
SENATE BILL No. 576

DIGEST OF INTRODUCED BILL

Citations Affected: IC 22-3.

Synopsis: Worker's compensation. Requires that all members of the worker's compensation board (board) be attorneys in good standing admitted to the practice of law in Indiana. Renames the position of executive secretary executive administrator. Requires a health care provider to file a claim for payment with the board not later than one year after the last date the provider provided services to an injured or disabled employee. Requires the board to establish a schedule of fees and charges for the resolution of health care provider claims. Allows the second injury fund to be used to pay certain fund liabilities. Authorizes the board to resolve claims using mediation. Requires an employer to provide a copy of an injury report to the board upon request. Requires an injury report within seven days after the first day of a disability arising from a work place injury (rather than the occurrence of the injury). Increase civil penalties for failure to: (1) post certain notices; (2) file certain records; and (3) determine liability for claims in a timely manner. Permits the board to request evidence of worker's compensation and occupational diseases compensation coverage from an employer. Establishes a civil penalty of \$50 per employee per day for an employer's failure to provide proof of coverage. Requires the board to waive a civil penalty assessed whenever an employer provides proof of coverage by the twentieth day after the board provides written notice of the employer's failure to provide evidence of the coverage. Allows the board, after notice and a hearing, to post on the board's web site the name of an employer who fails or refuses to provide proof of coverage or pay a civil penalty assessed for the failure or refusal to provide coverage. Provides that an
(Continued next page)

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Effective: Upon passage; July 1, 2011.

Boots

January 20, 2011, read first time and referred to Committee on Pensions and Labor.



Digest Continued

employer's name may not be removed from the board's web site until the employer provides proof of coverage and pays the civil penalties assessed. Requires that civil penalties be deposited in the worker's compensation supplemental administrative fund, instead of the state general fund. Removes outdated references to infractions and criminal penalties. Makes conforming and technical corrections.

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Introduced

First Regular Session 117th General Assembly (2011)

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 2010 Regular Session of the General Assembly.

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SENATE BILL No. 576

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

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

1 SECTION 1. IC 22-3-1-1, AS AMENDED BY P.L.134-2006,
2 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
3 JULY 1, 2011]: Sec. 1. (a) There is hereby created the worker's
4 compensation board of Indiana, which shall consist of seven (7)
5 members, not more than four (4) of whom shall belong to the same
6 political party, appointed by the governor, one (1) of whom the
7 governor shall designate as chairman. ~~The chairman of said~~ **All**
8 **members of the** board shall be ~~an attorney of recognized~~
9 ~~qualifications:~~ **attorneys in good standing admitted to the practice**
10 **of law in Indiana.**

11 (b) Each member of said board shall hold office for four (4) years
12 and until the member's successor is appointed and qualified.

13 (c) No member of the board shall hold any other position of trust or
14 profit or engage in any occupation or business interfering with or
15 inconsistent with the discharge of the member's duties.



1 (d) Any member of said board may be removed by the governor at
2 any time for incompetency, neglect of duty, misconduct in office, or
3 other good cause to be stated in writing in the order of removal. In case
4 of a vacancy in the membership of the said board, the governor shall
5 appoint for the unexpired term.

6 (e) The budget agency, with the approval of the governor, shall
7 approve the salaries of the members of the board and the secretary.

8 (f) The board may appoint ~~a secretary~~ **an executive administrator**
9 and may remove ~~such secretary~~. **the executive administrator**. The
10 ~~secretary~~ **executive administrator** shall have authority to administer
11 oaths and issue subpoenas in connection with the administration of
12 IC 22-3-2 through IC 22-3-7.

13 (g) The board, subject to the approval of the governor, may employ
14 and fix the compensations of such clerical and other assistants as it may
15 deem necessary.

16 (h) The members of the board and its assistants shall be entitled to
17 receive from the state their actual and necessary expenses while
18 traveling on the business of the board, but such expenses shall be
19 approved by the chairman of the board before payment is made.

