

**PUR 1015  
Agreement  
for  
State Purchasing Insurance Program Participation  
No. [YY]-SPIP-[XXXX]-[entity initials]**

This Agreement for State Purchasing Insurance Program Participation (Agreement) No. [YY]-SPIP-[XXXX]-[entity initials] is for participation in the State Purchasing Insurance Program (SPIP) through the Department of Management Services (DMS). This Agreement is between DMS, an agency of the State of Florida (State), located at 4050 Esplanade Way, Tallahassee, FL 32399; and [entity name] (Insured Entity), [either: “an agency of the State” OR “an eligible user pursuant to Rule 60A-1.015, Florida Administrative Code”] located at [address]; collectively referred to herein as the “Parties.”

**WHEREAS**, DMS is authorized by section 287.022(1), Florida Statutes (F.S.), to purchase insurance;

**WHEREAS**, DMS, through the Division of State Purchasing (State Purchasing), procures the statewide insurance contracts that are available through the SPIP; and

**WHEREAS**, DMS recognizes the Insured Entity’s other insurance coverages are with the Department of Financial Services’ State Risk Management Trust Fund (SRMTF) under Certificate of Insurance number [number].

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**1. Term and Effective Date.**

This Agreement will become effective on [date], or on the date signed by all Parties, whichever is later. The Agreement will renew automatically on an annual basis, unless otherwise terminated as identified in Section 8, Termination.

**2. Scope.**

This Agreement includes the entire scope of the insurance policies that the Insured Entity is listed as a named insured for insurance policies purchased under the SPIP.

**3. Insurance Coverage.**

The Insured entity agrees to comply with the following:

- a. Contact Information. Provide, at minimum, information for the following primary points of contacts, which shall include the name, telephone number, email address, and mailing address for:
  - i. Insurance Coordinator or Risk Manager
  - ii. Finance and Accounting Individual

The Insured Entity agrees to notify the identified SPIP Coordinator of any changes to primary contacts within 24 hours of such change and provide a replacement contact, even if temporary.

b. Policy coverage.

- i. If the Insured Entity is an agency and is requesting new policy coverage, the Insured Entity shall only request the Department to procure insurance for insurance coverages available pursuant to Rule 60A-1.015, Florida Administrative Code (F.A.C.).
  - a. Insured Entity shall request the Department procure a new policy via email which shall include evidence of a DFS determination that this coverage is not provided for by the SRMTF.
  - b. If approved for procurement, the Department will conduct the solicitation in accordance with applicable laws and rules.
  - c. Once new policy coverage has been secured, the SPIP coordinator and Insured Entity will conform to the obligations set forth in this Agreement.
- ii. If the Insured Entity is an agency or an eligible user permitted to obtain insurance pursuant to Rule 60A-1.015, F.A.C., wishing to be added to an existing SPIP insurance policy, the Insured Entity shall contact the SPIP coordinator and provide all requested data associated with the applicable policy.
  - a. The SPIP coordinator will provide the Insured Entity's information to the agent of record representing the insurance carrier (Broker) to confirm eligibility and acceptance on the policy.
  - b. If the Broker accepts the addition of the Insured Entity for coverage under the existing insurance policy, the SPIP coordinator will provide notice to the Insured Entity and work with the Broker to update all policy documents. Once updated, the SPIP coordinator and Insured Entity will conform to the obligations set forth in this Agreement.

c. Policy Information. For each SPIP insurance policy that the Insured Entity is a named insured on, the Insured Entity shall:

- i. Maintain a current schedule of values, a total insured value, and a detailed inventory of all exposures for *each* insurance policy.
- ii. Maintain a list of all SPIP insurance policies which it participates in. At a minimum, the list shall include the insurance policy name, insurance policy expiration date, and any policy reporting requirements as identified in 3.e of this Agreement. It is recommended that the list also includes the current Contractor, Insurer, and policy number as provided by DMS.
- iii. Refer to and use the SPIP webpage as a resource for insurance policy documents, key coverage information, claim forms, information on requesting additions, modifications, and deletions in insurance coverage, reporting requirements, and other information related to SPIP.

