ARTICLE XVIII. LIMITATIONS AND EXCLUSIONS

A. Services, supplies and treatment for services that are not covered under this Contract and complications from services, supplies and treatment for services that are not covered under this Contract are excluded.

B. Any of the limitations and exclusions listed in this Contract may be deleted or revised as shown in the Schedule of Benefits. Unless otherwise shown as covered in the Schedule of Benefits, the following are not covered, REGARDLESS OF CLAIM OF MEDICAL NECESSITY:

1. Services, treatments, procedures, equipment, drugs, devices, items or supplies that are not Medically Necessary.
2. Any charges exceeding the Allowable Charge.
3. Incremental nursing charges which are in addition to the Hospital’s standard charge for Bed, Board and General Nursing Service; charges for luxury accommodations or any accommodations in any Hospital or Allied Health Facility provided primarily for the patient’s convenience; or Bed, Board and General Nursing Service in any other room at the same time Benefits are provided for use of a Special Care Unit.
4. Services, Surgery, supplies, treatment, or expenses:
   a. other than those specifically listed as covered by this Contract or for which a Member has no obligation to pay, or for which no charge or a lesser charge would be made if a Member had no health insurance coverage. Benefits are available when Covered Services are rendered at medical facilities owned and operated by the State of Louisiana or any of its political subdivisions.
   b. rendered or furnished before the Member’s Effective Date or after Member’s coverage terminates, except as follows: Medical Benefits in connection with an Admission will be provided for an Admission in progress on the date a Member’s coverage under this Contract ends, until the end of that Admission or until a Member has reached any Benefit limitations set in this Contract, whichever occurs first;
   c. which are performed by or upon the direction of a Provider, Physician or Allied Health Professional acting outside the scope of his license;
   d. to the extent payment has been made or is available under any other contract issued by Louisiana Health Cooperative, Inc. or to the extent provided for under any other contract, except as allowed by law, and except for limited Benefit policies;
   e. which are Investigational in nature, except as specifically provided in this Contract. Investigational determinations are made in accordance with Our policies and procedures for such determinations which are on file with the Louisiana Department of Insurance;
   f. rendered as a result of occupational disease or injury compensable under any Workers’ Compensation Law subject to the provisions of La. R.S. 23:1205(C);
   g. received from a dental or medical department maintained by or on behalf of an employer, a mutual Benefit association, labor union, trust, or similar person or Group; or
   h. rendered by a Provider who is the Member’s spouse, child, stepchild, parent, stepparent or grandparent.
   i. Paid or payable under Medicare Part A or Part B when the member has Medicare, except when the Medicare Secondary Payer provisions apply.
   j. required to treat an Injury or illness are not Covered when a contributing cause was Your commission of or attempt to commit a felony, or to which a contributing cause was the Your being engaged in an illegal occupation.
5. Services in the following categories:
   a. those for diseases contracted or injuries sustained as a result of war, declared or undeclared, or any act of war;
   b. those for injuries or illnesses found by the Secretary of Veterans' Affairs to have been incurred in or aggravated during the performance of service in the uniformed services;
   c. those occurring as a result of taking part in a riot or acts of civil disobedience;
   d. those occurring as a result of a Member's commission or attempted commission of a felony. This exclusion does not apply to the extent inconsistent with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Benefits are available to the Member for illness or bodily injury due to an act of domestic violence or a medical condition (including both physical and mental health conditions); or in case of emergency care, the initial medical screening examination, treatment and stabilization of an Emergency Medical Condition.
   e. for treatment of any Member confined in a prison, jail, or other penal institution.

6. Services, surgery, supplies, treatment, or expenses in connection with or related to, or complications from the following REGARDLESS OF CLAIM OF MEDICAL NECESSITY:
   a. rhinoplasty;
   b. blepharoplasty services identified by CPT codes 15820, 15821, 15822, 15823; brow ptosis identified by CPT code 67900; or any revised or equivalent codes;
   c. gynecomastia;
   d. breast enlargement or reduction, except for breast reconstructive services as specifically provided in this Contract;
   e. implantation, removal and/or re-implantation of breast implants and services, illnesses, conditions, complications and/or treatment in relation to or as a result of breast implants;
   f. implantation, removal and/or re-implantation of penile prosthesis and services, illnesses, conditions, complications and/or treatment in relation to or as a result of penile prosthesis;
   g. diastasis recti;
   h. biofeedback;
   i. lifestyle/habit changing clinics and/or programs;
   j. treatment related to sex transformations, sexual function, sexual dysfunctions or inadequacies.
   k. industrial testing or self-help programs including, but not limited to stress management programs, work hardening programs and/or functional capacity evaluations; driving evaluations, etc;
   l. recreational therapy;
   m. Inpatient pain rehabilitation or pain control programs; and/or
   n. primarily to enhance athletic abilities.