20 (i) All salaries and expenses of the board shall be audited and paid
21 out of the state treasury in the manner prescribed for similar expenses
22 in other departments or branches of the state service.

23 SECTION 2. IC 22-3-2-22 IS AMENDED TO READ AS
24 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 22. (a) Each employer
25 subject to IC 22-3-2 through IC 22-3-6 shall post a notice in the
26 employer's place of business to inform the employees that their
27 employment is covered by worker's compensation. The notice must also
28 contain the name, address, and telephone number of the employer's
29 insurance carrier or the person responsible for administering the
30 employer's worker's compensation claims if the employer is self
31 insured.

32 (b) The notice required under this section must be in a form
33 approved by the board and shall be posted at a conspicuous location at
34 the employer's place of business to provide reasonable notice to all
35 employees. If the employer is required by federal law or regulation to
36 post a notice for the employer's employees, the notice required under
37 this section must be posted in the same location or locations where the
38 notice required by federal law or regulation is posted.

39 (c) An employer who fails to comply with this section is subject to
40 a civil penalty of fifty dollars (\$50); ~~to be assessed and collected by the~~
41 ~~board. Civil penalties collected under this section shall be deposited in~~
42 ~~the state general fund.~~ **under IC 22-3-4-15.**

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1 SECTION 3. IC 22-3-3-5 IS AMENDED TO READ AS FOLLOWS
2 [EFFECTIVE JULY 1, 2011]: Sec. 5. (a) The pecuniary liability of the
3 employer for medical, surgical, hospital and nurse service herein
4 required shall be limited to such charges as prevail as provided under
5 IC 22-3-6-1(j), in the same community (as defined in IC 22-3-6-1(h))
6 for a like service or product to injured persons.

7 (b) The employee and the employee's estate do not have liability to
8 a health care provider for payment for services obtained under
9 IC 22-3-3-4.

10 (c) The right to order payment for all services provided under
11 IC 22-3-2 through IC 22-3-6 is solely with the board.

12 (d) All claims by a health care provider for payment for services are
13 against the employer and the employer's insurance carrier, if any, and
14 must be made with the board under IC 22-3-2 through IC 22-3-6. **After
15 June 30, 2011, a health care provider must file a claim for payment
16 with the board not later than one (1) year after the last date the
17 provider provides services to an injured employee. The claim must
18 be accompanied by the applicable filing fee. The board shall
19 establish by rule a schedule of fees and charges for resolving the
20 claims of health care providers.**

21 (e) The worker's compensation board may withhold the approval of
22 the fees of the attending physician in a case until the attending
23 physician files a report with the worker's compensation board on the
24 form prescribed by the board.

25 SECTION 4. IC 22-3-3-7 IS AMENDED TO READ AS FOLLOWS
26 [EFFECTIVE JULY 1, 2011]: Sec. 7. (a) Compensation shall be
27 allowed on account of injuries producing only temporary total disability
28 to work or temporary partial disability to work beginning with the
29 eighth (~~8th~~) day of such disability except for medical benefits provided
30 in section 4 of the chapter. Compensation shall be allowed for the first
31 seven (7) calendar days only if the disability continues for longer than
32 twenty-one (21) days.

33 (b) The first weekly installment of compensation for temporary
34 disability is due fourteen (14) days after the disability begins. Not later
35 than fifteen (15) days from the date that the first installment of
36 compensation is due, the employer or the employer's insurance carrier
37 shall tender to the employee or to the employee's dependents, with all
38 compensation due, a properly prepared compensation agreement in a
39 form prescribed by the board. Whenever an employer or the employer's
40 insurance carrier denies or is not able to determine liability to pay
41 compensation or benefits, the employer or the employer's insurance
42 carrier shall notify the worker's compensation board and the employee

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

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

19 An employer who fails to comply with this section is subject to a civil
 20 penalty of fifty dollars (\$50), to be assessed and collected by the board
 21 upon notice and hearing. Civil penalties collected under this section
 22 shall be deposited in the state general fund. **under IC 22-3-4-15.**

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

- 25 (1) the employee has returned to any employment;
- 26 (2) the employee has died;
- 27 (3) the employee has refused to undergo a medical examination
- 28 under section 6 of this chapter or has refused to accept suitable
- 29 employment under section 11 of this chapter;
- 30 (4) the employee has received five hundred (500) weeks of
- 31 temporary total disability benefits or has been paid the maximum
- 32 compensation allowed under section 22 of this chapter; or
- 33 (5) the employee is unable or unavailable to work for reasons
- 34 unrelated to the compensable injury.

