

FIRST AMENDED AND RESTATED BYLAWS
OF
COMMUNITY CARE COLLABORATIVE

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OF
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**ARTICLE 1
NAME AND PURPOSE**

1.1 Name. The name of the corporation is Community Care Collaborative (the “Corporation”).

1.2 Principal Office. The principal office of the Corporation shall be located at 1111 East Cesar Chavez Street, Austin, Texas 78702, or at such other place(s) within the City of Austin, Texas, as the board of directors (the “Board of Directors”) of the Corporation may determine to be in the best interest of the Corporation.

1.3 Purpose. The Corporation is formed and organized exclusively for any and all purposes permitted by the Texas Business Organizations Code (“TBOC”), and is organized exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or corresponding provisions hereafter in effect (the “Code”). Further, the Corporation is a public charity classified as such under Sections 509(a)(1) and (170(b)(1)(A)(III) of the Code.

No part of the Corporation’s net earnings shall inure to the benefit of, or be distributable to, any director, officer or other private person, provided, that the Corporation shall be authorized and empowered to pay reasonable compensation and to reimburse for reasonable expenses for services rendered and to make payments and distributions in furtherance of such purposes. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, and it shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on: (a) by a Corporation exempt from Federal income tax under Section 501(c)(3) of the Code; or (b) by a Corporation, contributions to which are deductible under Section 170(c)(2) of the Code. The Corporation shall not engage in

activities or use its assets in manners that are not in furtherance of one or more exempt purposes, as set forth above and defined by the Code and related regulations, rulings, and procedures, except to an insubstantial degree. The Corporation shall not carry on an unrelated trade or business except as a secondary purpose related to the Corporation's primary, exempt purposes.

1.4 Agreement. Travis County Healthcare District d/b/a Central Health ("Central Health"), Seton Healthcare Family ("Seton"), and the Corporation are parties to a Master Agreement effective June 1, 2013 ("Master Agreement") and Central Health, Seton Family of Hospitals, and the Corporation are parties to an Omnibus Healthcare Services Agreement effective June 1, 2013 ("Services Agreement"). The provisions of these Bylaws are subject to the terms of the Master Agreement and to the Services Agreement. If there is any inconsistency between these Bylaws and the Master Agreement or Services Agreement, the Master Agreement and/or Services Agreement (in that order) will prevail and the Bylaws will be deemed automatically amended to be consistent with the Master Agreement or Services Agreement, as applicable.

ARTICLE 2 **MEMBERS**

2.1 Classes of Members. The Corporation shall have members ("Members"). The Members of the Corporation shall be divided into membership classes. Initially, the Corporation shall have only Class A Members. By mutual agreement of the Class A Members, the Corporation may (a) increase the number of Class A Members and (b) create one or more additional classes of Members. Any additional Members shall (i) be wholly committed to the mission, purposes, and objectives of the Corporation, including a substantial focus on developing projects that will transform the present delivery system and eliminate the present fragmented, non-collaborative structure, (ii) demonstrate a willingness and commitment to provide substantial charity care services and to provide services to the safety net population of Travis County without regard to payment, and (iii) accept and agree to an appropriate financial commitment and acceptance of financial risk to support the Corporation commensurate with its membership interest as determined by the Class A Members.

2.2 Class A Members. The Class A Members of the Corporation are Central Health and Seton.

2.3 Class A Membership Interests. Central Health will maintain a fifty-one percent Class A membership interest in the Corporation, and Seton will maintain a forty-nine percent Class A membership interest in the Corporation.

2.4 Powers and Duties. The Members of the Corporation shall exercise such rights and perform such duties as required or permitted by law, the Certificate of Formation of the Corporation (the “Certificate of Formation”), and these Bylaws.

2.5 Annual Meeting. The Members may in their discretion hold an annual meeting at such date and time as may be designated from time to time by the Members to transact any business as may lawfully come before the meeting.

