

EXHIBIT 3.4
CORE SERVICES

The list of Core Services is attached hereto.

**BOGALUSA MEDICAL CENTER
CORE SERVICE LINES** AND KEY SERVICE LINES**

CORE	KEY
General Surgery Services	X for FM residents
Ophthalmology Services– General w/ surgery	X for FM and optho residents
Urology Services– General	X for FM residents
Obstetrics & Gynecology Services	X for FM residents
Anesthesia Services	X for FM residents (elective)
Pathology Services	*
Radiology Services with MRI, Bone density, Mammography, Cat Scan, Nuclear Medicine, and Ultrasound	X for FM residents (elective)
Blood Banking Services	*
Emergency Medicine Services	X for FM residents
Pediatrics – General and Nursery Services	X for FM residents
General Internal Medicine and Hospitalist	X for FM residents
General Cardiology Services	X for FM residents
ENT Services	X for FM residents
Infectious Disease Services	X for FM residents (elective)
Outpatient HIV Care	
Pulmonary/ICU Services-General	X for FM residents (elective)
Endocrinology	
Family Medicine	
Gastroenterology – General	X for FM residents

**BOGALUSA MEDICAL CENTER
CORE SERVICE LINES** AND KEY SERVICE LINES**

CORE	KEY
Neurology Services– General	
Nephrology Services– General	*
Outpatient Services, including 340 B Discount Drug and Patient Assistance Programs, or a comparable program pending the Hospital’s qualification for the 340 B discount drug program under a new Medicare Provider Number	*
Wound Care Services (Acute & Chronic)	*
Psychiatry Services – In Patient	X for FM residents (elective)
Psychology Services – In Patient	X for FM Residents (elective)
Social Services	X for FM residents

Core – services provided to the community that the community physicians would not provide if BMC closed, includes all medically indigent patients.

Key – services required by Residents Review Committees for various residents training program accreditation

*** Necessary Support Services for training programs**

**The provision of the Core Services included in this Exhibit ___ are subject to the availability of adequate professional staff, including physicians and medical residents. Further, such Core Services may be provided at the Hospital or other facilities in the Bogalusa community with which NEWCO has contracted, as determined in NEWCO’s sole discretion.

EXHIBIT 3.5

KEY SERVICE LINES

The list of Key Service Lines is attached hereto.

**BOGALUSA MEDICAL CENTER
CORE SERVICE LINES** AND KEY SERVICE LINES**

CORE	KEY
General Surgery Services	X for FM residents
Ophthalmology Services– General w/ surgery	X for FM and optho residents
Urology Services– General	X for FM residents
Obstetrics & Gynecology Services	X for FM residents
Anesthesia Services	X for FM residents (elective)
Pathology Services	*
Radiology Services with MRI, Bone density, Mammography, Cat Scan, Nuclear Medicine, and Ultrasound	X for FM residents (elective)
Blood Banking Services	*
Emergency Medicine Services	X for FM residents
Pediatrics – General and Nursery Services	X for FM residents
General Internal Medicine and Hospitalist	X for FM residents
General Cardiology Services	X for FM residents
ENT Services	X for FM residents
Infectious Disease Services	X for FM residents (elective)
Outpatient HIV Care	
Pulmonary/ICU Services-General	X for FM residents (elective)
Endocrinology	
Family Medicine	
Gastroenterology – General	X for FM residents

**BOGALUSA MEDICAL CENTER
CORE SERVICE LINES** AND KEY SERVICE LINES**

CORE	KEY
Neurology Services– General	
Nephrology Services– General	*
Outpatient Services, including 340 B Discount Drug and Patient Assistance Programs, or a comparable program pending the Hospital’s qualification for the 340 B discount drug program under a new Medicare Provider Number	*
Wound Care Services (Acute & Chronic)	*
Psychiatry Services – In Patient	X for FM residents (elective)
Psychology Services – In Patient	X for FM Residents (elective)
Social Services	X for FM residents

Core – services provided to the community that the community physicians would not provide if BMC closed, includes all medically indigent patients.

Key – services required by Residents Review Committees for various residents training program accreditation

*** Necessary Support Services for training programs**

**The provision of the Core Services included in this Exhibit __ are subject to the availability of adequate professional staff, including physicians and medical residents. Further, such Core Services may be provided at the Hospital or other facilities in the Bogalusa community with which NEWCO has contracted, as determined in NEWCO’s sole discretion.

