

TIFFANY R. CRUZ • KEVIN C. KOSTELNIK

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STATEMENT OF WORK: Title IX Investigation Services

This Statement of Work ("SOW") is entered into on this <u>9th day of April 2025</u>, by and between:

CLIENT: <u>The Florida Endowment Foundation for Vocational Rehabilitation d/b/a The Able Trust</u> ("Client")

INVESTIGATOR: Tiffany R. Cruz, Esq. ("Investigator")

SCOPE OF SERVICES

The Investigator shall provide the following professional services related to a Title IX investigation:

1. Document Review and Research

- Review of all relevant policies, procedures, and documentation
- Analysis of applicable Title IX regulations and requirements
- Review of evidence and materials provided by the Client and participating parties

2. Interviews

- Conduct interviews with complainant(s), respondent(s), and relevant witnesses
- Document all testimony and statements
- Follow-up interviews as needed for clarification

3. Travel

- Travel to locations necessary for conducting interviews and gathering evidence
- Site visits as required for complete investigation

4. Analysis and Report Preparation

- Analysis of facts gathered through documents and interviews
- Preparation of comprehensive investigative report
- Development of findings based on evidence collected
- o Delivery of final report with conclusions regarding policy violations

FEE STRUCTURE

- 1. **Retainer**: \$5,000.00 (due upon execution of this SOW)
- 2. Hourly Rate: \$550.00 per hour (reduced from standard rate of \$750.00 per hour)
- 3. **Budget Cap**: Total fees shall not exceed \$20,000.00 without prior written authorization from Client
- 4. **Estimated Hours**: Investigation is estimated to be completed in 25 hours or less, inclusive of travel time
- 5. **Testimony Rate**: If Investigator is required to testify in any proceeding related to this investigation, services will be billed at Investigator's standard rate of \$750.00 per hour

6. **Time Records**: Investigator will maintain detailed, contemporaneous time records for all services rendered

TIMELINE

- 1. Commencement Date: <u>April 9, 2025</u>
- 2. Estimated Completion Date: June 30, 2025 (subject to adjustment based on complexity and availability of parties)

PAYMENT TERMS

- 1. Initial retainer of \$5,000.00 is due upon execution of this SOW and will be applied to final invoice
- 2. Investigator will submit invoices on a monthly basis detailing hours worked and services provided
- 3. Payment is due within thirty (30) days of invoice date
- 4. Final payment is due upon delivery of the investigation report

CONFIDENTIALITY

The Investigator shall maintain strict confidentiality regarding all information obtained during the investigation, except as required by law or institutional policy. All documents and information gathered will be handled in accordance with applicable privacy laws and regulations.

INDEPENDENCE AND OBJECTIVITY

The Investigator will maintain independence and objectivity throughout the investigation process. The Investigator will disclose any potential conflicts of interest prior to commencing the investigation.

TERMINATION

Either party may terminate this SOW with written notice to the other party. In the event of termination, Client shall pay for all services rendered through the date of termination.

WORK PRODUCT

All reports, documents, and materials prepared by the Investigator in connection with this investigation shall be the property of the Client. The Investigator retains the right to maintain copies as required by professional standards and applicable laws.

SIGNATURESCLIENT: ______ Date: <u>April 9, 2025</u> INVESTIGATOR: ______ Date: <u>April 9, 2025</u>