



## TEXAS DEPARTMENT OF INSURANCE

### Regulatory Policy Division (113-1C)

333 Guadalupe, Austin, Texas 78701 \* PO Box 149104, Austin, Texas 78714-9104  
(512) 676-6610 | F: (512) 490-1045 | (800) 578-4677 | TDI.texas.gov | @TexasTDI

## REQUEST FOR APPLICATIONS TWIA EXPERT PANEL PEER REVIEW

We encourage you to distribute this application to all who may be interested in participating in this peer review.

### Part 1 – Background and Instructions

#### 1. Purpose

TDI seeks applications from firms, institutions, governmental bodies, and individuals interested in conducting a peer review of the Texas Windstorm Insurance Association (TWIA) Expert Panel's method or model designed to advise TWIA concerning the extent to which a loss to insurable property was incurred as a result of certain perils. The peer review will be conducted from February 5, 2016, through March 2, 2016, and no extensions will be granted.

Texas Insurance Code §2210.578 requires the commissioner to appoint a panel of experts to advise TWIA. The members of the panel will recommend to the commissioner methods or models for determining the extent to which a loss may be or was incurred as a result of wind, waves, tidal surges, or rising waters not caused by waves or surges for geographic areas or regions designated by the commissioner.

This document details peer reviewer duties, required qualifications, and the application process. The application is set out in Parts 2-4.

#### 2. Required Qualifications

A peer reviewer must have expertise in one or more of the following areas:

- meteorology of the Texas seacoast territory;
- the scientific basis for determining the extent to which property damage is caused by wind, waves, tidal surges, or rising waters not caused by waves or surges;
- wind engineering;
- structural engineering;
- coastal engineering;
- wave engineering;
- flood engineering; or
- the formation and flow of waves or rising waters due to tropical cyclones.

#### 3. How to Apply

- Complete and submit the application and required documentation in Parts 2-4. Corporate, institutional, or educational institution applicants must include detailed information about each individual who will perform the peer review services on behalf of the entity. Applications must also include information on individuals who will assist the primary peer reviewer.
- Deliver the application, documentation, and certification to Kate Thompson at:

Email\*: Kate.Thompson@tdi.texas.gov; or

Mail: Texas Department of Insurance  
Request for Applications – Expert Panel  
Kate Thompson, MC 105-5D

P.O. Box 149104  
Austin, Texas 78714-9104; or

Hand-delivery/  
Courier: Texas Department of Insurance  
Request for Applications – Expert Panel  
Kate Thompson, MC 105-5D  
333 Guadalupe Street  
Austin, Texas 78701

\*We recommend that you set up your email to provide an automatic delivery receipt to show the time you submit your application.

- Application deadline is January 25, 2016, at 3 p.m., Central time. TDI must receive your application by the deadline, and TDI reserves the right to reject late applications.

#### **4. Application Review Process**

TDI will review all timely-submitted applications and contact applicants, as necessary.

- Incomplete Applications  
TDI will follow up with applicants to request additional information, as needed.
- Notice  
After review, TDI may interview or contact applicants to discuss the next steps.

#### **5. Conflicts of Interest**

- Peer reviewer applicants must disclose any conflicts of interest. See Part 2, Section 4 for details.
- TDI, in its sole discretion, may consider conflicts during the application review process; however, a conflict of interest may not necessarily disqualify an applicant.

#### **6. Peer Reviewer Roles and Responsibilities**

- Peer reviewers will review methods or models and recommendations developed by the Expert Panel for determining the extent to which loss to insurable property in the catastrophe area may be or was incurred as a result of wind, waves, tidal surges, or rising waters not caused by waves or surges. *See Insurance Code §§2210.004 (insurable property) and 2210.005 (catastrophe area).*
- Peer review means bringing judgment based on experience and knowledge to the evaluation process—from setting the standards, to conducting the evaluation, to making final decisions. In all evaluation processes, judgment, reason, and the documentation of evidence contribute to effective peer review.
- Peer reviewers must agree to TWIA's confidentiality policies, and disclose any conflicts, any predisposition about TWIA or the Expert Panel, or any affiliation that could be prejudicial to TWIA or the Expert Panel that could otherwise affect in any way the deliberations or decision making.