2.6 Special Meetings. The Members may call in their discretion special meetings.

2.7 Action Reserved to the Class A Members. The following matters are reserved solely to the Class A Members and, following consultation with the Board of Directors, shall require the affirmative action of all of the Class A Members to be effective:

2.7.1 Amendment or restatement of the Corporation’s Certificate of Formation or Bylaws;

2.7.2 Change in the tax-exempt status or purpose of the Corporation;

2.7.3 Admission of any new Member to the Corporation or any transfer by any Member of its membership interest in the Corporation;

2.7.4 Capital contribution to the Corporation (except as permitted or required by the Master Agreement) or assumption or guarantee of debt of the Corporation by either Member;

2.7.5 Payment of monies or conveyance of assets by the Corporation to any Member or an Affiliate (as defined in Section 9.6) of a Member (except as permitted or required by the Master Agreement and law);

2.7.6 Any agreement (or amendment of an existing agreement) between the Corporation and a Member or an Affiliate of a Member;

2.7.7 Merger, acquisition, consolidation, or reorganization of the Corporation or, except for mandatory dissolution pursuant to Section 8.1.2 of the Master Agreement, dissolution of the Corporation;

2.7.8 Creation of committees in addition to those specifically provided for in the Bylaws and appointment and removal of all committee chairs and, with the exception of the Advisory Committee, all committee members;

2.7.9 Approval of the annual operating and capital budgets and any material deviation from the annual operating or capital budgets;

2.7.10 Incurrence of debt over \$25,000, excluding trade payables;

2.7.11 Conveyance of any asset over \$25,000;

2.7.12 Approval of fiscal policies that will provide for approval of variations in the annual budget and capital budget;

2.7.13 Adoption of the business and strategic plan of the Corporation;

2.7.14 Determination of the covered population to be served by the Corporation as set forth in the Services Agreement;

2.7.15 Filing of any voluntary petition in bankruptcy or for the appointment of a receiver;

2.7.16 Approval of any contract over \$100,000 in value or that includes a term of greater than one year;

2.7.17 Approval of future Delivery System Reform Incentive Payments projects for or to be funded, managed, or implemented by the Corporation;

2.7.18 Filing of any voluntary petition in bankruptcy or for the appointment of a receiver;

2.7.19 Election and removal of officers and designation of titles for such officers;
and

2.7.20 Approval of the coordination and funding of the federal qualified health centers as set forth in the Master Agreement.

2.8 Action of the Class A Members. Any action reserved to the Class A Members requires their unanimous approval, and such action may be taken at a meeting of the Members or, in the alternative, by unanimous written consent of the Class A Members setting forth the action to be taken.

2.9 Non-Liability of Member. No Member shall be individually liable for the debts, liabilities, or obligations of the Corporation.

ARTICLE 3 **BOARD OF DIRECTORS**

3.1 Number and General Powers. Except as provided by applicable law, the Certificate of Formation, or in these Bylaws, and subject to the reserved powers set forth in Section 2.7 of these Bylaws, the direction and governance of the affairs of the Corporation and the control and disposition of its properties and funds shall be vested in its Board of Directors (“Board”), which shall initially consist of five persons. The Board may from time to time also be referred to as the “Operating Board” or “Operations Board.” By mutual agreement, the Class A Members may increase the size of the Board. The Board may make appropriate delegations of authority to the officers of the Corporation as permitted by the Bylaws, and may authorize one or more additional committees to act on its behalf under a specific written delegation of authority.

3.2 Composition. The Class A Members will appoint all individuals to the Board (each of these individuals is referred to as “Director” and collectively referred to as “Directors”), as follows: Central Health will in its sole and exclusive discretion appoint three individuals to the Board (“Central Health Appointees”), and Seton will in its sole and exclusive discretion appoint two individuals to the Board (“Seton Appointees”). By unanimous agreement, the Class A Members may (i) provide for additional Board members or (ii) provide for non-voting advisory Board members.

3.3 Terms, Vacancies, and Appointment. All Central Health Appointees will serve terms as determined by Central Health, and all Seton Appointees will serve terms as determined by Seton. A vacancy will be declared in any seat on the Board upon the death or resignation of a Director or upon removal by the Member that appointed such Director. Any vacancy occurring in the Board shall be filled in accordance with the following procedure: (i) if the

vacancy has occurred among the Central Health Appointees, Central Health will select and appoint an individual to become the replacement Director; and (ii) if the vacancy has occurred among the Seton Appointees, Seton will select and appoint an individual to become the replacement Director.

3.4 Resignation of Directors. Each Director shall have the right to resign at any time upon written notice thereof to the Member that appointed him or her and to the president or secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

3.5 Removal of Directors. Central Health may remove a Central Health Appointee from the Board, and Seton may remove a Seton Appointee from the Board at any time, each with or without cause, in the sole and exclusive discretion of Central Health and Seton, respectively.

