

AMENDMENT NO. 3 TO SERVICE AGREEMENT

This Amendment No. 3 to Service Agreement ("Amendment No. 3") is dated October 21, 2025 and is between Reading and Beyond, a California 501 C3 Non-Profit corporation ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. On March 28, 2023, the County and the Contractor entered into a service agreement, which is County agreement number A-23-129, to provide community health support and promote health intervention activities for implementation of Fresno County's Initiative to Address COVID-19 Related Health Disparities.

B. On March 19, 2024, the County and the Contractor entered into a First Amendment, which is County agreement number A-24-127 to correct the Catalog of Federal Domestic Assistance Number and revise the budget.

C. On December 17, 2024, the County and the Contractor entered into a Second Amendment, which is County agreement number A-24-688 (Agreement number A-23-129 , First Amendment number A-24-127, and Second Amendment number A-24-688 collectively, shall be referred to herein as "the Agreement"), to extend the term of the Agreement and revise the budget.

D. The County and the Contractor now desire to further amend the Agreement to (1) extend the term of the agreement and; (2) increase the maximum compensation of the Agreement and; Amend Article 7 of the Agreement and; (4) replace Exhibit B with Revised Exhibit B-3 to adjust annual budget amounts to reflect actuals, carryover unspent funds from the current fiscal year three to fiscal year four, and reallocate carryover funds in fiscal year four to adjust for costs of the extended term.

The parties therefore agree as follows:

1. Section 3.2 titled Maximum Compensation of the Agreement located at page Two (2) beginning at line Seventeen (17) with the number "3.2" and ending at line Twenty-Seven (27) with the word "Agreement" is deleted in its entirety and replaced with the following:

1 "3.2 Maximum Compensation. The maximum compensation payable to the
2 Contractor under this Agreement is One Million Four Hundred Forty-Nine
3 Thousand Dollars and 00/100 (\$1,449,000), commencing as of the effective date,
4 for the entire term of the agreement including any extensions set forth by section
5 4.2 of this Agreement. The Contractor acknowledges that the County is a local
6 government entity, and does so with notice that the County's powers are limited
7 by the California Constitution and by State law, and with notice that the
8 Contractor may receive compensation under this Agreement only for services
9 performed according to the terms of this Agreement and while this Agreement is
10 in effect, and subject to the maximum amount payable under this section. The
11 Contractor further acknowledges that County employees have no authority to pay
12 the Contractor except as expressly provided in this Agreement."

13 2. Section 4.1 titled Term of the Agreement located at page Three (3) beginning at line
14 Twenty (20) with the number "4.1" and ending at line Twenty-Two (22) with the word "below" is
15 deleted in its entirety and replaced with the following:

16 "4.1 Term. This Agreement is effective on March 28, 2023 and terminates on
17 December 31, 2026, except as provided in section 4.2, "Extension," or Article 6,
18 "Termination and Suspension," below."

19 3. Article 7 titled Funding Source located at page Six (6) beginning at line Eight (8) with the
20 word "Article" and ending at line Seventeen (17) with the number "93.323" is deleted in its
21 entirety and replaced with the following:

22 "7.1 Services Funding Source. Funding for these services is provided by the
23 California Department of Health Care Services Medi-Cal Managed Care Plan
24 funding and the US Department of Health and Human Services CDC – Activities
25 to Support State, Tribal, Local and Territorial (STLT) Health Department
26 Response to Public Health or Healthcare Crises (Catalog of Federal Domestic
27 Assistance Number 93.391).
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1 7.2 Prohibition of Duplicative Services. The Contractor certifies that services
2 performed under this Agreement do not duplicate any services previously or
3 currently funded by Federal, State, County, or any other funding source and shall
4 not use any portion of funds under this Agreement for duplicative services."

5 4. That all references in Agreement to "Exhibit B", "Revised Exhibit B", "Revised Exhibit B-
6 1", and "Revised Exhibit B-2" shall be changed to read "Revised Exhibit B-3". Revised Exhibit
7 B-3 is attached hereto and incorporated herein by this reference.

8 5. When both parties have signed this Amendment No. 3, the Agreement, Amendment No.
9 1, Amendment No. 2, and this Amendment No. 3 together constitute the Agreement.

10 6. The Contractor represents and warrants to the County that:

- 11 a. The Contractor is duly authorized and empowered to sign and perform its obligations
12 under this Amendment.
- 13 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
14 to do so and his or her signature on this Amendment legally binds the Contractor to
15 the terms of this Amendment.

16 7. The parties agree that this Amendment may be executed by electronic signature as
17 provided in this section.