EXHIBIT 5.1(a)

MASTER HOSPITAL AGREEMENT

The Master Hospital Agreement is attached hereto.

EXHIBIT 5.1(b)

AGREEMENT OF SUBLEASE

The Agreement of Sublease is attached hereto.

EXHIBIT 5.1(c)

LEASE AGREEMENT

The Lease Agreement is attached hereto.

EXHIBIT 5.1(d)

EQUIPMENT LEASE

The Equipment Lease is attached hereto.

EXHIBIT 7.1(a)

COST ANALYSIS WORKSHEET

The Cost Analysis Worksheet is attached hereto.

Exhibit 7.1(a)
OLAH(Bogalusa)/LSU Collaborative
Cost Analysis Worksheet

03/17/2014-06/30/2014

1. 2. 3. 4.

Program Costs (from annual cost report with adjustments referenced in this worksheet) ^(a)

	Medicaid ^(b)	Managed Care ^(c)	Uninsured	Total
1. Inpatient Acute	\$ 2,086,926	\$ 2,005,085	\$ 7,164,363	\$ 11,256,374
2. Inpatient Distinct Part Psychiatric				
3. Outpatient Cost Based				
Outpatient Fee Schedule:				
4. Outpatient Surgery				
5. Outpatient Lab				
6. Outpatient Rehab				
7. Outpatient Clinic				
8. Program Costs	\$ 2,086,926	\$ 2,005,085	\$ 7,164,363	\$ 11,256,374
9. Less: payments from uninsured patients	XXXXXXXXXXXX	XXXXXXXXXXXX	150,166	150,166
10. Reimbursable Program Cost	\$ 2,086,926	\$ 2,005,085	\$ 7,014,197	\$ 11,106,208

covered program charges X cost-to-charge ratio				
covered program charges X cost-to-charge ratio				
covered program charges X cost-to-charge ratio				
covered program charges X cost-to-charge ratio				
Sum of Lines 1 - 7				
Line 8 less Line 9				
Less DHH Payments:				
11. Total Claims Payment ^(d)	\$ 1,000,086	\$ 960,867		\$ 1,960,953
12. Outliers				
13. supplemental/lump sum				
14. Total payments	\$ 1,000,086	\$ 960,867		\$ 1,960,953
15. Difference = Amount due OLAH/(State) -UCC	\$ 1,086,840	\$ 1,044,218	\$ 7,014,197	\$ 9,145,255

Required Ancillary Program Funding:				
16. Ancillary Program Funding				\$ 2,141,950
17. Shared Savings				\$ -
18. Amount Due OLAH Affiliates - Supplemental Payment				\$ 2,141,950
19. Total Due in UCC or Supplemental Payment				\$ 11,287,205
20. Less: Cost in Excess of Threshold				\$ -
21. Total Costs to be Reimbursed per CEA				\$ 11,287,205

- (a) All references to the annual cost report worksheets, schedules, and line items shall include their successor equivalent provisions. Cost report schedules refer to the Medicaid cost report which includes allowable cost of graduate medical education and related teaching cost.
- (b) Medicaid includes all Medicaid claims processed and paid by the state which includes traditional fee for service plus all shared savings or other plans paid directly by the state.
- (c) Includes all Bayou Health or any other Medicaid managed care contracts that are not included in column 1.
- (d) Payments include net amounts received on an interim basis for claims referenced in columns 1 & 2. Includes primary payer payments.

EXHIBIT 7.1(b)

ANCILLARY PROGRAM FUNDING

The Ancillary Program Funding worksheet is attached hereto.

