

S&P Rating: “See Rating” herein

**SUPPLEMENT
to
Official Statement
relating to**

\$49,330,000 [Remarketed Amount]

**Wisconsin Health and Educational
Facilities Authority
Adjustable Rate Revenue Bonds, Series 2008
(Agnesian HealthCare, Inc.)**

CUSIP Number: 97710B GG1

This Supplement (this “Supplement”) is intended to provide certain information in connection with (i) the provision, on November 24, 2009, of a Substitute Letter of Credit for the above-referenced Bonds (the “Series 2008 Bonds” or the “Bonds”) by Wells Fargo Bank, National Association (the “Bank”), and (ii) the substitution of Wachovia Bank, National Association as Remarketing Agent for the Bonds, effective as of November 24, 2009.

This Supplement contains certain supplemental information with respect to the Bonds and should be read in conjunction with the accompanying Official Statement dated December 3, 2008 (the “Original Official Statement”). Unless otherwise indicated, the information set forth in the Original Official Statement has not been amended, modified, supplemented, or updated since its date. This Supplement may not be delivered to any person unless accompanied by the Original Official Statement. All capitalized terms used and not otherwise defined in this Supplement shall have the meanings assigned to them in the Original Official Statement.

As of November 24, 2009, the Bonds will be secured by an irrevocable, direct-pay letter of credit (the “Substitute Letter of Credit”) issued by

Wells Fargo Bank, National Association

The Substitute Letter of Credit permits the Trustee to draw amounts to provide for payment of the Bonds, as more fully described herein under the caption “THE CREDIT FACILITY.” The Substitute Letter of Credit will expire in accordance with its terms on November 23, 2011, unless extended or earlier terminated in accordance with its terms.

In the opinion of Quarles & Brady LLP, Bond Counsel, under existing law, the delivery of the Substitute Letter of Credit is permitted by the Bond Indenture and will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income of the owners of the Bonds for federal income tax purposes. On the original date of issuance of the Bonds, Bond Counsel rendered its opinion that, assuming continuous compliance with certain covenants, under law in existence on such date of issuance, interest on the Bonds is excludable from the gross income of the owners of the Bonds for federal income tax purposes, is not an item of tax preference for purposes of the federal alternative minimum tax imposed on corporations and individuals, but is, however, included in adjusted current earnings for the purpose of computing the alternative minimum tax imposed on corporations. Bond Counsel has not been requested, nor has it undertaken, to review any events that may have occurred or not occurred since it rendered such opinion that might affect the current tax-exempt status of interest on the Bonds or that might change the opinion expressed therein. The original opinion of bond counsel has not been updated or affirmed. The interest on the Bonds is not exempt from present Wisconsin income taxes.

Wells Fargo Securities

(Wells Fargo Securities is the trade name for certain capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wachovia Bank, National Association)

The date of this Supplement is November 18, 2009

THE INFORMATION IN THIS SUPPLEMENT SUPPLEMENTS AND, TO THE EXTENT OF ANY CONFLICT, SUPERSEDES, THE PROVISIONS OF THE OFFICIAL STATEMENT.

THE BANK

Information with respect to the Bank is set forth in Appendix A hereto. Such information has been furnished by the Bank.

The delivery of this Supplement shall not create any implication that there has been no change in the affairs of the Bank since the date hereof, or that the information regarding the Bank contained or referred to in this Supplement is correct as of any time subsequent to its date.

THE LETTER OF CREDIT

To support payment of the Series 2008 Bonds, Wells Fargo Bank, National Association (the "Bank") is issuing, in favor of the Bond Trustee, its "direct pay" Irrevocable Letter of Credit in the stated amount of \$50,043,596 (the "Substitute Letter of Credit"). The Substitute Letter of Credit will support payment of the principal of, purchase price for, and interest on the Series 2008 Bonds, as described therein. The Substitute Letter of Credit will replace the letter of credit (the "Replaced Letter of Credit") originally issued for the Series 2008 Bonds by M&I Marshall & Ilsley Bank (the "Former Letter of Credit Bank"), all in accordance with the provisions of the Bond Indenture authorizing issuance of a Substitute Letter of Credit.