35 In all other cases the employer must notify the employee in writing of
 36 the employer's intent to terminate the payment of temporary total
 37 disability benefits and of the availability of employment, if any, on a
 38 form approved by the board. If the employee disagrees with the
 39 proposed termination, the employee must give written notice of
 40 disagreement to the board and the employer within seven (7) days after
 41 receipt of the notice of intent to terminate benefits. If the board and
 42 employer do not receive a notice of disagreement under this section,

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1 the employee's temporary total disability benefits shall be terminated.
 2 Upon receipt of the notice of disagreement, the board shall immediately
 3 contact the parties, which may be by telephone or other means, and
 4 attempt to resolve the disagreement. If the board is unable to resolve
 5 the disagreement within ten (10) days of receipt of the notice of
 6 disagreement, the board shall immediately arrange for an evaluation of
 7 the employee by an independent medical examiner. The independent
 8 medical examiner shall be selected by mutual agreement of the parties
 9 or, if the parties are unable to agree, appointed by the board under
 10 IC 22-3-4-11. If the independent medical examiner determines that the
 11 employee is no longer temporarily disabled or is still temporarily
 12 disabled but can return to employment that the employer has made
 13 available to the employee, or if the employee fails or refuses to appear
 14 for examination by the independent medical examiner, temporary total
 15 disability benefits may be terminated. If either party disagrees with the
 16 opinion of the independent medical examiner, the party shall apply to
 17 the board for a hearing under IC 22-3-4-5.

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

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

31 SECTION 5. IC 22-3-3-13, AS AMENDED BY P.L.67-2010,
 32 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 33 UPON PASSAGE]: Sec. 13. (a) As used in this section, "board" refers
 34 to the worker's compensation board created under IC 22-3-1-1.

35 (b) If an employee who from any cause, had lost, or lost the use of,
 36 one (1) hand, one (1) arm, one (1) foot, one (1) leg, or one (1) eye, and
 37 in a subsequent industrial accident becomes permanently and totally
 38 disabled by reason of the loss, or loss of use of, another such member
 39 or eye, the employer shall be liable only for the compensation payable
 40 for such second injury. However, in addition to such compensation and
 41 after the completion of the payment therefor, the employee shall be
 42 paid the remainder of the compensation that would be due for such

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1 total permanent disability out of a special fund known as the second
2 injury fund, and created in the manner described in subsection (c).

3 (c) Whenever the board determines under the procedures set forth
4 in subsection (d) that an assessment is necessary to ensure that fund
5 beneficiaries, including applicants under section 4(f) of this chapter,
6 continue to receive compensation in a timely manner for a reasonable
7 prospective period, the board shall send notice not later than November
8 1 in any year to:

9 (1) all insurance carriers and other entities insuring or providing
10 coverage to employers who are or may be liable under this article
11 to pay compensation for personal injuries to or the death of their
12 employees under this article; and

13 (2) each employer carrying the employer's own risk;

