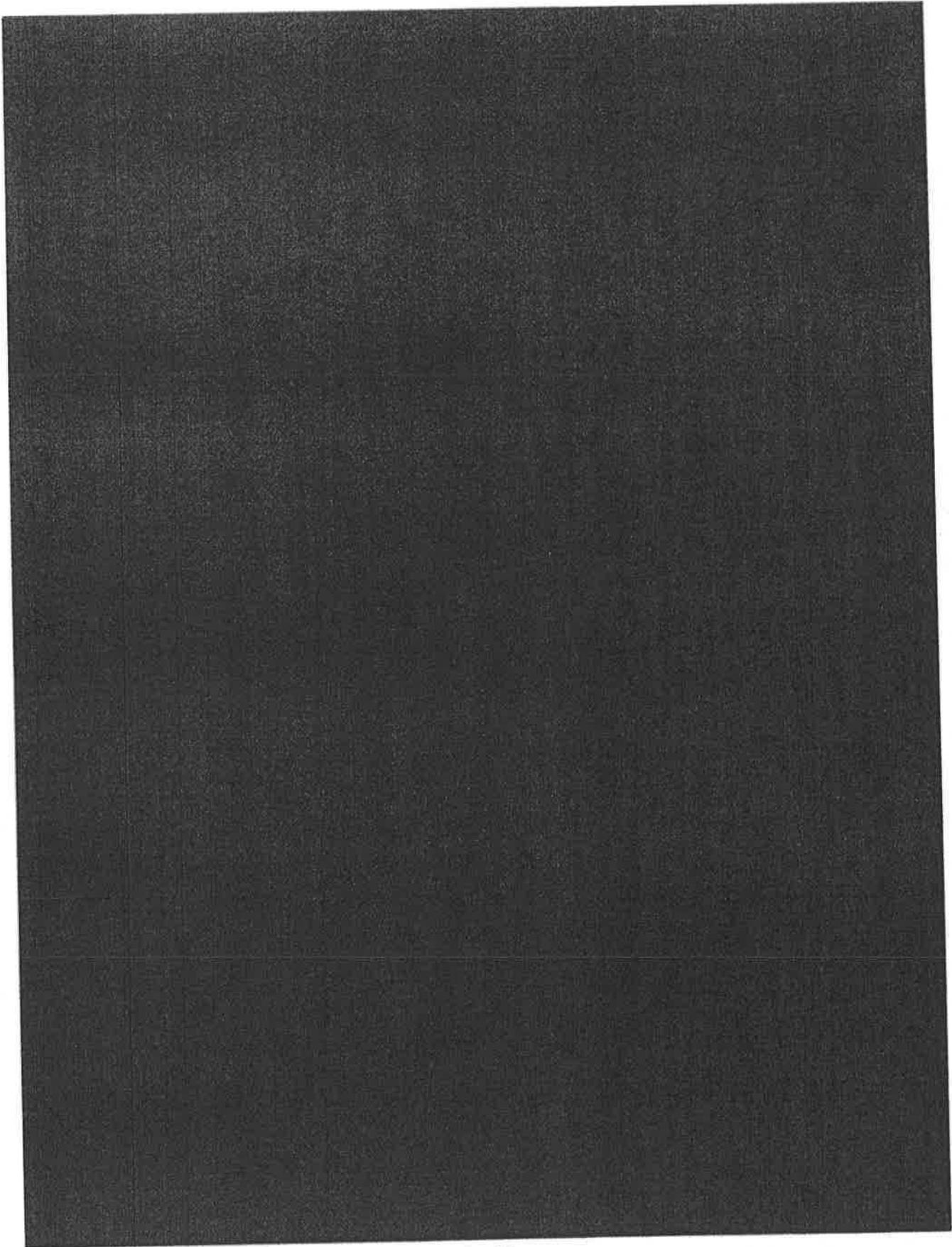


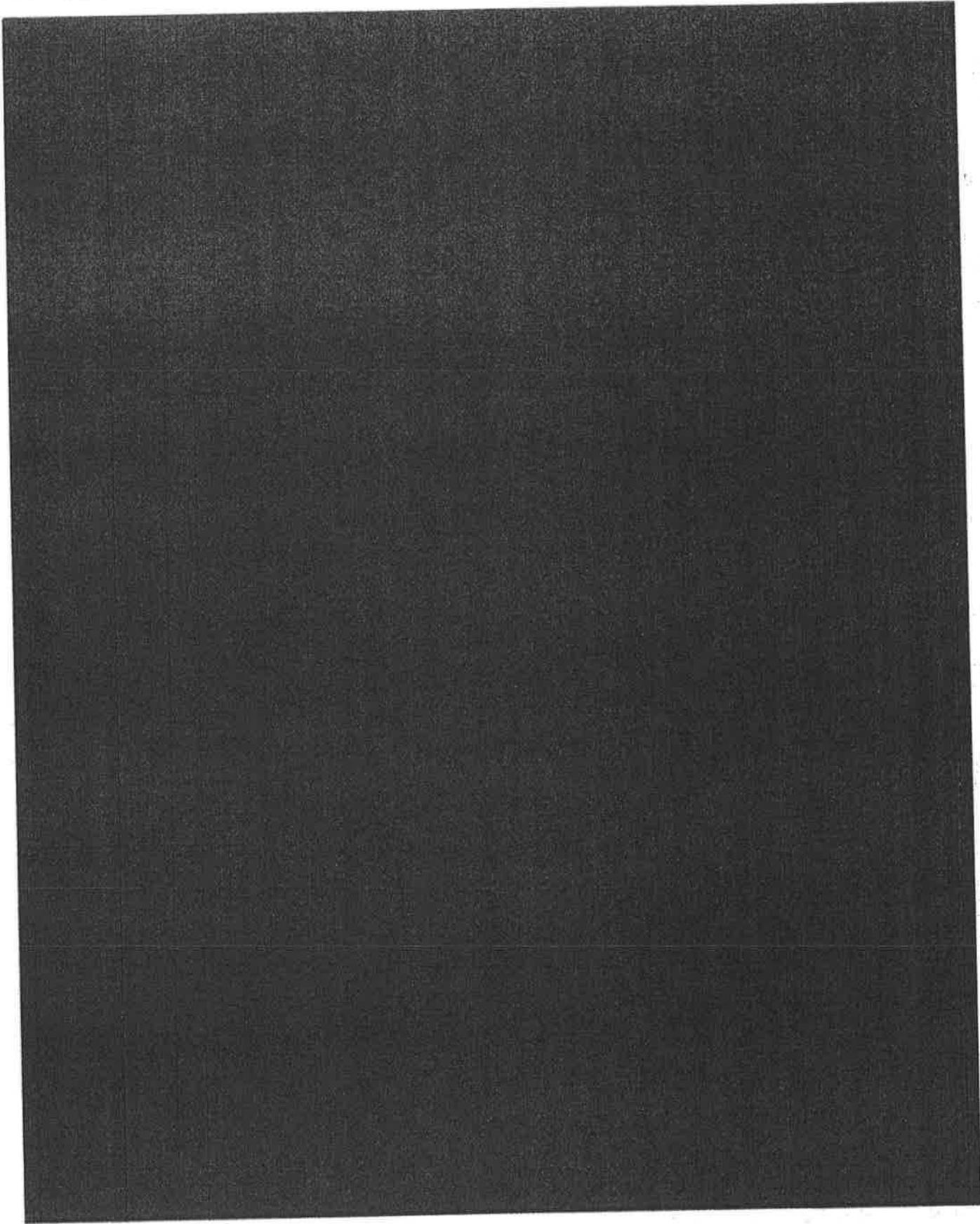


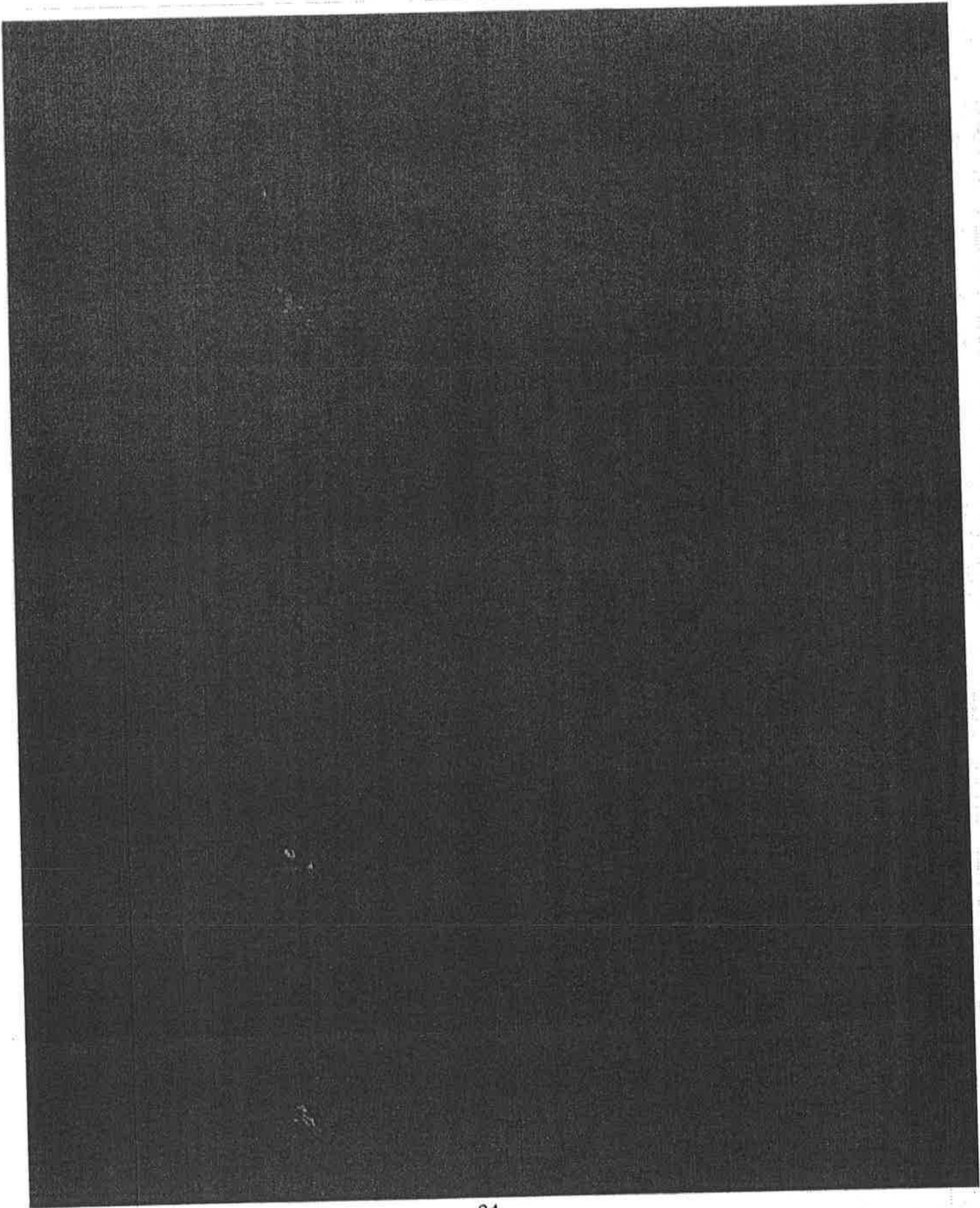


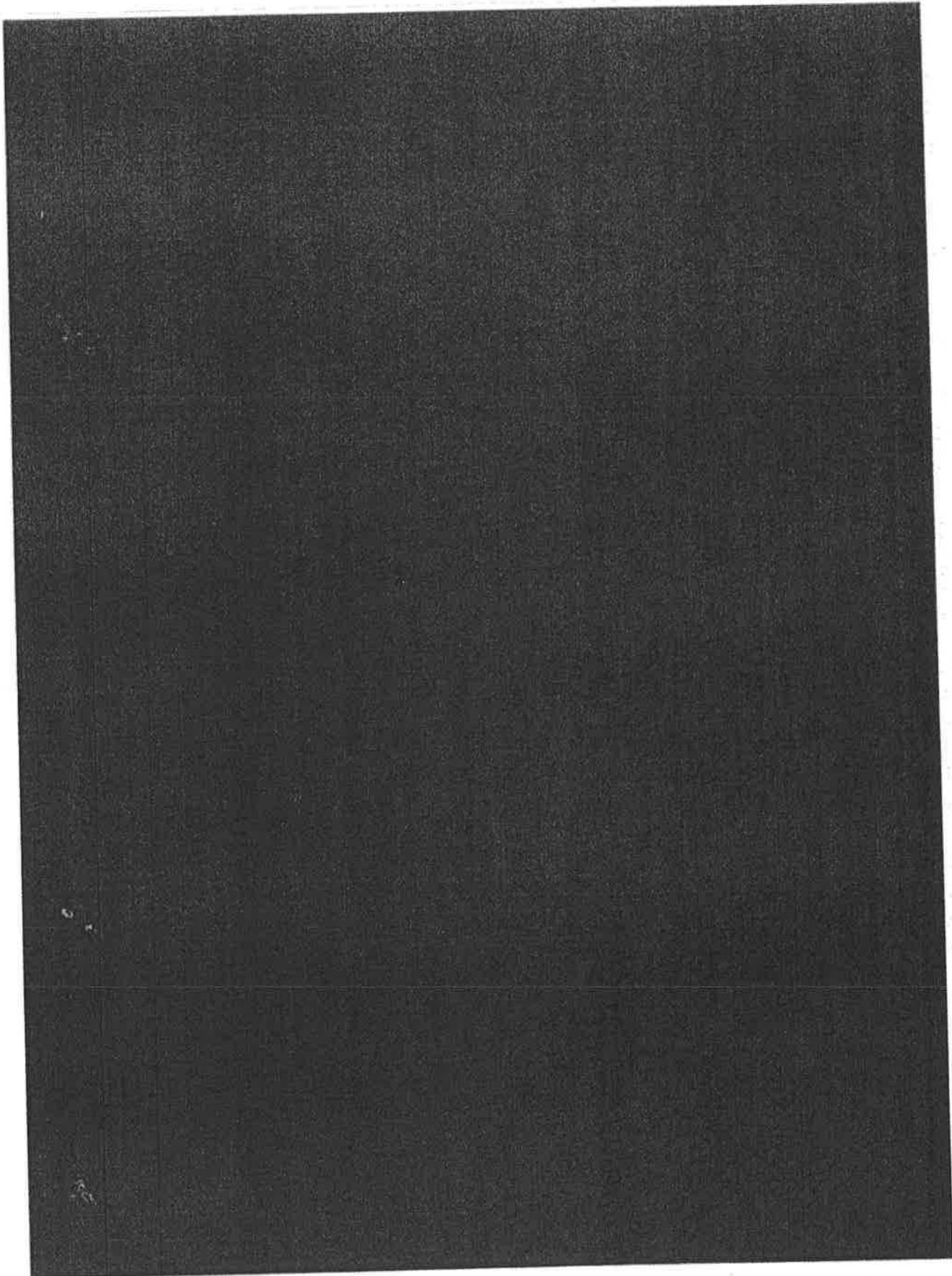
2.6 Regular Meetings Between YNHHS Senior Management and Tenet Senior Management. Senior management of YNHHS and senior management of Tenet shall meet, on a quarterly basis during the term of this Agreement, to discuss the focus of Tenet, nationally and internationally. Unless otherwise agreed by the Parties, such meetings shall be in person, and shall include at least the Vice Chairman of Tenet, and the President and CEO and other officers of YNHHS.