#### **7. Compensation and Contract**

- Each peer reviewer will enter into a contract with TWIA which will outline services and compensation. TWIA will pay \$1,500 per peer review to each firm, institution, governmental body, or individual.

#### **8. TDI Contact Person**

Kate Thompson  
Texas Department of Insurance  
Regulatory Policy Division  
512-676-6692  
Kate.Thompson@tdi.texas.gov

#### **9. Release of Applications**

All applications become the property of TDI and may be subject to release under the Texas Public Information Act, Chapter 552 of the Texas Government Code.



Check all for which you have education or experience.

Meteorology of the Texas seacoast territory

Scientific basis for determining the extent to which property damage is caused by wind, waves, tidal surges, or rising waters not caused by waves or surges

Storm damage investigations involving property damage caused by wind, water, tidal surges, or rising waters caused by waves or surges

Formation and flow of waves or rising waters due to tropical cyclones

Model development or use of a model to determine the extent to which property damage is caused by wind, waves, tidal surges, or rising waters not caused by waves or surges

Wind Engineer

Structural Engineer

Coastal Engineer

Wave Engineer

Flood Engineer

Detail your work in your each area of expertise. For example, number of years, published research, models developed, etc. *(Attach additional page if needed.)*

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**Section 4: Conflicts of Interest**

Check all that apply.

I am a current or former TWIA employee.

\_\_\_\_\_ *Dates of employment*

I am a current or former TWIA contractor.

\_\_\_\_\_ *Dates of employment*

I am related to a current or former TWIA employee or contractor. *Provide the following information (Attach additional page if needed):*

\_\_\_\_\_ *Name*

\_\_\_\_\_ *Relation*

\_\_\_\_\_ *Dates of employment*

\_\_\_\_\_ *Name*

\_\_\_\_\_ *Relation*

\_\_\_\_\_ *Dates of employment*

I am a current TWIA policyholder.

I currently have an open claim with TWIA or filed one in the past.

\_\_\_\_\_ *Claim number*

Brief description of claim:

I am a current employee/contractor of an insurance company.

\_\_\_\_\_ *Insurance Company name*

Description of current job:

I am or have been a party in a lawsuit against TWIA.

Give details and dates for each instance.

I have another direct or indirect interest, financial or otherwise, that is in conflict with the expert panel's duties. Please provide details.

I am related to a member of the Expert Panel (click [here](#) to access Expert Panel Members' biographies).

\_\_\_\_\_ *Name of Expert Panel member*

I work/have worked with a member of the Expert Panel. (click [here](#) to access Expert Panel Members' biographies).

\_\_\_\_\_ *Name of Expert Panel member*

### Part 3 – References

List the full name, phone number, and relationship of three persons who will serve as references.

_____	_____	_____
<i>Full Name</i>	<i>Phone Number</i>	<i>Relationship</i>
_____	_____	_____
<i>Full Name</i>	<i>Phone Number</i>	<i>Relationship</i>
_____	_____	_____
<i>Full Name</i>	<i>Phone Number</i>	<i>Relationship</i>

### Part 4 – Certification and Agreement

By signing below, you certify that all the information provided in connection with this application is true and complete.

_____	_____
Signature	Date

#### Access and Correction of Personal Information

With few exceptions, you are entitled to be informed about the information that the Texas Department of Insurance collects about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you have a right to review or receive copies of information about yourself, including private information. However, TDI may withhold information for reasons other than to protect your right to privacy. Under Section 559.004 of the Texas Government Code, you are entitled to request that TDI correct information that TDI has about you that is incorrect. For more information about the procedure and costs for obtaining information from TDI or about the procedure for correcting information kept by TDI, please contact the Agency Counsel Section of TDI's Legal Services Program at [AgencyCounsel@tdi.texas.gov](mailto:AgencyCounsel@tdi.texas.gov), or you may refer to the [Corrections Procedure section](#) on our website.