14 stating that an assessment is necessary. Not later than January 31 of the
15 following year, each entity identified in subdivisions (1) and (2) shall
16 send to the board a statement of total paid losses and premiums (as
17 defined in subsection (d)(4)) paid by employers during the previous
18 calendar year. The board may conduct an assessment under this
19 subsection not more than one (1) time annually. The total amount of the
20 assessment may not exceed two and one-half percent (2.5%) of the total
21 amount of all worker's compensation paid to injured employees or their
22 beneficiaries under IC 22-3-2 through IC 22-3-6 for the calendar year
23 next preceding the due date of such payment. The board shall assess a
24 penalty in the amount of ten percent (10%) of the amount owed if
25 payment is not made under this section within thirty (30) days from the
26 date set by the board. If the amount to the credit of the second injury
27 fund on or before November 1 of any year exceeds one hundred
28 thirty-five percent (135%) of the previous year's disbursements, the
29 assessment allowed under this subsection shall not be assessed or
30 collected during the ensuing year. But when on or before November 1
31 of any year the amount to the credit of the fund is less than one hundred
32 thirty-five percent (135%) of the previous year's disbursements, the
33 payments of not more than two and one-half percent (2.5%) of the total
34 amount of all worker's compensation paid to injured employees or their
35 beneficiaries under IC 22-3-2 through IC 22-3-6 for the calendar year
36 next preceding that date shall be resumed and paid into the fund. The
37 board may not use an assessment rate greater than twenty-five
38 hundredths of one percent (0.25%) above the amount recommended by
39 the study performed before the assessment.

40 (d) The board shall assess all employers for the liabilities, including
41 administrative expenses, of the second injury fund. The assessment
42 also must provide for the repayment of all loans made to the second

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1 injury fund for the purpose of paying valid claims. The following
 2 applies to assessments under this subsection:

3 (1) The portion of the total amount that must be collected from
 4 self-insured employers equals:

5 (A) the total amount of the assessment as determined by the
 6 board; multiplied by

7 (B) the quotient of:

8 (i) the total paid losses on behalf of all self-insured
 9 employers during the preceding calendar year; divided by

10 (ii) the total paid losses on behalf of all self-insured
 11 employers and insured employers during the preceding
 12 calendar year.

13 (2) The portion of the total amount that must be collected from
 14 insured employers equals:

15 (A) the total amount of the assessment as determined by the
 16 board; multiplied by

17 (B) the quotient of:

18 (i) the total paid losses on behalf of all insured employers
 19 during the preceding calendar year; divided by

20 (ii) the total paid losses on behalf of all self-insured
 21 employers and insured employers during the preceding
 22 calendar year.

23 (3) The total amount of insured employer assessments under
 24 subdivision (2) must be ~~be~~ collected by the insured employers'
 25 worker's compensation insurers. The amount of employer
 26 assessments each insurer shall collect equals:

27 (A) the total amount of assessments allocated to insured
 28 employers under subdivision (2); multiplied by

29 (B) the quotient of:

30 (i) the worker's compensation premiums paid by employers
 31 to the carrier during the preceding calendar year; divided by

32 (ii) the worker's compensation premiums paid by employers
 33 to all carriers during the preceding calendar year.

34 (4) For purposes of the computation made under subdivision (3),
 35 "premium" means the direct written premium.

36 (5) The amount of the assessment for each self-insured employer
 37 equals:

38 (A) the total amount of assessments allocated to self-insured
 39 employers under subdivision (1); multiplied by

40 (B) the quotient of:

41 (i) the paid losses attributable to the self-insured employer
 42 during the preceding calendar year; divided by

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1 (ii) paid losses attributable to all self-insured employers
2 during the preceding calendar year.

3 An employer that has ceased to be a self-insurer continues to be liable
4 for prorated assessments based on paid losses made by the employer in
5 the preceding calendar year during the period that the employer was
6 self-insured.

7 (e) The board may employ a qualified employee or enter into a
8 contract with an actuary or another qualified firm that has experience
9 in calculating worker's compensation liabilities. Not later than
10 December 1 of each year, the actuary or other qualified firm shall
11 calculate the recommended funding level of the fund and inform the
12 board of the results of the calculation. If the amount to the credit of the
13 fund is less than the amount required under subsection (c), the board
14 may conduct an assessment under subsection (c). The board shall pay
15 the costs of the contract under this subsection with money in the fund.