THE REMARKETING AGENT

General

Effective November 24, the remarketing agent for the Bonds will become Wachovia Bank, National Association ("Wachovia"), and all references in the Original Official Statement to the Remarketing Agent shall be deemed references to Wachovia Bank, National Association (sometimes referred to in such capacity as the "Successor Remarketing Agent"). The Principal Office of the Successor Remarketing Agent is 301 South College Street, 7th Floor, NC0612, Charlotte, North Carolina 28202. The Successor Remarketing Agent is being appointed pursuant to a Remarketing Agreement dated November 24, 2009 (the "Successor Remarketing Agreement"), between Agnesian Health Care, Inc. (the "Borrower") and the Successor Remarketing Agent.

Affiliate Successors Permitted

Pursuant to the Successor Remarketing Agreement, the parties agree, among other things, that Wachovia may assign its rights and obligations under the Successor Remarketing Agreement to any subsidiary or affiliate of Wells Fargo Corporation or any other affiliate of Wachovia which satisfies all requirements set forth in the Bond Indenture to serve as the remarketing agent for the Bonds, by giving notice to the Borrower and the Bond Trustee of such assignment. Such assignee shall immediately assume the interests, rights and obligations of the Remarketing Agent under the Successor Remarketing Agreement and upon such assignment shall for all purposes become the Remarketing Agent under the Successor Remarketing Agreement and under the Bond Indenture without any further action.

SPECIAL CONSIDERATIONS RELATING TO THE REMARKETING OF THE BONDS

The Remarketing Agent is Paid By the Borrower

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Bond Indenture and the Remarketing Agreement), all as further described in the Original Official Statement. The Remarketing Agent is appointed by the Borrower, and is paid by the Borrower for its services. As a

result, the interests of the Remarketing Agent may differ from those of existing Holders and potential purchasers of the Bonds.

The Remarketing Agent Routinely Purchases Bonds for its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, in its sole discretion, may routinely acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date

Pursuant to the Bond Indenture and the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Bonds bearing interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable interest rate determination date. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Bonds tendered and remarketed on an interest rate determination date, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event a Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the interest rate determination date, at a discount to par to some investors.

The Ability to Sell the Bonds Other Than Through the Tender Process May Be Limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

SUMMARY OF THE SUBSTITUTE LETTER OF CREDIT AND THE REIMBURSEMENT AGREEMENT

The following, in addition to information provided elsewhere in this Supplement, is a summary of certain provisions of the Substitute Letter of Credit (sometimes referred to under this caption as the "Letter of Credit") and the Reimbursement Agreement, to which documents, in their entirety, reference is made for the complete provisions thereof. The provisions of any future Substitute Letter of Credit and related reimbursement agreement may be different from those summarized herein.

General

The Letter of Credit will be issued pursuant to a Letter of Credit Reimbursement Agreement dated as of November 1, 2009 (the "Reimbursement Agreement") between Agnesian HealthCare, Inc. (the "Borrower") and Wells Fargo Bank, National Association (the "Bank").

The Letter of Credit

The Letter of Credit is an irrevocable obligation of the Bank to pay to the Bond Trustee up to the total of the following amounts (the "Stated Amount"), upon the terms and conditions set forth in the Letter of Credit: (i) the outstanding principal amount of the Bonds to enable the Bond Trustee to pay (a) the principal amount of the Bonds when due at maturity, upon redemption or acceleration and (b) the principal portion of the purchase price of the Bonds tendered to it equal to the principal amount of such tendered Bonds, plus (ii) an amount for accrued interest at a rate not to exceed 12% per annum on the outstanding Bonds for up to 44 days to enable to the Bond Trustee to pay (a) the interest on the Bonds when due and (b) the interest portion, if any, of the purchase price of the Bonds tendered to it in an amount equal to the accrued interest on such Bonds. The Letter of Credit does not secure payment of any premium on the Bonds. Notwithstanding the foregoing, the Letter of Credit may only be drawn on with respect to the Bonds bearing interest in a Daily Mode or a Weekly Mode.

The Stated Amount of the Letter of Credit and the amounts available to be drawn to pay principal of the Bonds or to pay the principal portion of the purchase price for the Bonds will be reduced automatically without notice by amounts drawn under the Letter of Credit for the payment of principal when due on the Bonds or to pay the principal portion of the purchase price of the Bonds. The Stated Amount will be reinstated with respect to a draw for the principal portion of the purchase price of the Bonds upon the receipt by the Bank of remarketing proceeds with respect to the Bonds.