3.6 Annual Meeting. The annual meeting of the Board for the election of officers consistent with the Bylaws and the transaction of such other business as may lawfully come before the meeting shall be held at such time and on such day as established from time-to-time by the Board. The chair of the Board or the secretary of the Corporation shall give a minimum of ten days notice of such meeting to each Director, either personally or by mail, telecopy, or electronic communication.

3.7 Regular and Special Meetings. Regular meetings of the Board shall be held no less than quarterly, and additional special meetings shall be held whenever called by any Member or the chair of the Board of the Corporation or upon written request of any two Directors. The chair of the Board or the secretary shall give at least three days notice of any such regular meeting and twenty-four hours notice of any such special meeting, either personally or by mail, telecopy, electronic communication.

3.8 Public Meetings. Members of the public may attend public meetings of the Board. Public meetings shall be conducted at least every other month and notice shall be posted on the Corporation website.

3.9 Quorum for Meetings. A majority of the Directors (including at least two Central Health Appointees and one Seton Appointee) shall constitute a quorum for the transaction of business at all meetings convened according to these Bylaws.

3.10 Voting. The affirmative vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, except as set forth below or as may be otherwise specifically provided by law or these Bylaws.

3.10.1 Material Decisions. The actions and decisions of the Corporation set forth below must be approved by both a majority of the Central Health Appointees and both of the Seton Appointees in order to become effective:

- (1) Composition and selection of the Corporation provider network and the form of the provider contracts;
- (2) Benefit plan and care management approach to services to be offered by the Corporation to the covered population (including without limitation the population covered by the Medical Access Program);
- (3) Approval of any application or request for any grants or awards, service agreements, or provider contracts;
- (4) Employment of any individual (including approval of any employment contract) or entering into any personal service contract not specifically contemplated in the annual budget; and
- (5) Approval of any contributions to the Class A Members as set forth in Section 3.14 of these Bylaws.

3.10.2 Reciprocal Unilateral Voting Rights. The Central Health Appointees shall retain the unilateral right in their sole discretion to determine Seton compliance with, and the unilateral right on behalf of the Corporation as a third party beneficiary to enter into, modify, or enforce, any agreement between the Corporation and Seton. The Seton Appointees shall retain the unilateral right in their sole discretion to determine Central Health compliance with, and the unilateral right on behalf of the Corporation as a third party beneficiary to enter into, modify, or enforce, any agreement between the Corporation and Central Health.

3.11 Proxies. A Director may vote at a meeting of the Board by proxy executed in writing by the Director and delivered to the secretary of the Corporation at or prior to such meeting; however, a Director present by proxy at any meeting of the Board may not be counted to determine whether a quorum is present at such meeting. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and unless otherwise made irrevocable by law.

3.12 Action by Written Consent. Any action required to be taken at a meeting of the Board may be taken without a meeting if a consent in writing, setting forth the action to be taken, is signed by a sufficient number of Directors as would be necessary to take that action at a meeting at which all of the Directors were present and voted, provided such consent is in the form provided for and such action is taken in accordance with the Certificate of Formation and these Bylaws.

3.13 Conference Telephone or other Remote Communications Technology. Directors may participate in a meeting through use of (a) a conference telephone or similar communications equipment so long as all participants in such a meeting can hear one another; or (b) another suitable electronic communications system, including video conferencing technology or the Internet, only if (i) each Director entitled to participate in the meeting consents to the meeting being held by means of that system; and (ii) the system provides access to the meeting in a manner or using a method by which each Director participating in the meeting can communicate concurrently with each other participant.

3.14 Contributions.

(a) Subject to applicable provisions of the TBOC, Section 3.10.1(5) of these Bylaws, the Master Agreement, and applicable contractual restrictions on the Corporation, the Board, upon a reasonable and good faith determination that the Corporation has adequate cash reserves to fund capital and operating needs and contingencies of the Corporation, may approve contributions to each of the Class A Members, provided that such Class A Member is at the time of such contribution either an organization described in section 501(c)(3) of the Code or a public institution.

(b) Subject to applicable provisions of the TBOC, Section 3.9.1(5) of these Bylaws, the Master Agreement, and applicable contractual restrictions on the Corporation, from time-to-time, upon the approval of the Board, upon a reasonable and good faith determination that the Corporation has adequate cash reserves to fund capital and operating needs and contingencies of the Corporation, the Board may declare and cause property of the Corporation other than cash to be contributed to the Members, which contributions may be made subject to existing liabilities and obligations, provided that each such Member is at the time of such contribution either an organization described in Section 501(c)(3) of the Code or a public institution.

