



January 14, 2000

# HOUSE BILL No. 1050

DIGEST OF HB 1050 (Updated January 12, 2000 2:03 PM - DI 84)

**Citations Affected:** IC 16-39; IC 22-3.

**Synopsis:** Worker's compensation. Increases the compensation benefits per degree of permanent impairment for worker's compensation and occupational disease over a three year period. Provides that if a determination of eligibility for worker's compensation is not made within 30 days and the employer is subsequently determined to be liable to pay compensation, the first installment of compensation must include the accrued weekly compensation and interest at the legal rate computed from the date 14 days after the disability begins. Requires an employer to reimburse an injured employee for loss of wages when treatment or travel to or from the place of treatment causes a loss of working time to the employee. Provides increases in the worker's compensation and occupational disease average weekly wage. Increases the worker's compensation death benefit. Creates disabled from trade compensation. Creates the occupational disease second injury fund. Provides a five percent increase in the amount of a worker's compensation award against an employer that denied compensability. Provides for employee medical records privacy. Prohibits an employer or insurance carrier from transferring an employee from a treating medical service provider to another medical service provider without the employee's consent. Restricts employer and insurance representatives from being present at an employee medical examination unless the employee consents. Repeals the exclusions for an employee receiving worker's compensation.

**Effective:** July 1, 2000.

**Liggett, Young D**

November 23, 1999, read first time and referred to Committee on Labor and Employment.  
January 13, 2000, amended, reported — Do Pass.

HB 1050—LS 6518/DI 94+



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January 14, 2000

Second Regular Session 111th General Assembly (2000)

PRINTING CODE. Amendments: Whenever an existing statute (or a section of the Indiana Constitution) is being amended, the text of the existing provision will appear in this style type, additions will appear in **this style type**, and deletions will appear in ~~this style type~~.

Additions: Whenever a new statutory provision is being enacted (or a new constitutional provision adopted), the text of the new provision will appear in **this style type**. Also, the word **NEW** will appear in that style type in the introductory clause of each SECTION that adds a new provision to the Indiana Code or the Indiana Constitution.

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 1999 General Assembly.

## HOUSE BILL No. 1050

A BILL FOR AN ACT to amend the Indiana Code concerning labor and industrial safety.

*Be it enacted by the General Assembly of the State of Indiana:*

1 SECTION 1. IC 16-39-1-10 IS ADDED TO THE INDIANA CODE  
2 AS A **NEW SECTION** TO READ AS FOLLOWS [EFFECTIVE JULY  
3 1, 2000]: **Sec. 10. In addition to the provisions of this article**  
4 **relating to the privacy of medical records in general, the provisions**  
5 **of IC 22-3-5.5 apply to the privacy of an employee's medical**  
6 **records in worker's compensation cases.**

7 SECTION 2. IC 22-3-3-4 IS AMENDED TO READ AS FOLLOWS  
8 [EFFECTIVE JULY 1, 2000]: Sec. 4. (a) After an injury and prior to  
9 an adjudication of permanent impairment, the employer shall furnish  
10 or cause to be furnished, free of charge to the employee, an attending  
11 physician for the treatment of his injuries, 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, the 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 the

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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. **If the treatment or travel to or**  
4 **from the place of treatment causes a loss of working time to the**  
5 **employee, the employer shall reimburse the employee for the loss**  
6 **of wages using the basis of the employee's average daily wage.**

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

13 (c) **No representative of the employer or insurance carrier,**  
14 **including case managers or rehabilitation nurses, may be present**  
15 **at any treatment of an injured employee without the express**  
16 **written consent of the employee and the treating medical**  
17 **personnel. At the time of any medical treatment that a**  
18 **representative of the employer wishes to attend, the representative**  
19 **of the employer shall inform the injured employee and treating**  
20 **medical personnel that their written consent is required before the**  
21 **attendance of the employer's representative. The employee's**  
22 **compensation and benefits may not be jeopardized in any way due**  
23 **to the employer's failure or refusal to complete a written waiver**  
24 **allowing the attendance of the employer's representative. The**  
25 **employer's representative may not in any way cause the employee**  
26 **to believe that the employee's compensation and benefits will be**  
27 **terminated if the employee fails or refuses to complete a written**  
28 **waiver allowing the attendance of the employer's representative.**  
29 **The written waivers shall be executed on forms prescribed by the**  
30 **board.**

31 (d) After an employee's injury has been adjudicated by agreement  
32 or award on the basis of permanent partial impairment and within the  
33 statutory period for review in such case as provided in section 27 of  
34 this chapter, the employer may continue to furnish a physician or  
35 surgeon and other medical services and supplies, and the worker's  
36 compensation board may within the statutory period for review as  
37 provided in section 27 of this chapter, on a proper application of either  
38 party, require that treatment by that physician and other medical  
39 services and supplies be furnished by and on behalf of the employer as  
40 the worker's compensation board may deem necessary to limit or  
41 reduce the amount and extent of the employee's impairment. The  
42 refusal of the employee to accept such services and supplies, when

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1 provided by or on behalf of the employer, shall bar the employee from  
 2 all compensation otherwise payable during the period of the refusal,  
 3 and his right to prosecute any proceeding under IC 22-3-2 through  
 4 IC 22-3-6 shall be suspended and abated until the employee's refusal  
 5 ceases. The employee must be served with a notice setting forth the  
 6 consequences of the refusal under this section. The notice must be in  
 7 a form prescribed by the worker's compensation board. No  
 8 compensation for permanent total impairment, permanent partial  
 9 impairment, permanent disfigurement, or death shall be paid or payable  
 10 for that part or portion of the impairment, disfigurement, or death  
 11 which is the result of the failure of the employee to accept the  
 12 treatment, services, and supplies required under this section. However,  
 13 an employer may at any time permit an employee to have treatment for  
 14 his injuries by spiritual means or prayer in lieu of the physician or  
 15 surgeon and other medical services and supplies required under this  
 16 section.

17 ~~(d)~~ (e) If, because of an emergency, or because of the employer's  
 18 failure to provide an attending physician or surgical, hospital, or  
 19 nursing services and supplies, or treatment by spiritual means or  
 20 prayer, as required by this section, or because of any other good reason,  
 21 a physician other than that provided by the employer treats the injured  
 22 employee during the period of the employee's temporary total  
 23 disability, or necessary and proper surgical, hospital, or nursing  
 24 services and supplies are procured within the period, the reasonable  
 25 cost of those services and supplies shall, subject to the approval of the  
 26 worker's compensation board, be paid by the employer.

27 ~~(e)~~ (f) Regardless of when it occurs, where a compensable injury  
 28 results in the amputation of a body part, the enucleation of an eye, or  
 29 the loss of natural teeth, the employer shall furnish an appropriate  
 30 artificial member, braces, and prosthodontics. The cost of repairs to or  
 31 replacements for the artificial members, braces, or prosthodontics that  
 32 result from a compensable injury pursuant to a prior award and are  
 33 required due to either medical necessity or normal wear and tear,  
 34 determined according to the employee's individual use, but not abuse,  
 35 of the artificial member, braces, or prosthodontics, shall be paid from  
 36 the second injury fund upon order or award of the worker's  
 37 compensation board. The employee is not required to meet any other  
 38 requirement for admission to the second injury fund.

39 ~~(f)~~ (g) If an accident arising out of and in the course of employment  
 40 after June 30, 1997, results in the loss of or damage to an artificial  
 41 member, a brace, an implant, eyeglasses, prosthodontics, or other  
 42 medically prescribed device, the employer shall repair the artificial



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1 member, brace, implant, eyeglasses, prosthodontics, or other medically  
 2 prescribed device or furnish an identical or a reasonably equivalent  
 3 replacement.

4 ~~(g)~~ **(h)** This section may not be construed to prohibit an agreement  
 5 between an employer and the employer's employees that has the  
 6 approval of the board and that binds the parties to:

7 (1) medical care furnished by health care providers selected by  
 8 agreement before or after injury; or

9 (2) the findings of a health care provider who was chosen by  
 10 agreement.

11 **(i) After medical treatment has commenced, neither the**  
 12 **employer nor the insurance carrier is entitled to transfer or**  
 13 **otherwise redirect treatment to other treating medical personnel,**  
 14 **except in an emergency situation, unless the employee requests the**  
 15 **transfer or redirected treatment, the treating medical personnel**  
 16 **requests discontinuance of providing treatment, or there is other**  
 17 **good cause. If the employer or insurance carrier wishes to transfer**  
 18 **treatment for good cause, a transfer may not be permitted unless**  
 19 **and until the board issues an order granting the request. The**  
 20 **request shall be made on forms prescribed by the board.**

21 SECTION 3. IC 22-3-3-6 IS AMENDED TO READ AS FOLLOWS  
 22 [EFFECTIVE JULY 1, 2000]: Sec. 6. (a) After an injury and during the  
 23 period of claimed resulting disability or impairment, the employee, if  
 24 so requested by the employee's employer or ordered by the industrial  
 25 board, shall submit to an examination at reasonable times and places  
 26 by a duly qualified physician or surgeon designated and paid by the  
 27 employer or by order of the worker's compensation board. The  
 28 employee shall have the right to have present at any such examination  
 29 any duly qualified physician or surgeon provided and paid for by the  
 30 employee. No fact communicated to, or otherwise learned by, any  
 31 physician or surgeon who may have attended or examined the  
 32 employee, or who may have been present at any examination, shall be  
 33 privileged, either in the hearings provided for in IC 22-3-2 through  
 34 IC 22-3-6, or in any action at law brought to recover damages against  
 35 any employer who is subject to the compensation provisions of  
 36 IC 22-3-2 through IC 22-3-6. If the employee refuses to submit to or in  
 37 any way obstructs such examinations, the employee's right to  
 38 compensation and his right to take or prosecute any proceedings under  
 39 IC 22-3-2 through IC 22-3-6 shall be suspended until such refusal or  
 40 obstruction ceases. No compensation shall at any time be payable for  
 41 the period of suspension unless in the opinion of the worker's  
 42 compensation board the circumstances justified the refusal or



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1 obstruction. The employee must be served with a notice setting forth  
2 the consequences of the refusal under this subsection. The notice must  
3 be in a form prescribed by the board.

4 (b) Any employer requesting an examination of any employee  
5 residing within Indiana shall pay, in advance of the time fixed for the  
6 examination, sufficient money to defray the necessary expenses of  
7 travel by the most convenient means to and from the place of  
8 examination, and the cost of meals and lodging necessary during the  
9 travel. If the method of travel is by automobile, the mileage rate to be  
10 paid by the employer shall be the rate currently being paid by the state  
11 to its employees under the state travel policies and procedures  
12 established by the department of administration and approved by the  
13 budget agency. If such examination or travel to or from the place of  
14 examination causes any loss of working time on the part of the  
15 employee, the employer shall reimburse the employee for such loss of  
16 wages upon the basis of the employee's average daily wage. When any  
17 employee injured in Indiana moves outside Indiana, the travel expense  
18 and the cost of meals and lodging necessary during the travel payable  
19 under this section shall be paid from the point in Indiana nearest to the  
20 employee's then residence to the place of examination. No travel and  
21 other expense shall be paid for any travel and other expense required  
22 outside Indiana.

23 (c) A duly qualified physician or surgeon provided and paid for by  
24 the employee may be present at an examination if the employee so  
25 desires. In all cases where the examination is made by a physician or  
26 surgeon engaged by the employer and the injured employee has no  
27 physician or surgeon present at such examination, it shall be the duty  
28 of the physician or surgeon making the examination to deliver to the  
29 injured employee, or the employee's representative, a statement in  
30 writing of the conditions evidenced by such examination. The  
31 statement shall disclose all facts that are reported by such physician or  
32 surgeon to the employer. Such statement shall be furnished to the  
33 employee or the employee's representative, as soon as practicable, but  
34 not later than thirty (30) days before the time the case is set for hearing.  
35 The statement may be submitted by either party as evidence by that  
36 physician or surgeon at a hearing before the worker's compensation  
37 board if the statement meets the requirements of subsection ~~(e)~~ (f). If  
38 such physician or surgeon fails or refuses to furnish the employee or  
39 the employee's representative with such statement thirty (30) days  
40 before the hearing, then the statement may not be submitted as  
41 evidence, and such physician or surgeon shall not be permitted to  
42 testify before the worker's compensation board as to any facts learned

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1 in such examination. All of the requirements of this subsection apply  
2 to all subsequent examinations requested by the employer.

3 **(d) No representative of the employer or insurance carrier,**  
4 **including case managers or rehabilitation nurses, may be present**  
5 **at any examination of an injured employee without the express**  
6 **written consent of the employee and the treating medical**  
7 **personnel. At the time of any medical examination that a**  
8 **representative of the employer wishes to attend, the representative**  
9 **of the employer shall inform the injured employee and treating**  
10 **medical personnel that their written consent is required before the**  
11 **attendance of the employer's representative. The employee's**  
12 **compensation and benefits may not be jeopardized in any way due**  
13 **to the employer's failure or refusal to complete a written waiver**  
14 **allowing the attendance of the employer's representative. The**  
15 **employer's representative may not in any way cause the employee**  
16 **to believe that the employee's compensation and benefits will be**  
17 **terminated if the employee fails or refuses to complete a written**  
18 **waiver allowing the attendance of the employer's representative.**  
19 **The written waivers shall be executed on forms prescribed by the**  
20 **board.**

21 ~~(d)~~ **(e)** In all cases where an examination of an employee is made by  
22 a physician or surgeon engaged by the employee, and the employer has  
23 no physician or surgeon present at such examination, it shall be the  
24 duty of the physician or surgeon making the examination to deliver to  
25 the employer or the employer's representative a statement in writing of  
26 the conditions evidenced by such examination. The statement shall  
27 disclose all facts that are reported by such physician or surgeon to the  
28 employee. Such statement shall be furnished to the employer or the  
29 employer's representative as soon as practicable, but not later than  
30 thirty (30) days before the time the case is set for hearing. The  
31 statement may be submitted by either party as evidence by that  
32 physician or surgeon at a hearing before the worker's compensation  
33 board if the statement meets the requirements of subsection ~~(e)~~ **(f)**. If  
34 such physician or surgeon fails or refuses to furnish the employer, or  
35 the employer's representative, with such statement thirty (30) days  
36 before the hearing, then the statement may not be submitted as  
37 evidence, and such physician or surgeon shall not be permitted to  
38 testify before the industrial board as to any facts learned in such  
39 examination. All of the requirements of this subsection apply to all  
40 subsequent examinations made by a physician or surgeon engaged by  
41 the employee.

42 ~~(e)~~ **(f)** All statements of physicians or surgeons required by this



1 section, whether those engaged by employee or employer, shall contain  
2 the following information:

3 (1) The history of the injury, or claimed injury, as given by the  
4 patient.

5 (2) The diagnosis of the physician or surgeon concerning the  
6 patient's physical or mental condition.

7 (3) The opinion of the physician or surgeon concerning the causal  
8 relationship, if any, between the injury and the patient's physical  
9 or mental condition, including the physician's or surgeon's reasons  
10 for the opinion.

11 (4) The opinion of the physician or surgeon concerning whether  
12 the injury or claimed injury resulted in a disability or impairment  
13 and, if so, the opinion of the physician or surgeon concerning the  
14 extent of the disability or impairment and the reasons for the  
15 opinion.

16 (5) The original signature of the physician or surgeon.

17 Notwithstanding any hearsay objection, the worker's compensation  
18 board shall admit into evidence a statement that meets the requirements  
19 of this subsection unless the statement is ruled inadmissible on other  
20 grounds.

21 ~~(f)~~ (g) Delivery of any statement required by this section may be  
22 made to the attorney or agent of the employer or employee and such  
23 action shall be construed as delivery to the employer or employee.

24 ~~(g)~~ (h) Any party may object to a statement on the basis that the  
25 statement does not meet the requirements of subsection ~~(e)~~ (f). The  
26 objecting party must give written notice to the party providing the  
27 statement and specify the basis for the objection. Notice of the  
28 objection must be given no later than twenty (20) days before the  
29 hearing. Failure to object as provided in this subsection precludes any  
30 further objection as to the adequacy of the statement under subsection  
31 ~~(e)~~ (f).

32 ~~(h)~~ (i) The employer upon proper application, or the worker's  
33 compensation board, shall have the right in any case of death to require  
34 an autopsy at the expense of the party requesting the same. If, after a  
35 hearing, the worker's compensation board orders an autopsy and such  
36 autopsy is refused by the surviving spouse or next of kin, then any  
37 claim for compensation on account of such death shall be suspended  
38 and abated during such refusal. The surviving spouse or dependent  
39 must be served with a notice setting forth the consequences of the  
40 refusal under this subsection. The notice must be in a form prescribed  
41 by the worker's compensation board. No autopsy, except one performed  
42 by or on the authority or order of the coroner in the discharge of the



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1 coroner's duties, shall be held in any case by any person, without notice  
 2 first being given to the surviving spouse or next of kin, if they reside in  
 3 Indiana or their whereabouts can reasonably be ascertained, of the time  
 4 and place thereof, and reasonable time and opportunity given such  
 5 surviving spouse or next of kin to have a representative or  
 6 representatives present to witness same. However, if such notice is not  
 7 given, all evidence obtained by such autopsy shall be suppressed on  
 8 motion duly made to the worker's compensation board.

9 SECTION 4. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS  
 10 [EFFECTIVE JULY 1, 2000]: Sec. 7. (a) Compensation shall be  
 11 allowed on account of injuries producing only temporary total disability  
 12 to work or temporary partial disability to work beginning with the  
 13 eighth (8th) day of such disability except for medical benefits provided  
 14 in section 4 of the chapter. Compensation shall be allowed for the first  
 15 seven (7) calendar days only if the disability continues for longer than  
 16 twenty-one (21) days.

17 (b) The first weekly installment of compensation for temporary  
 18 disability is due fourteen (14) days after the disability begins. Not later  
 19 than fifteen (15) days from the date that the first installment of  
 20 compensation is due, the employer or the employer's insurance carrier  
 21 shall tender to the employee or to the employee's dependents, with all  
 22 compensation due, a properly prepared compensation agreement in a  
 23 form prescribed by the board. Whenever an employer or the employer's  
 24 insurance carrier denies or is not able to determine liability to pay  
 25 compensation or benefits, the employer or the employer's insurance  
 26 carrier shall notify the worker's compensation board and the employee  
 27 in writing on a form prescribed by the worker's compensation board not  
 28 later than thirty (30) days after the employer's knowledge of the  
 29 claimed injury. If a determination of liability cannot be made within  
 30 thirty (30) days, the worker's compensation board may approve an  
 31 additional thirty (30) days upon a written request of the employer or the  
 32 employer's insurance carrier that sets forth the reasons that the  
 33 determination could not be made within thirty (30) days and states the  
 34 facts or circumstances that are necessary to determine liability within  
 35 the additional thirty (30) days. More than thirty (30) days of additional  
 36 time may be approved by the worker's compensation board upon the  
 37 filing of a petition by the employer or the employer's insurance carrier  
 38 that sets forth:

- 39 (1) the extraordinary circumstances that have precluded a  
 40 determination of liability within the initial sixty (60) days;  
 41 (2) the status of the investigation on the date the petition is filed;  
 42 (3) the facts or circumstances that are necessary to make a



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determination; and

(4) a timetable for the completion of the remaining investigation.