7. Services, Surgery, supplies, treatment, or expenses related to:
   a. eyeglasses or contact lenses (except for the initial pair and fitting of eyeglasses or contact lenses required following cataract Surgery), unless shown as covered in the Schedule of Benefits;
   b. eye exercises, visual training, or orthoptics;
   c. hearing aids or for examinations for the prescribing or fitting of hearing aids, except as specified in this Contract;
   d. hair pieces, wigs, hair growth, and/or hair implants;
   e. the correction of refractive errors of the eye, including, but not limited to, radial keratotomy and laser surgery; or
   f. visual therapy.
8. Services, Surgery, supplies, treatment or expenses related to:
   a. any costs of donating an organ or tissue for transplant when a Member is a donor except as provided in this Contract;
   b. transplant procedures for any human organ or tissue transplant not specifically listed as covered. Related services or supplies include administration of high dose chemotherapy to support transplant procedures;
   c. the transplant of any non-human organ or tissue; or
   d. bone marrow transplants and stem cell rescue (autologous and allogeneic) are not covered, except as provided in this Contract.

9. Regardless of Medical Necessity, Benefits are not available for any of the following, except as specifically provided for in this Contract:
   a. weight reduction programs;
   b. removal of excess fat or skin, regardless of Medical Necessity, or services at a health spa or similar facility; or
   c. obesity or morbid obesity, regardless of Medical Necessity.

10. Food or food supplements, formulas and medical foods, including those used for gastric tube feedings. This exclusion does not apply to Low Protein Food Products as described in this Contract.

11. Sales tax or interest including sales tax on Prescription Drugs. Any applicable sales tax imposed on Prescription Drugs will be included in the cost of the Prescription Drugs in determining the Member’s Coinsurance and Our financial responsibility. We will cover the cost of sales tax imposed on eligible Prescription Drugs, unless the total Prescription Drug Cost is less than the Member’s Copayment, in which case, the Member must pay the Prescription Drug cost and sales tax.

12. Personal comfort, personal hygiene and convenience items including, but not limited to, air conditioners, humidifiers, personal fitness equipment, or alterations to a Member’s home or vehicle.

13. Charges for the delivery of health care, diagnosis, consultation, or treatment of a Member, unless the Provider is physically present with the Member at the time services are rendered, are not covered unless approved by Us. Covered Services delivered using technology, including but not limited to audio and video transmission, telephone or email, may be subject to Authorization as shown in the Schedule of Benefits.

14. Charges for failure to keep a scheduled visit, completion of a Claim form, or obtain medical records or information required to adjudicate a Claim, or for access to or enrollment in or with any Provider.

15. Routine foot care; palliative or cosmetic care or treatment; treatment of flat feet. Except for persons who have been diagnosed with diabetes: cutting or removal of corns and calluses, nail trimming or debriding, or supportive devices of the foot.

16. Any abortion other than to save the life of the mother.

17. Services or supplies related to the diagnosis and treatment of Infertility including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug
or hormonal therapy administered as part of the treatment. Even if fertile, these procedures are not available for Benefits.

18. Services, supplies or treatment related to artificial means of Pregnancy including, but not limited to, in vitro fertilization, uterine embryo lavage, embryo transfer, artificial insemination, gamete intrafallopian tube transfer, zygote intrafallopian tube transfer, low tubal ovum transfer, and drug or hormonal therapy administered as part of the treatment.

19. Services or supplies for pre-implantation genetic diagnosis and pre-genetic determination.

20. Acupuncture, anesthesia by hypnosis, or charges for anesthesia for non-covered services.

21. Services, supplies or treatment for cosmetic purposes, Cosmetic Surgery and any complications of Cosmetic Surgery, unless required for a Congenital Anomaly.

22. Dental Care and Treatment and dental appliances except as specifically provided in this Contract under Oral Surgery Benefits.

23. Except for Cleft lip and Cleft Palate Services, Diagnosis, treatment, or surgery of dentofacial anomalies including, but not limited to, malocclusion, Temporomandibular/Craniofacial Joint Disorder, hyperplasia or hypoplasia of the mandible and/or maxilla, and any orthognathic condition.

24. Medical exams and/or diagnostic tests for routine or periodic physical examinations, screening examinations and immunizations, including occupational, recreational, camp or school required examinations, except as specifically provided in this Contract.

25. Travel, whether or not recommended by a Physician, and/or Ambulance Services, except as specifically provided in this Contract.

26. Educational services and supplies, training or re-training for a vocation, or the diagnosis, testing, or treatment for remedial reading, dyslexia and other learning disabilities. This exclusion for educational services and supplies does not apply to training and education for diabetes.

27. Admission to a Hospital primarily for Diagnostic Services, which could have been provided safely and adequately in some other setting, e.g., Outpatient department of a Hospital or Physician’s office.

28. Custodial Care, nursing home or custodial home care, regardless of the level of care required or provided.

29. Hospital charges for a well newborn, when not billed as part of the mother’s charges.

30. Counseling services such as career counseling, marriage counseling, divorce counseling, parental counseling and job counseling.

31. Any incidental procedure, unbundled procedure, or mutually exclusive procedure, except as described in this Contract.

32. Surgical and medical treatment for snoring in the absence of obstructive sleep apnea, including laser assisted uvulopalatoplasty (LAUP).

33. Paternity tests and tests performed for legal purposes.
34. Genetic testing, unless the results are specifically required for a medical treatment decision on the Member, or required by law.

35. Reversal of a voluntary sterilization procedure.

36. Any Durable Medical Equipment, disposable medical equipment, items and supplies over reasonable quantity limits as determined by Us; all defibrillators other than implantable defibrillators Authorized by Us.

37. Sleep studies, unless obtained in a facility that is accredited by the Joint Commission or the American Academy of Sleep Medicine (AASM). If a sleep study is obtained from a facility that is not accredited by one of these bodies, then neither the sleep study nor any professional Claims associated with the sleep study are eligible for coverage.

38. Applied Behavior Analysis. (ABA) that the Company has determined is not Medically Necessary. ABA rendered to Members age seventeen (17) and older. ABA rendered by a Provider that has not been certified as a behavior analyst by the Behavior Analyst Certification Board or rendered by a Provider that has not provided, to the satisfaction of Company, documented evidence of equivalent education, professional training, and supervised experience in ABA. Applied Behavior Analysis is not covered for conditions other than Autism Spectrum Disorders.

39. Additional Exclusions and Limitations may be found in ARTICLE VII: (Prescription Drug Benefits)

EXCLUSION TO THE PRESCRIPTION DRUG BENEFIT

The following drugs, medicines, and related services and supplies are not covered:

1. Any medical service, prescription drug, medicine, equipment, supply or procedure directly or indirectly related to a condition that is non-covered or not Medically Necessary is not Covered.

2. Other than Federal Food and Drug Administration (“FDA”) approved contraception methods, sterilization procedures, and patient education and counseling, abortions, abortion inducing drugs, and sterilization services and brand name contraceptives are Not Covered.

3. Drugs and supplies for an Injury are not Covered when a contributing cause was Your voluntary taking of or being under the influence of an intoxicant or narcotic that was not taken or administered on the advice of a Physician, including driving while under the influence of such intoxicant or narcotic. A police officer’s or treating Provider’s determination that You were functioning under the influence of such intoxicant or narcotic when the Injury was sustained will be sufficient evidence for this Exclusion to apply.

4. Any drug not approved for use by the Federal Food and Drug Administration (“FDA”), unless that drug is recognized for treatment of the covered indication in standard reference compendium or in substantially accepted peer-reviewed medical literature, and is medically necessary.

5. Except for Low Protein Food products, food or nutritional supplements and vitamins are Excluded, including but not limited to, infant formulas and vitamins, herbal supplements and any other nutritional or over-the-counter electrolyte supplements.
6. Drugs and supplies required to treat an Injury or illness are not Covered when a contributing cause was Your commission of or attempt to commit a felony, or to which a contributing cause was the Your being engaged in an illegal occupation.

7. Drugs and supplies used to treat a war-related sickness or Injury or a military services-connected disability or condition, are Excluded from Coverage when You are legally entitled to obtain treatment for such condition from the Veteran’s Administration (“VA”) and a VA facility is reasonably accessible to You.