ARTICLE 4 **NOTICES**

4.1 Form of Notice. Whenever under the provisions of these Bylaws, notice is required to be given to any Member, Director, or committee member, and no provision is made as to how such notice shall be given, such notice may be given personally, including, but not limited to, telephone, facsimile, or electronic communication, or such notice may be given in writing, by mail, postage prepaid, addressed to the Member or to such Director or committee member, as the case may be, at such address as appears on the books of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given three days following the postmark of the letter.

4.2 Waiver. Whenever any notice is required to be given to any Member, Director or committee member under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Attendance of a Director or committee member at any meeting shall constitute a waiver of notice of such meeting, except where a Director or committee member attends for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE 5
GENERAL OFFICERS

5.1 Number, Election and Tenure, Resignation, and Removal.

(a) Number. The officers of the Board shall be a Chair and, in the discretion of the Board, a Vice Chair as may be determined by the Board from time to time. The officers of the Corporation shall be a President and a Secretary and such other officers as may be determined by the Board of Directors from time to time. Officers of the Corporation may be Directors or Appointive Officers.

(b) Election and Tenure. At each annual meeting of the Board, the Board shall elect in accordance with Section 2.7.19 of the Bylaws a Chair and a Vice Chair (if any), President, Secretary, and all other officers of the Corporation (if any) to succeed any of such officers whose terms of office have expired or are about to expire. Each officer so elected or appointed shall take office on the next January 1 following the date of his or her election or appointment as an officer of the Board or Corporation unless otherwise designated by the Board or President, as applicable, and shall hold such office for one calendar year thereafter, and until his or her successor shall have been duly elected or appointed and qualified, or the date such officer dies, resigns or is removed. Any officer whose term of office shall have expired may be elected to succeed himself or herself, provided that the Chair may not succeed himself or herself for more than three consecutive terms. Any two or more offices may be held by the same person, except that the offices of President and Secretary may not be held by the same person. The Chair shall be a Central Health Appointee.

(c) Resignation. Any officer may resign at any time by giving written notice thereof to the Chair or President of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon

receipt thereof, and the acceptance of such resignation shall not be necessary to make it effective.

(d) Removal. Any officer elected or appointed by the Board may be removed at any time by the Class A Members with or without cause, pursuant to Section 2.7.19. Any removal of an officer shall not prejudice the contract rights, if any, of such officer.

5.2 Attendance at Meetings. The Chair, or in his or her absence the Vice Chair, if any or if no Vice-Chair, such other Director named by the Board, shall call meetings of the Board to order, and shall act as chair of such meetings, and the Secretary of the Corporation shall act as Secretary of all such meetings, but in the absence of the Secretary, the chair of the meeting may appoint any person present to act as secretary of the meeting.

5.3 Duties. The principal duties of the several officers are as follows:

(a) Chair. The Chair, if present, shall preside at all meetings of the Board, shall be the principal officer of the Board and shall perform such other duties as may be assigned to him or her by the Board.

(b) Vice Chair. If there is to be a Vice Chair, during the time of any vacancy in the office of Chair or in the event of the Chair's absence or disability for any cause whatever, the Vice Chair shall have the duties and powers of the Chair. The Vice Chair shall perform such additional duties as may be prescribed from time to time by the Board.

(c) President. The President shall be the chief executive officer of the Corporation and shall have general charge and supervision of the business, property, and affairs of the Corporation. The President shall see that all orders and resolutions of the Board are carried into effect, shall sign and execute all legal documents and instruments in the name of the Corporation when authorized to do so by the Board, and shall perform such other duties as may be assigned to him or her from time-to-time by the Board. The President may maintain such other title(s) as the Class A Members may determine in accordance with Section 2.7.19 of the Bylaws.

(d) Secretary. The Secretary shall (i) have charge of the records and correspondence of the Corporation under the direction of the president, (ii) take and keep true minutes of all meetings of the Board of which, ex officio, he or she shall be the secretary, and (iii) shall perform such other duties as may be assigned to him or her from time-to-time by the Board. The Board may delegate all or part of these duties to the Corporation's management.

5.4 Vacancies. Whenever a vacancy shall occur in the office of Chair, Vice Chair (if any), President, Secretary, or any other corporate officer, such vacancy shall exclusively be filled by the Board by the election or appointment of a new officer who shall take office on the effective date of his or her election and shall hold such office until the next October 1 following the date of his or her election, and until his or her successor shall have been duly elected and qualified, or the date such officer dies, resigns or is removed.