**If a determination of liability is not made within thirty (30) days and the employer is subsequently determined to be liable to pay compensation, the first installment of compensation must include the accrued weekly compensation and interest at the legal rate of interest specified in IC 24-4.6-1-101 computed from the date fourteen (14) days after the disability begins.** An employer who fails to comply with this section is subject to a civil penalty of fifty dollars (\$50), to be assessed and collected by the board upon notice and hearing. Civil penalties collected under this section shall be deposited in the state general fund.

(c) Once begun, temporary total disability benefits may not be terminated by the employer unless:

(1) the employee has returned to any employment;

(2) the employee has died;

(3) the employee has refused to undergo a medical examination under section 6 of this chapter or has refused to accept suitable employment under section 11 of this chapter;

(4) the employee has received five hundred (500) weeks of temporary total disability benefits or has been paid the maximum compensation allowed under section 22 of this chapter; ~~or~~

(5) the employee is unable or unavailable to work for reasons unrelated to the compensable injury; ~~or~~

**(6) the employee returns to work with limitations or restrictions and the employer converts temporary total disability benefits into disabled from trade compensation under section 33 of this chapter.**

In all other cases the employer must notify the employee in writing of the employer's intent to terminate the payment of temporary total disability benefits and of the availability of employment, if any, on a form approved by the board. If the employee disagrees with the proposed termination, the employee must give written notice of disagreement to the board and the employer within seven (7) days after receipt of the notice of intent to terminate benefits. If the board and employer do not receive a notice of disagreement under this section, the employee's temporary total disability benefits shall be terminated. Upon receipt of the notice of disagreement, the board shall immediately contact the parties, which may be by telephone or other means, and attempt to resolve the disagreement. If the board is unable to resolve the disagreement within ten (10) days of receipt of the notice of disagreement, the board shall immediately arrange for an evaluation of



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1 the employee by an independent medical examiner. The independent  
 2 medical examiner shall be selected by mutual agreement of the parties  
 3 or, if the parties are unable to agree, appointed by the board under  
 4 IC 22-3-4-11. If the independent medical examiner determines that the  
 5 employee is no longer temporarily disabled or is still temporarily  
 6 disabled but can return to employment that the employer has made  
 7 available to the employee, or if the employee fails or refuses to appear  
 8 for examination by the independent medical examiner, temporary total  
 9 disability benefits may be terminated. If either party disagrees with the  
 10 opinion of the independent medical examiner, the party shall apply to  
 11 the board for a hearing under IC 22-3-4-5.

12 (d) An employer is not required to continue the payment of  
 13 temporary total disability benefits for more than fourteen (14) days  
 14 after the employer's proposed termination date unless the independent  
 15 medical examiner determines that the employee is temporarily disabled  
 16 and unable to return to any employment that the employer has made  
 17 available to the employee.

18 (e) If it is determined that as a result of this section temporary total  
 19 disability benefits were overpaid, the overpayment shall be deducted  
 20 from any benefits due the employee under section 10 of this chapter  
 21 and, if there are no benefits due the employee or the benefits due the  
 22 employee do not equal the amount of the overpayment, the employee  
 23 shall be responsible for paying any overpayment which cannot be  
 24 deducted from benefits due the employee.

25 SECTION 5. IC 22-3-3-10 IS AMENDED TO READ AS  
 26 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 10. (a) With respect to  
 27 injuries in the following schedule occurring prior to April 1, 1951, the  
 28 employee shall receive in addition to temporary total disability benefits  
 29 not exceeding twenty-six (26) weeks on account of the injuries, a  
 30 weekly compensation of fifty-five percent (55%) of the employee's  
 31 average weekly wages. With respect to injuries in the following  
 32 schedule occurring on and after April 1, 1951, and prior to July 1,  
 33 1971, the employee shall receive in addition to temporary total  
 34 disability benefits not exceeding twenty-six (26) weeks on account of  
 35 the injuries, a weekly compensation of sixty percent (60%) of the  
 36 employee's average weekly wages. With respect to injuries in the  
 37 following schedule occurring on and after July 1, 1971, and before July  
 38 1, 1977, the employee shall receive in addition to temporary total  
 39 disability benefits not exceeding twenty-six (26) weeks on account of  
 40 the injuries, a weekly compensation of sixty percent (60%) of the  
 41 employee's average weekly wages not to exceed one hundred dollars  
 42 (\$100) average weekly wages, for the periods stated for the injuries.

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1 With respect to injuries in the following schedule occurring on and  
 2 after July 1, 1977, and before July 1, 1979, the employee shall receive,  
 3 in addition to temporary total disability benefits not exceeding  
 4 twenty-six (26) weeks on account of the injury, a weekly compensation  
 5 of sixty percent (60%) of his average weekly wages, not to exceed one  
 6 hundred twenty-five dollars (\$125) average weekly wages, for the  
 7 period stated for the injury. With respect to injuries in the following  
 8 schedule occurring on and after July 1, 1979, and before July 1, 1988,  
 9 the employee shall receive, in addition to temporary total disability  
 10 benefits not to exceed fifty-two (52) weeks on account of the injury, a  
 11 weekly compensation of sixty percent (60%) of the employee's average  
 12 weekly wages, not to exceed one hundred twenty-five dollars (\$125)  
 13 average weekly wages, for the period stated for the injury. With respect  
 14 to injuries in the following schedule occurring on and after July 1,  
 15 1988, and before July 1, 1989, the employee shall receive, in addition  
 16 to temporary total disability benefits not exceeding seventy-eight (78)  
 17 weeks on account of the injury, a weekly compensation of sixty percent  
 18 (60%) of the employee's average weekly wages, not to exceed one  
 19 hundred sixty-six dollars (\$166) average weekly wages, for the period  
 20 stated for the injury.

21 With respect to injuries in the following schedule occurring on and  
 22 after July 1, 1989, and before July 1, 1990, the employee shall receive,  
 23 in addition to temporary total disability benefits not exceeding  
 24 seventy-eight (78) weeks on account of the injury, a weekly  
 25 compensation of sixty percent (60%) of the employee's average weekly  
 26 wages, not to exceed one hundred eighty-three dollars (\$183) average  
 27 weekly wages, for the period stated for the injury.

28 With respect to injuries in the following schedule occurring on and  
 29 after July 1, 1990, and before July 1, 1991, the employee shall receive,  
 30 in addition to temporary total disability benefits not exceeding  
 31 seventy-eight (78) weeks on account of the injury, a weekly  
 32 compensation of sixty percent (60%) of the employee's average weekly  
 33 wages, not to exceed two hundred dollars (\$200) average weekly  
 34 wages, for the period stated for the injury.

35 (1) Amputation: For the loss by separation of the thumb, sixty  
 36 (60) weeks, of the index finger forty (40) weeks, of the second  
 37 finger thirty-five (35) weeks, of the third or ring finger thirty (30)  
 38 weeks, of the fourth or little finger twenty (20) weeks, of the hand  
 39 by separation below the elbow joint two hundred (200) weeks, or  
 40 the arm above the elbow two hundred fifty (250) weeks, of the big  
 41 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the  
 42 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,



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1 of the fifth or little toe ten (10) weeks, and for loss occurring  
 2 before April 1, 1959, by separation of the foot below the knee  
 3 joint one hundred fifty (150) weeks and of the leg above the knee  
 4 joint two hundred (200) weeks; for loss occurring on and after  
 5 April 1, 1959, by separation of the foot below the knee joint, one  
 6 hundred seventy-five (175) weeks and of the leg above the knee  
 7 joint two hundred twenty-five (225) weeks. The loss of more than  
 8 one (1) phalange of a thumb or toes shall be considered as the loss  
 9 of the entire thumb or toe. The loss of more than two (2)  
 10 phalanges of a finger shall be considered as the loss of the entire  
 11 finger. The loss of not more than one (1) phalange of a thumb or  
 12 toe shall be considered as the loss of one-half (1/2) of the thumb  
 13 or toe and compensation shall be paid for one-half (1/2) of the  
 14 period for the loss of the entire thumb or toe. The loss of not more  
 15 than one (1) phalange of a finger shall be considered as the loss  
 16 of one-third (1/3) of the finger and compensation shall be paid for  
 17 one-third (1/3) the period for the loss of the entire finger. The loss  
 18 of more than one (1) phalange of the finger but not more than two  
 19 (2) phalanges of the finger, shall be considered as the loss of  
 20 one-half (1/2) of the finger and compensation shall be paid for  
 21 one-half (1/2) of the period for the loss of the entire finger.  
 22 (2) For the loss by separation of both hands or both feet or the  
 23 total sight of both eyes, or any two (2) such losses in the same  
 24 accident, five hundred (500) weeks.  
 25 (3) For the permanent and complete loss of vision by enucleation  
 26 or its reduction to one-tenth (1/10) of normal vision with glasses,  
 27 one hundred seventy-five (175) weeks.  
 28 (4) For the permanent and complete loss of hearing in one (1) ear,  
 29 seventy-five (75) weeks, and in both ears, two hundred (200)  
 30 weeks.  
 31 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of  
 32 both testicles, one hundred fifty (150) weeks.  
 33 (b) With respect to injuries in the following schedule occurring prior  
 34 to April 1, 1951, the employee shall receive in lieu of all other  
 35 compensation on account of the injuries, a weekly compensation of  
 36 fifty-five percent (55%) of the employee's average weekly wages. With  
 37 respect to injuries in the following schedule occurring on and after  
 38 April 1, 1951, and prior to April 1, 1955, the employee shall receive in  
 39 lieu of all other compensation on account of the injuries a weekly  
 40 compensation of sixty percent (60%) of the employee's average weekly  
 41 wages. With respect to injuries in the following schedule occurring on  
 42 and after April 1, 1955, and prior to July 1, 1971, the employee shall



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1 receive in addition to temporary total disability benefits not exceeding  
2 twenty-six (26) weeks on account of the injuries, a weekly  
3 compensation of sixty percent (60%) of the employee's average weekly  
4 wages. With respect to injuries in the following schedule occurring on  
5 and after July 1, 1971, and before July 1, 1977, the employee shall  
6 receive in addition to temporary total disability benefits not exceeding  
7 twenty-six (26) weeks on account of the injuries, a weekly  
8 compensation of sixty percent (60%) of the employee's average weekly  
9 wages, not to exceed one hundred dollars (\$100) average weekly  
10 wages, for the period stated for such injuries respectively. With respect  
11 to injuries in the following schedule occurring on and after July 1,  
12 1977, and before July 1, 1979, the employee shall receive, in addition  
13 to temporary total disability benefits not exceeding twenty-six (26)  
14 weeks on account of the injury, a weekly compensation of sixty percent  
15 (60%) of the employee's average weekly wages not to exceed one  
16 hundred twenty-five dollars (\$125) average weekly wages, for the  
17 period stated for the injury. With respect to injuries in the following  
18 schedule occurring on and after July 1, 1979, and before July 1, 1988,  
19 the employee shall receive, in addition to temporary total disability  
20 benefits not exceeding fifty-two (52) weeks on account of the injury, a  
21 weekly compensation of sixty percent (60%) of the employee's average  
22 weekly wages not to exceed one hundred twenty-five dollars (\$125)  
23 average weekly wages for the period stated for the injury. With respect  
24 to injuries in the following schedule occurring on and after July 1,  
25 1988, and before July 1, 1989, the employee shall receive, in addition  
26 to temporary total disability benefits not exceeding seventy-eight (78)  
27 weeks on account of the injury, a weekly compensation of sixty percent  
28 (60%) of the employee's average weekly wages, not to exceed one  
29 hundred sixty-six dollars (\$166) average weekly wages, for the period  
30 stated for the injury.

31 With respect to injuries in the following schedule occurring on and  
32 after July 1, 1989, and before July 1, 1990, the employee shall receive,  
33 in addition to temporary total disability benefits not exceeding  
34 seventy-eight (78) weeks on account of the injury, a weekly  
35 compensation of sixty percent (60%) of the employee's average weekly  
36 wages, not to exceed one hundred eighty-three dollars (\$183) average  
37 weekly wages, for the period stated for the injury.

38 With respect to injuries in the following schedule occurring on and  
39 after July 1, 1990, and before July 1, 1991, the employee shall receive,  
40 in addition to temporary total disability benefits not exceeding  
41 seventy-eight (78) weeks on account of the injury, a weekly  
42 compensation of sixty percent (60%) of the employee's average weekly

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1 wages, not to exceed two hundred dollars (\$200) average weekly  
 2 wages, for the period stated for the injury.

3 (1) Loss of use: The total permanent loss of the use of an arm,  
 4 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
 5 as the equivalent of the loss by separation of the arm, hand,  
 6 thumb, finger, leg, foot, toe, or phalange, and compensation shall  
 7 be paid for the same period as for the loss thereof by separation.

8 (2) Partial loss of use: For the permanent partial loss of the use of  
 9 an arm, hand, thumb, finger, leg, foot, toe, or phalange,  
 10 compensation shall be paid for the proportionate loss of the use of  
 11 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

12 (3) For injuries resulting in total permanent disability, five  
 13 hundred (500) weeks.

14 (4) For any permanent reduction of the sight of an eye less than a  
 15 total loss as specified in subsection (a)(3), compensation shall be  
 16 paid for a period proportionate to the degree of such permanent  
 17 reduction without correction or glasses. However, when such  
 18 permanent reduction without correction or glasses would result in  
 19 one hundred percent (100%) loss of vision, but correction or  
 20 glasses would result in restoration of vision, then in such event  
 21 compensation shall be paid for fifty percent (50%) of such total  
 22 loss of vision without glasses, plus an additional amount equal to  
 23 the proportionate amount of such reduction with glasses, not to  
 24 exceed an additional fifty percent (50%).

25 (5) For any permanent reduction of the hearing of one (1) or both  
 26 ears, less than the total loss as specified in subsection (a)(4),  
 27 compensation shall be paid for a period proportional to the degree  
 28 of such permanent reduction.

29 (6) In all other cases of permanent partial impairment,  
 30 compensation proportionate to the degree of such permanent  
 31 partial impairment, in the discretion of the worker's compensation  
 32 board, not exceeding five hundred (500) weeks.

33 (7) In all cases of permanent disfigurement which may impair the  
 34 future usefulness or opportunities of the employee, compensation,  
 35 in the discretion of the worker's compensation board, not  
 36 exceeding two hundred (200) weeks, except that no compensation  
 37 shall be payable under this subdivision where compensation is  
 38 payable elsewhere in this section.

39 (c) With respect to injuries in the following schedule occurring on  
 40 and after July 1, 1991, the employee shall receive in addition to  
 41 temporary total disability benefits, not exceeding one hundred  
 42 twenty-five (125) weeks on account of the injury, compensation in an

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1 amount determined under the following schedule to be paid weekly at  
 2 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's  
 3 average weekly wages during the fifty-two (52) weeks immediately  
 4 preceding the week in which the injury occurred.

5 (1) Amputation: For the loss by separation of the thumb, twelve  
 6 (12) degrees of permanent impairment; of the index finger, eight  
 7 (8) degrees of permanent impairment; of the second finger, seven  
 8 (7) degrees of permanent impairment; of the third or ring finger,  
 9 six (6) degrees of permanent impairment; of the fourth or little  
 10 finger, four (4) degrees of permanent impairment; of the hand by  
 11 separation below the elbow joint, forty (40) degrees of permanent  
 12 impairment; of the arm above the elbow, fifty (50) degrees of  
 13 permanent impairment; of the big toe, twelve (12) degrees of  
 14 permanent impairment; of the second toe, six (6) degrees of  
 15 permanent impairment; of the third toe, four (4) degrees of  
 16 permanent impairment; of the fourth toe, three (3) degrees of  
 17 permanent impairment; of the fifth or little toe, two (2) degrees of  
 18 permanent impairment; by separation of the foot below the knee  
 19 joint, thirty-five (35) degrees of permanent impairment; and of the  
 20 leg above the knee joint, forty-five (45) degrees of permanent  
 21 impairment.

22 (2) Amputations: For the loss by separation of any of the body  
 23 parts described in subdivision (1) on or after July 1, 1997, and for  
 24 the loss by separation of any of the body parts described in  
 25 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar  
 26 values per degree applying on the date of the injury as described  
 27 in subsection (d) shall be multiplied by two (2). However, the  
 28 doubling provision of this subdivision does not apply to a loss of  
 29 use that is not a loss by separation.

30 (3) The loss of more than one (1) phalange of a thumb or toe shall  
 31 be considered as the loss of the entire thumb or toe. The loss of  
 32 more than two (2) phalanges of a finger shall be considered as the  
 33 loss of the entire finger. The loss of not more than one (1)  
 34 phalange of a thumb or toe shall be considered as the loss of  
 35 one-half (1/2) of the degrees of permanent impairment for the loss  
 36 of the entire thumb or toe. The loss of not more than one (1)  
 37 phalange of a finger shall be considered as the loss of one-third  
 38 (1/3) of the finger and compensation shall be paid for one-third  
 39 (1/3) of the degrees payable for the loss of the entire finger. The  
 40 loss of more than one (1) phalange of the finger but not more than  
 41 two (2) phalanges of the finger shall be considered as the loss of  
 42 one-half (1/2) of the finger and compensation shall be paid for



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- 1 one-half (1/2) of the degrees payable for the loss of the entire
- 2 finger.
- 3 (4) For the loss by separation of both hands or both feet or the
- 4 total sight of both eyes or any two (2) such losses in the same
- 5 accident, one hundred (100) degrees of permanent impairment.
- 6 (5) For the permanent and complete loss of vision by enucleation,
- 7 thirty-five (35) degrees of permanent impairment.
- 8 (6) For the reduction of vision to one-tenth (1/10) of normal
- 9 vision with glasses, thirty-five (35) degrees of permanent
- 10 impairment.
- 11 (7) For the permanent and complete loss of hearing in one (1) ear,
- 12 fifteen (15) degrees of permanent impairment, and in both ears,
- 13 forty (40) degrees of permanent impairment.
- 14 (8) For the loss of one (1) testicle, ten (10) degrees of permanent
- 15 impairment; for the loss of both testicles, thirty (30) degrees of
- 16 permanent impairment.
- 17 (9) Loss of use: The total permanent loss of the use of an arm, a
- 18 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
- 19 considered as the equivalent of the loss by separation of the arm,
- 20 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
- 21 shall be paid in the same amount as for the loss by separation.
- 22 However, the doubling provision of subdivision (2) does not
- 23 apply to a loss of use that is not a loss by separation.
- 24 (10) Partial loss of use: For the permanent partial loss of the use
- 25 of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
- 26 phalange, compensation shall be paid for the proportionate loss of
- 27 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 28 (11) For injuries resulting in total permanent disability, the
- 29 amount payable for impairment or five hundred (500) weeks of
- 30 compensation, whichever is greater.
- 31 (12) For any permanent reduction of the sight of an eye less than
- 32 a total loss as specified in subsection (a)(3), the compensation
- 33 shall be paid in an amount proportionate to the degree of a
- 34 permanent reduction without correction or glasses. However,
- 35 when a permanent reduction without correction or glasses would
- 36 result in one hundred percent (100%) loss of vision, then
- 37 compensation shall be paid for fifty percent (50%) of the total loss
- 38 of vision without glasses, plus an additional amount equal to the
- 39 proportionate amount of the reduction with glasses, not to exceed
- 40 an additional fifty percent (50%).
- 41 (13) For any permanent reduction of the hearing of one (1) or both
- 42 ears, less than the total loss as specified in subsection (a)(4),

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compensation shall be paid in an amount proportionate to the degree of a permanent reduction.

