



Safety and Risk Management

Risk Management and Insurance Plan

THE UNIVERSITY OF TEXAS AT SAN ANTONIO | 2025

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REVIEW & SIGNATURES

This Risk Management and Insurance Plan has been reviewed for regulatory compliance and best management practices by the undersigned individuals and is hereby adopted for use and compliance by all employees at The University of Texas at San Antonio.

| PRINTED NAME | SIGNATURE | TITLE | DATE |
|---------------|---|--|---------|
| Jason Dempsey | <div>DocuSigned by: </div> | Executive Director, Safety & Risk Management | 3/31/25 |
| John DeLaHunt | <div>Signed by: </div> | Assistant Director, Safety & Risk Management | 3/31/25 |

I. RECORD OF CHANGES

| CHANGE | DATE | EDITED | APPROVED |
|----------------------|------------|------------|------------|
| Plan creation | 11/01/2007 | | 11/30/2007 |
| Fully revised | | 11/26/2008 | |
| Revised | | 12/22/2009 | |
| Reviewed and revised | 7/26/2010 | | 7/26/2010 |
| Reviewed and revised | 6/01/2011 | | 6/01/2011 |
| Reviewed and revised | 2/9/2015 | | 2/9/2015 |
| Revised | | 4/05/2022 | |
| Reviewed and revised | 3/31/2025 | | |

Revisions to the 2015 manual are highlighted in grey, and summarized here.

Plan format updated throughout

Department name updated to Safety & Risk Management throughout

Individuals' names updated throughout

Page 5: Group email added (two instances)

Page 6: List of specific lines of insurance coverage deleted

Page 7: Clarification of coverage of UTSA assets added

Page 7: Titles updated

Page 8: Office/department name updated

Page 9: Operational responsibility regarding securing policies deleted

Page 9: Clarified reporting requirements to UT System

Page 10: Office/department name updated

Page 11: Annexes reorganized and updated

Page 12: Footnote added

Page 13: Definitions and requirements for UTSA Vehicles added

Page 13: Clarification for student-employee use of UTSA vehicles added

Page 13: Responsible departments updated

Page 14: Insurance requirements order adjusted

Page 14: Clarification of insurance for micromobility devices added

Page 15: Clarification of report of damage to state property added

Page 17: Reference to HOP 9.52 added

Page 19: New annex added

Page 21: New annex added

II. PROCEDURES

A. Reporting a Loss:

1. Contact UTSA Police Department dispatch, 458-4242 (x4242 from a campus phone) and request an incident report
2. Contact UTSA Risk Management, 458-5250 (x5250 from a campus phone)
3. Email notifications to RiskMgt@utsa.edu
 - a) Police Reports
 - b) Driver's Vehicle Accident Reports
 - c) Other statements

B. Contact Information

For more information about this plan and its implementation, contact:

Primary:

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Assistant Director
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General email inquiries: riskmgt@utsa.edu

III. OVERVIEW

A. Policy

It is the policy of the University of Texas at San Antonio (UTSA) to comply with Texas Administrative Codes regarding insurance, and to conform to University of Texas System insurance requirements.

B. Requirements

UTSA requires:

- a) Coverage as an additionally insured party on major contracts,
- b) A release of all claims as a condition of settlement of property damage and/or personal injury claims made against the university, excluding workers compensation, and
- c) Supplemental insurance and/or comprehensive risk management plans for some exposures.

C. Risk Management

UTSA actively engages in loss prevention, loss control and risk financing activities as means to manage risk. UTSA may apply risk consultation services, safety plan reviews, inspections, investigations, and permit processes to prevent and mitigate losses, in addition to providing insurance coverage.

IV. SCOPE AND APPLICATION

A. Scope

This plan provides an operational outline of the measures UTSA will implement to create and maintain insurance coverage for campus property and for certain activities of students, staff, faculty, and guests which expose the institution to legal liability.

B. Application

This Plan applies to all UTSA facilities, whether leased or owned, to all buildings and improvements on any land owned by UTSA regardless of management, to UTSA assets regardless of location, and to any activities that occur on UTSA land, in UTSA facilities, or as a result of partial or total sponsorship of any UTSA department, agency or group.