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

31 (g) The sums shall be paid by the board to the treasurer of state, to
32 be deposited in a special account known as the second injury fund. The
33 funds are not a part of the general fund of the state. Any balance
34 remaining in the account at the end of any fiscal year shall not revert
35 to the general fund. The funds shall be used only for the payment of
36 **fund liabilities described in subsection (d) and** awards of
37 compensation ordered by the board and chargeable against the fund
38 pursuant to this section, and shall be paid for that purpose by the
39 treasurer of state upon award or order of the board.

40 (h) If an employee who is entitled to compensation under IC 22-3-2
41 through IC 22-3-6 either:

42 (1) exhausts the maximum benefits under section 22 of this

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1 chapter without having received the full amount of award granted
2 to the employee under section 10 of this chapter; or

3 (2) exhausts the employee's benefits under section 10 of this
4 chapter;

5 then such employee may apply to the board, who may award the
6 employee compensation from the second injury fund established by this
7 section, as follows under subsection (i).

8 (i) An employee who has exhausted the employee's maximum
9 benefits under section 10 of this chapter may be awarded additional
10 compensation equal to sixty-six and two-thirds percent (66 2/3%) of the
11 employee's average weekly wage at the time of the employee's injury,
12 not to exceed the maximum then applicable under section 22 of this
13 chapter, for a period of not to exceed one hundred fifty (150) weeks
14 upon competent evidence sufficient to establish:

15 (1) that the employee is totally and permanently disabled from
16 causes and conditions of which there are or have been objective
17 conditions and symptoms proven that are not within the physical
18 or mental control of the employee; and

19 (2) that the employee is unable to support the employee in any
20 gainful employment, not associated with rehabilitative or
21 vocational therapy.

22 (j) The additional award may be renewed during the employee's total
23 and permanent disability after appropriate hearings by the board for
24 successive periods not to exceed one hundred fifty (150) weeks each.
25 The provisions of this section apply only to injuries occurring
26 subsequent to April 1, 1950, for which awards have been or are in the
27 future made by the board under section 10 of this chapter. Section 16
28 of this chapter does not apply to compensation awarded from the
29 second injury fund under this section.

30 (k) All insurance carriers subject to an assessment under this section
31 are required to provide to the board:

32 (1) not later than January 31 each calendar year; and

33 (2) not later than thirty (30) days after a change occurs;

34 the name, address, and electronic mail address of a representative
35 authorized to receive the notice of an assessment.

36 SECTION 6. IC 22-3-4-4.5 IS ADDED TO THE INDIANA CODE
37 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
38 1, 2011]: **Sec. 4.5. (a) In addition to any other method available to
39 the board to resolve a claim for compensation under IC 22-3-2
40 through IC 22-3-7, the board may, with the consent of all parties,
41 mediate the claim using a mediator certified by the Indiana
42 Continuing Legal Education Forum. The board may not order the**

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mediation of a claim without the consent of all parties.

(b) The board shall establish by rule a schedule of fees and charges for a mediation conducted to resolve a claim for compensation under IC 22-3-2 through IC 22-3-7.

SECTION 7. IC 22-3-4-13, AS AMENDED BY P.L.1-2010, SECTION 85, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 13. (a) Every employer shall keep a record of all injuries, fatal or otherwise, received by or claimed to have been received by the employer's employees in the course of their employment **and shall provide a copy of the record to the board upon request.** Within seven (7) days after the ~~occurrence~~ **first day of a disability that arises from a workplace injury and the employer's knowledge thereof, of the disability,** as provided in IC 22-3-3-1, ~~of any injury to an employee causing and that causes an employee's death or absence from work for more than one (1) day, a report thereof shall be made in writing and mailed to the employer's insurance carrier or, if the employer is self insured, delivered to the worker's compensation board in the manner provided in subsections (b) and (c). The insurance carrier shall deliver the report to the worker's compensation board in the manner provided in subsections (b) and (c) not later than seven (7) days after receipt of the report or fourteen (14) days after the employer's knowledge of the injury, whichever is later. An employer or insurance carrier that fails to comply with this subsection is subject to a civil penalty of fifty dollars (\$50); to be assessed and collected by the board. Civil penalties collected under this section shall be deposited in the state general fund.~~ **under section 15 of this chapter.**