(14) In all other cases of permanent partial impairment, compensation proportionate to the degree of a permanent partial impairment, in the discretion of the worker's compensation board, not exceeding one hundred (100) degrees of permanent impairment.

(15) In all cases of permanent disfigurement which may impair the future usefulness or opportunities of the employee, compensation, in the discretion of the worker's compensation board, not exceeding forty (40) degrees of permanent impairment except that no compensation shall be payable under this subdivision where compensation is payable elsewhere in this section.

(d) Compensation for permanent partial impairment shall be paid according to the degree of permanent impairment for the injury determined under subsection (c) and the following:

(1) With respect to injuries occurring on and after July 1, 1991, and before July 1, 1992, for each degree of permanent impairment from one (1) to thirty-five (35), five hundred dollars (\$500) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), nine hundred dollars (\$900) per degree; for each degree of permanent impairment above fifty (50), one thousand five hundred dollars (\$1,500) per degree.

(2) With respect to injuries occurring on and after July 1, 1992, and before July 1, 1993, for each degree of permanent impairment from one (1) to twenty (20), five hundred dollars (\$500) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), eight hundred dollars (\$800) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), one thousand three hundred dollars (\$1,300) per degree; for each degree of permanent impairment above fifty (50), one thousand seven hundred dollars (\$1,700) per degree.

(3) With respect to injuries occurring on and after July 1, 1993, and before July 1, 1997, for each degree of permanent impairment from one (1) to ten (10), five hundred dollars (\$500) per degree; for each degree of permanent impairment from eleven (11) to twenty (20), seven hundred dollars (\$700) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), one thousand dollars (\$1,000) per degree; for each degree of permanent impairment from thirty-six (36) to fifty

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1 (50), one thousand four hundred dollars (\$1,400) per degree; for  
 2 each degree of permanent impairment above fifty (50), one  
 3 thousand seven hundred dollars (\$1,700) per degree.  
 4 (4) With respect to injuries occurring on and after July 1, 1997,  
 5 and before July 1, 1998, for each degree of permanent impairment  
 6 from one (1) to ten (10), seven hundred fifty dollars (\$750) per  
 7 degree; for each degree of permanent impairment from eleven  
 8 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;  
 9 for each degree of permanent impairment from thirty-six (36) to  
 10 fifty (50), one thousand four hundred dollars (\$1,400) per degree;  
 11 for each degree of permanent impairment above fifty (50), one  
 12 thousand seven hundred dollars (\$1,700) per degree.  
 13 (5) With respect to injuries occurring on and after July 1, 1998,  
 14 and before July 1, 1999, for each degree of permanent impairment  
 15 from one (1) to ten (10), seven hundred fifty dollars (\$750) per  
 16 degree; for each degree of permanent impairment from eleven  
 17 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;  
 18 for each degree of permanent impairment from thirty-six (36) to  
 19 fifty (50), one thousand four hundred dollars (\$1,400) per degree;  
 20 for each degree of permanent impairment above fifty (50), one  
 21 thousand seven hundred dollars (\$1,700) per degree.  
 22 (6) With respect to injuries occurring on and after July 1, 1999,  
 23 **and before July 1, 2000**, for each degree of permanent  
 24 impairment from one (1) to ten (10), nine hundred dollars (\$900)  
 25 per degree; for each degree of permanent impairment from eleven  
 26 (11) to thirty-five (35), one thousand one hundred dollars  
 27 (\$1,100) per degree; for each degree of permanent impairment  
 28 from thirty-six (36) to fifty (50), one thousand six hundred dollars  
 29 (\$1,600) per degree; for each degree of permanent impairment  
 30 above fifty (50), two thousand dollars (\$2,000) per degree.  
 31 **(7) With respect to injuries occurring on and after July 1,**  
 32 **2000, and before July 1, 2001**, for each degree of permanent  
 33 **impairment from one (1) to ten (10), two thousand fifty**  
 34 **dollars (\$2,050) per degree; for each degree of permanent**  
 35 **impairment from eleven (11) to thirty-five (35), two thousand**  
 36 **seven hundred dollars (\$2,700) per degree; for each degree of**  
 37 **permanent impairment from thirty-six (36) to fifty (50), three**  
 38 **thousand three hundred dollars (\$3,300) per degree; for each**  
 39 **degree of permanent impairment above fifty (50), three**  
 40 **thousand nine hundred dollars (\$3,900) per degree.**  
 41 **(8) With respect to injuries occurring on and after July 1,**  
 42 **2001, and before July 1, 2002**, for each degree of permanent

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1           impairment from one (1) to ten (10), two thousand four  
 2           hundred dollars (\$2,400) per degree; for each degree of  
 3           permanent impairment from eleven (11) to thirty-five (35),  
 4           three thousand seventy-five dollars (\$3,075) per degree; for  
 5           each degree of permanent impairment from thirty-six (36) to  
 6           fifty (50), three thousand seven hundred seventy-five dollars  
 7           (\$3,775) per degree; for each degree of permanent  
 8           impairment above fifty (50), four thousand five hundred  
 9           twenty-five dollars (\$4,525) per degree.

10          **(9) With respect to injuries occurring on and after July 1,**  
 11          **2002, for each degree of permanent impairment from one (1)**  
 12          **to ten (10), two thousand seven hundred forty-seven dollars**  
 13          **(\$2,747) per degree; for each degree of permanent**  
 14          **impairment from eleven (11) to thirty-five (35), three**  
 15          **thousand four hundred thirty-three dollars (\$3,433) per**  
 16          **degree; for each degree of permanent impairment from**  
 17          **thirty-six (36) to fifty (50), four thousand two hundred**  
 18          **ninety-two dollars (\$4,292) per degree; for each degree of**  
 19          **permanent impairment above fifty (50), five thousand three**  
 20          **hundred sixty-five dollars (\$5,365) per degree.**

21          (e) The average weekly wages used in the determination of  
 22          compensation for permanent partial impairment under subsections (c)  
 23          and (d) shall not exceed the following:

24           (1) With respect to injuries occurring on or after July 1, 1991, and  
 25           before July 1, 1992, four hundred ninety-two dollars (\$492).

26           (2) With respect to injuries occurring on or after July 1, 1992, and  
 27           before July 1, 1993, five hundred forty dollars (\$540).

28           (3) With respect to injuries occurring on or after July 1, 1993, and  
 29           before July 1, 1994, five hundred ninety-one dollars (\$591).

30           (4) With respect to injuries occurring on or after July 1, 1994, and  
 31           before July 1, 1997, six hundred forty-two dollars (\$642).

32           (5) With respect to injuries occurring on or after July 1, 1997, and  
 33           before July 1, 1998, six hundred seventy-two dollars (\$672).

34           (6) With respect to injuries occurring on or after July 1, 1998, and  
 35           before July 1, 1999, seven hundred two dollars (\$702).

36           (7) With respect to injuries occurring on or after July 1, 1999, and  
 37           before July 1, 2000, seven hundred thirty-two dollars (\$732).

38           (8) With respect to injuries occurring on or after July 1, 2000, **and**  
 39           **before July 1, 2001**, seven hundred sixty-two dollars (\$762).

40           **(9) With respect to injuries occurring on or after July 1, 2001,**  
 41           **and before July 1, 2002, eight hundred thirty-eight dollars**  
 42           **(\$838).**



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**(10) With respect to injuries occurring on or after July 1, 2002, nine hundred fourteen dollars (\$914).**

SECTION 6. IC 22-3-3-17 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. On and after April 1, 1965, and prior to April 1, 1969, when death results from an injury within four hundred fifty (450) weeks, there shall be paid to total dependent of said deceased, as determined by IC 22-3-3-18, 19 and 20, a weekly compensation amounting to sixty percent (60%) of the deceased's average weekly wage, until compensation so paid, when added to any compensation paid to deceased employee, shall equal four hundred fifty (450) weeks, and to partial dependents as hereinafter provided.

On and after April 1, 1969, and prior to July 1, 1971, when death results from an injury within five hundred (500) weeks, there shall be paid to the total dependents of said deceased, as determined by the provisions of IC 22-3-3-18, 19 and 20, weekly compensation amounting to sixty percent (60%) of the deceased's average weekly wage, until the compensation so paid, when added to any compensation paid to the deceased employee, shall equal five hundred (500) weeks, and to partial dependents as hereinafter provided.

On and after July 1, 1971, and prior to July 1, 1974, when death results from an injury within five hundred (500) weeks, there shall be paid to the total dependents of said deceased, as determined by the provisions of IC 22-3-3-18, 19, and 20, weekly compensation amounting to sixty percent (60%) of the deceased's average weekly wage, not to exceed one hundred dollars (\$100) average weekly wages, until the compensation so paid, when added to any compensation paid to the deceased employee, shall equal five hundred (500) weeks, and to partial dependents as hereinafter provided.

On and after July 1, 1974, and before July 1, 1976, when death results from an injury within five hundred (500) weeks, there shall be paid the total dependents of the deceased, as determined by the provisions of sections 18, 19, and 20 of this chapter, weekly compensation amounting to sixty-six and two-thirds percent (66 2/3%) of the deceased's average weekly wage, not to exceed a maximum of one hundred thirty-five dollars (\$135) average weekly wages, until the compensation so paid, when added to any compensation paid to the deceased employee, shall equal five hundred (500) weeks, and to partial dependents as hereinafter provided. On and after July 1, 1976, when death results from an injury within five hundred (500) weeks, there shall be paid the total dependents of the deceased as determined by sections 18, 19, and 20 of this chapter, weekly compensation

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1 amounting to ~~sixty-six and two-thirds percent (66 2/3%)~~ **one hundred**  
 2 **percent (100%)** of the deceased's average weekly wage, as defined by  
 3 IC 22-3-3-22, until the compensation paid, when added to the  
 4 compensation paid to the deceased employee, equals five hundred  
 5 (500) weeks, and to partial dependents, as provided in sections 18 and  
 6 20 of this chapter.

7 SECTION 7. IC 22-3-3-22 IS AMENDED TO READ AS  
 8 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 22. (a) In computing  
 9 the compensation under this law with respect to injuries occurring on  
 10 and after April 1, 1963, and prior to April 1, 1965, the average weekly  
 11 wages shall be considered to be not more than seventy dollars (\$70) nor  
 12 less than thirty dollars (\$30). In computing the compensation under this  
 13 law with respect to injuries occurring on and after April 1, 1965, and  
 14 prior to April 1, 1967, the average weekly wages shall be considered  
 15 to be not more than seventy-five dollars (\$75) and not less than thirty  
 16 dollars (\$30). In computing the compensation under this law with  
 17 respect to injuries occurring on and after April 1, 1967, and prior to  
 18 April 1, 1969, the average weekly wages shall be considered to be not  
 19 more than eighty-five dollars (\$85) and not less than thirty-five dollars  
 20 (\$35). In computing the compensation under this law with respect to  
 21 injuries occurring on and after April 1, 1969, and prior to July 1, 1971,  
 22 the average weekly wages shall be considered to be not more than  
 23 ninety-five dollars (\$95) and not less than thirty-five dollars (\$35). In  
 24 computing the compensation under this law with respect to injuries  
 25 occurring on and after July 1, 1971, and prior to July 1, 1974, the  
 26 average weekly wages shall be considered to be: (A) Not more than: (1)  
 27 one hundred dollars (\$100) if no dependents; (2) one hundred five  
 28 dollars (\$105) if one (1) dependent; (3) one hundred ten dollars (\$110)  
 29 if two (2) dependents; (4) one hundred fifteen dollars (\$115) if three  
 30 (3) dependents; (5) one hundred twenty dollars (\$120) if four (4)  
 31 dependents; and (6) one hundred twenty-five dollars (\$125) if five (5)  
 32 or more dependents; and (B) Not less than thirty-five dollars (\$35). In  
 33 computing compensation for temporary total disability, temporary  
 34 partial disability, and total permanent disability under this law with  
 35 respect to injuries occurring on and after July 1, 1974, and before July  
 36 1, 1976, the average weekly wages shall be considered to be (A) not  
 37 more than one hundred thirty-five dollars (\$135), and (B) not less than  
 38 seventy-five dollars (\$75). However, the weekly compensation payable  
 39 shall in no case exceed the average weekly wages of the employee at  
 40 the time of the injury. In computing compensation for temporary total  
 41 disability, temporary partial disability and total permanent disability  
 42 under this law with respect to injuries occurring on and after July 1,

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1 1976, and before July 1, 1977, the average weekly wages shall be  
2 considered to be (1) not more than one hundred fifty-six dollars (\$156)  
3 and (2) not less than seventy-five dollars (\$75). However, the weekly  
4 compensation payable shall not exceed the average weekly wages of  
5 the employee at the time of the injury. In computing compensation for  
6 temporary total disability, temporary partial disability, and total  
7 permanent disability, with respect to injuries occurring on and after  
8 July 1, 1977, and before July 1, 1979, the average weekly wages are  
9 considered to be (1) not more than one hundred eighty dollars (\$180);  
10 and (2) not less than seventy-five dollars (\$75). However, the weekly  
11 compensation payable may not exceed the average weekly wages of the  
12 employee at the time of the injury. In computing compensation for  
13 temporary total disability, temporary partial disability, and total  
14 permanent disability, with respect to injuries occurring on and after  
15 July 1, 1979, and before July 1, 1980, the average weekly wages are  
16 considered to be (1) not more than one hundred ninety-five dollars  
17 (\$195), and (2) not less than seventy-five dollars (\$75). However, the  
18 weekly compensation payable shall not exceed the average weekly  
19 wages of the employee at the time of the injury. In computing  
20 compensation for temporary total disability, temporary partial  
21 disability, and total permanent disability, with respect to injuries  
22 occurring on and after July 1, 1980, and before July 1, 1983, the  
23 average weekly wages are considered to be (1) not more than two  
24 hundred ten dollars (\$210), and (2) not less than seventy-five dollars  
25 (\$75). However, the weekly compensation payable shall not exceed the  
26 average weekly wages of the employee at the time of the injury. In  
27 computing compensation for temporary total disability, temporary  
28 partial disability, and total permanent disability, with respect to injuries  
29 occurring on and after July 1, 1983, and before July 1, 1984, the  
30 average weekly wages are considered to be (1) not more than two  
31 hundred thirty-four dollars (\$234) and (2) not less than seventy-five  
32 dollars (\$75). However, the weekly compensation payable shall not  
33 exceed the average weekly wages of the employee at the time of the  
34 injury. In computing compensation for temporary total disability,  
35 temporary partial disability, and total permanent disability, with respect  
36 to injuries occurring on and after July 1, 1984, and before July 1, 1985,  
37 the average weekly wages are considered to be (1) not more than two  
38 hundred forty-nine dollars (\$249) and (2) not less than seventy-five  
39 dollars (\$75). However, the weekly compensation payable shall not  
40 exceed the average weekly wages of the employee at the time of the  
41 injury. In computing compensation for temporary total disability,  
42 temporary partial disability, and total permanent disability, with respect

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1 to injuries occurring on and after July 1, 1985, and before July 1, 1986,  
2 the average weekly wages are considered to be (1) not more than two  
3 hundred sixty-seven dollars (\$267) and (2) not less than seventy-five  
4 dollars (\$75). However, the weekly compensation payable shall not  
5 exceed the average weekly wages of the employee at the time of the  
6 injury. In computing compensation for temporary total disability,  
7 temporary partial disability, and total permanent disability, with respect  
8 to injuries occurring on and after July 1, 1986, and before July 1, 1988,  
9 the average weekly wages are considered to be (1) not more than two  
10 hundred eighty-five dollars (\$285) and (2) not less than seventy-five  
11 dollars (\$75). However, the weekly compensation payable shall not  
12 exceed the average weekly wages of the employee at the time of the  
13 injury. In computing compensation for temporary total disability,  
14 temporary partial disability, and total permanent disability, with respect  
15 to injuries occurring on and after July 1, 1988, and before July 1, 1989,  
16 the average weekly wages are considered to be (1) not more than three  
17 hundred eighty-four dollars (\$384) and (2) not less than seventy-five  
18 dollars (\$75). However, the weekly compensation payable shall not  
19 exceed the average weekly wages of the employee at the time of the  
20 injury.

21 In computing compensation for temporary total disability, temporary  
22 partial disability, and total permanent disability, with respect to injuries  
23 occurring on and after July 1, 1989, and before July 1, 1990, the  
24 average weekly wages are considered to be (1) not more than four  
25 hundred eleven dollars (\$411) and (2) not less than seventy-five dollars  
26 (\$75). However, the weekly compensation payable shall not exceed the  
27 average weekly wages of the employee at the time of the injury.

28 In computing compensation for temporary total disability, temporary  
29 partial disability, and total permanent disability, with respect to injuries  
30 occurring on and after July 1, 1990, and before July 1, 1991, the  
31 average weekly wages are considered to be (1) not more than four  
32 hundred forty-one dollars (\$441) and (2) not less than seventy-five  
33 dollars (\$75). However, the weekly compensation payable shall not  
34 exceed the average weekly wages of the employee at the time of the  
35 injury.

36 In computing compensation for temporary total disability, temporary  
37 partial disability, and total permanent disability, with respect to injuries  
38 occurring on and after July 1, 1991, and before July 1, 1992, the  
39 average weekly wages are considered to be (1) not more than four  
40 hundred ninety-two dollars (\$492) and (2) not less than seventy-five  
41 dollars (\$75). However, the weekly compensation payable shall not  
42 exceed the average weekly wages of the employee at the time of the

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1 injury.