- 18 a. An "electronic signature" means any symbol or process intended by an individual
19 signing this Amendment to represent their signature, including but not limited to (1) a
20 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
21 electronically scanned and transmitted (for example by PDF document) version of an
22 original handwritten signature.
- 23 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
24 equivalent to a valid original handwritten signature of the person signing this
25 Amendment for all purposes, including but not limited to evidentiary proof in any
26 administrative or judicial proceeding, and (2) has the same force and effect as the
27 valid original handwritten signature of that person.
- 28

1 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
2 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
3 2, Title 2.5, beginning with section 1633.1).

4 d. Each party using a digital signature represents that it has undertaken and satisfied
5 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
6 through (5), and agrees that each other party may rely upon that representation.

7 e. This Amendment is not conditioned upon the parties conducting the transactions
8 under it by electronic means and either party may sign this Amendment with an
9 original handwritten signature.

10 8. This Amendment may be signed in counterparts, each of which is an original, and all of
11 which together constitute this Amendment.

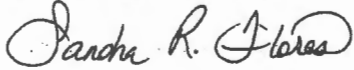
12 9. The Agreement as previously amended and amended by this Amendment No. 3 is
13 ratified and continued. All provisions of the Agreement as previously amended and not
14 amended by this Amendment No. 3 remain in full force and effect.

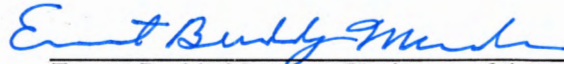
15 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 3 on the date stated in the introductory
2 clause.

3 CONTRACTOR
4 READING AND BEYOND

COUNTY OF FRESNO

5 



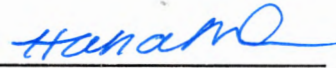
6 Sandra R. Flores, Chief Executive Officer
7 10/2/2025

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

8 Date

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9 Mailing Address:
10 1546 N Street
11 Fresno, CA 93721

By: 
Deputy

12 For accounting use only:

13 Org No.: 56201558, 56201022, 56201557, 56201621
14 Account No.: 7295
15 Fund No. : 0001
16 Subclass No.: 10000
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Revised Exhibit B-3