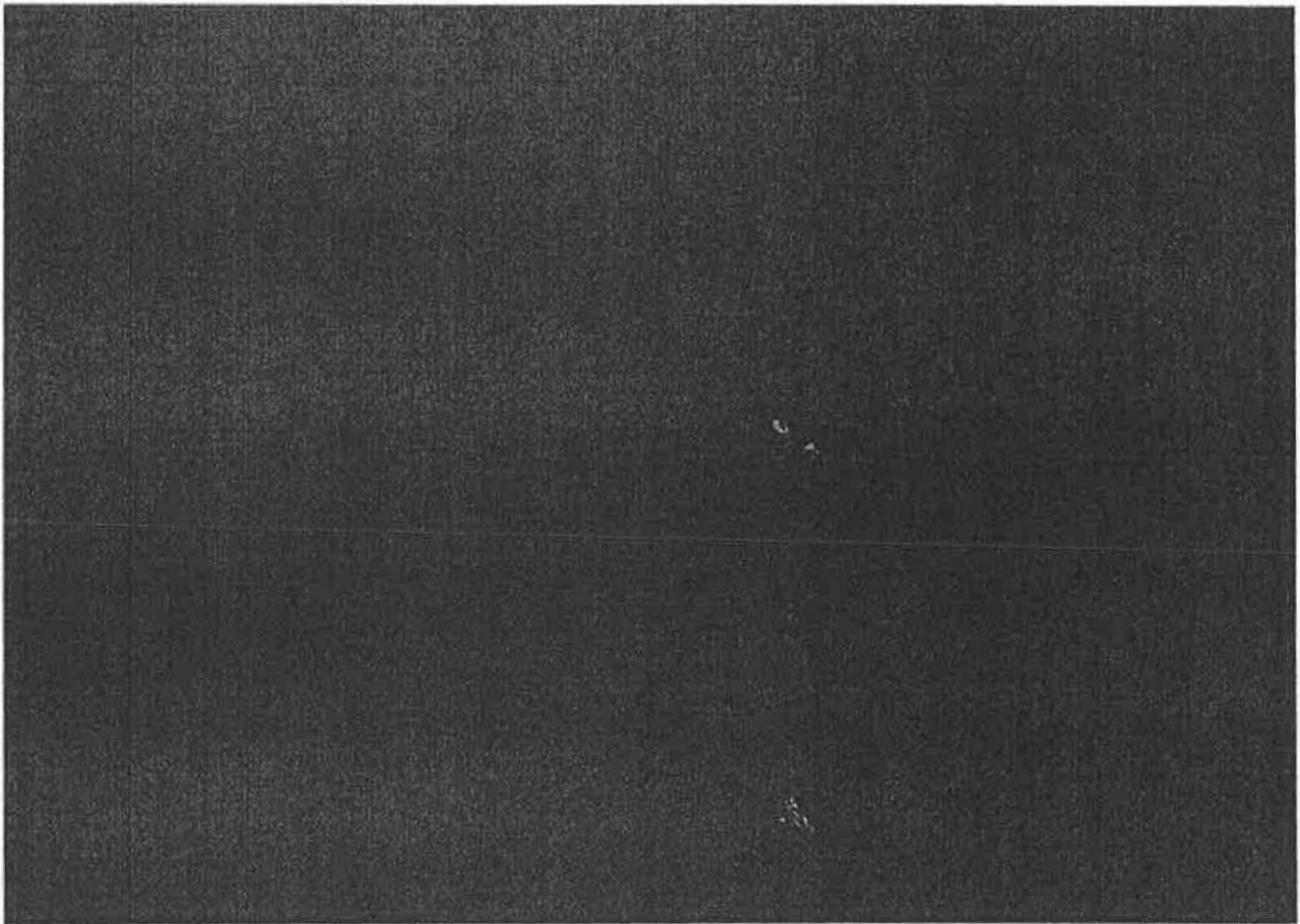


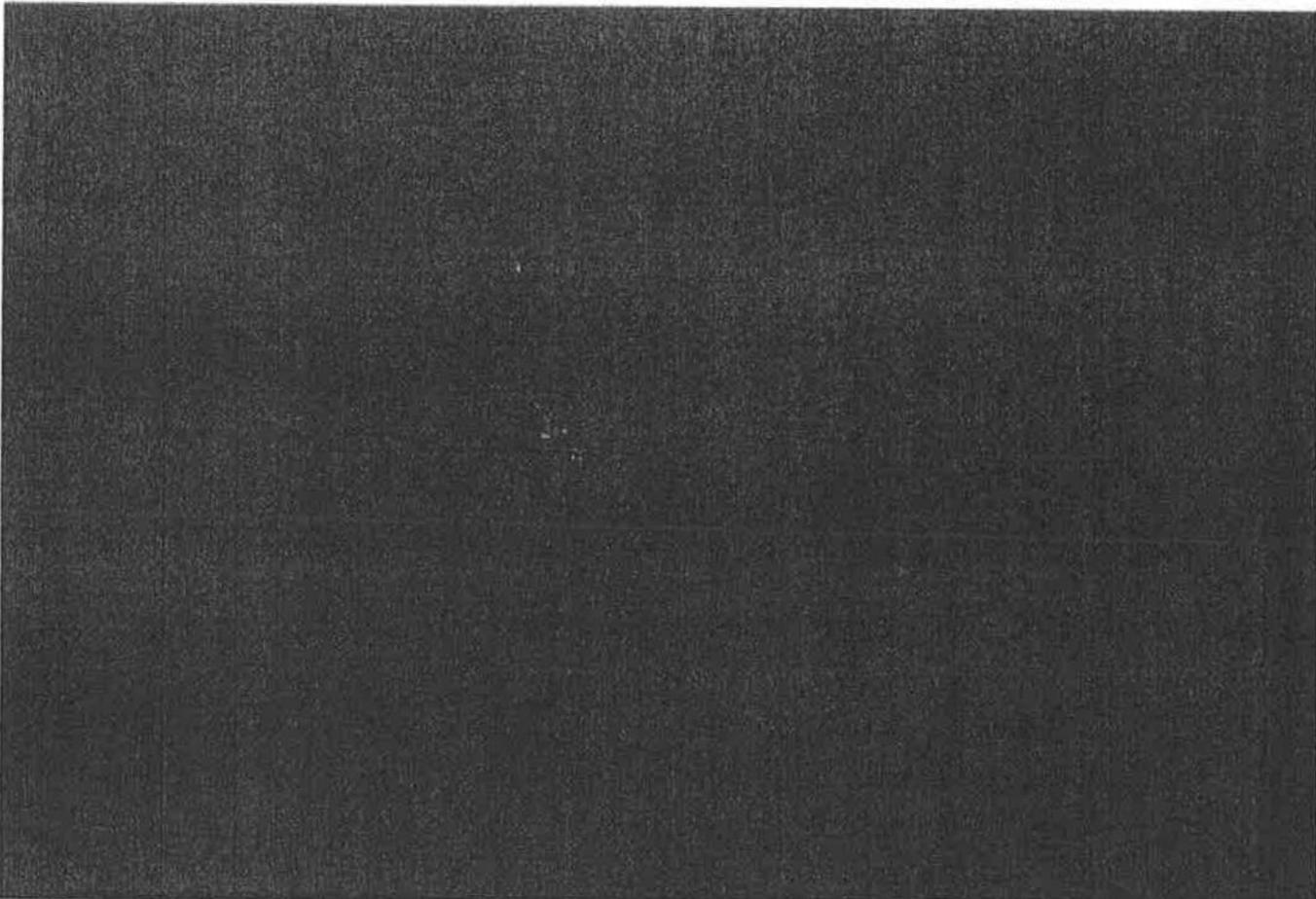


ARTICLE 4

CLOSING

4.1 *Closing.* The consummation of the transactions contemplated by this Agreement (the “**Closing**”) shall take place on such date as is mutually agreed by the Parties, subject to the due satisfaction or written waiver of each of the conditions to the obligations of the Parties set forth in Article 5 of this Agreement, other than those conditions that may only be, or are expressly only required to be, satisfied on the date of the Closing (the “**Closing Date**”). For accounting and financial purposes, the transactions contemplated by this Agreement shall be effective as of 12:01 a.m. of the day following the Closing, unless otherwise agreed in writing by the Parties.