2 In computing compensation for temporary total disability, temporary  
3 partial disability, and total permanent disability, with respect to injuries  
4 occurring on and after July 1, 1992, and before July 1, 1993, the  
5 average weekly wages are considered to be (1) not more than five  
6 hundred forty dollars (\$540) and (2) not less than seventy-five dollars  
7 (\$75). However, the weekly compensation payable shall not exceed the  
8 average weekly wages of the employee at the time of the injury.

9 In computing compensation for temporary total disability, temporary  
10 partial disability, and total permanent disability, with respect to injuries  
11 occurring on and after July 1, 1993, and before July 1, 1994, the  
12 average weekly wages are considered to be (1) not more than five  
13 hundred ninety-one dollars (\$591) and (2) not less than seventy-five  
14 dollars (\$75). However, the weekly compensation payable shall not  
15 exceed the average weekly wages of the employee at the time of the  
16 injury.

17 In computing compensation for temporary total disability, temporary  
18 partial disability, and total permanent disability, with respect to injuries  
19 occurring on and after July 1, 1994, and before July 1, 1997, the  
20 average weekly wages are considered to be (1) not more than six  
21 hundred forty-two dollars (\$642) and (2) not less than seventy-five  
22 dollars (\$75). However, the weekly compensation payable shall not  
23 exceed the average weekly wages of the employee at the time of the  
24 injury.

25 (b) In computing compensation for temporary total disability,  
26 temporary partial disability, and total permanent disability, the average  
27 weekly wages are considered to be:

28 (1) with respect to injuries occurring on and after July 1, 1997,  
29 and before July 1, 1998:

30 (A) not more than six hundred seventy-two dollars (\$672); and

31 (B) not less than seventy-five dollars (\$75);

32 (2) with respect to injuries occurring on and after July 1, 1998,  
33 and before July 1, 1999:

34 (A) not more than seven hundred two dollars (\$702); and

35 (B) not less than seventy-five dollars (\$75);

36 (3) with respect to injuries occurring on and after July 1, 1999,  
37 and before July 1, 2000:

38 (A) not more than seven hundred thirty-two dollars (\$732);

39 and

40 (B) not less than seventy-five dollars (\$75); ~~and~~

41 (4) with respect to injuries occurring on and after July 1, 2000,  
42 **and before July 1, 2001:**

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- 1 (A) not more than seven hundred sixty-two dollars (\$762); and  
 2 (B) not less than seventy-five dollars (\$75);  
 3 **(5) with respect to injuries occurring on and after July 1,**  
 4 **2001, and before July 1, 2002:**  
 5 (A) not more than eight hundred thirty-eight dollars  
 6 (\$838); and  
 7 (B) not less than seventy-five dollars (\$75); and  
 8 **(6) with respect to injuries occurring on and after July 1,**  
 9 **2002:**  
 10 (A) not more than nine hundred fourteen dollars (\$914);  
 11 and  
 12 (B) not less than seventy-five dollars (\$75).

13 However, the weekly compensation payable shall not exceed the  
 14 average weekly wages of the employee at the time of the injury.

15 (c) For the purpose of this section only and with respect to injuries  
 16 occurring on and after July 1, 1971, and prior to July 1, 1974, only, the  
 17 term "dependent" as used in this section shall mean persons defined as  
 18 presumptive dependents under section 19 of this chapter, except that  
 19 such dependency shall be determined as of the date of the injury to the  
 20 employee.

21 (d) With respect to any injury occurring on and after April 1, 1955,  
 22 and prior to April 1, 1957, the maximum compensation exclusive of  
 23 medical benefits, which shall be paid for an injury under any provisions  
 24 of this law or under any combination of its provisions shall not exceed  
 25 twelve thousand five hundred dollars (\$12,500) in any case. With  
 26 respect to any injury occurring on and after April 1, 1957 and prior to  
 27 April 1, 1963, the maximum compensation exclusive of medical  
 28 benefits, which shall be paid for an injury under any provision of this  
 29 law or under any combination of its provisions shall not exceed fifteen  
 30 thousand dollars (\$15,000) in any case. With respect to any injury  
 31 occurring on and after April 1, 1963, and prior to April 1, 1965, the  
 32 maximum compensation exclusive of medical benefits, which shall be  
 33 paid for an injury under any provision of this law or under any  
 34 combination of its provisions shall not exceed sixteen thousand five  
 35 hundred dollars (\$16,500) in any case. With respect to any injury  
 36 occurring on and after April 1, 1965, and prior to April 1, 1967, the  
 37 maximum compensation exclusive of medical benefits which shall be  
 38 paid for any injury under any provision of this law or any combination  
 39 of provisions shall not exceed twenty thousand dollars (\$20,000) in any  
 40 case. With respect to any injury occurring on and after April 1, 1967,  
 41 and prior to July 1, 1971, the maximum compensation exclusive of  
 42 medical benefits which shall be paid for an injury under any provision

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1 of this law or any combination of provisions shall not exceed  
2 twenty-five thousand dollars (\$25,000) in any case. With respect to any  
3 injury occurring on and after July 1, 1971, and prior to July 1, 1974, the  
4 maximum compensation exclusive of medical benefits which shall be  
5 paid for any injury under any provision of this law or any combination  
6 of provisions shall not exceed thirty thousand dollars (\$30,000) in any  
7 case. With respect to any injury occurring on and after July 1, 1974,  
8 and before July 1, 1976, the maximum compensation exclusive of  
9 medical benefits which shall be paid for an injury under any provision  
10 of this law or any combination of provisions shall not exceed forty-five  
11 thousand dollars (\$45,000) in any case. With respect to an injury  
12 occurring on and after July 1, 1976, and before July 1, 1977, the  
13 maximum compensation, exclusive of medical benefits, which shall be  
14 paid for any injury under any provision of this law or any combination  
15 of provisions shall not exceed fifty-two thousand dollars (\$52,000) in  
16 any case. With respect to any injury occurring on and after July 1,  
17 1977, and before July 1, 1979, the maximum compensation, exclusive  
18 of medical benefits, which may be paid for an injury under any  
19 provision of this law or any combination of provisions may not exceed  
20 sixty thousand dollars (\$60,000) in any case. With respect to any injury  
21 occurring on and after July 1, 1979, and before July 1, 1980, the  
22 maximum compensation, exclusive of medical benefits, which may be  
23 paid for an injury under any provisions of this law or any combination  
24 of provisions may not exceed sixty-five thousand dollars (\$65,000) in  
25 any case. With respect to any injury occurring on and after July 1,  
26 1980, and before July 1, 1983, the maximum compensation, exclusive  
27 of medical benefits, which may be paid for an injury under any  
28 provisions of this law or any combination of provisions may not exceed  
29 seventy thousand dollars (\$70,000) in any case. With respect to any  
30 injury occurring on and after July 1, 1983, and before July 1, 1984, the  
31 maximum compensation, exclusive of medical benefits, which may be  
32 paid for an injury under any provisions of this law or any combination  
33 of provisions may not exceed seventy-eight thousand dollars (\$78,000)  
34 in any case. With respect to any injury occurring on and after July 1,  
35 1984, and before July 1, 1985, the maximum compensation, exclusive  
36 of medical benefits, which may be paid for an injury under any  
37 provisions of this law or any combination of provisions may not exceed  
38 eighty-three thousand dollars (\$83,000) in any case. With respect to  
39 any injury occurring on and after July 1, 1985, and before July 1, 1986,  
40 the maximum compensation, exclusive of medical benefits, which may  
41 be paid for an injury under any provisions of this law or any  
42 combination of provisions may not exceed eighty-nine thousand dollars

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1 (\$89,000) in any case. With respect to any injury occurring on and after  
2 July 1, 1986, and before July 1, 1988, the maximum compensation,  
3 exclusive of medical benefits, which may be paid for an injury under  
4 any provisions of this law or any combination of provisions may not  
5 exceed ninety-five thousand dollars (\$95,000) in any case. With respect  
6 to any injury occurring on and after July 1, 1988, and before July 1,  
7 1989, the maximum compensation, exclusive of medical benefits,  
8 which may be paid for an injury under any provisions of this law or any  
9 combination of provisions may not exceed one hundred twenty-eight  
10 thousand dollars (\$128,000) in any case.

11 With respect to any injury occurring on and after July 1, 1989, and  
12 before July 1, 1990, the maximum compensation, exclusive of medical  
13 benefits, which may be paid for an injury under any provisions of this  
14 law or any combination of provisions may not exceed one hundred  
15 thirty-seven thousand dollars (\$137,000) in any case.

16 With respect to any injury occurring on and after July 1, 1990, and  
17 before July 1, 1991, the maximum compensation, exclusive of medical  
18 benefits, which may be paid for an injury under any provisions of this  
19 law or any combination of provisions may not exceed one hundred  
20 forty-seven thousand dollars (\$147,000) in any case.

21 With respect to any injury occurring on and after July 1, 1991, and  
22 before July 1, 1992, the maximum compensation, exclusive of medical  
23 benefits, that may be paid for an injury under any provisions of this law  
24 or any combination of provisions may not exceed one hundred  
25 sixty-four thousand dollars (\$164,000) in any case.

26 With respect to any injury occurring on and after July 1, 1992, and  
27 before July 1, 1993, the maximum compensation, exclusive of medical  
28 benefits, that may be paid for an injury under any provisions of this law  
29 or any combination of provisions may not exceed one hundred eighty  
30 thousand dollars (\$180,000) in any case.

31 With respect to any injury occurring on and after July 1, 1993, and  
32 before July 1, 1994, the maximum compensation, exclusive of medical  
33 benefits, that may be paid for an injury under any provisions of this law  
34 or any combination of provisions may not exceed one hundred  
35 ninety-seven thousand dollars (\$197,000) in any case.

36 With respect to any injury occurring on and after July 1, 1994, and  
37 before July 1, 1997, the maximum compensation, exclusive of medical  
38 benefits, which may be paid for an injury under any provisions of this  
39 law or any combination of provisions may not exceed two hundred  
40 fourteen thousand dollars (\$214,000) in any case.

41 (e) The maximum compensation, exclusive of medical benefits, that  
42 may be paid for an injury under any provision of this law or any

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1 combination of provisions may not exceed the following amounts in  
2 any case:

3 (1) With respect to an injury occurring on and after July 1, 1997,  
4 and before July 1, 1998, two hundred twenty-four thousand  
5 dollars (\$224,000).

6 (2) With respect to an injury occurring on and after July 1, 1998,  
7 and before July 1, 1999, two hundred thirty-four thousand dollars  
8 (\$234,000).

9 (3) With respect to an injury occurring on and after July 1, 1999,  
10 and before July 1, 2000, two hundred forty-four thousand dollars  
11 (\$244,000).

12 (4) With respect to an injury occurring on and after July 1, 2000,  
13 **and before July 1, 2001**, two hundred fifty-four thousand dollars  
14 (\$254,000).

15 (5) **With respect to an injury occurring on and after July 1,**  
16 **2001, and before July 1, 2002, two hundred seventy-nine**  
17 **thousand three hundred five dollars (\$279,305).**

18 (6) **With respect to an injury occurring on and after July 1,**  
19 **2002, three hundred four thousand six hundred thirty-six**  
20 **dollars (\$304,636).**

21 SECTION 8. IC 22-3-3-33 IS ADDED TO THE INDIANA CODE  
22 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
23 1, 2000]: **Sec. 33. (a) If an employee:**

24 (1) **receives an injury that results in a temporary total**  
25 **disability or a permanent partial impairment;**

26 (2) **is capable of performing work with limitations or**  
27 **restrictions that prevent the employee from returning to the**  
28 **position the employee held before the employee's injury; and**

29 (3) **returns to work;**

30 **the employee may receive disabled from trade compensation.**

31 (b) **An employee may receive disabled from trade compensation**  
32 **for a period not to exceed:**

33 (1) **fifty-two (52) consecutive weeks; or**

34 (2) **seventy-eight (78) aggregate weeks.**

35 (c) **An employee is entitled to receive disabled from trade**  
36 **compensation in a weekly amount equal to STEP FOUR of the**  
37 **following formula:**

38 **STEP ONE: Determine the employee's average weekly**  
39 **earnings from employment with limitations or restrictions**  
40 **that are entered after the employee's injury.**

41 **STEP TWO: Determine the employee's average weekly**  
42 **earnings from employment before the employee's injury.**



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1           **STEP THREE: Determine the greater of:**

- 2           (A) the STEP TWO result minus the STEP ONE result; or  
3           (B) zero (0).

4           **STEP FOUR: Determine the lesser of:**

- 5           (A) the STEP THREE result; or  
6           (B) seven hundred sixty-two dollars (\$762).

7           (d) Not later than sixty (60) days after the employee's release to  
8           return to work with restrictions or limitations, the employee must  
9           receive notice from the employer on a form provided by the board  
10          that informs the employee that the employee has been released to  
11          work with limitations or restrictions. The notice must include:

- 12          (1) an explanation of the limitations or restrictions placed on  
13          the employee;  
14          (2) the amount of disabled from trade compensation the  
15          employee has been awarded; and  
16          (3) information for the employee regarding the terms of this  
17          section.

18          (e) Disabled from trade compensation is in addition to any other  
19          compensation awarded to an employee as a result of a temporary  
20          total disability or a permanent partial impairment.

21          (f) An employer may unilaterally convert an award of benefits  
22          for a temporary total disability or a permanent partial impairment  
23          into disabled from trade compensation by filing a copy of the notice  
24          required under subsection (d) with the board.

25          SECTION 9. IC 22-3-5.5 IS ADDED TO THE INDIANA CODE  
26          AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
27          JULY 1, 2000]:

28          **Chapter 5.5. Worker's Compensation: Medical Records Privacy**

29          **Sec. 1. The provisions of this chapter apply in addition to the**  
30          **provisions relating to the privacy of medical records under**  
31          **IC 16-39.**

32          **Sec. 2. (a) The definitions in this section apply throughout this**  
33          **chapter.**

34          (b) "Employee" means the:

- 35          (1) individual covered by this article; or  
36          (2) individual's attorney or authorized union representative  
37          if the attorney or union representative has been given written  
38          authorization by the employee to act on the employee's behalf.

39          (c) "Personal health information" or "medical records" means  
40          information about an employee that relates to the following:

- 41          (1) The employee's health or health care history, including  
42          genetic information about the employee.



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1 (2) Provision of health care to the employee.

2 (3) Payment for health care provided to the employee.

3 The term includes any identifying information that is collected in  
4 the course of the providing or paying for health care for the  
5 employee.

6 (d) "Trustee" means:

7 (1) a health care professional;

8 (2) a health care facility;

9 (3) a worker's compensation agency;

10 (4) an employer (as defined in IC 22-3-6-1(a)); or

11 (5) a health services agency;

12 that collects or maintains personal health information.

13 Sec. 3. Whenever an employee is represented by an attorney or  
14 authorized union representative, a notice or copy required to be  
15 provided to the employee under this chapter must also be provided  
16 to the employee's attorney or authorized union representative.

17 Sec. 4. An employee has a right, on request, to examine and  
18 receive a copy of the employee's personal health information that  
19 is maintained by a trustee.

20 Sec. 5. For purposes of accuracy or completeness, an employee  
21 may request, in writing, a correction of any personal health  
22 information that the employee believes is inaccurate.

23 Sec. 6. (a) A trustee who fails to make a requested correction  
24 under section 5 of this chapter to an employee's personal health  
25 information within thirty (30) days after receiving the request  
26 must:

27 (1) notify the employee in writing; and

28 (2) state one (1) or more reasons for the refusal.

29 (b) An employee who receives a notification under subsection (a)  
30 may file a statement of disagreement that includes the following:

31 (1) A description of the correction requested.

32 (2) The reason for the correction.

33 (c) Upon receiving a statement described in subsection (b), the  
34 trustee must add the statement to the employee's medical record.

35 Sec. 7. (a) A trustee shall:

36 (1) not collect, use, or disclose personal health information  
37 about an employee unless the information is for a lawful  
38 purpose connected with a function or activity of the trustee;  
39 and

40 (2) collect, use, or disclose only as much personal health  
41 information about an employee as is reasonably necessary to  
42 accomplish the purpose for which the personal health

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information is collected, used, or disclosed.

(b) Reasons for collecting, using, or disclosing an employee's personal health information include determinations of the following:

- (1) A diagnosis of the employee's condition.
- (2) Reasonable and necessary treatment for the employee's condition.
- (3) The amount of time that the employee will be out of work.
- (4) The relationship, if any, of the employee's condition to the employee's employment.
- (5) Any work related restrictions resulting from the employee's condition.
- (6) The kind of work for which the employee may be eligible.
- (7) The anticipated time that the employee will be restricted.
- (8) The permanent impairment, if any, resulting from the employee's condition.

(c) Other personal health information may be collected, used, or disclosed by the trustee only if authorized by the employee or by the employee's legal representative in writing, provided that the purpose for which the additional information is being sought has been revealed to the employee or the employee's legal representative.

Sec. 8. (a) A trustee may disclose personal health information without the consent of an employee only under the following conditions:

- (1) The trustee reasonably believes that the disclosure is necessary to prevent or reduce a serious and immediate threat to:
  - (A) the employee; or
  - (B) public health or public safety.
- (2) To provide a billing review organization with information needed to undertake periodic reviews of claims processing and payments.
- (3) To assist in identifying a deceased employee.
- (4) To inform the representative or a relative of a deceased employee, or any other individual the trustee considers reasonable to inform under the circumstances, of the employee's death.
- (5) To conduct a peer review by health professionals.
- (6) The disclosure is required by law for law enforcement purposes.

(b) A trustee may disclose information under subsection (a) only

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1 to the extent the recipient needs to know the information.

2 (c) A trustee shall keep a record of all disclosures made under  
3 this section for five (5) years.

4 **Sec. 9. (a)** A trustee may disclose an employee's personal health  
5 information without the employee's consent to research  
6 organizations conducting scientific, medical or public policy  
7 research.

8 (b) A trustee shall keep, for five (5) years after disclosing an  
9 employee's personal health information under subsection (a), a  
10 record of the research organizations to which the trustee discloses  
11 protected personal health information.

12 (c) A trustee shall not disclose protected personal health  
13 information to a research organization unless the research  
14 organization agrees not to disclose the protected personal health  
15 information to a third person.

16 (d) A trustee shall disclose only the minimum data necessary to  
17 conduct the intended research.

18 (e) The trustee shall disclose protected personal health  
19 information only when the information is necessary to conduct the  
20 research.

21 **Sec. 10.** A research organization shall execute an agreement  
22 with the trustee that contains the following:

- 23 (1) A provision that it is unreasonable or impractical for the:  
24 (A) person proposing the research; or  
25 (B) trustee;

26 to obtain consent from an employee regarding the employee's  
27 personal health information.