Exhibit 7.1(b)
OLAH(Bogalusa)/LSU Collaborative
Ancillary Program Funding

03/17/2014-06/30/2014

Retail Pharmacy:

1. Outpatient Retail Pharmacy
2. Less Collection
3. Total Retail Short Fall

323,380
138,992
184,388

KidMed:

- 4 KidMed
- 5 Less Collections
- 6 KidMed Shortfall

41,602
13,838
27,764

CRNA and Physician Professional Cost:

- 7 Total Physician Professional Cost **
- 8 CRNA Cost

CRNA	Physician
340,335	3,299,283

- 9 Total Medicaid Professional Charges
- 10 Total Uninsured Professional Charges
- 11 Subtotal Medicaid and Uninsured Prof. Charges

- 12 Total Professional Charges All Patients

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- 13 Medicaid and Uninsured Professional Fee Ratio

58.95%

- 14 Medicaid and Uninsured CRNA and Professional Fee Cost

200,627

- 15 Less: Medicaid and Uninsured Collections

560,798

- 16 Medicaid and Uninsured Professional Fee Shortfall

200,627
1,384,129
1,584,756

Physician Billing

- 17 Ratio of Medicaid and Uninsured to Total
- 19 Medicaid and Uninsured Physician Billing

132,580
58,992
73,588

- 20 Ancillary Program Funding for Comparison to Cost Threshold

1,875,064

To Exh 8.1(c), Line 2

- 21 Shortfall Accountable Care Services Cost

266,886

- 22 Undepreciated Leasehold Improvement Expense

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- 23 Ancillary Program Funding

2,141,940

To Lead Line 16

** Includes Physicians and Physician Assistants

Note1: Undepreciated Leasehold Improvements Expense as referenced in Schedule ???. In the period the CEA terminates, any undepreciated expense for Leasehold Improvements with a Historical Asset Cost in excess of \$200,000 is due on this line. OLAH is to maintain a depreciation schedule of these leasehold improvements purchased for use in the facility.

EXHIBIT 7.1(c)

TARGET THRESHOLD AND SHARED SAVINGS COMPUTATION

The Target Threshold and Shared Savings Computation worksheet is attached hereto.

Exhibit 7.1 (c)
 OIAH(Bogalusa)/LSU Collaborative
 Target Threshold and Shared Savings
 Computation

Target Threshold and Shared Savings Computation

		Medicaid	Managed Care	Uninsured	Ancillary Program Funding	Total
Annual Evaluation (Yes or No)						no
1 Maximum Target Threshold	Exhibit 7.1(c)(f)					\$ 13,649,315
2 Reimbursable Program Costs from Cost Analysis Worksheet	Exh 7.1(a) Line 10, Exh 7.1(b) Line 20	\$ 2,086,926	\$ 2,005,085	\$ 7,014,197	\$ 1,875,064	\$ 12,981,272
3 Less Accountable Care Service cost included in Line 2						\$ (383,263)
4 Reimbursable Program Cost for Comparison to Threshold	Line 2 - Line 3					\$ 12,598,009
5 (Over)/Under Target	Line 1 - Line 4					\$ 1,051,306
6 Amount in Excess of Cap	If Line 4 > Line 1, then Line 5 and Stop					To Lead, Line 20
7 Shared Savings Computation Amount Under Target	If Line 4 < Line 1, Line 5 else 0					\$ -
8 Shared Savings percentage per CEA	Line 7 x Line 8					50%
9 Partner share of Savings	7% of Target Threshold Line 1					\$ -
10 Maximum Shared Savings Amount per CEA	Min. of Line 9 or 10					\$ 55,482
11 Shared Savings due NewCo Affiliate						To Lead, Line 17

**Exhibit 7.1(c)(i)
OLAH(Bogalusa)/LSU Collaborative
Annual Target Threshold Update**

03/17/2014-06/30/2014

Tab F

Annual Target

1 Base Annual Operating Expense Target-06/30/2014

Amount applicable to short period:

03/17/2014-06/30/2014

Days
106/365

Annual Target

\$ 13,649,315

\$ 47,000,000

Col. A	Col. B	Average (Col
CMS IPPS Final Rule-	Consumer Price	A+Col B)/2
Rate of Ceiling Increase	Index-Medical Care	
for Hospitals Excluded		
From IPPS		

2 Inflation Factor 06/30/15

0.0%	0.0%	0.0%	\$ 47,000,000
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3 Inflation Factor 06/30/16

0.0%	0.0%	0.0%	\$ 47,000,000
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4 Inflation Factor 06/30/17

0.0%	0.0%	0.0%	\$ 47,000,000
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Note:

Inflation factor calculation continues in future years not reflected on this schedule.

EXHIBIT 9.2(a)

AUTHORIZING RESOLUTION OF LSU BOARD OF SUPERVISORS

The Authorizing Resolution of LSU Board of Supervisors is attached hereto.