ARTICLE 5

CONDITIONS TO CLOSING

5.1 **General Conditions.** The obligations of the Parties to consummate the transactions contemplated by this Agreement are conditioned upon satisfaction of the following conditions:

(a) **Regulatory Approvals.** All filings with or approvals of any Governmental Authority required for consummation of the transactions consummated by this Agreement shall have been made or obtained.

(b) **Litigation or Proceedings.** No suit, action, proceeding or investigation (whether at law or in equity) ("**Litigation or Proceedings**") before a court or any other

Governmental Authority seeking to materially restrain or prohibit the transactions contemplated hereby shall be pending or threatened, and no injunction, judgment, order, decree, statute, law, rule or regulation that restrains or prohibits the transactions contemplated hereby shall have been issued, enacted or promulgated by a court or any other Governmental Authority.

(c) *Agreement on Article 4 Items.* The Parties shall have agreed on the form, terms and conditions of each item and document described in Section 4.2.

5.2 *Additional Conditions Precedent to Obligations of YNHHS.* The obligations of YNHHS to consummate the transactions contemplated by this Agreement are further subject to the satisfaction or written waiver, on or prior to the Closing Date, of the following conditions:

(a) *Representations/Warranties.* The representations and warranties of Tenet contained in this Agreement shall be true in all material respects on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (other than representations and warranties made as of a specified date which shall speak as of such specific date).

(b) *Covenants.* Each covenant contained in this Agreement to be complied with or performed by Tenet on or before the Closing Date pursuant to the terms hereof shall have been complied with and performed in all material respects.

(c) *Officer's Certificate.* YNHHS shall have received from Tenet an officer's certificate, executed on behalf of Tenet by an executive officer, dated as of the Closing Date, stating, to the actual knowledge of such individual in the performance of his/her duties as an executive officer, that the conditions in Sections 5.2(a) and (b) have been satisfied.

(d) *No Material Adverse Effect.* Since the Effective Date, no event, occurrence, fact, condition, change, development or effect shall have occurred that, individually or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect with respect to Tenet.

5.3 *Additional Conditions Precedent to Obligations of Tenet.* The obligations of Tenet to consummate the transactions contemplated by this Agreement are further subject to the satisfaction or written waiver, on or prior to the Closing Date, of the following conditions:

(a) *Representations/Warranties.* The representations and warranties of YNHHS contained in this Agreement shall be true in all material respects on and as of the Closing Date as though such representations and warranties had been made on and as of the Closing Date (other than representations and warranties made as of a specified date which shall speak as of such specific date).

(b) *Covenants.* Each covenant contained in this Agreement to be complied with or performed by YNHHS on or before the Closing Date pursuant to the terms hereof shall have been complied with and performed in all material respects.

(c) *Officer's Certificate.* Tenet shall have received from YNHHS an officer's certificate, executed on behalf of YNHHS by an executive officer, dated as of the Closing Date, stating, to the actual knowledge of such individual in the performance of his/her duties as an executive officer, that the conditions in Section 5.3(a) and (b) have been satisfied.

(d) *No Material Adverse Effect.* Since the Effective Date, no event, occurrence, fact, condition, change, development or effect shall have occurred that, individually

or in the aggregate, has had, or would reasonably be expected to have, a Material Adverse Effect with respect to YNHHS.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 *Representations and Warranties of YNHHS.* As an inducement to Tenet to enter into this Agreement and consummate the transactions contemplated herein, YNHHS represents and warrants to Tenet as follows:

(a) *Organization; Authority.* YNHHS is a nonstock corporation duly formed, validly existing and in good standing under the laws of the State of Connecticut and has the requisite power and authority to conduct its business as now being conducted. YNHHS is duly qualified or licensed and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. YNHHS has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby by YNHHS, have been duly and validly authorized by all necessary corporate action on the part of YNHHS, and no other corporate proceedings on the part of YNHHS are necessary for it to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by YNHHS and, assuming due authorization, execution and delivery by Tenet, constitutes a legal, valid and binding obligation of YNHHS, enforceable against YNHHS in accordance with its terms.

(b) *Compliance with Law; Absence of Conflicts.* The execution, delivery and performance of this Agreement and the other documents contemplated herein by YNHHS and the consummation of the transactions contemplated hereunder and thereunder (a) do not constitute a violation on the part of YNHHS of any applicable law and (b) do not conflict with, or result in a breach on the part of YNHHS of or a default on the part of YNHHS under (with or without notice or lapse of time, or both), any material contract, lease or other agreement to which YNHHS is a party or by which YNHHS is bound or subject.

6.2 *Representations and Warranties of Tenet.* As an inducement to YNHHS to enter into this Agreement and consummate the transactions contemplated herein, Tenet represents and warrants to YNHHS as follows:

(a) *Organization; Authority.* Tenet is a corporation duly formed, validly existing and in good standing under the laws of the State of Nevada and has the requisite power and authority to conduct its business as now being conducted. Tenet is duly qualified or licensed and has all requisite power and authority to own, lease and operate its properties and to carry on its business as now being conducted in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification or licensing necessary. Tenet has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement, and the consummation of the transactions contemplated hereby by Tenet, have been duly and validly authorized by all necessary corporate action on the part of Tenet, and no other corporate proceedings on the part of Tenet are necessary for it to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Tenet and, assuming due authorization, execution and delivery by

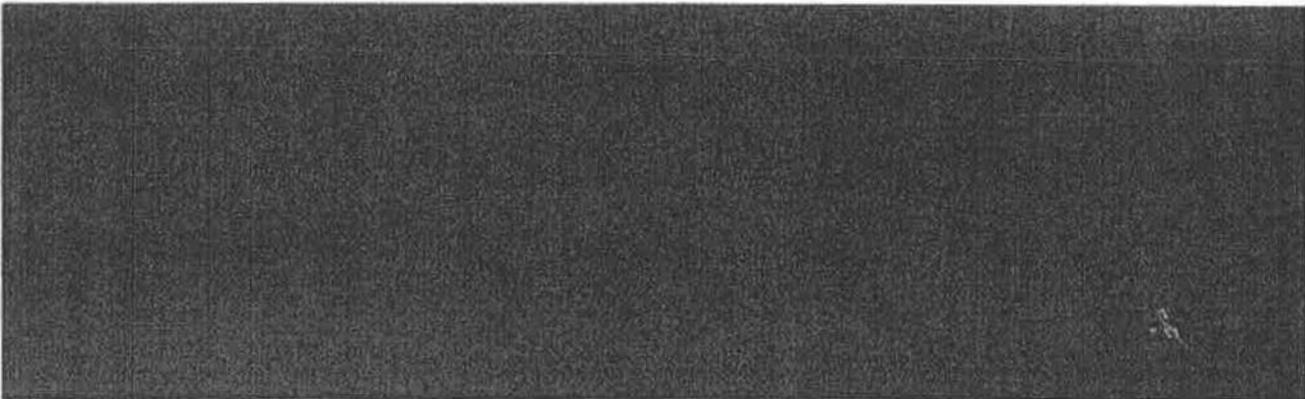
YNHHS, constitutes a legal, valid and binding obligation of Tenet, enforceable against Tenet in accordance with its terms.