V. REVIEWS

A. Review Process

a) Review period

- 1) This plan shall be reviewed two years after initial issuance and every three years thereafter.
- 2) This plan shall be reviewed, as necessary, as part of any after-action report or events review which occurs following property damage, personal injury, workers compensation or loss of life due to fire and/or life safety factors.
- 3) This plan shall be reviewed when requested by any member of the President's senior staff.

b) Review participation and leadership

- 1) Departments with operational responsibilities shall participate in the review.
- 2) UTSA Safety & Risk Management shall lead the review process
- 3) Some campus and system agencies and departments shall have the option of participating in the review, though they do not have operational responsibilities under the plan. These agencies include:
 - i. UTSA Department of Institutional Compliance and Risk Services

ii. UTSA Staff Council

iii. UTSA Student Government Association

iv. UT System Office of Risk Management

VI. RESPONSIBILITIES

A. General Duty

All campus departments, staff, faculty and students have a general duty to create and maintain situations which reduce potential for loss, to respond to losses in ways which reduce their overall severity, and to engage the services of UTSA Safety & Risk Management and the UT System Office of Risk Management (UTS ORM) to finance recovery efforts through insurance.

B. Oversight

UTSA Safety & Risk Management provides primary oversight of this plan. Other campus and system departments provide operational support to this plan.

C. Operational responsibilities

Safety & Risk Management provides primary responsibility for:

- 1) Coordinating new and renewing coverage with UTS ORM,
- 2) Updating all policies to include current assets under coverage,
- 3) Training staff and faculty on risk management and insurance,
- 4) Consulting with faculty and staff concerning insurance coverage,
- 5) Consulting with faculty, staff, students and guests concerning loss prevention and loss control related to their activities,
- 6) Creating, auditing and updating risk management plans with faculty, staff, students and guests, as necessary,
- 7) Issuing and managing permits, as necessary, related to special activities involving campus assets, faculty, staff, students, and guests,
- 8) Reviewing major contracts to ensure adequate insurance and bonding,
- 9) Providing letters of indemnity to outside agencies, in lieu of certification of coverage as an additionally insured,
- 10) Investigating property damage and personal injury claims to assess UTSA exposure, and
- 11) Reporting as required to UTS ORM, including losses.

UTSA Safety & Risk Management and the UTSA Office of Legal Affairs share primary responsibility for:

- 1) Settlement of property damage claims against the institution, including releases of all future claims
- 2) Settlement of tortious bodily injury claims against the institution, including releases of all future claims

UTSA Safety & Risk Management and UTSA Real Estate and Property Management share primary responsibility for:

- 1) Management and mitigation of campus facility risk issues, whether identified internally or externally

APPENDICES

A. Standard Statement of Liability

B. Vehicle Safety and Driver Training

B1. Employee acknowledgement (sample)

C. Requirements for Tents and other Temporary Membrane Structures

D. Animal Care at Events

E. Drones and Boats

Appendix A - Standard Statement of Liability

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states "that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...." Liability of the state government under this chapter is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.¹

¹ UT System General Liability Policies, July 1, 2024, <https://utsystem.edu/offices/risk-management/general-liability-policies>

Appendix B - Vehicle Safety and Driver Training

1. State and federal law, UT System policies, and UTSA policies govern vehicle use for University business at UTSA
 - a. UT System policy UTS 157 governs system-wide insurance and loss prevention at UTSA, including requirements for drivers
 - b. UTSA HOP 5.18 governs student travel
 - c. UTSA HOP 8.9 governs fleet management, vehicle use, and driver requirements

2. UTSA Vehicles

- a. Insurance, UTS157, and this Plan consider motor-driven transportation to be vehicles; person-powered equipment (bicycles, skateboards, roller skates and blades, etc.) are not vehicles under insurance, UTS157, or this Plan.
- b. Insurance, UTS157, and this Plan do not consider personal mobility devices (electric scooters, hoverboards, e-bikes, etc.) to be vehicles.
- c. UTSA Vehicles include registered automobiles, motorcycles, carts, maintenance equipment (tractors, riding mowers), and industrial equipment (fork lifts, boom lifts, etc.).
- d. Insurance, UTS157, and this Plan consider vehicles leased for University use for more than six months to be UTSA Vehicles.

3. Drivers

- a. Only UTSA employees (including work study students in the course and scope of their employment) may drive UTSA Vehicles.
- b. Employees who drive UTSA vehicles must meet minimum requirements to be Authorized Drivers.
 - i. Motor vehicle record (MVR) check annually
 - ii. Defensive Driver training every three years
- c. UTSA Public Safety retrieves and reviews MVR checks.
- d. UTSA Fleet Management maintains records of authorized drivers.

