



Out-Of-Network Provider Services Terms and Conditions

These terms and conditions apply in connection with this authorization for you to provide the specified services to the referenced Carelon Behavioral Health (“Carelon”) Member. Carelon will pay you (“Provider”) for the authorized services subject to the following terms and conditions:

1. Carelon will reimburse Provider for authorized Medicaid and/or Medicare covered services at 100% of applicable Medicaid and/or Medicare allowable rates, and Provider shall accept such payment hereunder as payment in full for services rendered to the Member.
2. Carelon will reimburse Provider for authorized Commercial covered services at 100% of the Carelon Behavioral Health Fee Schedules, and Provider shall accept such payment hereunder as payment in full for services rendered to the Member, except for Member “Cost Share” (herein defined as a Member deductible, copayment, or coinsurance) as applicable.
3. Provider acknowledges that authorization of services by Carelon is not a guarantee of eligibility and/or payment. Provider agrees to provide medically necessary services that are within Provider’s specialty to the Member in accordance with generally accepted medical standards, all applicable laws and regulations, in cost effective manner, and in accordance with Carelon’s referral, quality assurance, and utilization management policies and procedures.
4. Provider shall look solely to Carelon for payment with respect to covered services provided to the Member. Provider further agrees that in no event shall Provider seek any payment whatsoever from Member, his/her representative or a state department, agency, or subdivision, or plan for services rendered to Member, except for Member cost shares as applicable.
5. Provider shall neither seek nor accept any payment from the Member for any non-covered services, unless Provider can demonstrate that Provider informed the Member of the availability of covered services, that Member declined such covered services, and that Member agreed in writing to be billed for non-covered services.
6. Provider shall not engage in any practice with respect to the Member that constitutes unlawful discrimination on the basis of the Member's health status, need for healthcare, race, color, national origin or any other basis that violates state or federal law or regulation, including, but not limited to 45 CFR Part 80, 45 CFR Part 84 and 45 CFR Part 90.
7. Provider acknowledges that Provider’s license has never been restricted, suspended, or revoked and shall immediately inform Carelon in the event such action occurs. Provider further represents and warrants that it is not excluded from providing services to, receiving payment from or contracting with Medicare, Medicaid or any other federal or state health care program. In the event that Provider is excluded from providing services to, receiving payment from or contracting with Medicare, Medicaid or any other federal or state health care program, Provider acknowledges and agrees that Carelon shall not pay or reimburse Provider for any services that were rendered during the time that Provider was excluded from the same.

By providing services to the Member following the authorization noted above, you thereby agree to accept Carelon’s Out-of-Network Provider Services Terms and Conditions as set forth herein.

For additional information regarding the provision of out-of-network services to our Members, please see our **Out-of-Network Provider Guide & FAQ**, **State Website Resource Guide** and **OON Reimbursement & SCA Policy** by visiting our website at www.carelonbehavioralhealth.com/providers/join-our-network