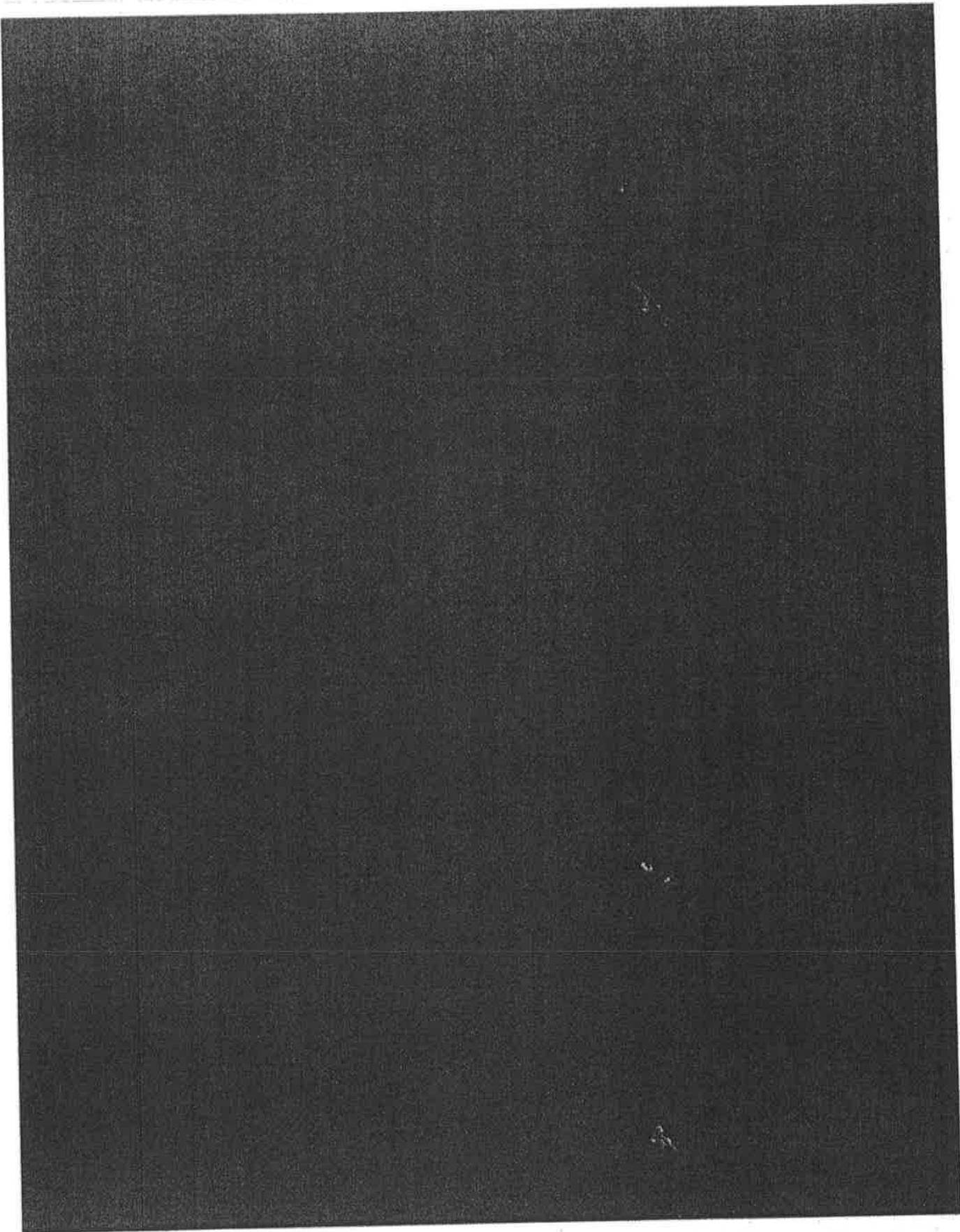
(b) *Compliance with Law; Absence of Conflicts.* The execution, delivery and performance of this Agreement and the other documents contemplated herein by Tenet, and the consummation of the transactions contemplated hereunder and thereunder (a) do not constitute a violation on the part of Tenet of any applicable law and (b) do not conflict with, or result in a breach on the part of Tenet of or a default on the part of Tenet under (with or without notice or lapse of time, or both), any material contract, lease or other agreement to which Tenet is a party or by which Tenet is bound or subject.