(b) All insurance carriers, companies who carry risk without insurance, and third party administrators reporting accident information to the board in compliance with subsection (a) shall

- (1) report the information using electronic data interchange standards prescribed by the board. ~~no later than June 30, 1999; or~~
- (2) ~~in the alternative, the reporting entity shall have an implementation plan approved by the board no later than June 30, 2000; that provides for the ability to report the information using electronic data interchange standards prescribed by the board no later than December 31, 2000.~~

~~Prior to the June 30, 2000, and December 31, 2000, deadlines, the reporting entity may continue to report accidents to the board by mail in compliance with subsection (a).~~

(c) The report shall contain the name, nature, and location of the business of the employer, the name, age, sex, wages, occupation of the injured employee, the date and hour of the accident causing the alleged

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1 injury, the nature and cause of the injury, and such other information
2 as may be required by the board.

3 (d) A person who violates any provision of this article, except
4 IC 22-3-5-1, IC 22-3-7-34(b), or IC 22-3-7-34(c), commits a Class C
5 infraction. A person who violates IC 22-3-5-1, IC 22-3-7-34(b), or
6 IC 22-3-7-34(c) commits a Class A infraction. The worker's
7 compensation board in the name of the state may seek relief from any
8 court of competent jurisdiction to enjoin any violation of this article.

9 (e) The venue of all actions under this section lies in the county in
10 which the employee was injured. The prosecuting attorney of the
11 county shall prosecute all such violations upon written request of the
12 worker's compensation board. Such violations shall be prosecuted in
13 the name of the state.

14 (f) (d) In an action before the board against an employer who at the
15 time of the injury to or occupational disease of an employee had failed
16 to comply with IC 22-3-5-1, IC 22-3-7-34(b), or IC 22-3-7-34(c), the
17 board may award to the employee or the dependents of a deceased
18 employee:

- 19 (1) compensation not to exceed double the compensation
- 20 provided by this article;
- 21 (2) medical expenses; and
- 22 (3) reasonable attorney fees in addition to the compensation and
- 23 medical expenses.

24 (g) (e) In an action under subsection (d), the ~~court~~ **board** may:

- 25 (1) ~~order require~~ the employer to ~~cease doing business in Indiana~~
26 ~~until the employer furnishes~~ **obtain coverage and furnish** proof
27 of insurance as required by IC 22-3-5-1 and IC 22-3-7-34(b) or
28 IC 22-3-7-34(c) **every six (6) months for a period not to exceed**
29 **three (3) years;**
- 30 (2) require satisfactory proof of the employer's financial ability to
31 pay any compensation or medical expenses in the amount and
32 manner, and when due, as provided for in IC 22-3, for ~~any~~ **all**
33 injuries which occurred during any period of noncompliance; and
- 34 (3) require the employer to deposit with the worker's
35 compensation board an acceptable security, indemnity, or bond to
36 secure the payment of such compensation and medical expense
37 liabilities.

38 (h) The penalty provisions of subsection (d) shall apply only to the
39 employer and shall not apply for a failure to exact a certificate of
40 insurance under IC 22-3-2-14 or IC 22-3-7-34(i) or IC 22-3-7-34(j).

41 (f) **If an employer is unable or unwilling to comply with the**
42 **requirements of subsection (e), the full board may, after notice and**

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1 hearing, order the employer to temporarily cease doing business in
2 Indiana until the employer:

- 3 (1) furnishes proof of insurance as required by IC 22-3-5-1
- 4 and IC 22-3-7-34(b) or IC 22-3-7-34(c); and
- 5 (2) provides any other assurances required by the board to
- 6 establish that the employer has the ability to meet all worker's
- 7 compensation liabilities incurred during the employer's
- 8 period of noncompliance.

9 (g) An appeal of the full board's decision under subsection (f) to
10 enjoin the employer from doing business in Indiana automatically
11 stays the full board's order.