The Stated Amount and the amounts available to be drawn for the payment of interest will be reduced automatically, without notice, by the amount of any draw on the Letter of Credit for the payment of interest. Such amount with respect to interest will be reinstated on the fourth (4th) Business Day after such draw is honored, unless not later than three (3) Business Days after such draw is honored the Bank sends written notice to the Trustee stating that the Stated Amount will not be reinstated in respect of such interest.

The Letter of Credit expires on November 23, 2011 unless extended at the sole option of the Bank.

THE ABILITY OF THE BANK TO HONOR DRAWINGS ON THE LETTER OF CREDIT WILL BE BASED SOLELY ON THE BANK'S GENERAL CREDIT. THE TRUSTEE MAY NOT ASSERT A CLAIM FOR FEDERAL DEPOSIT INSURANCE AGAINST THE FEDERAL DEPOSIT INSURANCE CORPORATION IN RESPECT OF THE BONDS OR THE LETTER OF CREDIT AND BONDHOLDERS SHOULD NOT ASSUME ANY SUCH INSURANCE COVERAGE IS AVAILABLE WITH RESPECT TO THE BONDS OR THE LETTER OF CREDIT.

The Reimbursement Agreement

Under the Reimbursement Agreement, the Borrower has agreed to reimburse the Bank for the amount of any drawing under the Letter of Credit, plus interest thereon. Under the Reimbursement Agreement, the Borrower also agrees to pay certain fees and expenses and other amounts to the Bank. The Reimbursement Agreement contains certain financial and other covenants of and restrictions on the Borrower and any other Member of the Obligated Group which typically are found in such agreements and may be different from similar covenants found in the Master Indenture. The holders of the Bonds will have no rights or obligations related to such covenants or amendments thereto or waivers thereof.

The Borrower's obligations under the Reimbursement Agreement will be evidenced and secured by the Replacement Promissory Note, Series 2008C of the Borrower issued under the Master Indenture.

The occurrence of any of the following events will constitute an "event of default" under the Reimbursement Agreement:

(a) The Borrower fails to pay, or cause to be paid, when due, amounts required to be paid under the Reimbursement Agreement or under any of the Related Documents (as such term is defined in the Reimbursement Agreement) and, in certain circumstances, such failure remains unremedied for three Business Days.

(b) The Borrower fails to perform certain covenants set forth in the Reimbursement Agreement.

(c) The Borrower fails to perform any term, covenant, condition or provision of the Reimbursement Agreement or any of the Related Documents (other than as specified in (a) or (b) above) and such failure continues for five Business Days or more.

(d) Any representation or warranty made or deemed made by or on behalf of the Borrower in the Reimbursement Agreement, in any Related Document or in any certificate, financial statement or other statement furnished by or on behalf of the Borrower pursuant to the Reimbursement Agreement or any of the Related Documents proves to have been inaccurate, misleading or incomplete in any material respect when made or deemed to have been made.

(e) The occurrence of an Event of Default under any of the Related Documents or any Parity Facility (as such term is defined in the Reimbursement Agreement).

(f) Default in the payment of the principal of or the interest when due on (i) the Bonds or (ii) any Indebtedness which as to priority of payment is on a parity with the Bonds.

(g) Default by the Borrower in the payment of any amount when due in respect of any Indebtedness owed to the Bank; or default by the Borrower in the payment when due of any amount due in respect of any other Indebtedness in an aggregate amount in excess of \$1,000,000 (measured in the case of any Interest Rate Protection Agreement, by the Borrower's Exposure thereunder); or default under any mortgage, agreement or other instrument under or pursuant to which such Indebtedness is incurred or issued, and continuance of such default beyond the period of grace, if any, allowed with respect thereto; or the occurrence of any act or omission by the Borrower under any such mortgage, agreement or other instrument which results in such Indebtedness becoming, or being capable of becoming, immediately due and payable (or, with respect to any Interest Rate Protection Agreement, which results in such Interest Rate Protection Agreement being terminated early or being subject to early termination).

(h) The entry or filing of any judgment, writ or warrant of attachment or of any similar process in an amount in excess of \$1,000,000 against the Borrower or against any of its Property and failure of the Borrower to vacate, bond, stay or contest in good faith such judgment, writ, warrant of attachment or other process for a period of 30 days or failure to pay or satisfy such judgment within 60 days or as otherwise required by such judgment, writ or warrant of attachment.