- iv. Attend workshops and meetings held by DMS related to the Insured Entity's applicable SPIP policies. The Insured Entity's primary points of contact listed above in 3.a. are requested to attend.
- d. Policy Coordination. For each SPIP policy that the Insured Entity is a named insured on, the Insured Entity shall:
- i. For each SPIP policy that the Insured Entity is a named insured on, respond to all requests for SPIP policy information from the SPIP Coordinator by the due date specified in the request.
  - ii. Upon request from the SPIP Coordinator, provide total insured values and schedule of insured items (inventory) to support the SPIP solicitation and/or renewal actions for any insurance policy the Insured Entity intends to be a named insured under. This may include providing responses to insurance policy solicitation questions as applicable.
  - iii. Comply with policy reporting requirements and due dates for all applicable insurance policies, which will be posted on the SPIP Insurance Webpage, and included quarterly reports as required by the Broker.
  - iv. Coordinate all requests for SPIP insurance coverage directly with the SPIP Coordinator to include additions, modifications, and deletions. Coordination will include providing all information and documentation to the SPIP Coordinator necessary to facilitate the request.
  - v. Be responsible for premium payments when its schedule of values is included in an insurance policy procured through the SPIP.
- e. Policy Payment. The Insured Entity acknowledges that the insurance policies purchased through the SPIP are group policies which cover multiple named insureds, and the Insured Entity's failure to pay its allocated premium for a procured insurance policy will result in the cancellation of the entire insurance policy for all named insureds listed under the policy. As such, the Insured Entity agrees for each SPIP policy that the Insured Entity has requested to be a named insured for a SPIP policy, the Insured Entity shall:
- i. Take timely action to ensure that payment is remitted to the named contractor listed in the insurance invoice within 30 days of receipt of the invoice.
  - ii. Pay all insurance invoices in accordance with sections 215.422 and 287.0585, F.S., as applicable.
  - iii. Provide proof of invoice payment to the SPIP Coordinator for reporting purposes within 45 days of receipt of invoice.
- f. Claims Reporting and Management. For each SPIP policy that the Insured Entity is a named insured under, the Insured Entity shall:
- i. Immediately notify the SPIP Coordinator and Broker when a claim needs to be filed by using the Broker's/carrier's claim form, which will be posted on the SPIP website.

- ii. Communicate professionally and respond to all requests from the Broker regarding the claim within 48 hours. Once a claim has been reported, the Insured Entity acknowledges that the resolution of claims is between the Insured Entity and the insurance carrier.
- iii. Ensure that the Insured Entity's direct communication with the Broker/carrier is limited to claims coordination only.

Any resulting claim checks will be provided to DMS and then mailed to the Insurance Coordinator or Risk Manager listed in 3.a. above, unless otherwise provided for.

**4. DMS Responsibilities.**

Provided that the Insured Entity complies with its responsibilities identified in this Agreement, DMS shall:

- a. Provide oversight, management, and guidance for the SPIP insurance policies.
- b. Provide supporting documentation for SPIP policies to the Insured Entity as applicable.
- c. Provide invoice(s) to the Insured Entity for applicable insurance policies for which the Insured Entity is a named insured.
- d. Provide customer service to all named insured on any purchased SPIP insurance policies and serve as the main point of contact for all communications regarding the Insured Entity's insurance policy. The Insured Entity may only contact the Broker directly for the reporting of claims pursuant to Rule 60A-1.015, F.A.C.

**5. Primary Contacts.**

**DMS Point of Contact:**

[Name]  
 [Title]  
 [Division]  
 Florida Department of Management Services  
 4050 Esplanade Way, Suite 360  
 Tallahassee, Florida 32399  
 [Telephone: XXX-XXX-XXXX]  
 [Email]

**Insured Entity's Point of Contact:**

[Name]  
 [Title]  
 [Division]  
 [Agency]  
 [Address]  
 [City, Florida Zip]  
 [Telephone: XXX-XXX-XXXX]  
 [Email]

**6. Modifications.**

Except for changes to the names or contact information of the contacts listed in Section 5, Primary Contacts, above, any amendments to this Agreement must be in writing and signed by both Parties.

**7. Policy Removal or Exclusion.**

To renew and procure policies timely, the Insured Entity shall provide the requested information for a specific policy within the timeframes specified by the SPIP Coordinator. Failure to comply and provide the requested information for a specific policy will result in the Insured Entity's removal or exclusion of coverage from the specific policy.

**8. Termination.**

The Parties may terminate this Agreement by mutual agreement in writing with at least 30 days written notice.

**9. Survivability.**

The Agreement and any promises, covenants, and representations made herein are binding upon the Parties and all respective heirs, assigns, and successors in interest. The respective obligations of the Parties, which by their nature would continue beyond the termination or expiration of the Agreement will survive termination or expiration of the Agreement.

**10. Governing Law and Jurisdiction.**

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State. A State court of competent jurisdiction in Leon County, Florida, shall be the exclusive venue for any action regarding this Agreement.

**IN WITNESS THEREOF**, the Parties hereto have caused this Agreement to be executed by their duly authorized undersigned officials.

**[INSURED ENTITY NAME]**

**DEPARTMENT OF MANAGEMENT SERVICES**

\_\_\_\_\_  
**[Name]**

\_\_\_\_\_  
**[Name]**

\_\_\_\_\_  
**[Title]**

\_\_\_\_\_  
**[Title]**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**