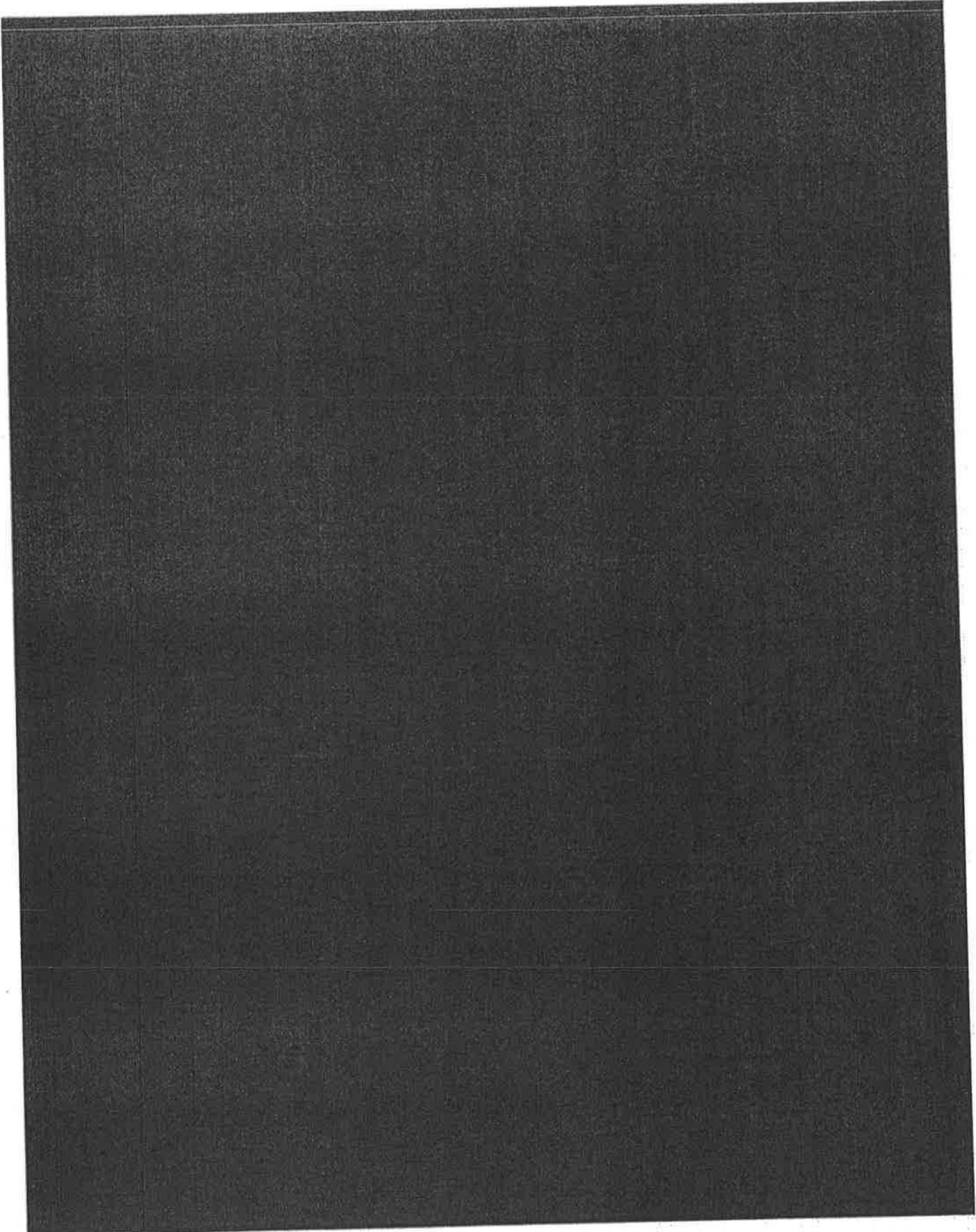
ARTICLE 7

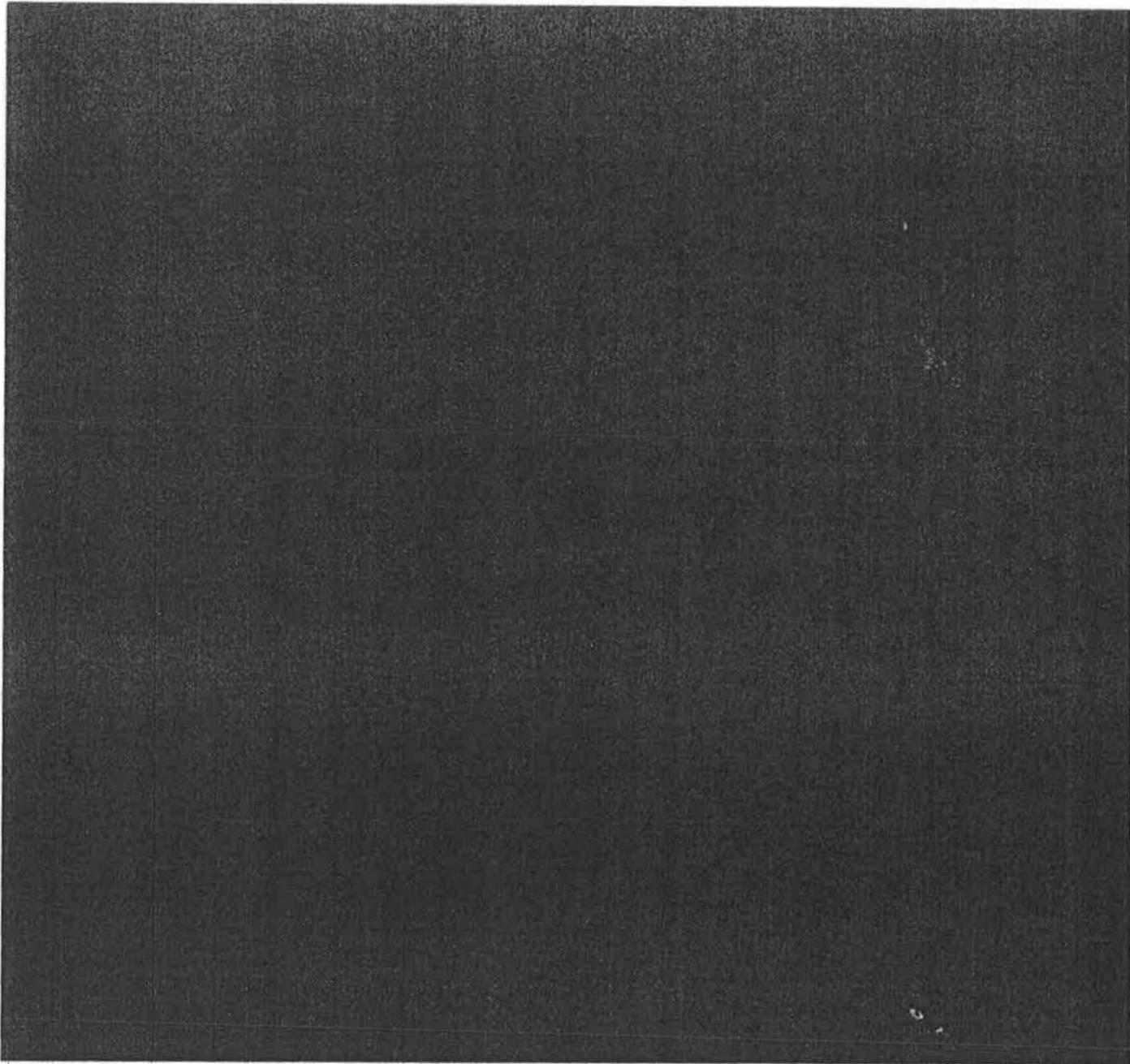
COVENANTS OF THE PARTIES

7.1 *Efforts and Actions.* Each of the Parties shall use commercially reasonable efforts, from the date hereof and through the Closing, to take all actions necessary to fulfill its obligations under this Agreement and to effectuate the purposes of this Agreement, provided that no Party shall be obligated to agree to any terms and conditions of any item or agreement described in Section 4.2 that is not specified in this Agreement.









ARTICLE 8

TERMINATION

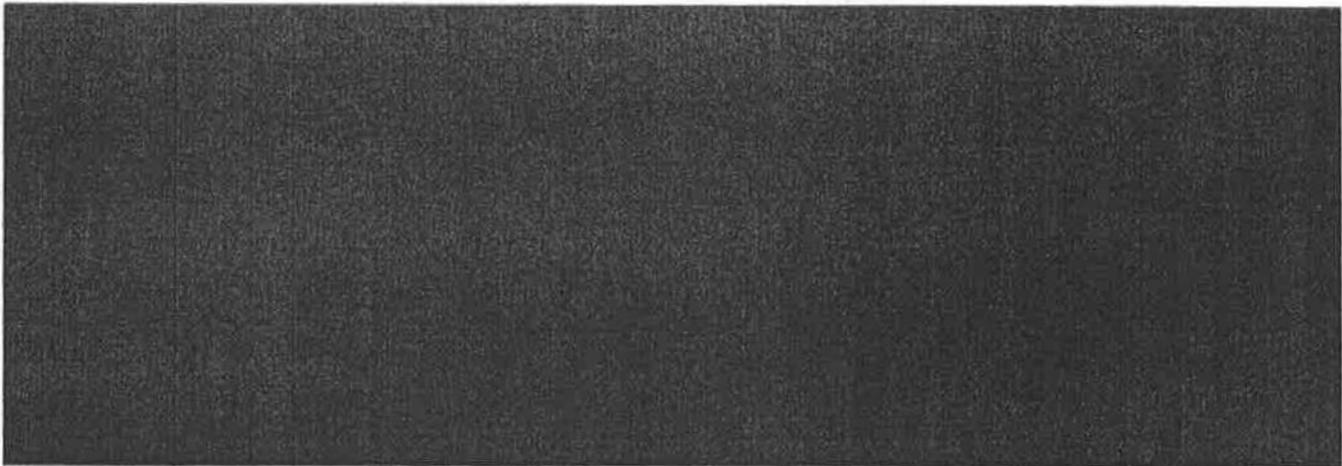
8.1 *Termination.*

(a) This Agreement may be terminated by the mutual written consent of the

Parties.

(b) This Agreement may be terminated by either Party if the Closing shall not have occurred on or before December 31, 2014 or such later date as mutually agreed upon by the Parties, other than as a result of any breach of any provision of this Agreement by the Party seeking termination.

(c) This Agreement may be terminated by either Party prior to Closing, upon an injunction issued by a court of competent jurisdiction preventing the consummation of the transactions contemplated by the Agreement.



ARTICLE 9

MISCELLANEOUS.

9.1 *Choice of Law.* THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CONNECTICUT, REGARDLESS OF LAWS THAT MIGHT OTHERWISE GOVERN UNDER APPLICABLE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

9.2 *Assignment.* This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns, including any successor

by merger or consolidation and any person or group of affiliated persons that acquires, in one transaction or a series of related transactions, all or substantially all of the assets of a Party, or equity interests of a Party giving the acquirer(s) the right to appoint a majority of the members of the board of directors of such Party. No Party may assign, delegate or otherwise transfer its rights and obligations under this Agreement without the consent of the other Party, except Tenet may assign its rights and obligations under this Agreement to one of its Affiliates (with the understanding that no such assignment shall release Tenet from any of its obligations under this Agreement).

9.3 *Notice.* Any notice, demand or communication required, permitted or desired to be given hereunder shall be in writing and deemed effectively given when personally delivered in hand, or when received if sent by a nationally recognized overnight delivery service, addressed as follows:

YNHHS:

Yale-New Haven Health Services Corporation

789 Howard Avenue

New Haven, CT 06519

Attn: President and Chief Executive Officer

with a copy to (which shall not constitute notice):

Yale-New Haven Hospital/Yale New Haven Health System

789 Howard Ave., CB 230

New Haven, CT 06519

Attn: Senior Vice President and General Counsel

Tenet:

Keith B. Pitts

Vice Chairman

Tenet Healthcare Corporation

1445 Ross Avenue, Suite 1400

Dallas, TX 75202

with a copy to (which shall not constitute notice):

Tenet Healthcare Corporation

1445 Ross Avenue, Suite 1400

Dallas, TX 75202

Attention: General Counsel

or to such other address, and to the attention of such other person or officer, as any Party may designate. Receipt of a courtesy copy shall not be necessary in order for the notice, demand or communication to be deemed to have been effectively given.

9.4 **Severability.** In the event any term or other provision of this Agreement is held by any court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason and in any respect, such invalidity, illegality or unenforceability shall in no event

affect, prejudice or disturb the validity of the remainder of this Agreement, which shall be and remain in full force and effect, and enforceable in accordance with its terms so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adversely to any Party.

9.5 ***Gender, Number and Inferences.*** Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine and neuter, and the number of all words herein shall include the singular and plural. Inasmuch as this Agreement is the result of negotiations between sophisticated parties of equal bargaining power represented by counsel, no inference in favor of, or against, any Party shall be drawn from the fact that any portion of this Agreement has been drafted by or on behalf of such Party.

9.6 ***Divisions and Headings.*** The division of this Agreement into articles and sections and the use of captions and headings in connection therewith are solely for convenience and shall have no legal effect in construing the provisions of this Agreement.

9.7 ***No Third Party Beneficiaries.*** The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third party beneficiary rights upon any other person or entity, including, but not limited to, any current or former employee of any Party or any labor organization representing any Party's current or former employees, except that YSOM shall be deemed a third party beneficiary for purposes of Section 2.2.

9.8 ***Entire Agreement.*** Unless the context clearly otherwise requires, as used herein, the term "Agreement" means this Agreement and any Exhibits hereto. This Agreement

constitutes the entire agreement existing between the Parties with respect the subject matter hereof, and no Party shall be entitled to benefits other than those specified herein. As between the Parties, no oral statement or prior written material not specifically incorporated herein shall be of any force and effect. The Parties specifically acknowledge that in entering into this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others. This Agreement may be amended, supplemented or modified only by an agreement in writing signed by each of the Parties hereto.

9.9 **Counterparts.** This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument. The transmission of a copy of an executed signature page hereof by facsimile or by portable document (.pdf) format shall have the same effect as the delivery of a manually executed counterpart hereof.

9.10 **Amendment.** This Agreement may not be amended or modified except with the written consent of all of the Parties hereto and compliance herewith may not be waived except in writing by the Party waiving compliance.

9.11 **Waiver of Breach.** The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same or other provision hereof. No waiver of any provision or condition of this Agreement shall be valid unless in writing signed by such Party or operational by the terms of this Agreement.

9.12 **Other Interpretative Matters.** In this Agreement, unless the context otherwise requires: (a) words such as "herein" and "hereof" refer to the entire Agreement and not to a

particular article or section of this Agreement; (b) references to articles and sections are references to articles and sections of this Agreement; and (c) references to any Party to this Agreement shall include references to its successors and permitted assigns.

9.13 ***Reproduction of Documents.*** This Agreement and all documents relating thereto, including, without limitation, (a) consents, waivers, amendments and modifications that may hereafter be executed, (b) the documents delivered at Closing and (c) other written information previously or hereafter furnished to any Party, may be reproduced by such Party by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process and the Parties may destroy any original documents so reproduced. The Parties agree and stipulate that any such reproduction shall be admissible in evidence as the original itself in any Litigation or Proceeding (whether or not the original is in existence and whether or not such reproduction was made by any Party in the regular course of business) and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

9.14 ***Waiver of Jury Trial.*** Each of the Parties hereto hereby knowingly, voluntarily and intentionally, after opportunity for consultation with independent counsel, waives its right to trial by jury in any action or proceeding to enforce or defend any rights or obligations under this Agreement. No Party hereto will seek to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial has not been or cannot be waived. The provisions of this Section 9.14 have been fully negotiated by the Parties hereto, and these provisions shall be subject to no exceptions. No Party hereto has in any way agreed with or represented to any other party that the provisions of this Section 9.14 will not be fully enforced in all instances; and this Section 9.14 is a material inducement for the Parties to enter into this Agreement.

9.15 *Venue.* If any action or proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in the state or federal courts located in Hartford, Connecticut.

9.16 *Public Announcements.* The timing and content of any announcements, press releases or any public statements concerning this Agreement or the terms hereof or related agreements shall be determined by mutual agreement of the Parties unless: (i) with respect to Tenet, in the judgment of Tenet upon advice of counsel (including in-house counsel), disclosure is otherwise required by Tenet by applicable law or by the applicable regulations of any stock market on which Tenet's securities are listed, provided that Tenet shall use commercially reasonable efforts consistent with such applicable law or regulations to consult with YNHHS with respect to the text thereof; and (ii) unless with respect to YNHHS, in the judgment of YNHHS upon advice of counsel (including in-house counsel), disclosure is otherwise required by YNHHS by applicable law or contractual covenants regarding its tax-exempt bond or other financing, provided that YNHHS shall use commercially reasonable efforts consistent with such applicable law or requirements to consult with Tenet with respect to the text thereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
in multiple originals by their authorized officers as of the Effective Date.

YALE-NEW HAVEN HEALTH SERVICES
CORPORATION

By: Ma P. B.

Name:

Title:

TENET HEALTHCARE CORPORATION

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
in multiple originals by their authorized officers as of the Effective Date.

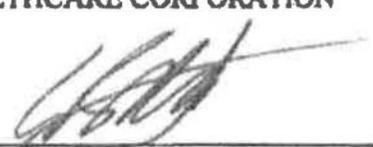
**YALE-NEW HAVEN HEALTH SERVICES
CORPORATION**

By: _____

Name:

Title:

TENET HEALTHCARE CORPORATION

By: _____ 

Name: Keith Pitts

Title: Vice Chairman

**GREATER WATERBURY HEALTH NETWORK, INC.
LATE FILE NOS. 2 AND 3**

Greater Waterbury Health Network

Capital Plan

Facility – Main Campus

Expansion of ED/Development of urgent care	\$3.75-\$4 m	24-36 months
Upgrade OB/Women's	\$2 m	6-18 months
Upgrade outpatient surgery	\$1 m	6-18 months
Upgrade of inpatient units	\$2 m	over time

Equipment

DaVinci Robot	\$1.9 m	6-12 months
Replace CT	\$1 m	Immediate
Digital Mammo	\$200,000	Immediate
Replace interventional radiology equipment	\$1.7 m	12-18 months
Upgrade surgical/anesthesia equipment	\$1.5 m	12-18 months

Outpatient Centers

1. Southbury
2. Naugatuck
3. Watertown

Conceptually discussed for freestanding, multi-use outpatient centers No dollars assigned

Information Technology

1. Continue information technology plan
2. Implement outpatient/physician practice strategy

No dollars yet assigned; would begin immediately

**GREATER WATERBURY HEALTH NETWORK, INC.
LATE FILE NO. 4**

Tenet Form 10Q for third quarter of 2014 will be issued by Tenet on November 3, 2014, and will be filed with the Office of Health Care Access and Office of the Attorney General on November 4, 2014.

