Adopted September 15, 2004

BYLAWS
OF THE
DETROIT WAYNE COUNTY
HEALTH AUTHORITY

ARTICLE I
PRINCIPAL OFFICE

The principal office of the Authority shall be at such place within the City of Detroit, State of Michigan as the Authority Board shall determine from time to time.

ARTICLE II
AUTHORITY BOARD

2.01 Programs and Functions. The Authority shall endeavor to carry out the purposes of the Interlocal Agreement, according to the definitions of terms therein, by facilitating the financing and the provision or arrangement of specific Health Care Services for the At Risk Population and secondarily for other residents throughout the Region, as determined by the Authority Board; by actions to maximize revenues for the Health Care Safety Net; and by enhancing the efficiency and effectiveness of the Health Care Safety Net. Nothing contained in these Bylaws shall be construed to preclude or limit in any way the Authority from providing or arranging for the provision of Health Care Services to individuals with health care insurance. In addition, the Authority shall endeavor to carry out all of the powers, privileges, functions and responsibilities described in the Interlocal Agreement; provided, however, that no Party to the Interlocal Agreement shall be required to transfer any powers, privileges, functions or responsibilities to the Authority, except as described in the Interlocal Agreement or in a Transfer Agreement. Any such transfer shall not expand the individual responsibilities of any Party. The Authority's functions and responsibilities shall include the following:

(a) Adopt and annually review a Strategic Plan for the Health Care Services for those individuals served by the Health Care Safety Net that places a high priority on the development, expansion and preservation of primary and preventative care services for the At-Risk Population in Detroit and Wayne County.

(b) Seek additional government and private funds for Health Care Services.

(c) Receive and disburse public and private funds for the provision of Health Care Services and reserve funds for the development, expansion and preservation of primary and preventative care services for the At-Risk Population in Detroit and Wayne County.

(d) Strive to assure that individuals receive appropriate and quality Health Care Services in a way that will maximize efficiency and efficacy.

(e) Establish a defined and accountable set of resources and services to care for the At-Risk Population.

(f) Seek to expand the number and location of primary care access points to serve the At-Risk Population with the goal of facilitating the development of fifteen (15) new access points within the next ten (10) years.

(g) Provide health services management and tracking as a core component of the delivery system to coordinate the provision of Health Care Services.

(h) Implement a delivery system able to enhance federal and other funding and reduce duplication.

(i) Significantly expand preventative health services for the At Risk Population.

2.02 Powers. The powers granted to the Authority shall be vested in and exercised by an Authority Board in accordance with the Interlocal Agreement by and among the City of Detroit, Charter County of Wayne and the Department of Community Health (a principal department of the State of Michigan) creating the Detroit Wayne County Health Authority filed July 7, 2004, or as may be from time to time amended (hereinafter referred to as the "Interlocal Agreement").

2.03 Composition. The Authority shall be governed by the Authority Board. The Authority Board shall consist of nine (9) members, in accordance with the Interlocal Agreement. In the event that a member of the Authority Board is absent from an Authority Board meeting, an alternate Authority Board member appointed in accordance with the Interlocal Agreement may exercise the powers, duties and responsibilities of that absent member at an Authority Board meeting.

2.04 Term. Members of the Authority Board shall be appointed, serve and be removed in accordance with the Interlocal Agreement.

2.05 Board Member Vacancies. A vacancy on the Authority Board shall be filled in accordance with the Interlocal Agreement.

2.06 Regular Meetings. Regular meetings of the Authority Board shall be held pursuant to a schedule approved by the Authority Board, but not less than quarterly in accordance with the Interlocal Agreement. All meetings shall be conducted according to Robert's Rules of Order.

2.07 Special Meetings. Special meetings of the Authority Board may be called by the chair or any four (4) members of the Authority Board.

2.08 Open Meetings Act. All regular or special meetings of the Authority Board shall be conducted in accordance with the Michigan Open Meetings Act, PA 267 of 1976, being MCL 15.231, et seq.(OMA), including public notice of the time, date and place of the meetings given in the manner required by the OMA.

2.09 Quorum. A majority of the members of the Authority Board then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Authority in accordance with the Interlocal Agreement.

2.10 Voting. The Authority Board shall act by a majority vote of the members (or supermajority vote if required by the Interlocal Agreement or these bylaws) appointed and serving at the time of the vote in accordance with the Interlocal Agreement. In accordance with the Interlocal Agreement, the Authority Board shall not engage in proxy voting.

2.11 Attendance by Remote Communication. Subject to any guidelines and procedures adopted by the Authority Board, members not physically present at a regular or special meeting of Authority Board may participate in the meeting by means of remote communication, are considered present in person for all relevant purposes, and may vote at the meeting.