Special Board Meeting
June 19, 2013

Cooperative Endeavor Agreement by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College; a new nonprofit affiliate to be formed by the Franciscan Missionaries of Our Lady Health System, referred to herein as "Newco," the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals, relating to Bogalusa Medical Center.

Upon motion of Mr. Chatelain, seconded by Mr. Ballard, the Board voted unanimously to approve the following resolution. Mr. Moore, abstained.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College (herein "LSU Board of Supervisors") that F. King Alexander, President of the Louisiana State University System, or his designee, is authorized on behalf of and in the name of the LSU Board of Supervisors to execute the Cooperative Endeavor Agreement by and among the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, a new nonprofit affiliate to be formed by the Franciscan Missionaries of Our Lady Health System, referred to herein as "Newco," the State of Louisiana through the Division of Administration, the Louisiana Division of Administration, and the Louisiana Department of Health and Hospitals, in substantially the form presented to the LSU Board of Supervisors.

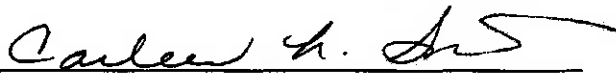
BE IT FURTHER RESOLVED that F. King Alexander, President of the LSU System, or his designee, is hereby authorized by and empowered for and on behalf of and in the name of the LSU Board of Supervisors, in consultation with its legal counsel, to execute said Cooperative Endeavor Agreement substantially in the form presented to the LSU Board of Supervisors and any related documents necessary or desirable to accomplish and implement the purposes of the Cooperative Endeavor Agreement that he deems to be in the best interest of the LSU Board of Supervisors, including, but not limited to, master agreements, facility leases and subleases of immovable property and equipment, and sales of various movable property, all such related documents to contain such terms and to be in such form and content and for such price and/or consideration as he, in his sole discretion, deems appropriate, and to also authorize F. King Alexander, President of the LSU System, or his designee, to execute all such master agreements, facility leases and subleases, ground leases, sales of various movable property, and all other related documents.

(Copy of Cooperative Endeavor Agreement presented to the LSU Board of Supervisors is on file in the Office of the LSU Board of Supervisors

CERTIFICATE

I, Carleen N. Smith, the duly qualified Administrative Secretary of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, hereby certify that the foregoing is a true and exact copy of the documents adopted by the Board of Supervisors at its meeting June 19, 2013, at which meeting more than a quorum was present and voted.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the official seal of said Board of Supervisors this 21st day of June, 2013.



Administrative Secretary
Board of Supervisors of Louisiana State University and
Agricultural and Mechanical College

SEAL

EXHIBIT 9.7

GOVERNMENTAL REVIEW AND APPROVALS

1. The Joint Legislative Committee on the Budget (“JLCB”) may review, but need not approve, this Cooperative Endeavor Agreement and its schedules and attachments.

2. The Louisiana Office of Contractual Review (“OCR”) must approve this Cooperative Endeavor Agreement, the Master Hospital Lease, and the Sublease. OCR has formally delegated this responsibility to Elizabeth B. Murrill, Executive Counsel, Louisiana Division of Administration.

3. Other Governmental Authorizations required to operate the Hospital are set forth on Schedule 12.1.

SCHEDULE 9.8(c)

**THREATENED, PENDING OR LIKELY REVOCATION, SUSPENSION
OR EARLY TERMINATION OF JOINT COMMISSION ACCREDITATION**

None.

SCHEDULE 9.9

**THREATENED OR PENDING PROCEEDINGS AFFECTING OR AGAINST
THE HOSPITAL, LSU GME PROGRAMS, OR LSU PERSONNEL**

LSU does not maintain a list of legal proceedings involving the Hospital. Defense of such proceedings is handled by the Office of Risk Management.

EXHIBIT 11.2(a)

AUTHORIZING RESOLUTION OF OUR LADY OF THE ANGELS HOSPITAL, INC.