- 28 (2) A requirement that the research project contain the  
29 following:

30 (A) Reasonable safeguards to protect the confidentiality  
31 and security of personal health information.

32 (B) Procedures to destroy the information or remove all  
33 identifying information at the earliest opportunity  
34 consistent with the purposes of the project.

- 35 (3) A provision that the personal health information requested  
36 will not be published in a form that could reasonably identify  
37 the employees concerned.

38 (4) A provision that the personal health information requested  
39 will be used only for the purposes of an approved research  
40 project.

- 41 (5) A provision that all individual identifiers will be removed  
42 before the publication or release of the research project.



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1           **Sec. 11. (a) The penalties described in subsection (b) apply to a**  
 2 **trustee or research organization that knowingly or intentionally:**

3           **(1) obtains personal health information relating to an**  
 4 **employee; or**

5           **(2) discloses personal health information to another person;**  
 6 **in violation of this chapter.**

7           **(b) Except as provided in subsections (c) and (d), a person**  
 8 **described in subsection (a) may be assessed a civil penalty by the**  
 9 **worker's compensation board of not more than fifty thousand**  
 10 **dollars (\$50,000).**

11           **(c) If a violation of this chapter is knowingly or intentionally**  
 12 **committed under false pretenses, the person committing the**  
 13 **violation may be assessed a civil penalty by the worker's**  
 14 **compensation board of not more than two hundred fifty thousand**  
 15 **dollars (\$250,000).**

16           **(d) If a violation of this chapter is knowingly or intentionally**  
 17 **committed with the intent to sell, transfer, or use personal health**  
 18 **information for commercial advantage, personal gain, or malicious**  
 19 **harm, the person committing the violation may be assessed a civil**  
 20 **penalty by the worker's compensation board of not more than five**  
 21 **hundred thousand dollars (\$500,000).**

22           **(e) In the case of a person described in subsection (a), the civil**  
 23 **penalties described in subsections (b) through (d) shall be doubled**  
 24 **for every subsequent violation of this chapter.**

25           SECTION 10. IC 22-3-7-16 IS AMENDED TO READ AS  
 26 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 16. (a) Compensation  
 27 shall be allowed on account of disablement from occupational disease  
 28 resulting in only temporary total disability to work or temporary partial  
 29 disability to work beginning with the eighth day of such disability  
 30 except for the medical benefits provided for in section 17 of this  
 31 chapter. Compensation shall be allowed for the first seven (7) calendar  
 32 days only as provided in this section. The first weekly installment of  
 33 compensation for temporary disability is due fourteen (14) days after  
 34 the disability begins. Not later than fifteen (15) days from the date that  
 35 the first installment of compensation is due, the employer or the  
 36 employer's insurance carrier shall tender to the employee or to the  
 37 employee's dependents, with all compensation due, a properly prepared  
 38 compensation agreement in a form prescribed by the board. Whenever  
 39 an employer or the employer's insurance carrier denies or is not able to  
 40 determine liability to pay compensation or benefits, the employer or the  
 41 employer's insurance carrier shall notify the worker's compensation  
 42 board and the employee in writing on a form prescribed by the worker's



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1 compensation board not later than thirty (30) days after the employer's  
 2 knowledge of the claimed disablement. If a determination of liability  
 3 cannot be made within thirty (30) days, the worker's compensation  
 4 board may approve an additional thirty (30) days upon a written request  
 5 of the employer or the employer's insurance carrier that sets forth the  
 6 reasons that the determination could not be made within thirty (30)  
 7 days and states the facts or circumstances that are necessary to  
 8 determine liability within the additional thirty (30) days. More than  
 9 thirty (30) days of additional time may be approved by the worker's  
 10 compensation board upon the filing of a petition by the employer or the  
 11 employer's insurance carrier that sets forth:

- 12 (1) the extraordinary circumstances that have precluded a
- 13 determination of liability within the initial sixty (60) days;
- 14 (2) the status of the investigation on the date the petition is filed;
- 15 (3) the facts or circumstances that are necessary to make a
- 16 determination; and
- 17 (4) a timetable for the completion of the remaining investigation.

18 **If a determination of liability is not made within thirty (30) days**  
 19 **and the employer is subsequently determined to be liable to pay**  
 20 **compensation, the first installment of compensation must include**  
 21 **the accrued weekly compensation and interest at the legal rate of**  
 22 **interest specified in IC 24-4.6-1-101 computed from the date**  
 23 **fourteen (14) days after the disability begins.** An employer who fails  
 24 to comply with this section is subject to a civil penalty of fifty dollars  
 25 (\$50), to be assessed and collected by the board upon notice and  
 26 hearing. Civil penalties collected under this section shall be deposited  
 27 in the state general fund.

28 (b) Once begun, temporary total disability benefits may not be  
 29 terminated by the employer unless:

- 30 (1) the employee has returned to work;
- 31 (2) the employee has died;
- 32 (3) the employee has refused to undergo a medical examination
- 33 under section 20 of this chapter;
- 34 (4) the employee has received five hundred (500) weeks of
- 35 temporary total disability benefits or has been paid the maximum
- 36 compensation allowable under section 19 of this chapter; or
- 37 (5) the employee is unable or unavailable to work for reasons
- 38 unrelated to the compensable disease.

39 In all other cases the employer must notify the employee in writing of  
 40 the employer's intent to terminate the payment of temporary total  
 41 disability benefits, and of the availability of employment, if any, on a  
 42 form approved by the board. If the employee disagrees with the



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1 proposed termination, the employee must give written notice of  
2 disagreement to the board and the employer within seven (7) days after  
3 receipt of the notice of intent to terminate benefits. If the board and  
4 employer do not receive a notice of disagreement under this section,  
5 the employee's temporary total disability benefits shall be terminated.  
6 Upon receipt of the notice of disagreement, the board shall immediately  
7 contact the parties, which may be by telephone or other means and  
8 attempt to resolve the disagreement. If the board is unable to resolve  
9 the disagreement within ten (10) days of receipt of the notice of  
10 disagreement, the board shall immediately arrange for an evaluation of  
11 the employee by an independent medical examiner. The independent  
12 medical examiner shall be selected by mutual agreement of the parties  
13 or, if the parties are unable to agree, appointed by the board under  
14 IC 22-3-4-11. If the independent medical examiner determines that the  
15 employee is no longer temporarily disabled or is still temporarily  
16 disabled but can return to employment that the employer has made  
17 available to the employee, or if the employee fails or refuses to appear  
18 for examination by the independent medical examiner, temporary total  
19 disability benefits may be terminated. If either party disagrees with the  
20 opinion of the independent medical examiner, the party shall apply to  
21 the board for a hearing under section 27 of this chapter.

22 (c) An employer is not required to continue the payment of  
23 temporary total disability benefits for more than fourteen (14) days  
24 after the employer's proposed termination date unless the independent  
25 medical examiner determines that the employee is temporarily disabled  
26 and unable to return to any employment that the employer has made  
27 available to the employee.

28 (d) If it is determined that as a result of this section temporary total  
29 disability benefits were overpaid, the overpayment shall be deducted  
30 from any benefits due the employee under this section and, if there are  
31 no benefits due the employee or the benefits due the employee do not  
32 equal the amount of the overpayment, the employee shall be  
33 responsible for paying any overpayment which cannot be deducted  
34 from benefits due the employee.

35 (e) For disablements occurring on and after April 1, 1951, and prior  
36 to July 1, 1971, from occupational disease resulting in temporary total  
37 disability for any work there shall be paid to the disabled employee  
38 during such temporary total disability a weekly compensation equal to  
39 sixty percent (60%) of the employee's average weekly wages for a  
40 period not to exceed five hundred (500) weeks. Compensation shall be  
41 allowed for the first seven (7) calendar days only if the disability  
42 continues for longer than twenty-eight (28) days.

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1 For disablements occurring on and after July 1, 1971, and prior to  
 2 July 1, 1974, from occupational disease resulting in temporary total  
 3 disability for any work there shall be paid to the disabled employee  
 4 during such temporary total disability a weekly compensation equal to  
 5 sixty percent (60%) of the employee's average weekly wages, as  
 6 defined in section 19 of this chapter, for a period not to exceed five  
 7 hundred (500) weeks. Compensation shall be allowed for the first seven  
 8 (7) calendar days only if the disability continues for longer than  
 9 twenty-eight (28) days.

10 For disablements occurring on and after July 1, 1974, and before  
 11 July 1, 1976, from occupational disease resulting in temporary total  
 12 disability for any work there shall be paid to the disabled employee  
 13 during such temporary total disability a weekly compensation equal to  
 14 sixty-six and two-thirds percent (66 2/3%) of the employee's average  
 15 weekly wages, up to one hundred thirty-five dollars (\$135) average  
 16 weekly wages, as defined in section 19 of this chapter, for a period not  
 17 to exceed five hundred (500) weeks. Compensation shall be allowed for  
 18 the first seven (7) calendar days only if the disability continues for  
 19 longer than twenty-one (21) days.

20 For disablements occurring on and after July 1, 1976, from  
 21 occupational disease resulting in temporary total disability for any work  
 22 there shall be paid to the disabled employee during the temporary total  
 23 disability weekly compensation equal to sixty-six and two-thirds  
 24 percent (66 2/3%) of the employee's average weekly wages, as defined  
 25 in section 19 of this chapter, for a period not to exceed five hundred  
 26 (500) weeks. Compensation shall be allowed for the first seven (7)  
 27 calendar days only if the disability continues for longer than twenty-one  
 28 (21) days.

29 (f) For disablements occurring on and after April 1, 1951, and prior  
 30 to July 1, 1971, from occupational disease resulting in temporary  
 31 partial disability for work there shall be paid to the disabled employee  
 32 during such disability a weekly compensation equal to sixty percent  
 33 (60%) of the difference between the employee's average weekly wages  
 34 and the weekly wages at which the employee is actually employed after  
 35 the disablement, for a period not to exceed three hundred (300) weeks.  
 36 Compensation shall be allowed for the first seven (7) calendar days  
 37 only if the disability continues for longer than twenty-eight (28) days.  
 38 In case of partial disability after the period of temporary total disability,  
 39 the later period shall be included as part of the maximum period  
 40 allowed for partial disability.

41 For disablements occurring on and after July 1, 1971, and prior to  
 42 July 1, 1974, from occupational disease resulting in temporary partial

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1 disability for work there shall be paid to the disabled employee during  
 2 such disability a weekly compensation equal to sixty percent (60%) of  
 3 the difference between the employee's average weekly wages, as  
 4 defined in section 19 of this chapter, and the weekly wages at which the  
 5 employee is actually employed after the disablement, for a period not  
 6 to exceed three hundred (300) weeks. Compensation shall be allowed  
 7 for the first seven (7) calendar days only if the disability continues for  
 8 longer than twenty-eight (28) days. In case of partial disability after the  
 9 period of temporary total disability, the latter period shall be included  
 10 as a part of the maximum period allowed for partial disability.

11 For disablements occurring on and after July 1, 1974, from  
 12 occupational disease resulting in temporary partial disability for work  
 13 there shall be paid to the disabled employee during such disability a  
 14 weekly compensation equal to sixty-six and two-thirds percent (66  
 15 2/3%) of the difference between the employee's average weekly wages,  
 16 as defined in section 19 of this chapter, and the weekly wages at which  
 17 he is actually employed after the disablement, for a period not to  
 18 exceed three hundred (300) weeks. Compensation shall be allowed for  
 19 the first seven (7) calendar days only if the disability continues for  
 20 longer than twenty-one (21) days. In case of partial disability after the  
 21 period of temporary total disability, the latter period shall be included  
 22 as a part of the maximum period allowed for partial disability.

23 (g) For disabilities occurring on and after April 1, 1951, and prior  
 24 to April 1, 1955, from occupational disease in the following schedule,  
 25 the employee shall receive in lieu of all other compensation, on account  
 26 of such disabilities, a weekly compensation of sixty percent (60%) of  
 27 the employee's average weekly wage; for disabilities occurring on and  
 28 after April 1, 1955, and prior to July 1, 1971, from occupational disease  
 29 in the following schedule, the employee shall receive in addition to  
 30 disability benefits not exceeding twenty-six (26) weeks on account of  
 31 said occupational disease a weekly compensation of sixty percent  
 32 (60%) of the employee's average weekly wages.

33 For disabilities occurring on and after July 1, 1971, and before July  
 34 1, 1977, from occupational disease in the following schedule, the  
 35 employee shall receive in addition to disability benefits not exceeding  
 36 twenty-six (26) weeks on account of said occupational disease a weekly  
 37 compensation of sixty percent (60%) of his average weekly wages not  
 38 to exceed one hundred dollars (\$100) average weekly wages, for the  
 39 period stated for such disabilities respectively.

40 For disabilities occurring on and after July 1, 1977, and before July  
 41 1, 1979, from occupational disease in the following schedule, the  
 42 employee shall receive in addition to disability benefits not exceeding

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1 twenty-six (26) weeks on account of the occupational disease a weekly  
 2 compensation of sixty percent (60%) of the employee's average weekly  
 3 wages, not to exceed one hundred twenty-five dollars (\$125) average  
 4 weekly wages, for the period stated for the disabilities.

5 For disabilities occurring on and after July 1, 1979, and before July  
 6 1, 1988, from occupational disease in the following schedule, the  
 7 employee shall receive in addition to disability benefits, not exceeding  
 8 fifty-two (52) weeks on account of the occupational disease, a weekly  
 9 compensation of sixty percent (60%) of the employee's average weekly  
 10 wages, not to exceed one hundred twenty-five dollars (\$125) average  
 11 weekly wages, for the period stated for the disabilities.

12 For disabilities occurring on and after July 1, 1988, and before July  
 13 1, 1989, from occupational disease in the following schedule, the  
 14 employee shall receive in addition to disability benefits, not exceeding  
 15 seventy-eight (78) weeks on account of the occupational disease, a  
 16 weekly compensation of sixty percent (60%) of the employee's average  
 17 weekly wages, not to exceed one hundred sixty-six dollars (\$166)  
 18 average weekly wages, for the period stated for the disabilities.

19 For disabilities occurring on and after July 1, 1989, and before July  
 20 1, 1990, from occupational disease in the following schedule, the  
 21 employee shall receive in addition to disability benefits, not exceeding  
 22 seventy-eight (78) weeks on account of the occupational disease, a  
 23 weekly compensation of sixty percent (60%) of the employee's average  
 24 weekly wages, not to exceed one hundred eighty-three dollars (\$183)  
 25 average weekly wages, for the period stated for the disabilities.

26 For disabilities occurring on and after July 1, 1990, and before July  
 27 1, 1991, from occupational disease in the following schedule, the  
 28 employee shall receive in addition to disability benefits, not exceeding  
 29 seventy-eight (78) weeks on account of the occupational disease, a  
 30 weekly compensation of sixty percent (60%) of the employee's average  
 31 weekly wages, not to exceed two hundred dollars (\$200) average  
 32 weekly wages, for the period stated for the disabilities.

33 (1) Amputations: For the loss by separation, of the thumb, sixty  
 34 (60) weeks; of the index finger, forty (40) weeks; of the second  
 35 finger, thirty-five (35) weeks; of the third or ring finger, thirty  
 36 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the  
 37 hand by separation below the elbow, two hundred (200) weeks; of  
 38 the arm above the elbow joint, two hundred fifty (250) weeks; of  
 39 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;  
 40 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)  
 41 weeks; of the fifth or little toe, ten (10) weeks; of the foot below  
 42 the knee joint, one hundred fifty (150) weeks; and of the leg



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- 1 above the knee joint, two hundred (200) weeks. The loss of more  
 2 than one (1) phalange of a thumb or toe shall be considered as the  
 3 loss of the entire thumb or toe. The loss of more than two (2)  
 4 phalanges of a finger shall be considered as the loss of the entire  
 5 finger. The loss of not more than one (1) phalange of a thumb or  
 6 toe shall be considered as the loss of one-half (1/2) of the thumb  
 7 or toe and compensation shall be paid for one-half (1/2) of the  
 8 period for the loss of the entire thumb or toe. The loss of not more  
 9 than two (2) phalanges of a finger shall be considered as the loss  
 10 of one-half (1/2) the finger and compensation shall be paid for  
 11 one-half (1/2) of the period for the loss of the entire finger.
- 12 (2) Loss of Use: The total permanent loss of the use of an arm,  
 13 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
 14 as the equivalent of the loss by separation of the arm, hand,  
 15 thumb, finger, leg, foot, toe, or phalange and the compensation  
 16 shall be paid for the same period as for the loss thereof by  
 17 separation.
- 18 (3) Partial Loss of Use: For the permanent partial loss of the use  
 19 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,  
 20 compensation shall be paid for the proportionate loss of the use of  
 21 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 22 (4) For disablements for occupational disease resulting in total  
 23 permanent disability, five hundred (500) weeks.
- 24 (5) For the loss of both hands, or both feet, or the total sight of  
 25 both eyes, or any two (2) of such losses resulting from the same  
 26 disablement by occupational disease, five hundred (500) weeks.
- 27 (6) For the permanent and complete loss of vision by enucleation  
 28 of an eye or its reduction to one-tenth (1/10) of normal vision with  
 29 glasses, one hundred fifty (150) weeks, and for any other  
 30 permanent reduction of the sight of an eye, compensation shall be  
 31 paid for a period proportionate to the degree of such permanent  
 32 reduction without correction or glasses. However, when such  
 33 permanent reduction without correction or glasses would result in  
 34 one hundred percent (100%) loss of vision, but correction or  
 35 glasses would result in restoration of vision, then compensation  
 36 shall be paid for fifty percent (50%) of such total loss of vision  
 37 without glasses plus an additional amount equal to the  
 38 proportionate amount of such reduction with glasses, not to  
 39 exceed an additional fifty percent (50%).
- 40 (7) For the permanent and complete loss of hearing, two hundred  
 41 (200) weeks.
- 42 (8) In all other cases of permanent partial impairment,



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1 compensation proportionate to the degree of such permanent  
 2 partial impairment, in the discretion of the worker's compensation  
 3 board, not exceeding five hundred (500) weeks.

4 (9) In all cases of permanent disfigurement, which may impair the  
 5 future usefulness or opportunities of the employee, compensation  
 6 in the discretion of the worker's compensation board, not  
 7 exceeding two hundred (200) weeks, except that no compensation  
 8 shall be payable under this paragraph where compensation shall  
 9 be payable under subdivisions (1) through (8). Where  
 10 compensation for temporary total disability has been paid, this  
 11 amount of compensation shall be deducted from any  
 12 compensation due for permanent disfigurement.

