

Change Healthcare Temporary Funding Assistance Program

We've heard the collective concerns from our practices about the terms associated with the Change Healthcare / Optum Temporary Funding Assistance Program. Our legal team has had the opportunity to review the terms and we want to provide all of our practices with the benefit of their observations, which also align with some of the [concerns raised by the American Hospital Association](#).

In particular, we encourage any practice considering the assistance program to consider the following:

- The program's terms aren't set in stone, which may create uncertainty and potential surprise.
 - Change can update any of the terms simply by providing notice to you.
- The repayment terms are strict.
 - Practices are required to repay funds within 5 days of receiving notice from Change.
 - Change can recoup funds "immediately and without prior notification," including directly from your bank account or by offsetting them against unpaid claims.
- Change limits their liability and waives some damages, placing liability risk on practices.
 - Any liability that Change has under the Program is limited to the amount they've paid you. They also waive any liability for "loss of data" or "unauthorized access or alterations to [your] bank account."
- You have to go to Minneapolis, Minnesota for any disputes.
 - Change requires participating practices to agree to arbitration in Minneapolis, Minnesota - regardless of where your office is located.

We know that each practice is unique, with different circumstances. Any practice considering participation in the program should review all the program's terms more fully to determine whether participation is right for you and your specific situation. We also encourage you to connect with your counsel to identify whether the program is right for you in light of your specific circumstances, as the above is not intended to provide individual legal advice.