4. Insurance

- a. Employees injured while driving vehicles, whether owned by UTSA or not, in the course and scope of duty shall have access to workers' compensation insurance, if the injuries are compensable under that program.
- b. UT System maintains liability coverage for UTSA Vehicles, or operated by UTSA under a long-term lease (longer than six months).
- c. UTSA maintains physical damage coverage for certain UTSA Vehicles. The Risk Management office maintains the schedule of assets protected by this insurance policy.
- d. UTSA maintains physical damage and liability coverage for some vehicles operated under trade-out agreements. The Risk Management office maintains the schedule of assets protected by this insurance policy.
- e. Because personal mobility devices are not Vehicles per insurance, UTS157, and this Plan, employee use of such devices while in the course and scope of employment is strongly discouraged.
- f. UTSA employees who operate any vehicle other than a UTSA Vehicle does so at their primary risk, with the driver's personal insurance, or that of the vehicle, providing primary coverage.
 - i. UTSA strongly discourages the use of personal vehicles for university purposes.
 - ii. UT System maintains insurance for hired/non-owned vehicles in excess of primary coverage.

5. Fleet operations

- a. UTSA does not maintain a pool of vehicles for assignment to campus departments or users.
- b. Real Estate and Property Management manages fleet operations, including acquisitions of new vehicles.

6. Reporting damage or theft

- a. In case of damage or theft to UT owned vehicles, vehicles leased or rented by UTSA, or personal vehicles used for institutional purposes:
 - i. On UTSA property, notify the UTSA Police Department.

- ii. Off UTSA property, notify local law enforcement.
- b. Report damage to state vehicles to UTSA Police Department, if not already complete.
- c. Report all accidents, damage, or theft to the Risk Management office as soon as the damage is discovered.

Appendix B1 – Sample Employee Acknowledgement

ACKNOWLEDGMENT FOR USE OF PERSONAL VEHICLE ON OFFICIAL UNIVERSITY BUSINESS UNDER POLICY UTS157

In consideration for the right to operate a personal vehicle on University business in accordance with Policy UTS157 - Automobile Insurance Coverage for Officers and Employees and General Requirements for Use of Vehicles - and to receive reimbursement for mileage and other benefits in accord therewith, the undersigned hereby agrees and represents to the University that they:

1. Have a valid Texas driver's license;
2. Have a driver's license that is not currently suspended or revoked;
3. Carry auto liability insurance to meet the State of Texas' minimum requirements;
4. Know that pursuant to Policy UTS157 - Automobile Insurance Coverage for Officers and Employees and General Requirements for Use of Vehicles, the UT System "Hired/Non-Owned" policy of insurance is secondary to the undersigned's personal auto liability insurance described in #3 above in the event of any claim or litigation arising out of the operation of said personal vehicle on official University business;
5. Know that if any statement above is false at the time made, or false at any time subsequent while employed by the University and while using a personal vehicle for official University business, the undersigned employee would be in violation of the General Requirements for Use of Vehicles contained within Policy UTS157, and would be subject to progressive discipline, up to and including termination.

Appendix C - Requirements for Tents and other Temporary Membrane Structures

1. Application:
 - a. This Appendix applies to tents and other temporary membrane structures when:
 - i. They are installed by UTSA employees for any purpose, OR
 - ii. They are installed for any event sponsored or organized by UTSA
 - b. This Appendix does not apply to tents and other temporary membrane structures when:
 - i. They are installed by others, AND
 - ii. They are installed for an event not sponsored or organized by UTSA
 - c. See also UTSA [HOP 9.52](#), Prohibition of Camping on University Property
2. Tents and other temporary membrane structures shall be installed and maintained in accordance with published standards and practices. These include, but are not limited to:
 - a. Manufacturer's instructions
 - b. The Industrial Fabrics Association International (IFAI) Procedural Handbook for the Safe Installation and Maintenance of Tentage, 2nd edition (available to UTSA staff through SAFETY & RISK MANAGEMENT)
 - c. NFPA 101, *Life Safety Code* (currently applicable edition, per UTSA SAFETY & RISK MANAGEMENT Fire and Life Safety Plan)
 - d. NFPA 1, *Fire Code* (currently applicable edition, per UTSA SAFETY & RISK MANAGEMENT Fire and Life Safety Plan)
3. Roles and responsibilities during installation and use of tents or other temporary membrane structures
 - a. The tent owner is responsible for ensuring that tents or other temporary membrane structures are maintained in accordance with applicable standards
 - b. The tent installer is responsible for ensuring that tents and other temporary membrane structures are erected or installed in accordance with applicable standards

- c. UTSA Safety & Risk Management is responsible for providing a review of tent and other temporary membrane structures, when
 - i. Requested by the event operator and/or the tent installer, or
 - ii. Deemed necessary by Safety & Risk Management
- d. The event operator is responsible for ensuring that tents and other temporary membrane structures are occupied in accordance with applicable standards

Appendix D – Animal Care at Events

1. Application:

- a. This appendix shall apply at any event where animals are brought to campus as exhibits or attractions.
- b. This appendix shall not apply to personal pets, service animals for people with disabilities, and emotional support animals while attending events.
- c. This appendix shall not apply to animals used in research, teaching, or testing subject to UTSA HOP 10.11.