13 With respect to disablements in the following schedule occurring on  
 14 and after July 1, 1991, the employee shall receive in addition to  
 15 temporary total disability benefits, not exceeding one hundred  
 16 twenty-five (125) weeks on account of the disablement, compensation  
 17 in an amount determined under the following schedule to be paid  
 18 weekly at a rate of sixty-six and two-thirds percent (66 2/3%) of the  
 19 employee's average weekly wages during the fifty-two (52) weeks  
 20 immediately preceding the week in which the disablement occurred:

21 (1) Amputation: For the loss by separation of the thumb, twelve  
 22 (12) degrees of permanent impairment; of the index finger, eight  
 23 (8) degrees of permanent impairment; of the second finger, seven  
 24 (7) degrees of permanent impairment; of the third or ring finger,  
 25 six (6) degrees of permanent impairment; of the fourth or little  
 26 finger, four (4) degrees of permanent impairment; of the hand by  
 27 separation below the elbow joint, forty (40) degrees of permanent  
 28 impairment; of the arm above the elbow, fifty (50) degrees of  
 29 permanent impairment; of the big toe, twelve (12) degrees of  
 30 permanent impairment; of the second toe, six (6) degrees of  
 31 permanent impairment; of the third toe, four (4) degrees of  
 32 permanent impairment; of the fourth toe, three (3) degrees of  
 33 permanent impairment; of the fifth or little toe, two (2) degrees of  
 34 permanent impairment; of separation of the foot below the knee  
 35 joint, thirty-five (35) degrees of permanent impairment; and of the  
 36 leg above the knee joint, forty-five (45) degrees of permanent  
 37 impairment.

38 (2) Amputations occurring on or after July 1, 1997: For the loss  
 39 by separation of any of the body parts described in subdivision (1)  
 40 on or after July 1, 1997, the dollar values per degree applying on  
 41 the date of the injury as described in subsection (h) shall be  
 42 multiplied by two (2). However, the doubling provision of this

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- 1 subdivision does not apply to a loss of use that is not a loss by  
2 separation.
- 3 (3) The loss of more than one (1) phalange of a thumb or toe shall  
4 be considered as the loss of the entire thumb or toe. The loss of  
5 more than two (2) phalanges of a finger shall be considered as the  
6 loss of the entire finger. The loss of not more than one (1)  
7 phalange of a thumb or toe shall be considered as the loss of  
8 one-half (1/2) of the degrees of permanent impairment for the loss  
9 of the entire thumb or toe. The loss of not more than one (1)  
10 phalange of a finger shall be considered as the loss of one-third  
11 (1/3) of the finger and compensation shall be paid for one-third  
12 (1/3) of the degrees payable for the loss of the entire finger. The  
13 loss of more than one (1) phalange of the finger but not more than  
14 two (2) phalanges of the finger shall be considered as the loss of  
15 one-half (1/2) of the finger and compensation shall be paid for  
16 one-half (1/2) of the degrees payable for the loss of the entire  
17 finger.
- 18 (4) For the loss by separation of both hands or both feet or the  
19 total sight of both eyes or any two (2) such losses in the same  
20 accident, one hundred (100) degrees of permanent impairment.
- 21 (5) For the permanent and complete loss of vision by enucleation  
22 or its reduction to one-tenth (1/10) of normal vision with glasses,  
23 thirty-five (35) degrees of permanent impairment.
- 24 (6) For the permanent and complete loss of hearing in one (1) ear,  
25 fifteen (15) degrees of permanent impairment, and in both ears,  
26 forty (40) degrees of permanent impairment.
- 27 (7) For the loss of one (1) testicle, (10) ten degrees of permanent  
28 impairment; for the loss of both testicles, thirty (30) degrees of  
29 permanent impairment.
- 30 (8) Loss of use: The total permanent loss of the use of an arm, a  
31 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
32 considered as the equivalent of the loss by separation of the arm,  
33 hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
34 shall be paid in the same amount as for the loss by separation.  
35 However, the doubling provision of subdivision (2) does not  
36 apply to a loss of use that is not a loss by separation.
- 37 (9) Partial loss of use: For the permanent partial loss of the use of  
38 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
39 phalange, compensation shall be paid for the proportionate loss of  
40 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 41 (10) For disablements resulting in total permanent disability, the  
42 amount payable for impairment or five hundred (500) weeks of



- 1 compensation, whichever is greater.
- 2 (11) For any permanent reduction of the sight of an eye less than  
3 a total loss as specified in subdivision (3), the compensation shall  
4 be paid in an amount proportionate to the degree of a permanent  
5 reduction without correction or glasses. However, when a  
6 permanent reduction without correction or glasses would result in  
7 one hundred percent (100%) loss of vision, then compensation  
8 shall be paid for fifty percent (50%) of the total loss of vision  
9 without glasses, plus an additional amount equal to the  
10 proportionate amount of the reduction with glasses, not to exceed  
11 an additional fifty percent (50%).
- 12 (12) For any permanent reduction of the hearing of one (1) or both  
13 ears, less than the total loss as specified in subdivision (4),  
14 compensation shall be paid in an amount proportionate to the  
15 degree of a permanent reduction.
- 16 (13) In all other cases of permanent partial impairment,  
17 compensation proportionate to the degree of a permanent partial  
18 impairment, in the discretion of the worker's compensation board,  
19 not exceeding one hundred (100) degrees of permanent  
20 impairment.
- 21 (14) In all cases of permanent disfigurement which may impair  
22 the future usefulness or opportunities of the employee,  
23 compensation, in the discretion of the worker's compensation  
24 board, not exceeding forty (40) degrees of permanent impairment  
25 except that no compensation shall be payable under this  
26 subdivision where compensation is payable elsewhere in this  
27 section.
- 28 (h) With respect to disablements occurring on and after July 1,  
29 1991, compensation for permanent partial impairment shall be paid  
30 according to the degree of permanent impairment for the disablement  
31 determined under subsection (d) and the following:
- 32 (1) With respect to disablements occurring on and after July 1,  
33 1991, and before July 1, 1992, for each degree of permanent  
34 impairment from one (1) to thirty-five (35), five hundred dollars  
35 (\$500) per degree; for each degree of permanent impairment from  
36 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per  
37 degree; for each degree of permanent impairment above fifty (50),  
38 one thousand five hundred dollars (\$1,500) per degree.
- 39 (2) With respect to disablements occurring on and after July 1,  
40 1992, and before July 1, 1993, for each degree of permanent  
41 impairment from one (1) to twenty (20), five hundred dollars  
42 (\$500) per degree; for each degree of permanent impairment from



1 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)  
 2 per degree; for each degree of permanent impairment from  
 3 thirty-six (36) to fifty (50), one thousand three hundred dollars  
 4 (\$1,300) per degree; for each degree of permanent impairment  
 5 above fifty (50), one thousand seven hundred dollars (\$1,700) per  
 6 degree.

7 (3) With respect to disablements occurring on and after July 1,  
 8 1993, and before July 1, 1997, for each degree of permanent  
 9 impairment from one (1) to ten (10), five hundred dollars (\$500)  
 10 per degree; for each degree of permanent impairment from eleven  
 11 (11) to twenty (20), seven hundred dollars (\$700) per degree; for  
 12 each degree of permanent impairment from twenty-one (21) to  
 13 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
 14 each degree of permanent impairment from thirty-six (36) to fifty  
 15 (50), one thousand four hundred dollars (\$1,400) per degree; for  
 16 each degree of permanent impairment above fifty (50), one  
 17 thousand seven hundred dollars (\$1,700) per degree.

18 (4) With respect to disablements occurring on and after July 1,  
 19 1997, and before July 1, 1998, for each degree of permanent  
 20 impairment from one (1) to ten (10), seven hundred fifty dollars  
 21 (\$750) per degree; for each degree of permanent impairment from  
 22 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per  
 23 degree; for each degree of permanent impairment from thirty-six  
 24 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
 25 degree; for each degree of permanent impairment above fifty (50),  
 26 one thousand seven hundred dollars (\$1,700) per degree.

27 (5) With respect to disablements occurring on and after July 1,  
 28 1998, and before July 1, 1999, for each degree of permanent  
 29 impairment from one (1) to ten (10), seven hundred fifty dollars  
 30 (\$750) per degree; for each degree of permanent impairment from  
 31 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per  
 32 degree; for each degree of permanent impairment from thirty-six  
 33 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
 34 degree; for each degree of permanent impairment above fifty (50),  
 35 one thousand seven hundred dollars (\$1,700) per degree.

36 (6) With respect to disablements occurring on and after July 1,  
 37 1999, **and before July 1, 2000**, for each degree of permanent  
 38 impairment from one (1) to ten (10), nine hundred dollars (\$900)  
 39 per degree; for each degree of permanent impairment from eleven  
 40 (11) to thirty-five (35), one thousand one hundred dollars  
 41 (\$1,100) per degree; for each degree of permanent impairment  
 42 from thirty-six (36) to fifty (50), one thousand six hundred dollars

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1 (\$1,600) per degree; for each degree of permanent impairment  
2 above fifty (50), two thousand dollars (\$2,000) per degree.

3 **(7) With respect to injuries occurring on and after July 1,**  
4 **2000, and before July 1, 2001, for each degree of permanent**  
5 **impairment from one (1) to ten (10), two thousand fifty**  
6 **dollars (\$2,050) per degree; for each degree of permanent**  
7 **impairment from eleven (11) to thirty-five (35), two thousand**  
8 **seven hundred dollars (\$2,700) per degree; for each degree of**  
9 **permanent impairment from thirty-six (36) to fifty (50), three**  
10 **thousand three hundred dollars (\$3,300) per degree; for each**  
11 **degree of permanent impairment above fifty (50), three**  
12 **thousand nine hundred dollars (\$3,900) per degree.**

13 **(8) With respect to injuries occurring on and after July 1,**  
14 **2001, and before July 1, 2002, for each degree of permanent**  
15 **impairment from one (1) to ten (10), two thousand four**  
16 **hundred dollars (\$2,400) per degree; for each degree of**  
17 **permanent impairment from eleven (11) to thirty-five (35),**  
18 **three thousand seventy-five dollars (\$3,075) per degree; for**  
19 **each degree of permanent impairment from thirty-six (36) to**  
20 **fifty (50), three thousand seven hundred seventy-five dollars**  
21 **(\$3,775) per degree; for each degree of permanent**  
22 **impairment above fifty (50), four thousand five hundred**  
23 **twenty-five dollars (\$4,525) per degree.**

24 **(9) With respect to injuries occurring on and after July 1,**  
25 **2002, for each degree of permanent impairment from one (1)**  
26 **to ten (10), two thousand seven hundred forty-seven dollars**  
27 **(\$2,747) per degree; for each degree of permanent**  
28 **impairment from eleven (11) to thirty-five (35), three**  
29 **thousand four hundred thirty-three dollars (\$3,433) per**  
30 **degree; for each degree of permanent impairment from**  
31 **thirty-six (36) to fifty (50), four thousand two hundred**  
32 **ninety-two dollars (\$4,292) per degree; for each degree of**  
33 **permanent impairment above fifty (50), five thousand three**  
34 **hundred sixty-five dollars (\$5,365) per degree.**

35 (i) The average weekly wages used in the determination of  
36 compensation for permanent partial impairment under subsections (g)  
37 and (h) shall not exceed the following:

38 (1) With respect to disablements occurring on or after July 1,  
39 1991, and before July 1, 1992, four hundred ninety-two dollars  
40 (\$492).

41 (2) With respect to disablements occurring on or after July 1,  
42 1992, and before July 1, 1993, five hundred forty dollars (\$540).



- 1 (3) With respect to disablements occurring on or after July 1,  
 2 1993, and before July 1, 1994, five hundred ninety-one dollars  
 3 (\$591).  
 4 (4) With respect to disablements occurring on or after July 1,  
 5 1994, and before July 1, 1997, six hundred forty-two dollars  
 6 (\$642).  
 7 (5) With respect to disablements occurring on or after July 1,  
 8 1997, and before July 1, 1998, six hundred seventy-two dollars  
 9 (\$672).  
 10 (6) With respect to disablements occurring on or after July 1,  
 11 1998, and before July 1, 1999, seven hundred two dollars (\$702).  
 12 (7) With respect to disablements occurring on or after July 1,  
 13 1999, and before July 1, 2000, seven hundred thirty-two dollars  
 14 (\$732).  
 15 (8) With respect to disablements occurring on or after July 1,  
 16 2000, **and before July 1, 2001**, seven hundred sixty-two dollars  
 17 (\$762).  
 18 **(9) With respect to injuries occurring on or after July 1, 2001,**  
 19 **and before July 1, 2002, eight hundred thirty-eight dollars**  
 20 **(\$838).**  
 21 **(10) With respect to injuries occurring on or after July 1,**  
 22 **2002, nine hundred fourteen dollars (\$914).**  
 23 (j) If any employee, only partially disabled, refuses employment  
 24 suitable to his capacity procured for him, he shall not be entitled to any  
 25 compensation at any time during the continuance of such refusal  
 26 unless, in the opinion of the worker's compensation board, such refusal  
 27 was justifiable. The employee must be served with a notice setting forth  
 28 the consequences of the refusal under this subsection. The notice must  
 29 be in a form prescribed by the worker's compensation board.  
 30 (k) If an employee has sustained a permanent impairment or  
 31 disability from an accidental injury other than an occupational disease  
 32 in another employment than that in which he suffered a subsequent  
 33 disability from an occupational disease, such as herein specified, the  
 34 employee shall be entitled to compensation for the subsequent  
 35 disability in the same amount as if the previous impairment or  
 36 disability had not occurred. However, if the permanent impairment or  
 37 disability resulting from an occupational disease for which  
 38 compensation is claimed results only in the aggravation or increase of  
 39 a previously sustained permanent impairment from an occupational  
 40 disease or physical condition regardless of the source or cause of such  
 41 previously sustained impairment from an occupational disease or  
 42 physical condition, the board shall determine the extent of the

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1 previously sustained permanent impairment from an occupational  
 2 disease or physical condition as well as the extent of the aggravation or  
 3 increase resulting from the subsequent permanent impairment or  
 4 disability, and shall award compensation only for that part of said  
 5 occupational disease or physical condition resulting from the  
 6 subsequent permanent impairment. An amputation of any part of the  
 7 body or loss of any or all of the vision of one (1) or both eyes caused by  
 8 an occupational disease shall be considered as a permanent impairment  
 9 or physical condition.

10 (l) If an employee suffers a disablement from occupational disease  
 11 for which compensation is payable while the employee is still receiving  
 12 or entitled to compensation for a previous injury by accident or  
 13 disability by occupational disease in the same employment, he shall not  
 14 at the same time be entitled to compensation for both, unless it be for  
 15 a permanent injury, such as specified in subsection (g)(1), (g)(2),  
 16 (g)(3), (g)(6), or (g)(7); but the employee shall be entitled to  
 17 compensation for that disability and from the time of that disability  
 18 which will cover the longest period and the largest amount payable  
 19 under this chapter.

20 (m) If an employee receives a permanent disability from  
 21 occupational disease such as specified in subsection (g)(1), (g)(2),  
 22 (g)(3), (g)(6), or (g)(7), after having sustained another such permanent  
 23 disability in the same employment the employee shall be entitled to  
 24 compensation for both such disabilities, but the total compensation  
 25 shall be paid by extending the period and not by increasing the amount  
 26 of weekly compensation and, when such previous and subsequent  
 27 permanent disabilities, in combination result in total permanent  
 28 disability or permanent total impairment, compensation shall be  
 29 payable for such permanent total disability or impairment, but  
 30 payments made for the previous disability or impairment shall be  
 31 deducted from the total payment of compensation due.

32 (n) When an employee has been awarded or is entitled to an award  
 33 of compensation for a definite period under this chapter for disability  
 34 from occupational disease, which disablement occurs on and after April  
 35 1, 1951, and prior to April 1, 1963, and such employee dies from any  
 36 other cause than such occupational disease, payment of the unpaid  
 37 balance of such compensation, not exceeding three hundred (300)  
 38 weeks, shall be made to the employee's dependents of the second and  
 39 third class as defined in sections 11 through 14 of this chapter, and  
 40 compensation, not exceeding five hundred (500) weeks, shall be made  
 41 to the employee's dependents of the first class as defined in sections 11  
 42 through 14 of this chapter. When an employee has been awarded or is



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1 entitled to an award of compensation for a definite period from an  
 2 occupational disease wherein disablement occurs on and after April 1,  
 3 1963, and such employee dies from other causes than such  
 4 occupational disease, payment of the unpaid balance of such  
 5 compensation not exceeding three hundred fifty (350) weeks shall be  
 6 paid to the employee's dependents of the second and third class as  
 7 defined in sections 11 through 14 of this chapter and compensation, not  
 8 exceeding five hundred (500) weeks shall be made to the employee's  
 9 dependents of the first class as defined in sections 11 through 14 of this  
 10 chapter.

11 (o) Any payment made by the employer to the employee during the  
 12 period of the employee's disability, or to the employee's dependents,  
 13 which, by the terms of this chapter, was not due and payable when  
 14 made, may, subject to the approval of the worker's compensation board,  
 15 be deducted from the amount to be paid as compensation, but such  
 16 deduction shall be made from the distal end of the period during which  
 17 compensation must be paid, except in cases of temporary disability.

18 (p) When so provided in the compensation agreement or in the  
 19 award of the worker's compensation board, compensation may be paid  
 20 semimonthly, or monthly, instead of weekly.

21 (q) When the aggregate payments of compensation awarded by  
 22 agreement or upon hearing to an employee or dependent under eighteen  
 23 (18) years of age do not exceed one hundred dollars (\$100), the  
 24 payment thereof may be made directly to such employee or dependent,  
 25 except when the worker's compensation board shall order otherwise.

26 Whenever the aggregate payments of compensation, due to any  
 27 person under eighteen (18) years of age, exceed one hundred dollars  
 28 (\$100), the payment thereof shall be made to a trustee, appointed by the  
 29 circuit or superior court, or to a duly qualified guardian, or, upon the  
 30 order of the worker's compensation board, to a parent or to such minor  
 31 person. The payment of compensation, due to any person eighteen (18)  
 32 years of age or over, may be made directly to such person.

33 (r) If an employee, or a dependent, is mentally incompetent, or a  
 34 minor at the time when any right or privilege accrues to the employee  
 35 under this chapter, the employee's guardian or trustee may, in the  
 36 employee's behalf, claim and exercise such right and privilege.

37 (s) All compensation payments named and provided for in this  
 38 section, shall mean and be defined to be for only such occupational  
 39 diseases and disabilities therefrom as are proved by competent  
 40 evidence, of which there are or have been objective conditions or  
 41 symptoms proven, not within the physical or mental control of the  
 42 employee himself.



