

**Rebuild Florida Workforce Recovery Training Program
Subrogation Agreement**



Federal law prohibits any person, business concern, or other entity from receiving Federal funds for any part of such loss as to which he has received financial assistance under any other program, or from insurance or any other source. A duplication of benefits (“DOB”) occurs when a beneficiary receives assistance, the assistance is from multiple sources, and the assistance amount exceeds the need for a particular recovery purpose. The DOB prohibition applies to federally funded programs providing financial assistance as a result of a major disaster or emergency.

To comply with federal law, the undersigned Recipient(s) of benefits under the Rebuild Florida Workforce Recovery Training Program (the “Program”) being administered by the Florida Department of Economic Opportunity (“DEO”), the Recipient(s) hereby assigns to DEO all of his and/or her future rights to reimbursement and all payments that may be received, or have been previously received and not disclosed, under any Federal Emergency Management Agency (“FEMA”) program, Small Business Administration (“SBA”) program, Department of Labor (“DOL”) program, nonprofit donations or grants, or any other funding, or from claims or causes of action Recipient may have (“Proceeds” or DOB) relating to job training, support services, job readiness, or other benefits provided through the Program relating to the disaster or emergency for which these CDBG-DR funds are awarded.

The DEO’s rights under this Agreement regarding Proceeds or DOB shall be subject to the following:

- A. If Proceeds are received by the Recipient(s) between the date of this Agreement and the date of completion of Program participation, then the Recipient(s) must repay DEO the difference between (i) the total amount of Program disbursements as of the date the Proceeds were received, and (ii) the total amount that would have been made if such Proceeds had been included in the original DOB calculation.
- B. If Proceeds are received by the Recipient after the date of completion of Program participation, then the Recipient(s) must turn over to DEO the total amount of the Proceeds up to, but not exceeding, the amount received under Program benefits.

The Recipient(s) agree to assist and cooperate with DEO should DEO elect to pursue any of the claims the Recipient has or may have for benefits or reimbursement under any Federal, State, or private sources. The Recipient(s)’s assistance and cooperation shall include allowing suit to be brought in the name(s) of the Recipient(s), giving depositions, providing documents, producing records and other evidence, testifying at trial, and any other form of assistance and cooperation reasonably requested by DEO.

If requested by DEO, the Recipient(s) agree to execute such further and additional documents and instruments as may be requested to further and better assign to DEO the Proceeds and/or any rights thereunder as contemplated by this Agreement, and to take, or cause to be taken, all actions and to do, or cause to be done, all things requested by DEO to consummate and make effective the purposes of this Agreement.

The Recipient(s) explicitly allows DEO to request of any company or entity with which the Recipient held policies, or FEMA, or the SBA, or any other entity from which the Recipient(s) has applied for or is receiving Proceeds, any non-public or confidential information determined to be reasonably necessary by DEO to monitor and/or enforce its interest in the rights assigned to it under this Agreement and gives the Recipient(s)’s consent to such company or entity to release said information to DEO.

The Recipient(s) agrees that any lawyer or claims adjuster representing the Recipients in connection with Program benefits or services are authorized and instructed to communicate with DEO regarding the nature and status of claims and to share information with DEO relating to the claims. The lawyer and claims professional shall protect the interest of the State in any proceeds resulting from the claim upon receipt of notice of this subrogation.

If the Recipient(s) hereafter receives any Proceeds for the same purpose as the Program, the Recipient(s) agree to promptly pay such Proceeds, or an equivalent amount of funds, to DEO in accordance with the terms of this Agreement.

In any proceeding to enforce this Agreement, DEO shall be entitled to recover all costs of enforcement, including actual attorneys' fees.

Printed Name

Signature

Date

Printed Name

Signature

Date

STAFF VERIFICATION

I certify that the individual(s) whose signature appears above provided the information recorded on this form.

Printed Name

Signature

Date