TDI reserves the right to check with the Texas Department of Public Safety, the Federal Bureau of Investigation, or other organizations for any criminal history in accordance with applicable statutes. By submitting this application, I consent to TDI conducting a background check on me.

## Part 5 – Sample Contract

### AGREEMENT FOR INDEPENDENT PEER REVIEW SERVICES BETWEEN THE TEXAS WINDSTORM INSURANCE ASSOCIATION AND \_\_\_\_\_

THIS AGREEMENT is between the Texas Windstorm Insurance Association (TWIA), and \_\_\_\_\_ [or, if applicable, \_\_\_\_\_], represented by \_\_\_\_\_] (peer reviewer), and is made under the authority of Texas Insurance Code Chapter 2210.

Texas Insurance Code, Section 2210.578 requires the commissioner of the Texas Department of Insurance (TDI) to appoint a panel of experts to advise TWIA on the extent to which a loss to insurable property was the result of wind, waves, tidal surges, or rising waters not caused by waves or surges. Members of the panel must recommend to the commissioner methods or models for determining the extent to which a loss may be or was incurred as a result of wind, waves, tidal surges, or rising waters not caused by waves or surges, for geographic areas or regions designated by the commissioner. After the Expert Panel completes its method or model and submits final recommendations, those recommendations may be verified by independent peer review. The commissioner will then consider the Expert Panel's recommendations and publish guidelines TWIA must use to settle claims.

#### 1. PURPOSE

The purpose of this Agreement is to secure the services of a qualified and independent peer reviewer to conduct a peer review of the methods or models, and final recommendations from the TWIA Expert Panel.

#### 2. SERVICES AND DUTIES

Peer reviewer agrees to conduct an independent peer review on the methods or models and recommendations from the TWIA Expert Panel, submitted to TDI on January 4, 2016. Peer reviewer will analyze the underlying data, criteria, methodology, findings, and recommendations presented by the TWIA Expert Panel and provide a final report of its findings to TDI. The peer reviewer will look for compliance with accepted standards of professional and technical practices. The peer reviewer will perform all basic services and tasks necessary to complete this independent peer review.

TDI must receive the peer reviewer's final report no later than March 2, 2016.

The peer reviewer will convey all rights, title, and interest (including, without limitation, all copyrights, trademarks, trade secrets, and other intellectual property rights) in the peer reviewer's final report to TDI.

For firms, institutions, and governmental bodies, the following people (or classifications of personnel) will participate in the peer review:

\_\_\_\_\_

No one else may participate in the independent peer review nor will anyone else be paid for participation in the independent peer review.

#### 3. INDEPENDENCE AND AUTHORITY

Peer reviewer represents that, as of the date of this Agreement, the following is true:

I am not employed by, nor do I have any financial interest in TDI, TWIA, or related entities. I do not have any financial interest in the outcome of this peer review, nor any personal relationships that could influence or

compromise the review process. I have had no previous involvement in the method or model and final recommendations from the Expert Panel being reviewed.

I have disclosed in writing any and all relationships between (i) TDI, TWIA, the Expert Panel, and any of their employees, and (ii) me that could be a source of or create the appearance of a conflict of interest or could impair the independence of the peer review.

Providing services in fulfillment of this Agreement is in no way related to or impaired by my other financial, business, property, personal, or other relationships or interests, whether such relationships or interests are identified or not. All necessary notifications to other employers, clients, or others, if any, have been made and all necessary permissions, if any, have been granted.

#### 4. COMPENSATION

TWIA will pay \$1,500 to the peer reviewer. Peer reviewer must submit an invoice to TDI no later than April 1, 2016. See Exhibit A for a sample invoice. Send the invoice to the following contact via one of the following methods below:

Email:	Kate.Thompson@tdi.texas.gov
Mail:	Texas Department of Insurance Attn: Kate Thompson, MC 105-5D P.O. Box 149104 Austin, Texas 78714-9104
Hand-delivery/ Courier:	Texas Department of Insurance Attn: Kate Thompson, MC 105-5D 333 Guadalupe Street Austin, Texas 78701

#### 5. GENERAL CONSIDERATIONS

**Termination.** This Agreement may be terminated by TWIA or a peer reviewer without cause on written notice to the opposite party at any time prior to the delivery of the peer reviewer's final report. Should TWIA terminate this contract prior to delivery of the final report, TWIA will pay \$500 to the peer reviewer as liquidated damages.