ARTICLE III
OFFICERS

3.01 Officers. The Authority Board shall elect a chair, a first vice-chair, a second vice chair, a secretary, and a treasurer of the Authority Board. The Authority Board may, from time to time, elect or appoint other officers as it shall deem appropriate. Such officers shall have such authority and shall perform such duties as the Authority Board may from time to time prescribe.

3.02 Qualifications. Officers of the Authority Board shall be selected from among the Authority Board and shall be appointed by the affirmative vote of a majority of the members then serving on the Authority Board.

3.03 Chair. The Chair shall preside at all meetings of the Authority Board. The Chair shall perform all duties incident to the office of Chair, subject to the control of the Authority Board, and shall perform such other duties and exercise such other powers as the Authority Board from time to time may authorize.

3.04 Vice-Chair. The Vice-Chair shall preside at all meetings of the Authority Board in the absence of the Chair. The Vice-Chair shall perform all duties incident to the office of Vice-Chair, subject to the control of the Authority Board, and shall

perform such other duties and exercise such other powers as the Authority Board from time to time may authorize.

3.05 Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Authority Board in books designated for that purpose. The Secretary shall have charge of all books and papers of the Authority Board under the authority of the Authority Board. The Secretary shall perform all duties incident to the office of Secretary, subject to the control of the Authority Board, and shall perform such other duties and exercise such other powers as the Authority Board from time to time may authorize.

3.06 Treasurer. The Treasurer shall be responsible for all funds and securities of the Authority. The Treasurer shall perform all duties incident to the office of Treasurer, subject to the control of the Authority Board, and shall perform such other duties and exercise such other powers as the Authority Board from time to time may authorize.

3.07 Compensation of Officers. No officer of the Authority Board shall be compensated for the performance of services for the Authority. All officers may be reimbursed for expenses incurred on behalf of the Authority upon the same terms and conditions as required for the reimbursement of expenses of members of the Authority Board as set forth in the Interlocal Agreement.

3.08 Election, Resignation, Removal. An officer of the Authority Board shall hold office for the term for which he or she is elected or appointed and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. An officer may resign by written notice to the Authority Board. The resignation is effective on its receipt by the Authority Board or at a subsequent time specified in the notice of resignation. An officer of the Authority Board may be removed by the Authority Board with or without cause.

3.09 Board Officer Vacancies. The Authority Board may fill any vacancies in any office occurring for whatever reason.

ARTICLE IV
CHIEF EXECUTIVE OFFICER

The Authority Board shall select, retain, and remove a Chief Executive Officer (CEO) in accordance with the Interlocal Agreement. The CEO shall be compensated and shall perform all duties incident to the office of CEO, subject to the control of the Authority Board, and shall perform such other duties and exercise such other powers as the Authority Board from time to time may authorize.

ARTICLE V
STANDING COMMITTEES

5.01 Standing Committees. The Authority Board shall establish and appoint members to a Community Advisory Committee, a Provider Advisory Committee, and an Audit Committee as standing committees. The committees shall have the powers and duties provided for in the Interlocal Agreement and such other powers and duties as the Authority Board shall deem appropriate. The Authority Board shall determine the process used to select and determine the terms of all standing committee members. Members of the standing committees shall serve without compensation.

5.02 Community Advisory and Provider Advisory Committees. The Community Advisory Committee and the Provider Advisory Committee shall have the composition as provided for in the Interlocal Agreement.

5.03 Audit Committee. The Authority Board shall establish a written governance accountability policy which shall set forth the standards and qualifications for membership on, and the duties and obligations of, the Audit Committee in accordance with Article VII of the Interlocal Agreement.

5.04 Meetings. Members of the standing committees shall meet at least on a quarterly basis. Each standing committee shall keep regular minutes of its meetings and records of its actions and report the same to the Authority Board.

ARTICLE VI
OTHER COMMITTEES

The Authority board may from time to time establish such other committees to address such matters as the Authority Board may determine with such powers and duties as the Authority Board may prescribe. The Authority Board shall designate the chair of any such committees. Committees of the Authority Board shall keep regular minutes of its meetings and records of its actions and report the same to the Authority Board.

ARTICLE VII
GOVERNANCE ACCOUNTABILITY STANDARDS

The Authority shall establish a written governance accountability policy addressing ethics, conflicts of interest, contracting, committee matters, and compliance with all applicable laws, regulations and ordinances.

ARTICLE VIII
INDEMNIFICATION

The Authority may indemnify Authority Board members, officers and employees in accordance with the Interlocal Agreement and as permitted by law. The Authority may

purchase directors and officers' liability insurance covering the Authority Board, its members and officers.

ARTICLE IX
AMENDMENTS

The bylaws of the Authority may be amended, altered, or repealed, in whole or in part, by the Authority Board at any meeting duly held in accordance with these bylaws, provided that notice of an Authority meeting at which an amendment to these bylaws is to be acted upon shall include notice of the proposed amendment, alteration, or repeal. The bylaws of the Authority and any amendments thereto shall be subordinate to and in accordance with the Interlocal Agreement.