

## **2020 Oliver Wyman Long Term Care Study: Professional and General Liability**

The following describes the terms by which Oliver Wyman Actuarial Consulting, Inc. (“Oliver Wyman”) will conduct a peer benchmarking survey regarding professional and general liability long term care (the “Survey”). By providing Oliver Wyman with data in connection with the Survey, you agree to the following terms.

### Participants; Preparation of Survey Results

Oliver Wyman may admit any number of institutions to participate in the Survey (each, a “Participant”).

Oliver Wyman will collect data for the Survey from the Participants, organize the data, and prepare a benchmarking study report summarizing and presenting the data (the “Report”). The form of the Report will be determined by Oliver Wyman. Oliver Wyman will provide a copy of the Report to each Participant.

### Confidentiality

The Participant information included in the Report will be “blind information” such that a reasonable person could not attribute any information, finding, data point or observation to any particular Participant. The Report will not include names, identification numbers or other specific information with which a reasonable person could identify a Participant.

Oliver Wyman will protect the confidentiality of all non-public confidential information submitted by the Participants (other than the “blind information” included in the Report). Oliver Wyman will not use any such information for any purpose other than to incorporate the “blind information” into the Survey. Notwithstanding anything to the contrary herein, the receiving party shall have no obligation to preserve the confidential nature of any confidential information which (a) was previously known to the receiving party on a non-confidential basis, (b) is disclosed to third parties by the disclosing party without restriction, (c) is or becomes available generally to the public by other than unauthorized disclosure, (d) was or is independently developed by the receiving party without use of confidential information, or (e) is by agreement of the disclosing party released for disclosure by a third party.

Except for the names and business contact details of the individual employee(s) responding to the Survey, the Participants agree not to provide any personally identifiable information to Oliver Wyman in connection with the Survey.

The Participants may not attempt, by correlation of data or otherwise, to ascertain the identity of any Participant. If such identification is inadvertently made, it must be kept confidential and not used for any purpose whatsoever.

### Use of Survey Results

The American Health Care Association will make the Report available to its state affiliates and members for their use. By responding to the Survey, each Participant explicitly consents to publication of the Report.

The Report is intended solely to provide for peer benchmarking and may not be used as a means for competing companies or firms to reach any understanding, express or implied, which restricts

competition or in any way impairs the ability of any Participant to exercise independent business judgment regarding matters affecting competition.

No Warranties

The Report will be based solely upon the data provided by the Participants. Oliver Wyman makes no representation or warranty as to the accuracy or completeness of such data and the Report is being provided “as is” without warranty of any kind, express or implied. Oliver Wyman will not be liable to any Participant or any other person for any action taken or omitted to be taken by it under or in connection with the Survey or the Report.

Accepted and Agreed:

Participant: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_