Agreement Number:		24-588											
Agreement Term:		March 28, 2023 - December 31, 2026											
Organization Name:		Reading and Beyond											
Personnel Salaries	Y1 Actuals 3/28/23-7/31/23	Approved Y2 Budget 8/1/23-7/31/24	Approved Y3 Budget 8/1/24-7/31/25 (12 Months)	Proposed Y3 Budget 8/1/24-7/31/25 (12 Months)	Y3 Change	Approved Y4 Budget 8/1/25-7/31/26 (12 months)	Amended Y4 Budget 8/1/25-7/31/26 (12 months)	Y4 Change	Amended Y5 Budget 8/1/26-12/31/26 (\$ Months)	Y5 Change	Approved Total Budget	New Amended Total Budget	Changes/Justifications
Director of Health and Wellness	\$ 8,382.42	\$ 66,569.46	\$ 73,771.74	\$ 68,254.10	\$(5,517.64)	\$ 79,915.00	\$ 81,550.00	\$ 10,635.00	\$ 35,460.00	\$ 35,460.00	\$ 219,638.62	\$ 260,215.98	The salary amount has been increased to reflect the extended project timeline, ensuring alignment between personnel costs and the revised project duration.
Program Manager	\$ 3,835.44	\$ 39,893.69	\$ 38,987.35	\$ 38,231.82	\$(755.53)	\$ 19,092.65	\$ 27,427.00	\$ 8,334.35	\$ 9,351.00	\$ 9,351.00	\$ 101,809.13	\$ 118,738.95	The salary amount has been increased to reflect the extended project timeline, ensuring alignment between personnel costs and the revised project duration.
Community Health Worker	\$ 9,504.55	\$ 45,528.03	\$ 36,380.00	\$ 36,379.99	\$(0.01)	\$ 46,430.00	\$ 55,125.00	\$ 8,695.00	\$ 22,050.00	\$ 22,050.00	\$ 137,842.58	\$ 168,587.57	The salary amount has been increased to reflect the extended project timeline, ensuring alignment between personnel costs and the revised project duration.
Community Health Worker	\$ 4,859.95	\$ 47,628.49	\$ 42,374.17	\$ 42,374.17	\$ -	\$ 46,430.00	\$ 55,125.00	\$ 8,695.00	\$ 22,050.00	\$ 22,050.00	\$ 141,292.57	\$ 172,037.57	The salary amount has been increased to reflect the extended project timeline, ensuring alignment between personnel costs and the revised project duration.
Community Health Worker	\$ 8,792.16	\$ 45,736.38	\$ 31,790.82	\$ 31,790.82	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,319.36	\$ 86,319.36	
Community Health Worker	\$ 3,868.81	\$ 43,189.30	\$ 8,903.33	\$ 8,903.33	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,961.44	\$ 55,961.44	
Community Health Worker	\$ 3,335.09	\$ 40,502.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 43,837.55	\$ 43,837.55	
Community Health Worker	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subtotal	\$ 42,578.98	\$ 329,047.81	\$ 232,207.41	\$ 225,934.23	\$(6,273.18)	\$ 182,867.65	\$ 219,227.00	\$ 36,359.35	\$ 88,911.00	\$ 88,911.00	\$ 786,701.25	\$ 905,698.42	
Benefits/Taxes/Workers Compensation													
Fringe Benefits	\$ 6,923.72	\$ 46,846.71	\$ 34,708.43	\$ 34,470.32	\$(238.11)	\$ 27,450.00	\$ 32,900.00	\$ 5,450.00	\$ 13,369.86	\$ 13,369.86	\$ 115,928.86	\$ 134,510.61	An adjustment to fringe benefits is necessary to reflect the increase in salary, ensuring consistency across all associated personnel costs.
Payroll Taxes	\$ 3,702.71	\$ 26,948.93	\$ 18,674.54	\$ 18,135.33	\$(539.21)	\$ 15,850.00	\$ 19,000.00	\$ 3,150.00	\$ 7,700.00	\$ 7,700.00	\$ 65,176.18	\$ 75,486.97	An adjustment to payroll taxes is necessary to reflect the increase in salary, ensuring consistency across all associated personnel costs.
Workers Compensation	\$ 106.24	\$ 1,234.98	\$ 840.47	\$ 810.60	\$(29.87)	\$ 810.00	\$ 800.00	\$(10.00)	\$ 330.00	\$ 330.00	\$ 2,991.69	\$ 3,281.82	An adjustment to worker's compensation is necessary to reflect the increase in salary, ensuring consistency across all associated personnel costs.
Subtotal	\$ 10,732.67	\$ 75,030.62	\$ 54,223.44	\$ 53,416.25	\$(807.19)	\$ 44,110.00	\$ 52,700.00	\$ 8,590.00	\$ 21,399.86	\$ 21,399.86	\$ 184,096.79	\$ 213,279.40	
Total Personnel	\$ 53,311.65	\$ 404,078.43	\$ 286,430.85	\$ 279,350.48	\$(7,080.37)	\$ 226,977.65	\$ 271,927.00	\$ 44,949.35	\$ 110,310.86	\$ 110,310.86	\$ 970,797.98	\$ 1,118,977.82	
Equipment													
Laptop, Case, Mouse, Keyboard, Monitor	\$ 8,138.94	\$ 2,043.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,182.56	\$ 10,182.56	
Total Equipment	\$ 8,138.94	\$ 2,043.62	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,182.56	\$ 10,182.56	
Supplies													
Office Expenses	\$ 161.06	\$ 1,736.67	\$ 2,222.16	\$ 2,222.16	\$ -	\$ 777.84	\$ 777.84	\$ -	\$ -	\$ -	\$ 4,897.73	\$ 4,897.73	
Communications	\$ 422.44	\$ 6,610.46	\$ 5,772.54	\$ 5,772.54	\$ -	\$ 3,500.00	\$ 4,500.00	\$ 1,000.00	\$ 2,435.00	\$ 2,435.00	\$ 16,305.44	\$ 19,740.44	Communication expenses have been increased to reflect the extended project timeline, supporting communication between community health workers and clients, and ensuring alignment with the revised duration.