(i) The occurrence of an Event of Insolvency with respect to the Borrower.

(j) The underlying rating assigned to the Bonds or any parity obligations of the Borrower by Moody's or S&P is withdrawn, suspended or falls below "Baa2" by Moody's or "BBB" by S&P or Fitch.

(k) Any provision of the Reimbursement Agreement, the Bonds or any of the Related Documents ceases to be valid and binding or is declared null and void; or the Borrower or any governmental authority contests any such provision; or the Borrower or any agent or trustee on behalf of the Borrower denies that it has any further liability under any provision of the Reimbursement Agreement, the Bonds or any of the Related Documents; or the Borrower, in writing to the Bond Trustee, the Bank or any other Person, (i) claims that any of the Bond Indenture, the Bonds and the Reimbursement Agreement

is not valid or binding on it, (ii) repudiates its obligations under any of the Indenture, the Bonds and the Reimbursement Agreement, and/or (iii) initiates any legal proceedings to seek an adjudication that the Indenture, the Bonds or the Reimbursement Agreement or the Borrower's obligation to repay any Indebtedness is not valid or binding on it.

(l) Any court of competent jurisdiction or other governmental authority with jurisdiction to rule on the validity of any provision of the Reimbursement Agreement, the Bonds or the Bond Indenture shall find or rule that the Reimbursement Agreement, the Bonds or the Bond Indenture is not valid or is not binding on the Borrower.

(m) The occurrence of a Determination of Taxability.

(n) The Trust Estate (as such term is defined in the Master Indenture) is not held by, or is otherwise not be subject to a first priority security interest in favor of the Master Trustee for the benefit of the Bank and the holders of the Bonds. The Borrower or any Person with authority to act on its behalf asserts in writing that, or any of the Related Documents is amended to the effect that, or a final judgment or order which is non-appealable or unstayed of any governmental authority having jurisdiction over the Borrower is entered finding that, the Obligated Group's obligations in respect of the principal of or interest accrued and to accrue on the Bonds is for any reason not secured by a valid and enforceable lien on, or not payable from, any of the Trust Estate.

Upon the occurrence and continuation of an Event of Default under the Reimbursement Agreement, the Bank, in its sole discretion, (i) may by notice to the Borrower and the Bond Trustee, declare the obligations of the Borrower under the Reimbursement Agreement and under the Bank Bonds to be immediately due and payable, and the same shall thereupon become immediately due and payable (provided that, the obligations of the Borrower under the Reimbursement Agreement shall be and become automatically and immediately due and payable without such notice upon the occurrence of an Event of Default described in (i) above), without demand, presentment, protest or further notice of any kind, all of which have been expressly waived by the Borrower); (ii) may deliver to the Bond Trustee written notice that an Event of Default has been declared under the Reimbursement Agreement together with a written direction that the Trustee declare the principal of all Bonds then outstanding and the interest accrued thereon to be immediately due and payable, in which case the Bonds shall be immediately due and payable, as directed in such notice; (iii) may deliver to the Trustee written notice that an Event of Default has been declared under the Reimbursement Agreement together with a written direction that the Trustee call the Bonds for mandatory tender for purchase pursuant to the Indenture, in which case the Bonds shall be called for mandatory tender, as directed in such notice; (iv) may cure any default, event of default or event of nonperformance under the Reimbursement Agreement or under any of the Related Documents (in which event the Borrower shall reimburse the Bank therefor pursuant to the Reimbursement Agreement); (v) may exercise its banker's lien or right of set-off; (vi) may proceed to protect its right by suit in equity, action at law or other appropriate proceedings, whether for specific performance of any covenant or agreement of the Borrower contained in the Reimbursement Agreement or in and of the exercise of any power or remedy granted to the Bank under the Reimbursement Agreement or under any of the Related Documents; and/or (vii) may exercise any other rights or remedies available under any Related Document, any other agreement or at law or in equity.

BECAUSE THE BANK, WITHOUT THE CONSENT OF ANY BONDHOLDERS, THE TRUSTEE OR THE AUTHORITY, HAS THE ABILITY TO REQUIRE A MANDATORY TENDER OR AN ACCELERATION WITH RESPECT TO THE BONDS UPON THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER THE REIMBURSEMENT AGREEMENT, PROSPECTIVE PURCHASERS OF THE BONDS SHOULD NOT ASSUME THAT THEY WILL HAVE PROTECTION AGAINST A MANDATORY TENDER OF THE BONDS.