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1 SECTION 11. IC 22-3-7-16.1 IS ADDED TO THE INDIANA  
 2 CODE AS A NEW SECTION TO READ AS FOLLOWS  
 3 [EFFECTIVE JULY 1, 2000]: **Sec. 16.1. (a) As used in this section,**  
 4 **"board" refers to the worker's compensation board created under**  
 5 **IC 22-3-1-1.**

6 (b) **If an employee who from an occupational disease becomes**  
 7 **permanently and totally impaired by reason of the loss, or loss of**  
 8 **use of, another such member or eye, the employer shall be liable**  
 9 **only for the compensation payable for the second injury. However,**  
 10 **in addition to such compensation and after the completion of the**  
 11 **payment therefor, the employee shall be paid the remainder of the**  
 12 **compensation that would be due for the total permanent**  
 13 **impairment out of a special fund known as the occupational disease**  
 14 **second injury fund.**

15 (c) **Whenever the board determines under the procedures set**  
 16 **forth in subsection (d) that an assessment is necessary to ensure**  
 17 **that fund beneficiaries continue to receive compensation in a timely**  
 18 **manner for a reasonable prospective period, the board shall send**  
 19 **notice not later than October 1 in any year to:**

20 (1) **all insurance carriers and other entities insuring or**  
 21 **providing coverage to employers who are or may be liable**  
 22 **under this article to pay compensation for personal injuries to**  
 23 **or the death of one of their employees from an occupational**  
 24 **disease; and**

25 (2) **each employer carrying the employer's own risk for**  
 26 **personal injuries to or the death of one of their employees**  
 27 **from an occupational disease;**

28 **stating that an assessment is necessary. The board may conduct an**  
 29 **assessment under this subsection not more than one (1) time**  
 30 **annually. Every insurance carrier insuring employers who are or**  
 31 **may be liable under this article to pay compensation for**  
 32 **disablement or death from occupational diseases of their employees**  
 33 **under this article and every employer carrying the employer's own**  
 34 **risk shall, not later than thirty (30) days after receiving notice from**  
 35 **the board, pay to the worker's compensation board for the benefit**  
 36 **of a fund to be known as the occupational diseases second injury**  
 37 **fund. The payment shall be in a sum equal to one and one-half**  
 38 **percent (1.5%) of the total amount of all payments under this**  
 39 **chapter for occupational diseases paid to employees with**  
 40 **occupational diseases or their beneficiaries under this chapter for**  
 41 **the calendar year next preceding the due date of such payment. If**  
 42 **the amount to the credit of the occupational diseases second injury**



1 fund as of October 1 of any year exceeds one million dollars  
2 (\$1,000,000), the payments of one and one-half percent (1.5%) shall  
3 not be assessed or collected during the ensuing year. But when on  
4 October 1 of any year the amount to the credit of the fund is less  
5 than one million dollars (\$1,000,000), the payments of one and  
6 one-half percent (1.5%) of the total amount of all payments under  
7 this chapter for occupational diseases paid to employees with  
8 occupational diseases or their beneficiaries under this chapter for  
9 the calendar year next preceding that date shall be resumed and  
10 paid into the fund.

11 (d) The board shall enter into a contract with an actuary or  
12 another qualified firm that has experience in calculating worker's  
13 compensation liabilities. Not later than September 1 of each year,  
14 the actuary or other qualified firm shall calculate the  
15 recommended funding level of the fund based on the previous  
16 year's claims and inform the board of the results of the calculation.  
17 If the amount to the credit of the fund is less than the amount  
18 required under subsection (c), the board may conduct an  
19 assessment under subsection (c). The board shall pay the costs of  
20 the contract under this subsection with money in the fund.

21 (e) An assessment collected under subsection (c) on an employer  
22 who is not self-insured must be assessed through a surcharge based  
23 on the employer's premium. An assessment collected under  
24 subsection (c) does not constitute an element of loss, but for the  
25 purpose of collection shall be treated as a separate cost imposed  
26 upon insured employers. A premium surcharge under this  
27 subsection must be collected at the same time and in the same  
28 manner in which the premium for coverage is collected, and must  
29 be shown as a separate amount on a premium statement. A  
30 premium surcharge under this subsection must be excluded from  
31 the definition of premium for all purposes, including the  
32 computation of agent commissions or premium taxes. However, an  
33 insurer may cancel a worker's compensation policy for  
34 nonpayment of the premium surcharge. A cancellation under this  
35 subsection must be carried out under the statutes applicable to the  
36 nonpayment of premiums.

37 (f) The sums under this section shall be paid by the worker's  
38 compensation board to the treasurer of state, to be deposited in a  
39 special account known as the occupational diseases second injury  
40 fund. The funds are not part of the state general fund. Any balance  
41 remaining in the account at the end of any fiscal year does not  
42 revert to the state general fund. The funds shall be used only for

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1 the payment of awards of compensation and expense of medical  
2 examinations or treatment made and ordered by the board and  
3 chargeable against the occupational diseases second injury fund  
4 under this section and shall be paid for that purpose by the  
5 treasurer of state upon award or order of the board.

6 (g) If an employee who is entitled to compensation under this  
7 chapter either:

- 8 (1) exhausts the maximum benefits under section 19 of this
- 9 chapter without having received the full amount of award
- 10 granted to the employee under section 16 of this chapter; or
- 11 (2) exhausts the employee's benefits under section 16 of this
- 12 chapter;

13 the employee may apply to the worker's compensation board,  
14 which may award the employee compensation from the  
15 occupational diseases second injury fund established by this  
16 section, as provided under subsection (b).

17 (h) An employee who has exhausted the employee's maximum  
18 benefits under section 10 of this chapter may be awarded  
19 additional compensation equal to sixty-six and two-thirds percent  
20 (66 2/3%) of the employee's average weekly wage at the time of the  
21 employee's disablement from occupational disease, not to exceed  
22 the maximum then applicable under section 19 of this chapter for  
23 a period not to exceed one hundred fifty (150) weeks upon  
24 competent evidence sufficient to establish:

- 25 (1) that the employee is totally and permanently disabled from
- 26 an occupational disease (as defined in section 10 of this
- 27 chapter) of which there are or have been objective conditions
- 28 and symptoms proven that are not within the physical or
- 29 mental control of the employee; and
- 30 (2) that the employee is unable to support the employee in any
- 31 gainful employment, not associated with rehabilitative or
- 32 vocational therapy.

33 (i) The additional award may be renewed during the employee's  
34 total and permanent disability after appropriate hearings by the  
35 worker's compensation board for successive periods not to exceed  
36 one hundred fifty (150) weeks each.

37 SECTION 12. IC 22-3-7-17 IS AMENDED TO READ AS  
38 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. (a) During the  
39 period of disablement, the employer shall furnish or cause to be  
40 furnished, free of charge to the employee, an attending physician for  
41 the treatment of his occupational disease, and in addition thereto such  
42 surgical, hospital, and nursing services and supplies as the attending

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1 physician or the worker's compensation board may deem necessary. If  
 2 the employee is requested or required by the employer to submit to  
 3 treatment outside the county of employment, ~~said~~ **the** employer shall  
 4 also pay the reasonable expense of travel, food, and lodging necessary  
 5 during the travel, but not to exceed the amount paid at the time of ~~said~~  
 6 **the** travel by the state of Indiana to its employees. **If the treatment or**  
 7 **travel to or from the place of treatment causes a loss of working**  
 8 **time to the employee, the employer shall reimburse the employee**  
 9 **for the loss of wages using the basis of the employee's average daily**  
 10 **wage.**

11 (b) During the period of disablement resulting from the occupational  
 12 disease, the employer shall furnish such physician, services, and  
 13 supplies, and the worker's compensation board may, on proper  
 14 application of either party, require that treatment by such physician and  
 15 such services and supplies be furnished by or on behalf of the employer  
 16 as the board may deem reasonably necessary.

17 (c) **No representative of the employer or insurance carrier,**  
 18 **including case managers or rehabilitation nurses, may be present**  
 19 **at any treatment of an employee with an occupational disease**  
 20 **without the express written consent of the employee and the**  
 21 **treating medical personnel. At the time of any medical treatment**  
 22 **that a representative of the employer wishes to attend, the**  
 23 **representative of the employer shall inform the employee with an**  
 24 **occupational disease and treating medical personnel that their**  
 25 **written consent is required before the attendance of the employer's**  
 26 **representative. The employee's compensation and benefits may not**  
 27 **be jeopardized in any way due to the employer's failure or refusal**  
 28 **to complete a written waiver allowing the attendance of the**  
 29 **employer's representative. The employer's representative may not**  
 30 **in any way cause the employee to believe that the employee's**  
 31 **compensation and benefits will be terminated if the employee fails**  
 32 **or refuses to complete a written waiver allowing the attendance of**  
 33 **the employer's representative. The written waivers shall be**  
 34 **executed on forms prescribed by the board.**

35 (d) After an employee's occupational disease has been adjudicated  
 36 by agreement or award on the basis of permanent partial impairment  
 37 and within the statutory period for review in such case as provided in  
 38 section 27(i) of this chapter, the employer may continue to furnish a  
 39 physician or a surgeon and other medical services and supplies, and the  
 40 board may, within such statutory period for review as provided in  
 41 section 27(i) of this chapter, on a proper application of either party,  
 42 require that treatment by such physician or surgeon and such services



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1 and supplies be furnished by and on behalf of the employer as the  
2 board may deem necessary to limit or reduce the amount and extent of  
3 such impairment. The refusal of the employee to accept such services  
4 and supplies when so provided by or on behalf of the employer, shall  
5 bar the employee from all compensation otherwise payable during the  
6 period of such refusal and his right to prosecute any proceeding under  
7 this chapter shall be suspended and abated until such refusal ceases.  
8 The employee must be served with a notice setting forth the  
9 consequences of the refusal under this section. The notice must be in  
10 a form prescribed by the worker's compensation board. No  
11 compensation for permanent total impairment, permanent partial  
12 impairment, permanent disfigurement, or death shall be paid or payable  
13 for that part or portion of such impairment, disfigurement, or death  
14 which is the result of the failure of such employee to accept such  
15 treatment, services, and supplies, provided that an employer may at any  
16 time permit an employee to have treatment for his disease or injury by  
17 spiritual means or prayer in lieu of such physician, services, and  
18 supplies.

19 (e) Regardless of when it occurs, where a compensable  
20 occupational disease results in the amputation of a body part, the  
21 enucleation of an eye, or the loss of natural teeth, the employer shall  
22 furnish an appropriate artificial member, braces, and prosthodontics.  
23 The cost of repairs to or replacements for the artificial members,  
24 braces, or prosthodontics that result from a compensable occupational  
25 disease pursuant to a prior award and are required due to either medical  
26 necessity or normal wear and tear, determined according to the  
27 employee's individual use, but not abuse, of the artificial member,  
28 braces, or prosthodontics, shall be paid from the second injury fund  
29 upon order or award of the worker's compensation board. The  
30 employee is not required to meet any other requirement for admission  
31 to the second injury fund.

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

41 (g) This section may not be construed to prohibit an agreement  
42 between an employer and employees that has the approval of the board

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1 and that:

- 2 (1) binds the parties to medical care furnished by providers  
 3 selected by agreement before or after disablement; or  
 4 (2) makes the findings of a provider chosen in this manner  
 5 binding upon the parties.

6 (h) The employee and the employee's estate do not have liability  
 7 to a health care provider for payment for services obtained under this  
 8 section. The right to order payment for all services provided under this  
 9 chapter is solely with the board. All claims by a health care provider for  
 10 payment for services are against the employer and the employer's  
 11 insurance carrier, if any, and must be made with the board under this  
 12 chapter.

13 (i) **After medical treatment has commenced, neither the**  
 14 **employer nor the insurance carrier is entitled to transfer or**  
 15 **otherwise redirect treatment to other treating medical personnel,**  
 16 **except in an emergency situation, unless the employee requests the**  
 17 **transfer or redirected treatment, the treating medical personnel**  
 18 **requests discontinuance of providing treatment, or there is other**  
 19 **good cause. If the employer or insurance carrier wishes to transfer**  
 20 **treatment for good cause, a transfer may not be permitted unless**  
 21 **and until the board issues an order granting the request. The**  
 22 **request shall be made on forms prescribed by the board.**

23 SECTION 13. IC 22-3-7-19 IS AMENDED TO READ AS  
 24 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 19. (a) In computing  
 25 compensation for temporary total disability, temporary partial  
 26 disability, and total permanent disability under this law with respect to  
 27 occupational diseases occurring:

- 28 (1) on and after July 1, 1974, and before July 1, 1976, the average  
 29 weekly wages shall be considered to be:  
 30 (A) not more than one hundred thirty-five dollars (\$135); and  
 31 (B) not less than seventy-five dollars (\$75);  
 32 (2) on and after July 1, 1976, and before July 1, 1977, the average  
 33 weekly wages shall be considered to be:  
 34 (A) not more than one hundred fifty-six dollars (\$156); and  
 35 (B) not less than seventy-five dollars (\$75);  
 36 (3) on and after July 1, 1977, and before July 1, 1979, the average  
 37 weekly wages are considered to be:  
 38 (A) not more than one hundred eighty dollars (\$180); and  
 39 (B) not less than seventy-five dollars (\$75);  
 40 (4) on and after July 1, 1979, and before July 1, 1980, the average  
 41 weekly wages are considered to be:  
 42 (A) not more than one hundred ninety-five dollars (\$195); and



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- 1 (B) not less than seventy-five dollars (\$75);  
2 (5) on and after July 1, 1980, and before July 1, 1983, the average  
3 weekly wages are considered to be:  
4 (A) not more than two hundred ten dollars (\$210); and  
5 (B) not less than seventy-five dollars (\$75);  
6 (6) on and after July 1, 1983, and before July 1, 1984, the average  
7 weekly wages are considered to be:  
8 (A) not more than two hundred thirty-four dollars (\$234); and  
9 (B) not less than seventy-five dollars (\$75); and  
10 (7) on and after July 1, 1984, and before July 1, 1985, the average  
11 weekly wages are considered to be:  
12 (A) not more than two hundred forty-nine dollars (\$249); and  
13 (B) not less than seventy-five dollars (\$75).  
14 (b) In computing compensation for temporary total disability,  
15 temporary partial disability, and total permanent disability, with respect  
16 to occupational diseases occurring on and after July 1, 1985, and before  
17 July 1, 1986, the average weekly wages are considered to be:  
18 (1) not more than two hundred sixty-seven dollars (\$267); and  
19 (2) not less than seventy-five dollars (\$75).  
20 (c) In computing compensation for temporary total disability,  
21 temporary partial disability, and total permanent disability, with respect  
22 to occupational diseases occurring on and after July 1, 1986, and before  
23 July 1, 1988, the average weekly wages are considered to be:  
24 (1) not more than two hundred eighty-five dollars (\$285); and  
25 (2) not less than seventy-five dollars (\$75).  
26 (d) In computing compensation for temporary total disability,  
27 temporary partial disability, and total permanent disability, with respect  
28 to occupational diseases occurring on and after July 1, 1988, and before  
29 July 1, 1989, the average weekly wages are considered to be:  
30 (1) not more than three hundred eighty-four dollars (\$384); and  
31 (2) not less than seventy-five dollars (\$75).  
32 (e) In computing compensation for temporary total disability,  
33 temporary partial disability, and total permanent disability, with respect  
34 to occupational diseases occurring on and after July 1, 1989, and before  
35 July 1, 1990, the average weekly wages are considered to be:  
36 (1) not more than four hundred eleven dollars (\$411); and  
37 (2) not less than seventy-five dollars (\$75).  
38 (f) In computing compensation for temporary total disability,  
39 temporary partial disability, and total permanent disability, with respect  
40 to occupational diseases occurring on and after July 1, 1990, and before  
41 July 1, 1991, the average weekly wages are considered to be:  
42 (1) not more than four hundred forty-one dollars (\$441); and

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- 1 (2) not less than seventy-five dollars (\$75).
- 2 (g) In computing compensation for temporary total disability,  
3 temporary partial disability, and total permanent disability, with respect  
4 to occupational diseases occurring on and after July 1, 1991, and before  
5 July 1, 1992, the average weekly wages are considered to be:  
6 (1) not more than four hundred ninety-two dollars (\$492); and  
7 (2) not less than seventy-five dollars (\$75).
- 8 (h) In computing compensation for temporary total disability,  
9 temporary partial disability, and total permanent disability, with respect  
10 to occupational diseases occurring on and after July 1, 1992, and before  
11 July 1, 1993, the average weekly wages are considered to be:  
12 (1) not more than five hundred forty dollars (\$540); and  
13 (2) not less than seventy-five dollars (\$75).
- 14 (i) In computing compensation for temporary total disability,  
15 temporary partial disability, and total permanent disability, with respect  
16 to occupational diseases occurring on and after July 1, 1993, and before  
17 July 1, 1994, the average weekly wages are considered to be:  
18 (1) not more than five hundred ninety-one dollars (\$591); and  
19 (2) not less than seventy-five dollars (\$75).
- 20 (j) In computing compensation for temporary total disability,  
21 temporary partial disability and total permanent disability, with respect  
22 to occupational diseases occurring on and after July 1, 1994, and before  
23 July 1, 1997, the average weekly wages are considered to be:  
24 (1) not more than six hundred forty-two dollars (\$642); and  
25 (2) not less than seventy-five dollars (\$75).
- 26 (k) In computing compensation for temporary total disability,  
27 temporary partial disability, and total permanent disability, the average  
28 weekly wages are considered to be:  
29 (1) with respect to occupational diseases occurring on and after  
30 July 1, 1997, and before July 1, 1998:  
31 (A) not more than six hundred seventy-two dollars (\$672); and  
32 (B) not less than seventy-five dollars (\$75);  
33 (2) with respect to occupational diseases occurring on and after  
34 July 1, 1998, and before July 1, 1999:  
35 (A) not more than seven hundred two dollars (\$702); and  
36 (B) not less than seventy-five dollars (\$75);  
37 (3) with respect to occupational diseases occurring on and after  
38 July 1, 1999, and before July 1, 2000:  
39 (A) not more than seven hundred thirty-two dollars (\$732);  
40 and  
41 (B) not less than seventy-five dollars (\$75); ~~and~~  
42 (4) with respect to occupational diseases ~~occurring~~ **occurring** on

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1 and after July 1, 2000, **and before July 1, 2001:**

2 (A) not more than seven hundred sixty-two dollars (\$762); and

3 (B) not less than seventy-five dollars (\$75);

4 **(5) with respect to injuries occurring on and after July 1,**  
5 **2001, and before July 1, 2002:**

6 (A) **not more than eight hundred thirty-eight dollars**  
7 **(\$838); and**

8 (B) **not less than seventy-five dollars (\$75); and**

9 **(6) with respect to injuries occurring on and after July 1,**  
10 **2002:**

11 (A) **not more than nine hundred fourteen dollars (\$914);**  
12 **and**

13 (B) **not less than seventy-five dollars (\$75).**

14 (l) The maximum compensation that shall be paid for occupational  
15 disease and its results under any one (1) or more provisions of this  
16 chapter with respect to disability or death occurring:

17 (1) on and after July 1, 1974, and before July 1, 1976, shall not  
18 exceed forty-five thousand dollars (\$45,000) in any case;

19 (2) on and after July 1, 1976, and before July 1, 1977, shall not  
20 exceed fifty-two thousand dollars (\$52,000) in any case;

21 (3) on and after July 1, 1977, and before July 1, 1979, may not  
22 exceed sixty thousand dollars (\$60,000) in any case;

23 (4) on and after July 1, 1979, and before July 1, 1980, may not  
24 exceed sixty-five thousand dollars (\$65,000) in any case;

25 (5) on and after July 1, 1980, and before July 1, 1983, may not  
26 exceed seventy thousand dollars (\$70,000) in any case;

27 (6) on and after July 1, 1983, and before July 1, 1984, may not  
28 exceed seventy-eight thousand dollars (\$78,000) in any case; and

29 (7) on and after July 1, 1984, and before July 1, 1985, may not  
30 exceed eighty-three thousand dollars (\$83,000) in any case.