Outreach Materials and Supplies	\$ 3,824.68	\$ 12,484.83	\$ 1,679.36	\$ 1,679.36	\$ -	\$ 6,320.64	\$ 6,320.64	\$ -	\$ -	\$ -	\$ 24,309.51	\$ 24,309.51	
Printing & Copying	\$ -	\$ 4,319.69	\$ 5,009.00	\$ 4,184.37	\$(815.63)	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 1,750.00	\$ 1,750.00	\$ 13,819.69	\$ 14,734.06	The printing expense has been adjusted to account for the extended project timeline, supporting staff in providing information during cohorts and outreach while ensuring that projected costs remain consistent with the revised project duration.
Total Supplies	\$ 4,408.18	\$ 25,551.65	\$ 14,674.06	\$ 13,859.43	\$(815.63)	\$ 15,098.48	\$ 16,098.48	\$ 1,000.00	\$ 4,185.00	\$ 4,185.00	\$ 58,952.37	\$ 63,765.74	
Travel													
Local Travel	\$ 283.31	\$ 5,175.07	\$ 1,121.13	\$ 1,120.38	\$(0.75)	\$ 900.00	\$ 900.00	\$ -	\$ 450.00	\$ 450.00	\$ 5,479.51	\$ 5,928.76	Mileage and travel expenses have been adjusted to reflect the extended project timeline, ensuring coverage for staff travel to offsite client workshops and alignment with the revised duration.
Total Travel	\$ 283.31	\$ 5,175.07	\$ 1,121.13	\$ 1,120.38	\$(0.75)	\$ 900.00	\$ 900.00	\$ -	\$ 450.00	\$ 450.00	\$ 5,479.51	\$ 5,928.76	
Other													
Postage/Mailers	\$ -	\$ 132.00	\$ 79.00	\$ 79.00	\$ -	\$ 127.00	\$ -	\$(127.00)	\$ -	\$ -	\$ 332.00	\$ 205.00	Postage expenses were reduced to reallocate funds to participant support in order to accommodate additional requests.
Participant Support Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00	\$ 5,375.00	\$ 375.00	\$ 2,060.00	\$ 2,060.00	\$ 5,000.00	\$ 7,435.00	Increased participant support expenses to allow additional clients requesting assistance.
Liability Insurance	\$ 142.69	\$ 1,200.00	\$ 1,378.81	\$ 1,371.71	\$(7.10)	\$ 1,500.00	\$ 1,710.03	\$ 210.03	\$ 790.00	\$ 790.00	\$ 4,221.50	\$ 5,214.43	An adjustment to increase general liability expense is necessary to account for the extended timeline and ensure continued coverage for staffing.
Incentive	\$ 2,805.95	\$ 17,662.85	\$ 6,614.30	\$ 6,980.85	\$ 366.55	\$ 6,000.00	\$ 6,000.00	\$ -	\$ 3,000.00	\$ 3,000.00	\$ 33,083.10	\$ 36,449.65	The incentive expense has been adjusted to account for the extended project timeline, providing for the continuation of Wellness Wednesday incentives and ensuring that costs remain consistent with the revised project duration.
Evaluation	\$ -	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00	\$ 30,000.00	
Staff Development and Training	\$ -	\$ 6,700.10	\$ 1,997.17	\$ 1,997.17	\$ -	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 500.00	\$ 500.00	\$ 9,697.27	\$ 10,197.27	The staff training expense has been increased to reflect the extended project timeline to allow additional professional development, ensuring alignment between the additional costs and the revised project duration.
Apricot 360 Database Solutions	\$ -	\$ 298.72	\$ 3,481.78	\$ 3,481.78	\$ -	\$ 2,500.00	\$ 3,850.00	\$ 1,350.00	\$ 1,850.00	\$ 1,850.00	\$ 6,280.50	\$ 9,480.50	An increase in Apricot expense is necessary to accommodate the extended duration of the licensing fee due to the revised project timeline.
Translation/Interpreter Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Media	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Rent	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 6,047.42	\$ 10,500.00	\$ 4,452.58	\$ 4,000.00	\$ 4,000.00	\$ 15,047.42	\$ 19,500.00	An adjustment to increase rent expense is necessary to account for the extended timeline and the additional offsite rental required for weekly Wellness Wednesday events, ensuring adequate office space and program continuity.
Total Other	\$ 2,948.64	\$ 40,993.67	\$ 33,545.06	\$ 33,904.51	\$ 359.45	\$ 22,174.42	\$ 28,435.03	\$ 6,260.61	\$ 12,200.00	\$ 12,200.00	\$ 99,661.79	\$ 118,481.85	
Total Direct Costs	\$ 69,950.32	\$ 475,442.44	\$ 335,777.10	\$ 328,233.80	\$(7,543.30)	\$ 265,168.55	\$ 317,360.51	\$ 52,191.96	\$ 127,146.86	\$ 127,146.86	\$ 1,145,454.21	\$ 1,317,272.79	
Indirect Costs @ 10%	\$ 6,995.03	\$ 47,544.24	\$ 33,577.71	\$ 32,823.38	\$(754.33)	\$ 26,516.86	\$ 31,736.05	\$ 5,219.19	\$ 12,714.69	\$ 12,714.69	\$ 114,545.42	\$ 131,727.27	
Grand Total	\$ 75,995.35	\$ 522,986.68	\$ 369,354.81	\$ 361,057.18	\$(8,297.63)	\$ 291,685.41	\$ 349,096.56	\$ 57,410.95	\$ 139,861.55	\$ 139,861.55	\$ 1,259,999.63	\$ 1,449,000.06	