12 SECTION 8. IC 22-3-4-15 IS ADDED TO THE INDIANA CODE
13 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
14 1, 2011]: **Sec. 15. (a) In addition to any other remedy available to
15 the board under this article or at law, the board may, after notice
16 and a hearing, assess a civil penalty under this section for any of
17 the following:**

- 18 (1) Failure to post a notice required by IC 22-3-2-22.
- 19 (2) Failure to determine employer liability for a claim as
20 required by IC 22-3-3-7 or IC 22-3-7-16.
- 21 (3) Failure to file an injury record with the board as required
22 by section 13 of this chapter or to file a report of a
23 disablement by occupational disease as required by
24 IC 22-3-7-37.

25 (b) For the first violation of an offense listed in subsection (a),
26 the board may assess a civil penalty not to exceed fifty dollars
27 (\$50).

28 (c) For the second unrelated violation of the same offense listed
29 in subsection (a), the board may assess a civil penalty not to exceed
30 one hundred fifty dollars (\$150).

31 (d) For the third or subsequent unrelated violation of the same
32 offense listed in subsection (a), the board may assess a civil penalty
33 not to exceed three hundred dollars (\$300).

34 (e) Civil penalties collected under this section shall be deposited
35 in the worker's compensation supplemental administrative fund
36 established by IC 22-3-5-6.

37 SECTION 9. IC 22-3-5-2.5 IS ADDED TO THE INDIANA CODE
38 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
39 1, 2011]: **Sec. 2.5. (a) The worker's compensation board is entitled
40 to request that an employer provide the board with current proof
41 of compliance with section 2 of this chapter.**

42 (b) If an employer fails or refuses to provide current proof of

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1 compliance by the tenth day after the employer receives the
 2 board's request under subsection (a), the board:

3 (1) shall send the employer a written notice that the employer
 4 is in violation of section 2 of this chapter; and

5 (2) may assess a civil penalty against the employer of fifty
 6 dollars (\$50) per employee per day.

7 (c) An employer may challenge the board's assessment of a civil
 8 penalty under subsection (b)(2) by requesting a hearing in
 9 accordance with procedures established by the board.

10 (d) The board shall waive a civil penalty assessed under
 11 subsection (b)(2) if the employer provides the board current proof
 12 of compliance by the twentieth day after the date the employer
 13 receives the board's notice under subsection (b)(1).

14 (e) If an employer fails or refuses to:

15 (1) provide current proof of compliance by the twentieth day
 16 after the date the employer receives the board's notice under
 17 subsection (b)(1); or

18 (2) pay a civil penalty assessed under subsection (b)(2);
 19 the board may, after notice to the employer and a hearing, order
 20 that the noncompliant employer's name be listed on the board's
 21 Internet web site.

22 (f) A noncompliant employer's name may be removed from the
 23 board's Internet web site only after the employer does the
 24 following:

25 (1) Provides current proof of compliance with section 2 of this
 26 chapter.

27 (2) Pays all civil penalties assessed under subsection (b)(2).

28 (g) The civil penalties provided for in this section are
 29 cumulative.

30 (h) Civil penalties collected under this section shall be deposited
 31 in the worker's compensation supplemental administrative fund
 32 established by section 6 of this chapter.

33 SECTION 10. IC 22-3-5-6 IS AMENDED TO READ AS
 34 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 6. (a) The worker's
 35 compensation supplemental administrative fund is established for the
 36 purpose of carrying out the administrative purposes and functions of
 37 the worker's compensation board.

38 (b) The fund consists of:

39 (1) fees collected from employers under sections 1 through 2 of
 40 this chapter; ~~and from~~

41 (2) fees collected under IC 22-3-2-14.5, IC 22-3-3-5(d),
 42 IC 22-3-7-17(g), and IC 22-3-7-34.5; ~~and~~

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1 **(3) civil penalties assessed under IC 22-3-4-15, section 2.5 of**
2 **this chapter, and IC 22-3-7-34.3.**

3 (c) The fund shall be administered by the worker's compensation
4 board. Money in the fund is annually appropriated to the worker's
5 compensation board and shall be used for all expenses incurred by the
6 worker's compensation board.