The Authorizing Resolution of Our Lady of the Angels Hospital, Inc. is attached hereto.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
OUR LADY OF THE ANGELS HOSPITAL, INC.**

I, the undersigned Secretary of Our Lady of the Angels Hospital, Inc. ("Corporation"), a non-profit charitable corporation domiciled in Baton Rouge, Louisiana, do hereby certify that the following is a true and correct copy of a Resolution adopted by the Board of Directors of said Corporation at a meeting thereof held on the 26th day of June, 2013;

That said meeting was duly and properly called, was attended by a quorum of the Board of Directors; that the said Resolution was duly and properly introduced, was adopted by the affirmative vote of all the Directors present, and has never been rescinded, recalled, set aside, nor amended:

WHEREAS, Louisiana State University Health Care Services Division ("HCSD") is undergoing a fundamental change in the provision of health care in Louisiana, intending to transition operations of Bogalusa Medical Center ("BMC") to a private partner; and

WHEREAS, FMOLHS, carrying out its mission of caring for those most in need, intends to create a direct subsidiary, Corporation, to lease and operate BMC as a licensed acute care hospital to assure health care services continue to be available to the residents of the Bogalusa community; and

WHEREAS, Corporation, the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("LSU"), the State of Louisiana through the Division of Administration ("DOA"), and the Louisiana Department of Health and Hospitals ("DHH") believe that it is in the best interest of the community to enter into a public/private collaboration, the terms and conditions of which will be set forth in a cooperative endeavor agreement ("CEA"); and

WHEREAS, as part of the transactions contemplated by the CEA, Corporation will enter into a lease agreement and sublease agreement with LSU to lease the BMC campus; and

WHEREAS, the State, through DOA and DHH has evidenced an intent to compensate Corporation for the cost for the provision of patient care related to this collaboration upon which all related agreements are conditioned; and

WHEREAS, Corporation, LSU, the State, and DHH intend to enter in the CEA on or about June 26, 2013, authorized by this resolution and executed by the authorized representatives of the parties; and,

WHEREAS, the directors have reviewed the terms and conditions of the Executive Summary of the CEA attached as Exhibit A and have determined that the terms and conditions of the CEA are fair and reasonable and in the best interest and charitable purposes of Corporation;

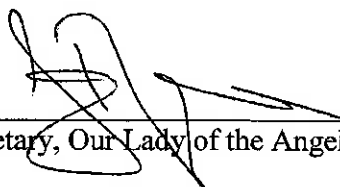
NOW THEREFORE, BE IT:

RESOLVED, that the terms of the CEA as set forth in the Executive Summary presented to the Board of Directors, and the transactions contemplated thereby, including without limitation the (i) entering into a lease and sublease for the BMC campus as contemplated by the CEA, and (ii) adoption of a charity care policy to comply with the state law requirements imposed on LSU as the State's charity care provider, are hereby approved and authorized, and the President and CEO of Corporation is hereby authorized, empowered and directed in the name of and on behalf of Corporation, to execute and deliver the CEA in a form consistent with the material terms of the Executive Summary, and consummate the transactions contemplated thereby, with such additions, modifications, or deletions thereto as the president and CEO of Corporation may deem necessary or appropriate; and

RESOLVED FURTHER, that the lease and sublease of the BMC campus are hereby approved and that the President and CEO of Corporation is hereby authorized, empowered and directed in the name of and on behalf of Corporation, to execute and deliver the lease and sublease; and

RESOLVED FURTHER, that the President and CEO of Corporation is hereby authorized, directed and empowered to take any such actions, and to execute and deliver such other documents, certificates, agreements or other instruments that the president and CEO deems necessary or appropriate to carry out and perform the purposes and intents of the foregoing resolutions.

THUS DONE, AND SIGNED, at Baton Rouge, Louisiana, this 20th day of December, 2013.



Secretary, Our Lady of the Angels Hospital, Inc.

SCHEDULE 12.1

GOVERNMENTAL AUTHORIZATIONS

1. LSU shall file a terminating CMS Form 855;
2. OLAH shall file a CMS Form 855 seeking a new provider contract and new provider number; however, CMS approval is not expected until after the Commencement Date;
3. LSU shall file all forms necessary with the Louisiana Department of Health and Hospitals to terminate its operating licenses for the Hospital and its off-site clinics;
4. OLAH shall file all forms necessary with the Louisiana Department of Health and Hospitals to obtain operating licenses for the Hospital and its off-site clinics. Permanent licenses will be issued post-Commencement Date upon recommendation and approval of CMS after appropriate surveys, etc.