**GREATER WATERBURY HEALTH NETWORK, INC.
LATE FILE NO. 5**

Late File Exhibit No. 5 will be filed with the Office of Health Care Access and Office of the Attorney General on November 4, 2014.

GREATER WATERBURY HEALTH NETWORK, INC.
LATE FILE NO. 6

6. Provide an outline of the provisions of the Operating Agreement for VHS Waterbury Health System, LLC (“Company”) that would remain in effect even if Greater Waterbury Health Network, Inc. were no longer a member of the Company.

Certain tax, financial, administrative and governance provisions detailed in the Operating Agreement will be amended if GWHN withdraws as a member. These changes, however, will not have any impact on the delivery of care. Detailed below is an outline of the substantive provisions of the Operating Agreement that relate to delivery of care by the new hospital.

1. *Section 2.6 Purpose, Nature of the Business.* Tenet will abide by the terms of this section provided there is no change in the law, regulations or interpretation of the provisions of the Internal Revenue Code or the Internal Revenue Service Revenue Rulings referenced in this section and further provided that there is no change in Connecticut law, regulations or legal interpretation that (i) discriminates against or adversely affects for-profit hospitals and other for-profit health care entities or causes the Company to suffer a material decline in earnings. In the event of any such change, the Company will be relieved of its obligations to abide by the terms of Section 2.6.

2. *Section 2.7 Commitment.* The provisions of this section will continue to remain in effect subject to the exceptions contained therein.

3. *Section 3.8 Revolving Line of Credit.* The provisions of this section will continue to remain in effect subject to the conditions contained therein.

4. *Section 5.1 Board of Directors.* As currently drafted, if GWHN ceases to be a member, it no longer will have the right to appoint a member of the Board of Directors. Nonetheless, if GWHN ceases to be a member, the Company will amend the operating agreement to allow GWHN to continue to be represented on the Board of Directors. In addition, the Company may reduce the size of the Board and subparagraph (f) will be amended so as not to require a majority vote of the Class B directors.

5. *Section 5.3 Hospital Board of Trustees.* This section will remain in effect.

6. *Section 11.14 No Requirement to Refer.* This section will remain in effect.

**GREATER WATERBURY HEALTH NETWORK, INC.
LATE FILE NO. 7**

**Women's Services Provided at Waterbury Hospital
and Saint Mary's Hospital**

**Women's Services
Saint Mary's Hospital**

Pregnancy and Childbirth

- Pre-pregnancy care and perinatology services
- Level II ultrasound screenings
- Maternity care for mom and baby
- Expert and supportive labor and delivery services, with a full range of childbirth options
- Level III NICU and family-centered care after your baby is born
- Lactation support and referrals

Gynecology

- Pelvic exams and pap test
- Urogynecologic care for pelvic floor and bladder control disorders
- Minimally invasive and robotic-assisted surgery
- Treatment for gynecologic conditions such as fibroids and cysts
- Midlife health and wellness, including menopause care
- Single site robotic-assisted hysterectomies

Breast Screenings and Imaging

- Digital mammography for regular breast screenings and early detection of breast cancer
- Breast ultrasound and MRI for in-depth images
- Bone densitometry (DEXA) to determine bone mineral density

Breast Surgery

- Breast biopsy using the minimally-invasive techniques
- Genetic screening for breast and ovarian cancer, including BRCA1 and BRCA2
- Partial breast irradiation
- Tissue-sparing and reconstructive surgical procedures

The Waterbury Hospital

OCHA Item 7 Request – Summary List of reproductive services at Waterbury Hospital

Obstetrical Services:

- Antenatal testing and care**
- Perinatal Care, including Level II ultrasounds**
- Antepartum, intrapartum and postpartum care, including lactation support**
- Newborn care**
- Level II Special Care Nursery**

Gynecological Services:

- Endometrial ablation**
- Gynecologic surgery, including minimally invasive techniques**
- Sterilization procedures, including tubal ligation**
- Birth Control Services including pregnancy termination and intrauterine device implantation**

Breast Care

- Imaging including mammography and ultrasound**
- Breast biopsy using minimally invasive techniques**
- Breast surgery including reconstructive procedures**

Vasectomy

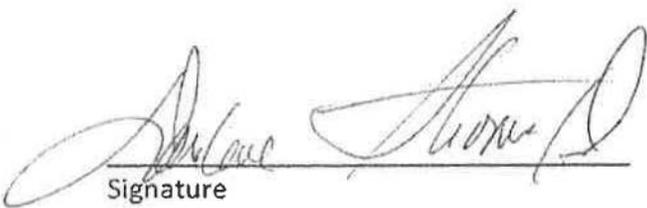
Fertility Services

AFFIDAVIT

Applicant: Greater Waterbury Health Network, Inc.

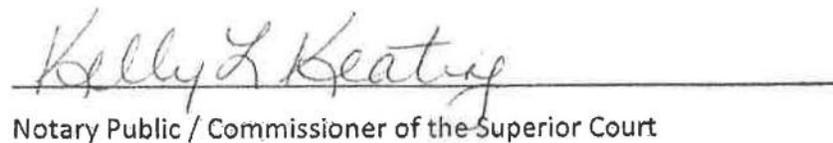
Project Title: Application for Approval of a Joint Venture By and Among Greater Waterbury Health Network, Inc. and Vanguard Health Systems, Inc.

I, Darlene Stromstad, FACHE, President/CEO of Greater Waterbury Health Network, Inc. being duly sworn, depose and state that Greater Waterbury Health Network, Inc.'s information submitted in this Late File Production is accurate and correct to the best of my knowledge.


Signature

10/31/14
Date

Subscribed and sworn to before me on October 31, 2014


Notary Public / Commissioner of the Superior Court

My commission expires: August 31, 2019

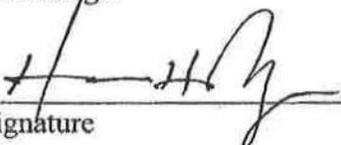
AFFIDAVIT

Applicant: Tenet Healthcare Corporation

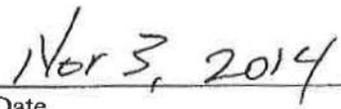
Project Title: Application for Approval of a Joint Venture By and Between Greater Waterbury Health Network, Inc. and Vanguard Health Systems, Inc.

Office of Health Care Access Docket No. 13-31838-CON
Office of Attorney General Docket No. 13-486-01

I, Harold H. Pilgrim III, Senior Vice President, Development, of Tenet Healthcare Corporation being duly sworn, depose and state that Tenet Healthcare Corporation's information submitted in late files for the above-referenced Application is accurate and correct to the best of my knowledge.

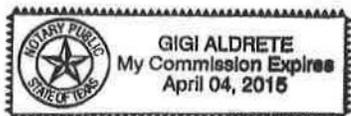


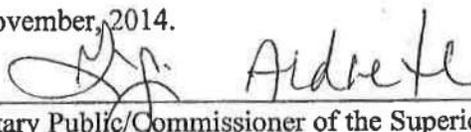
Signature



Date

Subscribed and sworn to before me on this 3rd day of November, 2014.





Notary Public/Commissioner of the Superior Court

My commission expires:

