AMENDMENT TO SOCIAL SERVICES FUNDING AGREEMENT

This Amendment to Social Services Funding Agreement ("Amendment") is by and between the City of Farmers Branch, Texas ("City") and Woven Health Clinic ("Provider"), acting by and through their authorized representatives.

WHEREAS, the Parties have entered into a Social Services Funding Agreement ("Agreement") on or about August 17, 2023, providing for Provider's provision of minor medical care and information and referral services for available social services for people living in the City of Farmers Branch, Texas, and surrounding cities; and

WHEREAS, the Agreement provides funding on a quarterly basis which, in section 3.2, is expressly contingent on City Council appropriation of funds for future fiscal years; and

WHEREAS, the appropriations for the next ensuing fiscal year, FY 2024-2025 will be reduced by the City Council, necessitating a revision in the schedule of quarterly payments set forth in section 3.4, and necessitating a revision to the Agreement, as provided for hereinafter.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

- 1. Section 3.1 and Section 3.4 of the Social Services Funding Agreement by and between the City and Provider are hereby revised, without amendment or repeal of any other section or part of the Agreement, as follows: [struck-through wording indicates deleted wording; underlined wording indicates added wording]
 - 3.1 Service Fee; Payment. For the design, development and implementation of the programs and services set forth in Article 2, City shall pay to the Provider annual Service Fee to be paid in four (4) equal installments each year during the term of this Agreement, within thirty (30) days after January 2, April I, July 1, and October 1 for each of the five (5) City fiscal years covered by this Agreement following the delivery of the applicable Quarterly Report and the Performance Report (hereinafter defined). The amount of the annual Service Fee will be based on the Provider's performance standards in Section 3 .3 and Section 3 .4 and the delivery of the required reports herein. The maximum Service Fee for the respective City fiscal years shall not exceed \$50,000-25,000.00 per City fiscal year. The payment of the annual Service Fee is subject to the appropriation of such Service Fee by the City Council in the City fiscal year budget for the respective fiscal year.

3.4 Performance Standards Quarterly.

 $Q 1 = \$12,500 \ \underline{6,250}; \ Q 2 = \$12,500 \ \underline{6,250}; \ Q 3 = \$12,500 \ \underline{6,250}; \ Q 4 = \$12,500 \ \underline{6,250}$

Report requirements:

- Standard quarterly update (Exhibit "A")
- Performance Reports (Exhibit "B")
- 2. All other terms and provisions of the Agreement shall remain in full force and effect except as specifically modified by the terms of this Amendment.
- 3. The effective date of quarterly Service Fee payments as revised herein shall begin on and after the beginning of the 2024-2025 fiscal year commencing on October 1, 2024.

EXECUTED this	day of	, 2024.
		City of Farmers Branch, Texas
		By:Benjamin W. Williamson, City Manager
		Attest:
Approved as to Form:		By: Stacy Henderson, City Secretary
By:David M. Berman, G	City Attorney	
EXECUTED this	day of	, 2024.
		PROVIDER
		Woven Health Clinic
		By: