

Adopted	Rejected
---------	----------

COMMITTEE REPORT

YES:	8
NO:	5

MR. SPEAKER:

*Your Committee on Labor and Employment, to which was referred House Bill 1175, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill **be amended** as follows:*

- 1 Page 1, between lines 12 and 13, begin a new paragraph and
- 2 insert:
- 3 "SECTION 2. IC 22-3-3-4, AS AMENDED BY P.L.258-1997(ss),
- 4 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
- 5 JULY 1, 1998]: Sec. 4. (a) After an injury and prior to an adjudication
- 6 of permanent impairment, the employer shall furnish or cause to be
- 7 furnished, free of charge to the employee, an attending physician for
- 8 the treatment of his injuries, and in addition thereto such surgical,
- 9 hospital and nursing services and supplies as the attending physician
- 10 or the worker's compensation board may deem necessary. If the
- 11 employee is requested or required by the employer to submit to
- 12 treatment outside the county of employment, the employer shall also
- 13 pay the reasonable expense of travel, food, and lodging necessary
- 14 during the travel, but not to exceed the amount paid at the time of the

1 travel by the state to its employees under the state travel policies and
2 procedures established by the department of administration and
3 approved by the state budget agency.

4 (b) During the period of temporary total disability resulting from
5 the injury, the employer shall furnish the physician services, and
6 supplies, and the worker's compensation board may, on proper
7 application of either party, require that treatment by the physician and
8 services and supplies be furnished by or on behalf of the employer as
9 the worker's compensation board may deem reasonably necessary.

10 (c) After an employee's injury has been adjudicated by agreement
11 or award on the basis of permanent partial impairment and within the
12 statutory period for review in such case as provided in section 27 of
13 this chapter, the employer may continue to furnish a physician or
14 surgeon and other medical services and supplies, and the worker's
15 compensation board may within the statutory period for review as
16 provided in section 27 of this chapter, on a proper application of either
17 party, require that treatment by that physician and other medical
18 services and supplies be furnished by and on behalf of the employer as
19 the worker's compensation board may deem necessary to limit or
20 reduce the amount and extent of the employee's impairment. The
21 refusal of the employee to accept such services and supplies, when
22 provided by or on behalf of the employer, shall bar the employee from
23 all compensation otherwise payable during the period of the refusal,
24 and his right to prosecute any proceeding under IC 22-3-2 through
25 IC 22-3-6 shall be suspended and abated until the employee's refusal
26 ceases. The employee must be served with a notice setting forth the
27 consequences of the refusal under this section. The notice must be in
28 a form prescribed by the worker's compensation board. No
29 compensation for permanent total impairment, permanent partial
30 impairment, permanent disfigurement, or death shall be paid or payable
31 for that part or portion of the impairment, disfigurement, or death
32 which is the result of the failure of the employee to accept the
33 treatment, services, and supplies required under this section. However,
34 an employer may at any time permit an employee to have treatment for
35 his injuries by spiritual means or prayer in lieu of the physician or
36 surgeon and other medical services and supplies required under this
37 section.

38 (d) If, because of an emergency, or because of the employer's

1 failure to provide an attending physician or surgical, hospital, or
 2 nursing services and supplies, or treatment by spiritual means or
 3 prayer, as required by this section, or because of any other good reason,
 4 a physician other than that provided by the employer treats the injured
 5 employee during the period of the employee's temporary total
 6 disability, or necessary and proper surgical, hospital, or nursing
 7 services and supplies are procured within the period, the reasonable
 8 cost of those services and supplies shall, subject to the approval of the
 9 worker's compensation board, be paid by the employer.

10 (e) Regardless of when it occurs, where a compensable injury
 11 results in the amputation of a body part, the enucleation of an eye, ~~or~~
 12 the loss of natural teeth, **or damage to muscles or nerves resulting in**
 13 **the loss of function or unremitting pain**, the employer shall furnish
 14 **or provide** an appropriate artificial member, braces, ~~and~~
 15 prosthodontics, **surgically implanted muscle stimulator, and**
 16 **transcutaneous electric nerve stimulator unit (TENS unit)**. The cost
 17 of repairs to or replacements for the artificial members, braces, ~~or~~
 18 prosthodontics, **surgically implanted muscle stimulator, and**
 19 **transcutaneous electric nerve stimulator unit (TENS unit)** that
 20 result from a compensable injury pursuant to a prior award and are
 21 required due to either medical necessity or normal wear and tear,
 22 determined according to the employee's individual use, but not abuse,
 23 of the artificial member, braces, ~~or~~ prosthodontics, **surgically**
 24 **implanted muscle stimulator, and transcutaneous electric muscle**
 25 **stimulator (TENS unit)** shall be paid from the second injury fund
 26 upon order or award of the worker's compensation board. The
 27 employee is not required to meet any other requirement for admission
 28 to the second injury fund.

29 (f) If an accident arising out of and in the course of employment
 30 after June 30, 1997, results in the loss of or damage to an artificial
 31 member, a brace, an implant, eyeglasses, prosthodontics, or other
 32 medically prescribed device, the employer shall repair the artificial
 33 member, brace, implant, eyeglasses, prosthodontics, or other medically
 34 prescribed device or furnish an identical or a reasonably equivalent
 35 replacement.

36 (g) This section may not be construed to prohibit an agreement
 37 between an employer and the employer's employees that has the
 38 approval of the board and that binds the parties to:

- 1 (1) medical care furnished by health care providers selected by
2 agreement before or after injury; or
3 (2) the findings of a health care provider who was chosen by
4 agreement.".

5 Page 2, after line 6, begin a new paragraph and insert:

6 "SECTION 4. IC 22-3-7-17, AS AMENDED BY
7 P.L.258-1997(ss), SECTION 15, IS AMENDED TO READ AS
8 FOLLOWS [EFFECTIVE JULY 1, 1998]: Sec. 17. (a) During the
9 period of disablement, the employer shall furnish or cause to be
10 furnished, free of charge to the employee, an attending physician for
11 the treatment of his occupational disease, and in addition thereto such
12 surgical, hospital, and nursing services and supplies as the attending
13 physician or the worker's compensation board may deem necessary. If
14 the employee is requested or required by the employer to submit to
15 treatment outside the county of employment, said employer shall also
16 pay the reasonable expense of travel, food, and lodging necessary
17 during the travel, but not to exceed the amount paid at the time of said
18 travel by the state of Indiana to its employees.

19 (b) During the period of disablement resulting from the
20 occupational disease, the employer shall furnish such physician,
21 services, and supplies, and the worker's compensation board may, on
22 proper application of either party, require that treatment by such
23 physician and such services and supplies be furnished by or on behalf
24 of the employer as the board may deem reasonably necessary. After an
25 employee's occupational disease has been adjudicated by agreement or
26 award on the basis of permanent partial impairment and within the
27 statutory period for review in such case as provided in section 27(i) of
28 this chapter, the employer may continue to furnish a physician or a
29 surgeon and other medical services and supplies, and the board may,
30 within such statutory period for review as provided in section 27(i) of
31 this chapter, on a proper application of either party, require that
32 treatment by such physician or surgeon and such services and supplies
33 be furnished by and on behalf of the employer as the board may deem
34 necessary to limit or reduce the amount and extent of such impairment.
35 The refusal of the employee to accept such services and supplies when
36 so provided by or on behalf of the employer, shall bar the employee
37 from all compensation otherwise payable during the period of such
38 refusal and his right to prosecute any proceeding under this chapter

1 shall be suspended and abated until such refusal ceases. The employee
 2 must be served with a notice setting forth the consequences of the
 3 refusal under this section. The notice must be in a form prescribed by
 4 the worker's compensation board. No compensation for permanent total
 5 impairment, permanent partial impairment, permanent disfigurement,
 6 or death shall be paid or payable for that part or portion of such
 7 impairment, disfigurement, or death which is the result of the failure of
 8 such employee to accept such treatment, services, and supplies,
 9 provided that an employer may at any time permit an employee to have
 10 treatment for his disease or injury by spiritual means or prayer in lieu
 11 of such physician, services, and supplies.

12 (c) Regardless of when it occurs, where a compensable
 13 occupational disease results in the amputation of a body part, the
 14 enucleation of an eye, ~~or~~ the loss of natural teeth, **or damage to**
 15 **muscles or nerves resulting in the loss of function or unremitting**
 16 **pain**, the employer shall furnish **or provide** an appropriate artificial
 17 member, braces, ~~and~~ prosthodontics, **surgically implanted muscle**
 18 **stimulator, and transcutaneous electric nerve stimulator unit**
 19 **(TENS unit)**. The cost of repairs to or replacements for the artificial
 20 members, braces, ~~or~~ prosthodontics, **surgically implanted muscle**
 21 **stimulator, and transcutaneous electric nerve stimulator unit**
 22 **(TENS unit)** that result from a compensable occupational disease
 23 pursuant to a prior award and are required due to either medical
 24 necessity or normal wear and tear, determined according to the
 25 employee's individual use, but not abuse, of the artificial member,
 26 braces, ~~or~~ prosthodontics, **surgically implanted muscle stimulator,**
 27 **and transcutaneous electric nerve stimulator unit (TENS unit)** shall
 28 be paid from the second injury fund upon order or award of the
 29 worker's compensation board. The employee is not required to meet
 30 any other requirement for admission to the second injury fund.

31 (d) If an emergency or because of the employer's failure to provide
 32 such attending physician or such surgical, hospital, or nurse's services
 33 and supplies or such treatment by spiritual means or prayer as specified
 34 in this section, or for other good reason, a physician other than that
 35 provided by the employer treats the diseased employee within the
 36 period of disability, or necessary and proper surgical, hospital, or
 37 nurse's services and supplies are procured within said period, the
 38 reasonable cost of such services and supplies shall, subject to approval

- 1 of the worker's compensation board, be paid by the employer.
- 2 (e) This section may not be construed to prohibit an agreement
3 between an employer and employees that has the approval of the board
4 and that:
- 5 (1) binds the parties to medical care furnished by providers
6 selected by agreement before or after disablement; or
7 (2) makes the findings of a provider chosen in this manner
8 binding upon the parties.
- 9 (f) The employee and the employee's estate do not have liability to
10 a health care provider for payment for services obtained under this
11 section. The right to order payment for all services provided under this
12 chapter is solely with the board. All claims by a health care provider for
13 payment for services are against the employer and the employer's
14 insurance carrier, if any, and must be made with the board under this
15 chapter."
- 16 Renumber all SECTIONS consecutively.
(Reference is to HB 1175 as introduced.)

and when so amended that said bill do pass.

Representative Liggett