31 (m) The maximum compensation with respect to disability or death  
32 occurring on and after July 1, 1985, and before July 1, 1986, which  
33 shall be paid for occupational disease and the results thereof under the  
34 provisions of this chapter or under any combination of its provisions  
35 may not exceed eighty-nine thousand dollars (\$89,000) in any case.  
36 The maximum compensation with respect to disability or death  
37 occurring on and after July 1, 1986, and before July 1, 1988, which  
38 shall be paid for occupational disease and the results thereof under the  
39 provisions of this chapter or under any combination of its provisions  
40 may not exceed ninety-five thousand dollars (\$95,000) in any case. The  
41 maximum compensation with respect to disability or death occurring  
42 on and after July 1, 1988, and before July 1, 1989, that shall be paid for



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1 occupational disease and the results thereof under this chapter or under  
2 any combination of its provisions may not exceed one hundred  
3 twenty-eight thousand dollars (\$128,000) in any case.

4 (n) The maximum compensation with respect to disability or death  
5 occurring on and after July 1, 1989, and before July 1, 1990, that shall  
6 be paid for occupational disease and the results thereof under this  
7 chapter or under any combination of its provisions may not exceed one  
8 hundred thirty-seven thousand dollars (\$137,000) in any case.

9 (o) The maximum compensation with respect to disability or death  
10 occurring on and after July 1, 1990, and before July 1, 1991, that shall  
11 be paid for occupational disease and the results thereof under this  
12 chapter or under any combination of its provisions may not exceed one  
13 hundred forty-seven thousand dollars (\$147,000) in any case.

14 (p) The maximum compensation with respect to disability or death  
15 occurring on and after July 1, 1991, and before July 1, 1992, that shall  
16 be paid for occupational disease and the results thereof under this  
17 chapter or under any combination of the provisions of this chapter may  
18 not exceed one hundred sixty-four thousand dollars (\$164,000) in any  
19 case.

20 (q) The maximum compensation with respect to disability or death  
21 occurring on and after July 1, 1992, and before July 1, 1993, that shall  
22 be paid for occupational disease and the results thereof under this  
23 chapter or under any combination of the provisions of this chapter may  
24 not exceed one hundred eighty thousand dollars (\$180,000) in any case.

25 (r) The maximum compensation with respect to disability or death  
26 occurring on and after July 1, 1993, and before July 1, 1994, that shall  
27 be paid for occupational disease and the results thereof under this  
28 chapter or under any combination of the provisions of this chapter may  
29 not exceed one hundred ninety-seven thousand dollars (\$197,000) in  
30 any case.

31 (s) The maximum compensation with respect to disability or death  
32 occurring on and after July 1, 1994, and before July 1, 1997, that shall  
33 be paid for occupational disease and the results thereof under this  
34 chapter or under any combination of the provisions of this chapter may  
35 not exceed two hundred fourteen thousand dollars (\$214,000) in any  
36 case.

37 (t) The maximum compensation that shall be paid for occupational  
38 disease and the results of an occupational disease under this chapter or  
39 under any combination of the provisions of this chapter may not exceed  
40 the following amounts in any case:

- 41 (1) With respect to disability or death occurring on and after July  
42 1, 1997, and before July 1, 1998, two hundred twenty-four

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- 1 thousand dollars (\$224,000).
- 2 (2) With respect to disability or death occurring on and after July
- 3 1, 1998, and before July 1, 1999, two hundred thirty-four
- 4 thousand dollars (\$234,000).
- 5 (3) With respect to disability or death occurring on and after July
- 6 1, 1999, and before July 1, 2000, two hundred forty-four thousand
- 7 dollars (\$244,000).
- 8 (4) With respect to disability or death occurring on and after July
- 9 1, 2000, **and before July 1, 2001**, two hundred fifty-four
- 10 thousand dollars (\$254,000).
- 11 **(5) With respect to an injury occurring on and after July 1,**
- 12 **2001, and before July 1, 2002, two hundred seventy-nine**
- 13 **thousand three hundred five dollars (\$279,305).**
- 14 **(6) With respect to an injury occurring on and after July 1,**
- 15 **2002, three hundred four thousand six hundred thirty-six**
- 16 **dollars (\$304,636).**
- 17 (u) For all disabilities occurring before July 1, 1985, "average
- 18 weekly wages" shall mean the earnings of the injured employee in the
- 19 employment in which the employee was working at the time of the last
- 20 exposure during the period of fifty-two (52) weeks immediately
- 21 preceding the last day of the last exposure divided by fifty-two (52). If
- 22 the employee lost seven (7) or more calendar days during the period,
- 23 although not in the same week, then the earnings for the remainder of
- 24 the fifty-two (52) weeks shall be divided by the number of weeks and
- 25 parts thereof remaining after the time lost has been deducted. Where
- 26 the employment prior to the last day of the last exposure extended over
- 27 a period of less than fifty-two (52) weeks, the method of dividing the
- 28 earnings during that period by the number of weeks and parts thereof
- 29 during which the employee earned wages shall be followed if results
- 30 just and fair to both parties will be obtained. Where by reason of the
- 31 shortness of the time during which the employee has been in the
- 32 employment of the employer or of the casual nature or terms of the
- 33 employment it is impracticable to compute the average weekly wages
- 34 as above defined, regard shall be had to the average weekly amount
- 35 which, during the fifty-two (52) weeks previous to the last day of the
- 36 last exposure, was being earned by a person in the same grade
- 37 employed at the same work by the same employer, or if there is no
- 38 person so employed, by a person in the same grade employed in that
- 39 same class of employment in the same district. Whenever allowances
- 40 of any character are made to an employee in lieu of wages or a
- 41 specified part of the wage contract, they shall be deemed a part of the
- 42 employee's earnings.



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1 (v) For all disabilities occurring on and after July 1, 1985, "average  
 2 weekly wages" means the earnings of the injured employee during the  
 3 period of fifty-two (52) weeks immediately preceding the disability  
 4 divided by fifty-two (52). If the employee lost seven (7) or more  
 5 calendar days during the period, although not in the same week, then  
 6 the earnings for the remainder of the fifty-two (52) weeks shall be  
 7 divided by the number of weeks and parts of weeks remaining after the  
 8 time lost has been deducted. If employment before the date of disability  
 9 extended over a period of less than fifty-two (52) weeks, the method of  
 10 dividing the earnings during that period by the number of weeks and  
 11 parts of weeks during which the employee earned wages shall be  
 12 followed if results just and fair to both parties will be obtained. If by  
 13 reason of the shortness of the time during which the employee has been  
 14 in the employment of the employer or of the casual nature or terms of  
 15 the employment it is impracticable to compute the average weekly  
 16 wages for the employee, the employee's average weekly wages shall be  
 17 considered to be the average weekly amount that, during the fifty-two  
 18 (52) weeks before the date of disability, was being earned by a person  
 19 in the same grade employed at the same work by the same employer or,  
 20 if there is no person so employed, by a person in the same grade  
 21 employed in that same class of employment in the same district.  
 22 Whenever allowances of any character are made to an employee  
 23 instead of wages or a specified part of the wage contract, they shall be  
 24 considered a part of the employee's earnings.

25 (w) The provisions of this article may not be construed to result in  
 26 an award of benefits in which the number of weeks paid or to be paid  
 27 for temporary total disability, temporary partial disability, or permanent  
 28 total disability benefits combined exceeds five hundred (500) weeks.  
 29 This section shall not be construed to prevent a person from applying  
 30 for an award under IC 22-3-3-13. However, in case of permanent total  
 31 disability resulting from a disablement occurring on or after January 1,  
 32 1998, the minimum total benefit shall not be less than seventy-five  
 33 thousand dollars (\$75,000).

34 SECTION 14. IC 22-3-7-20 IS AMENDED TO READ AS  
 35 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 20. (a) After  
 36 disablement and during the period of claimed resulting disability or  
 37 impairment, the employee, if so requested by the employee's employer  
 38 or ordered by the worker's compensation board, shall submit to an  
 39 examination at reasonable times and places by a duly qualified  
 40 physician or surgeon designated and paid by the employer or by order  
 41 of the board. The employee shall have the right to have present at any  
 42 such examination any duly qualified physician or surgeon provided and



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1 paid for by the employee. No fact communicated to or otherwise  
2 learned by any physician or surgeon who may have attended or  
3 examined the employee, or who may have been present at any  
4 examination, shall be privileged either in the hearings provided for in  
5 this chapter, or in any action at law brought to recover damages against  
6 any employer who is subject to the compensation provisions of this  
7 chapter. If the employee refuses to submit to, or in any way obstructs  
8 the examinations, the employee's right to compensation and right to  
9 take or prosecute any proceedings under this chapter shall be  
10 suspended until the refusal or obstruction ceases. No compensation  
11 shall at any time be payable for the period of suspension unless in the  
12 opinion of the board, the circumstances justified the refusal or  
13 obstruction. The employee must be served with a notice setting forth  
14 the consequences of the refusal under this subsection. The notice must  
15 be in a form prescribed by the worker's compensation board.

16 (b) Any employer requesting an examination of any employee  
17 residing within Indiana shall pay, in advance of the time fixed for the  
18 examination, sufficient money to defray the necessary expenses of  
19 travel by the most convenient means to and from the place of  
20 examination, and the cost of meals and lodging necessary during the  
21 travel. If the method of travel is by automobile, the mileage rate to be  
22 paid by the employer shall be the rate as is then currently being paid by  
23 the state to its employees under the state travel policies and procedures  
24 established by the department of administration and approved by the  
25 state budget agency. If the examination or travel to or from the place of  
26 examination causes any loss of working time on the part of the  
27 employee, the employer shall reimburse the employee for the loss of  
28 wages upon the basis of such employee's average daily wage.

29 (c) When any employee injured in Indiana moves outside Indiana,  
30 the travel expense and the cost of meals and lodging necessary during  
31 the travel, payable under this section, shall be paid from the point in  
32 Indiana nearest to the employee's then residence to the place of  
33 examination. No travel and other expense shall be paid for any travel  
34 and other expense required outside Indiana.

35 (d) A duly qualified physician or surgeon provided and paid for by  
36 the employee may be present at an examination, if the employee so  
37 desires. In all cases, where the examination is made by a physician or  
38 surgeon engaged by the employer and the disabled or injured employee  
39 has no physician or surgeon present at the examination, it shall be the  
40 duty of the physician or surgeon making the examination to deliver to  
41 the injured employee, or the employee's representative, a statement in  
42 writing of the conditions evidenced by such examination. The

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1 statement shall disclose all facts that are reported by the physician or  
 2 surgeon to the employer. This statement shall be furnished to the  
 3 employee or the employee's representative as soon as practicable, but  
 4 not later than thirty (30) days before the time the case is set for hearing.  
 5 The statement may be submitted by either party as evidence by that  
 6 physician or surgeon at a hearing before the worker's compensation  
 7 board if the statement meets the requirements of subsection ~~(f)~~ (g). If  
 8 the physician or surgeon fails or refuses to furnish the employee or the  
 9 employee's representative with such statement thirty (30) days before  
 10 the hearing, then the statement may not be submitted as evidence, and  
 11 the physician shall not be permitted to testify before the worker's  
 12 compensation board as to any facts learned in the examination. All of  
 13 the requirements of this subsection apply to all subsequent  
 14 examinations requested by the employer.

15 **(e) No representative of the employer or insurance carrier,**  
 16 **including case managers or rehabilitation nurses, may be present**  
 17 **at any examination of an employee with an occupational disease**  
 18 **without the express written consent of the employee and the**  
 19 **treating medical personnel. At the time of any medical examination**  
 20 **that a representative of the employer wishes to attend, the**  
 21 **representative of the employer shall inform the employee with an**  
 22 **occupational disease and treating medical personnel that their**  
 23 **written consent is required before the attendance of the employer's**  
 24 **representative. The employee's compensation and benefits may not**  
 25 **be jeopardized in any way due to the employer's failure or refusal**  
 26 **to complete a written waiver allowing the attendance of the**  
 27 **employer's representative. The employer's representative may not**  
 28 **in any way cause the employee to believe that the employee's**  
 29 **compensation and benefits will be terminated if the employee fails**  
 30 **or refuses to complete a written waiver allowing the attendance of**  
 31 **the employer's representative. The written waivers shall be**  
 32 **executed on forms prescribed by the board.**

33 ~~(e)~~ (f) In all cases where an examination of an employee is made by  
 34 a physician or surgeon engaged by the employee, and the employer has  
 35 no physician or surgeon present at such examination, it shall be the  
 36 duty of the physician or surgeon making the examination to deliver to  
 37 the employer or the employer's representative a statement in writing of  
 38 the conditions evidenced by such examination. The statement shall  
 39 disclose all the facts that are reported by such physician or surgeon to  
 40 the employee. The statement shall be furnished to the employer or the  
 41 employer's representative as soon as practicable, but not later than  
 42 thirty (30) days before the time the case is set for hearing. The



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1 statement may be submitted by either party as evidence by that  
 2 physician or surgeon at a hearing before the worker's compensation  
 3 board if the statement meets the requirements of subsection ~~(f)~~ (g). If  
 4 the physician or surgeon fails or refuses to furnish the employer or the  
 5 employer's representative with such statement thirty (30) days before  
 6 the hearing, then the statement may not be submitted as evidence, and  
 7 the physician or surgeon shall not be permitted to testify before the  
 8 worker's compensation board as to any facts learned in such  
 9 examination. All of the requirements of this subsection apply to all  
 10 subsequent examinations made by a physician or surgeon engaged by  
 11 the employee.

12 ~~(f)~~ (g) All statements of physicians or surgeons required by this  
 13 section, whether those engaged by employee or employer, shall contain  
 14 the following information:

15 (1) The history of the injury, or claimed injury, as given by the  
 16 patient.

17 (2) The diagnosis of the physician or surgeon concerning the  
 18 patient's physical or mental condition.

19 (3) The opinion of the physician or surgeon concerning the causal  
 20 relationship, if any, between the injury and the patient's physical  
 21 or mental condition, including the physician's or surgeon's reasons  
 22 for the opinion.

23 (4) The opinion of the physician or surgeon concerning whether  
 24 the injury or claimed injury resulted in a disability or impairment  
 25 and, if so, the opinion of the physician or surgeon concerning the  
 26 extent of the disability or impairment and the reasons for the  
 27 opinion.

28 (5) The original signature of the physician or surgeon.

29 Notwithstanding any hearsay objection, the worker's compensation  
 30 board shall admit into evidence a statement that meets the requirements  
 31 of this subsection unless the statement is ruled inadmissible on other  
 32 grounds.

33 ~~(g)~~ (h) Delivery of any statement required by this section may be  
 34 made to the attorney or agent of the employer or employee and such an  
 35 action shall be construed as delivery to the employer or employee.

36 ~~(h)~~ (i) Any party may object to a statement on the basis that the  
 37 statement does not meet the requirements of subsection ~~(e)~~ (f). The  
 38 objecting party must give written notice to the party providing the  
 39 statement and specify the basis for the objection. Notice of the  
 40 objection must be given no later than twenty (20) days before the  
 41 hearing. Failure to object as provided in this subsection precludes any  
 42 further objection as to the adequacy of the statement under subsection



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1       ⊕ (g).  
2       ⊕ (j) The employer upon proper application, or the worker's  
3       compensation board, shall have the right in any case of death to require  
4       an autopsy at the expense of the party requesting the same. If, after a  
5       hearing, the board orders an autopsy and the autopsy is refused by the  
6       surviving spouse or next of kin, in this event any claim for  
7       compensation on account of the death shall be suspended and abated  
8       during the refusal. The surviving spouse or dependent must be served  
9       with a notice setting forth the consequences of the refusal under this  
10      subsection. The notice must be in a form prescribed by the worker's  
11      compensation board. No autopsy, except one performed by or on the  
12      authority or order of the coroner in discharge of the coroner's duties,  
13      shall be held in any case by any person without notice first being given  
14      to the surviving spouse or next of kin, if they reside in Indiana or their  
15      whereabouts can reasonably be ascertained, of the time and place  
16      thereof, and reasonable time and opportunity shall be given such  
17      surviving spouse or next of kin to have a representative or  
18      representatives present to witness same. However, if such notice is not  
19      given, all evidence obtained by the autopsy shall be suspended on  
20      motion duly made to the board.  
21      SECTION 15. IC 22-3-2-8 IS REPEALED [EFFECTIVE JULY 1,  
22      2000].

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## COMMITTEE REPORT

Mr. Speaker: Your Committee on Labor and Employment, to which was referred House Bill 1050, 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:

Page 2, line 3, after "agency." insert **"If the treatment or travel to or from the place of treatment causes a loss of working time to the employee, the employer shall reimburse the employee for the loss of wages using the basis of the employee's average daily wage."**

Page 8, line 42, before "An" insert **"If a determination of liability is not made within thirty (30) days and the employer is subsequently determined to be liable to pay compensation, the first installment of compensation must include the accrued weekly compensation and interest at the legal rate of interest specified in IC 24-4.6-1-101 computed from the date fourteen (14) days after the disability begins."**

Page 29, delete lines 16 through 42.

Page 34, line 36, before "An" insert **"If a determination of liability is not made within thirty (30) days and the employer is subsequently determined to be liable to pay compensation, the first installment of compensation must include the accrued weekly compensation and interest at the legal rate of interest specified in IC 24-4.6-1-101 computed from the date fourteen (14) days after the disability begins."**

Page 51, line 18, after "employees." insert **"If the treatment or travel to or from the place of treatment causes a loss of working time to the employee, the employer shall reimburse the employee for the loss of wages using the basis of the employee's average daily wage."**

Renumber all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to HB 1050 as introduced.)

LIGGETT, Chair

Committee Vote: yeas 9, nays 5.

HB 1050—LS 6518/DI 94+



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