Neither party will be liable to the other for any indirect, consequential, special, incidental or punitive damages arising out of or in connection with this Agreement or the performance of the services, even if such damages were foreseeable and including, without limitation, lost revenues, lost profits, or costs of replacement products or services.

Terms which by their nature would survive the termination of this Agreement will so survive together with any rights or obligations incurred prior to the effective date of termination.

**Professional Responsibility of Peer Reviewer, Standard of Care.** The standard of care for all professional and related services performed or furnished by each peer reviewer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

**Controlling Law and Venue.** This Agreement will be exclusively governed by the laws of the State of Texas, which apply to any action or proceeding between TWIA and any peer reviewer relating to or arising out of this Agreement or any assignment made pursuant to this Agreement. Venue for any such action or proceeding will be exclusively in Travis County, Texas.

**Confidentiality.** Except to the extent required by laws and regulations, all proceedings and recommendations of this peer review will be kept confidential unless all parties grant express written permission for specific disclosures. Peer reviewer

acknowledges that confidential information from TWIA may be received that may include confidential information of TWIA policyholders. Peer reviewer may not disclose to anyone except TDI any information obtained from TWIA or the Expert Panel. Peer reviewer agrees not to disclose to anyone, directly or indirectly, method/model, work-papers, data, databases, materials, research information, and reports, including calculation methods in any form, without written consent from TDI. Notwithstanding any provision herein to the contrary, the parties hereby acknowledge and agree that TWIA is subject to the Texas Public Information Act, Tex. Gov't Code §552.001 et seq. ("Public Information Act") and Attorney General Opinions issued under that statute and must comply with the provisions of Texas law including the Public Information Act.

Peer reviewer may list the independent peer review on summaries of professional experience or otherwise acknowledge its occurrence and their participation, but will not reveal particulars of the independent peer review.

**Survival.** All express representations, indemnifications, confidentiality provisions, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

**Waiver.** A party's nonenforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or the remainder of this Agreement.

This Agreement, together with any exhibits identified in Section 6, constitutes the entire Agreement between TWIA and peer reviewer as to the independent peer review, and supersedes all prior written or oral understandings regarding the independent peer review. This Agreement and Exhibits may only be amended, supplemented, modified, or terminated by a duly executed written instrument.

## 6. FORM OF INVOICE

A sample invoice form is attached as Exhibit A and made a part of this Agreement.

## 7. EXECUTION SIGNATURES

This Agreement is effective on \_\_\_\_\_, 2016.

**By signing below, each signatory agrees to the terms of this contract, and warrants that they have the authority to enter into this Agreement on behalf of the respective parties.**

\_\_\_\_\_  
TEXAS WINDSTORM INSURANCE ASSOCIATION  
Signature/Name

Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

\_\_\_\_\_  
INDEPENDENT PEER REVIEWER  
Signature/Name

Title: \_\_\_\_\_ (if applicable)  
Name of Firm: \_\_\_\_\_ (if applicable)  
Phone Number: \_\_\_\_\_  
Facsimile Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Date of Execution: \_\_\_\_\_

## Exhibit A - Sample Invoice

**Peer Reviewer Name and Address**

**INVOICE**

<b>Date</b>

<b>Mail To:</b>
Texas Department of Insurance Attn: Kate Thompson, Regulatory Policy Division P.O. Box 149104 Austin, TX 78714-9104  Re: TWIA Expert Panel Peer Review

<b>Remit Payment To:</b>
Peer Reviewer Name Peer Reviewer Address State, City, Zip  Peer Reviewer Phone

		Term	Project
			Expert Panel
Quantity	Description	Rate	Amount
1	Peer Review Final Report	1,500.00	1,500.00
	Peer Reviewer		
<b>TOTAL</b>			<b>\$1,500.00</b>