2. Requirements:

- a. Organizers are responsible for determining whether the animal exhibit or attraction meets the applicable definitions in UTSA HOP 10.11.
- b. Organizers shall request space for events through existing UTSA event request, reservation, and review portals.
- c. In addition to dates, times, and places of events, organizers shall declare the following in events reservation requests:
 - i. Kinds of animals intended for display (common name, genus, species, sex, and developmental stages)
 - ii. Numbers of each animal intended for display
 - iii. Means of verifying state or federal licensing requirements, if any
 - iv. Means of delivery of vaccination records prior to the event
 - v. Means of delivery of a veterinary opinion that the animals are healthy for display prior to the event
 - vi. Means of providing care by a licensed veterinarian (including the name and contact information of the veterinarian)
 - vii. Housing locations and methods for the animals
 - viii. Plans for providing food, water, and shelter, including names of responsible caretakers

- ix. Plans for delivering, setting up, tearing down, removing, and cleaning up display area, including plans for off-site disposal of animal bedding
 - x. Plans for use of the animals
- d. As conditions of approval of the event request, SAFETY & RISK MANAGEMENT may require:
 - i. The use of Release/Indemnification Forms per UTSA HOP 5.19
 - ii. Signage marking the location and types of animals
 - iii. Funded work request(s) to Facilities to provide support services and/or repairs

Appendix E – Drones and Boats

1. Application:

- a. This appendix shall apply to all insurance placements for Unmanned Aerial Systems (UAS, drones) and motor-driven boats.

2. Requirements

- a. All motor-driven equipment used outdoors (automobiles, boats, and drones) shall operate with liability insurance for the operation
 - i. US Federal Aviation Administration (FAA) does not consider drone enclosures to be outdoors.
- b. Automobiles have liability insurance at the point of purchase
- c. Boats and drones require disclosure and scheduling with underwriters to have liability insurance.
- d. Operators of drones and boats shall not use the equipment until the Office of Risk and Emergency Management has confirmed the placement of the insurance coverage.

3. Insurance disclosure requirements

- a. Boats
 - i. Copy of license of certified operator
 - ii. Boat value
 - iii. Boat year of manufacture
- b. Drones
 - i. FAA small UAS operator's license
 - ii. FAA UAS registration
 - iii. UAS value
 - iv. Payload value
 - v. Year of manufacture

vi. Location(s) of operations, of outside the United States

Certificate Of Completion

Envelope Id: 7A79D27C-C41C-4494-BA7F-484596DBC63C

Status: Completed

Subject: Complete with Docusign: Risk and Insurance-Plan draft for review 2025-03-31

VPUnit:

Source Envelope:

Document Pages: 22

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

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Sabina.Cardenas@utsa.edu

IP Address: 129.115.2.183

Record Tracking

Status: Original

Holder: Sabina Cardenas

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3/28/2025 10:49:30 AM

Sabina.Cardenas@utsa.edu

Signer Events

John DeLaHunt

john.delahunt@utsa.edu

Assistant Director, Safety and Risk Management

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


348DC21C57D1450...

Signature Adoption: Pre-selected Style

Using IP Address: 99.151.203.52

Timestamp

Sent: 3/28/2025 10:51:07 AM

Viewed: 3/28/2025 10:52:40 AM

Signed: 3/28/2025 10:52:52 AM

Electronic Record and Signature Disclosure:

Accepted: 3/28/2025 10:52:40 AM

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Jason Dempsey

jason.dempsey@utsa.edu

Executive Director, Office of Risk and Emergency
Management

UTSA Office of Risk and Emergency Management
(OREM)

Security Level: Email, Account Authentication
(None)

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F01B72432D6D483...

Signature Adoption: Pre-selected Style

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Carbon Copy Events

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Witness Events

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Notary Events

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| Certified Delivered | Security Checked | 3/28/2025 11:03:20 AM |
| Signing Complete | Security Checked | 3/28/2025 11:03:34 AM |
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Required hardware and software

| | |
|----------------------------|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | <ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

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