ARTICLE 6
APPOINTIVE OFFICERS AND AGENTS

6.1 Appointive Officers and Agents. The Class A Members may in accordance with Section 2.7.19 of the Bylaws appoint such officers and agents in addition to those provided for in Article 5 of these Bylaws, as they may deem necessary. Such persons shall be appointed for such terms not exceeding three (3) years and shall have such authority and perform such duties as shall from time to time be prescribed by the Board. All appointive officers and agents shall hold their respective offices or positions at the pleasure of the Board, and may be removed from office or discharged at any time with or without cause; provided that removal without cause shall not prejudice the contract rights, if any, of such officers and agents.

ARTICLE 7
STANDING AND SPECIAL COMMITTEES

7.1 Standing Committees. Subject to approval of all of the Class A Members, the Board may designate one or more standing committees as are necessary and which are not in conflict with other provisions of these Bylaws, and the authority and duties of any such standing committees shall be prescribed by the Board upon their designation. Each such standing

committee shall consist of two or more persons, who may, but need not be, limited to the Directors of the Corporation.

7.2 Advisory Committee. There shall be a standing Advisory Committee. The Advisory Committee will be composed of an equal number of Central Health designees and Seton designees. The Central Health Appointees shall appoint one-half of the individuals who will serve on the Advisory Committee, and the Seton Appointees shall appoint one-half of the individuals who will serve on the Advisory Committee. The scope of authority of the Advisory Committee shall be to consider, adopt, and recommend to the Board (i) a three-year rolling capital and operating forecast and strategic plan, (ii) the DSRIP Projects and other projects to be funded, managed, or operated by the Corporation, (iv) the population to be served by the Corporation, (v) the benefit plan to be provided to the covered population, (vi) the provider network to carry out the approved projects and to provide services to the covered population, and (vii) the overall health care delivery system to be provided by the IDS. Such recommendations shall be forwarded to the Board for its consideration, deliberation, possible modification, approval (subject to any modification), and inclusion in the annual budget of the Corporation.

7.3 Special Committees. Subject to approval of all of the Class A Members, the Board may designate one or more special committees as are necessary and which are not in conflict with other provisions of these Bylaws, and the authority and duties of any such special committees shall be prescribed by the Board upon their designation. Each such special committee shall consist of two or more persons appointed by the Chair of the Board, and approved by the Board and by the Class A Members, who may, but need not be, Directors of the Corporation. A special committee shall limit its activities to the accomplishment of the tasks for which it is designated and shall have no power to act except as specifically conferred by action of the Board. Upon the completion of the tasks for which designated, such special committee shall stand dissolved.

7.4 Peer Review Committee. The Board is authorized to create by resolution a committee to serve as a medical peer review committee to act in accordance with the applicable provisions of the Texas Medical Practice Act, Tex Occ. Code §151.002(a)(8) and §160.001-160.015, and the Health Care Quality Improvement Act, 42 U.S.C. Section 11101, *et seq.*

7.5 Terms of Appointment. An individual appointed to a standing or special committee shall serve either a one-year term of office or until the special committee is dissolved, whichever occurs first.

7.6 Committee Chairs. Unless otherwise provided for in these Bylaws, the Chair of the Corporation will designate a member of each committee to serve as its chair. An individual appointed as chair shall serve a one year term of office.

7.7 Qualifications, Appointment and Removal. Except as otherwise provided in these Bylaws, each member of each committee shall be appointed by the Board, subject to approval of the Members, shall serve at the pleasure of the Board and may be removed at any time by the Board, with or without cause. Except as otherwise provided in these Bylaws, the Board shall have the power at any time, subject to approval of the Class A Members, to fill vacancies and to change the membership of or to dissolve any standing or special committee.

7.8 Meetings. Meetings of a committee may be called at any time by the Chair, the Vice Chair (if any) or the President of the Corporation or the chair of such committee on not less than three days advance notice to each member of such committee, given orally or in writing. All committee meetings shall be held at the principal office of the Corporation or at such other place as the chair of such committee shall designate.

7.9 Limitations on Authority. No committee shall have or assume, and there is hereby retained and reserved to the Board, any and all powers and duties vested in the Board which, under applicable law or any provision of the Certificate of Formation or these Bylaws, may not be delegated.

7.10 Quorum and Voting. Unless otherwise provided for in the Bylaws, a majority of the members of any committee shall constitute a quorum for the transaction of business at any meeting of such committee and the act of a majority of the committee members present at a meeting at which a quorum is present shall be the act of the committee.