RATING

The Borrower has applied to Standard & Poor's for a rating of the Bonds based upon the Substitute Letter of Credit. Any rating assigned will be made available to purchasers by the Remarketing Agent. Any desired explanation of the significance of any such rating should be obtained from the rating agency furnishing the same. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing the rating,

circumstances so warrant. The Remarketing Agent has undertaken no responsibility to bring to the attention of the owners of the Bonds any proposed revision of withdrawal of the rating of the Bonds or to oppose any such proposed revision or withdrawal. Any such change in or withdrawal of a rating could have an adverse effect on the market price of the Bonds.

INFORMATION REGARDING BORROWER

In connection with the issuance of the Series 2008 Bonds, the Borrower undertook an obligation to provide certain continuing disclosures with respect to the Series 2008 Bonds, pursuant to Regulation 15c2-12 (the “Rule”), promulgated by the Securities and Exchange Commission. The Borrower has made annual filings with Nationally Recognized Municipal Securities Repositories in accordance with the pertinent provisions of the Rule and the Borrower’s continuing disclosure obligations. Such filings are currently made with the Electronic Municipal Market Access System (“EMMA”) operated by the MSRB as a National Repository, which shall be the primary repository for continuing disclosure under the Rule.

APPENDIX A

Wells Fargo Bank, National Association

The information in this Appendix A has been provided solely by the Bank and is believed to be reliable. This information has not been verified independently by the Issuer or the Remarketing Agent. The Issuer and the Remarketing Agent make no representation whatsoever as to the accuracy, adequacy or completeness of such information.

Wells Fargo Bank, National Association

The Bank is a national banking association organized under the laws of the United States of America with its main office at 101 North Phillips Avenue, Sioux Falls, South Dakota 57104, and engages in retail, commercial and corporate banking, real estate lending and trust and investment services. The Bank is an indirect, wholly owned subsidiary of Wells Fargo & Company, a diversified financial services company, a financial holding company and a bank holding company registered under the Bank Holding Company Act of 1956, as amended, with its principal executive offices located in San Francisco, California ("Wells Fargo").

As of September 30, 2009, the Bank had total consolidated assets of approximately \$547.690 billion, total domestic and foreign deposits of approximately \$438.737 billion and total equity capital of approximately \$51.077 billion.

Effective at 11:59 p.m. on December 31, 2008, Wells Fargo acquired Wachovia Corporation and its subsidiaries in a stock-for-stock merger transaction. Information about this merger has been included in filings made by Wells Fargo with the Securities and Exchange Commission ("SEC"). Copies of these filings are available free of charge on the SEC's website at www.sec.gov or by writing to Wells Fargo's Corporate Secretary at the address given below.

Each quarter, the Bank files with the FDIC financial reports entitled "Consolidated Reports of Condition and Income for Insured Commercial Banks with Domestic and Foreign Offices," commonly referred to as the "Call Reports." The Bank's Call Reports are prepared in accordance with regulatory accounting principles, which may differ from generally accepted accounting principles. The publicly available portions of the Call Reports for the period ending September 30, 2009, and for Call Reports filed by the Bank with the FDIC after the date of this Offering Memorandum may be obtained from the FDIC, Disclosure Group, Room F518, 550 17th Street, N.W., Washington, D.C. 20429 at prescribed rates, or from the FDIC on its Internet site at <http://www.fdic.gov>, or by writing to the Wells Fargo Corporate Secretary's Office, Wells Fargo Center, Sixth and Marquette, MAC N9305-173, Minneapolis, MN 55479.

The Letter of Credit will be solely an obligation of the Bank and will not be an obligation of, or otherwise guaranteed by, Wells Fargo & Company, and no assets of Wells Fargo & Company or any affiliate of the Bank or Wells Fargo & Company will be pledged to the payment thereof. Payment of the Letter of Credit will not be insured by the FDIC.

The information contained in this Appendix, including financial information, relates to and has been obtained from the Bank, and is furnished solely to provide limited introductory information regarding the Bank and does not purport to be comprehensive. Any financial information provided in this Appendix is qualified in its entirety by the detailed information appearing in the Call Reports referenced above. The delivery hereof shall not create any implication that there has been no change in the affairs of the Bank since the date hereof.