8. Treatment, services, and supplies required to treat an Injury or illness that was directly or indirectly caused by an intentional or negligent action by You are not Covered, unless such Injury or illness is the direct result of an act of domestic violence or a medical condition.

9. Studies, treatments, or procedures for sex transformation, sexual identification or sexual dysfunction are not Covered.

10. Drugs or supplies for an illness or Injury eligible for, or Covered by, any Federal, State or local Government Workers’ Compensation Act, Occupational Disease law or other legislation of similar purpose is not Covered, unless the Employer is not required by law to provide such Coverage.

11. Drugs that require prior authorization are not covered without approval from LAHC.

12. Drugs that require step therapy are not covered without approval from LAHC.

13. Drugs in excess of LAHC-established quantity limits are not covered without approval from LAHC.

14. Drugs to replace prescriptions that were lost, misused, destroyed, or stolen are not covered.

15. Drugs that are refilled too soon are not covered without approval from LAHC.

16. Drugs filled at non-participating pharmacies are not covered without approval from LAHC.

17. Drugs that are available over-the-counter (OTC) are not covered unless listed as preventive health by LAHC.

18. Prescriptions for greater than a 30-day supply are not covered.

19. lifestyle-enhancing drugs including but not limited to medications used for cosmetic purposes (e.g., Botox®, Renova®, Tri-Luma®), hair loss or restoration (e.g., Propecia®, Rogaine®), effects of aging on the skin, medications for weight loss (e.g. Xenical®), or medications used to enhance athletic performance;

20. any medication not proven effective in general medical practice;

21. Investigational drugs and drugs used other than for the FDA approved indication, except drugs that are not FDA approved for a particular indication but that are recognized for treatment of the covered indication in a standard reference compendia or as shown in the results of controlled clinical studies published in at least two peer reviewed national professional medical journals and all Medically Necessary services associated with the administration of the drug;

22. fertility drugs;

23. minerals and vitamins, except for vitamins requiring a prescription for dispensation;

24. nutritional or dietary supplements, or herbal supplements and treatments;

25. Prescription vitamins not listed as covered in the Prescription Drug Formulary (including but not limited to Enlyte).

26. drugs that can be lawfully obtained without a Physician’s order, including over-the-counter ("OTC") drugs, or Prescription Drugs for which there is an OTC equivalent available;
28. refills in excess of the number specified by the Physician or the dispensing limitation described in this Contract, or a refill prior to seventy-five percent (75%) of day supply used, or any refills dispensed more than one (1) year after the date of the Physician’s original prescription;

29. Compounded drugs;

30. Prescription Drugs filled prior to the Member’s Effective Date or after a Member’s coverage ends;

31. replacement of lost or stolen Prescription Drugs, or those rendered useless by mishandling, damage or breakage;

32. prescription Drugs related to a non-covered service;

33. Prescription Drugs, equipment or substances to treat sexual or erectile dysfunction (e.g., Viagra®, Cialis®, Levitra®) unless specifically listed as Covered;

34. medication, drugs or substances that are illegal to dispense, possess, consume or use under the laws of the United States or any state, or that are dispensed or used in an illegal manner;

35. growth hormone therapy, except for chronic renal insufficiency, AIDS wasting, and Turner Syndrome, unless an endocrinologist confirms growth hormone deficiency with abnormal provocative stimulation testing;

36. Prescription Drugs for and/or treatment of idiopathic short stature;

37. topically applied prescription drug preparations that are approved by the FDA as medical devices;

38. Drugs used primarily to enhance athletic abilities;

39. lifestyle/habit changing clinics and/or programs;

40. treatment related to sex transformations, sexual function, sexual dysfunctions or inadequacies;

41. Industrial testing of self-help programs including, but not limited to stress management programs, work hardening programs and/or functional capacity evaluations; driving evaluations, etc.;

42. recreational therapy;

43. Inpatient pain rehabilitation or pain control programs.

44. Prescription Drug coverage for Controlled Dangerous Substances may be limited or excluded when Controlled Dangerous Substances have been prescribed by multiple prescribers on a concurrent basis, where a prescriber agrees prescriptions were obtained through Member misrepresentation to that prescriber. Limitation may include, but is not confined to requiring future Controlled Dangerous Substances to be obtained from only one prescriber and one pharmacy.

45. Prescription Drugs subject to the Step Therapy program when the Step Therapy program was not utilized or the drug was not approved by Company or its Pharmacy Benefit Manager.