7.11 Action by Written Consent. Any action required or permitted to be taken at any meeting of a committee may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all members of the committee and such consent shall have the same force and effect as a unanimous vote at a meeting.

7.12 Subcommittees. A committee may create one or more subcommittees to consider certain matters and make reports and recommendations to the committee. A majority of the members of each subcommittee must be members of the committee.

ARTICLE 8
INDEMNIFICATION OF DIRECTORS AND OFFICERS

8.1 Right to Indemnification. The Corporation shall indemnify Directors, officers, employees, and agents of the Corporation (“Indemnitees”) to the fullest extent required by Texas law and to the extent such Indemnitees are eligible for permissive indemnification under Texas law, shall indemnify such persons to the fullest extent permitted by Texas law, subject in each case to restrictions, if any, in the Certificate of Formation. The Corporation shall have the power to purchase and shall purchase and maintain at its cost and expense insurance on behalf of such persons to the extent permitted by Texas law.

8.2 Reimbursement of Expenses. Subject to any restrictions in the Certificate of Formation, reasonable expenses incurred by an Indemnitee who is or is threatened to be made a named defendant or respondent in a proceeding may be paid or reimbursed by the Corporation in advance of the final disposition of the proceeding after (a) the Corporation receives a written affirmation by the Indemnitee of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article and a written undertaking by or on behalf of the Indemnitee to repay the amount paid or reimbursed if it is ultimately determined that he or she has not met those requirements and (b) a determination that the facts then known to those making the determination would not preclude indemnification under this Article.

8.3 Appearance as a Witness. Notwithstanding any other provisions of this Article, the Corporation may pay or reimburse expenses incurred by a Director or others in connection with his appearance as a witness or other participation in a proceeding at a time when such Director is not a named defendant or respondent in the proceeding.

8.4 Nonexclusivity of Rights. The right to indemnification and the advancement and payment of expenses conferred in this Article shall not be exclusive of any other right which a Director or other individual Person indemnified pursuant to this Article may have or hereafter acquire under any law (common or statutory), provision of the Certificate of Formation or these Bylaws, agreement, vote of the disinterested Directors, or otherwise.

8.5 Insurance. The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, manager, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, manager, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic company, corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such individual Person against such expense, liability or loss under this Article.

8.6 Savings Clause. If this Article or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director or any other individual person indemnified pursuant to this Article as to costs, charges and expenses (including attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative to the full extent permitted by any applicable portion of this Article that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE 9 **GENERAL PROVISIONS**

9.1 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of October and end on September 30 of each calendar year.

9.2 Audit. The financial records of the Corporation shall be audited not less than annually by an independent accounting firm appointed by the Board and such firm shall provide a report to the Board.

9.3 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the meetings of the Board and the Board's committees. The Corporation shall provide to and allow the Class A Members complete access to all books and records of the Corporation.

9.4

9.4 Policies, Rules and Regulations. The Board may, from time to time, make and promulgate such policies, rules and regulations as it may deem necessary.

9.5 Definitions. The following definitions shall apply to this Agreement:

(a) The term “Affiliate” shall mean a Person that directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, another Person.

(b) The term “Control” shall mean (including the terms “Controlled by” and “under common Control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a Person, whether through membership in the non-profit corporation, limited liability company, or partnership appointment of the board of directors or trustees, ownership of voting securities, by contract, as trustee or executor, or otherwise.

(c) The term “Person” shall mean any individual, company, body politic, body corporate, association, corporation, partnership, limited liability company, firm, joint venture, trust, governmental entity or similar entity.

9.6 Headings. The headings used in these Bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these Bylaws.

ARTICLE 10 **AMENDMENTS**

The power to alter, amend, or repeal these Bylaws shall be vested exclusively in the Class A Members as set forth in Section 2.7 of the Bylaws.

ARTICLE 11 **CONFLICT OF INTEREST POLICY**

The Board shall adopt and maintain a Conflict of Interest Policy.

CERTIFICATE

I, the undersigned officer of Community Care Collaborative, a Texas non-profit corporation (the "Corporation"), do hereby certify that the foregoing Bylaws were duly adopted as the Bylaws of the Corporation on July 23, 2013 pursuant to the requirements of the Bylaws.

Dated: 7 / 23 / 2013.

By: Laura Miles
Name: Laura Miles
Title: Secretary to the Board