7 ~~(b)~~ (d) The money in the fund is not to be used to replace funds
8 otherwise appropriated to the board. Money in the fund at the end of
9 the state fiscal year does not revert to the state general fund.

10 SECTION 11. IC 22-3-6-1, AS AMENDED BY P.L.180-2009,
11 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
12 JULY 1, 2011]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
13 context otherwise requires:

14 (a) "Employer" includes the state and any political subdivision, any
15 municipal corporation within the state, any individual or the legal
16 representative of a deceased individual, firm, association, limited
17 liability company, or corporation or the receiver or trustee of the same,
18 using the services of another for pay. A parent corporation and its
19 subsidiaries shall each be considered joint employers of the
20 corporation's, the parent's, or the subsidiaries' employees for purposes
21 of IC 22-3-2-6 and IC 22-3-3-31. Both a lessor and a lessee of
22 employees shall each be considered joint employers of the employees
23 provided by the lessor to the lessee for purposes of IC 22-3-2-6 and
24 IC 22-3-3-31. If the employer is insured, the term includes the
25 employer's insurer so far as applicable. However, the inclusion of an
26 employer's insurer within this definition does not allow an employer's
27 insurer to avoid payment for services rendered to an employee with the
28 approval of the employer. The term also includes an employer that
29 provides on-the-job training under the federal School to Work
30 Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth in
31 IC 22-3-2-2.5. The term does not include a nonprofit corporation that
32 is recognized as tax exempt under Section 501(c)(3) of the Internal
33 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the
34 corporation enters into an independent contractor agreement with a
35 person for the performance of youth coaching services on a part-time
36 basis.

37 (b) "Employee" means every person, including a minor, in the
38 service of another, under any contract of hire or apprenticeship, written
39 or implied, except one whose employment is both casual and not in the
40 usual course of the trade, business, occupation, or profession of the
41 employer.

42 (1) An executive officer elected or appointed and empowered in

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1 accordance with the charter and bylaws of a corporation, other
 2 than a municipal corporation or governmental subdivision or a
 3 charitable, religious, educational, or other nonprofit corporation,
 4 is an employee of the corporation under IC 22-3-2 through
 5 IC 22-3-6. An officer of a corporation who is the sole officer of
 6 the corporation is an employee of the corporation under IC 22-3-2
 7 through IC 22-3-6, but may elect not to be an employee of the
 8 corporation under IC 22-3-2 through IC 22-3-6. If an officer
 9 makes this election, the officer must serve written notice of the
 10 election on the corporation's insurance carrier and the board. An
 11 officer of a corporation who is the sole officer of the corporation
 12 may not be considered to be excluded as an employee under
 13 IC 22-3-2 through IC 22-3-6 until the notice is received by the
 14 insurance carrier and the board.

15 (2) An executive officer of a municipal corporation or other
 16 governmental subdivision or of a charitable, religious,
 17 educational, or other nonprofit corporation may, notwithstanding
 18 any other provision of IC 22-3-2 through IC 22-3-6, be brought
 19 within the coverage of its insurance contract by the corporation by
 20 specifically including the executive officer in the contract of
 21 insurance. The election to bring the executive officer within the
 22 coverage shall continue for the period the contract of insurance is
 23 in effect, and during this period, the executive officers thus
 24 brought within the coverage of the insurance contract are
 25 employees of the corporation under IC 22-3-2 through IC 22-3-6.

26 (3) Any reference to an employee who has been injured, when the
 27 employee is dead, also includes the employee's legal
 28 representatives, dependents, and other persons to whom
 29 compensation may be payable.

30 (4) An owner of a sole proprietorship may elect to include the
 31 owner as an employee under IC 22-3-2 through IC 22-3-6 if the
 32 owner is actually engaged in the proprietorship business. If the
 33 owner makes this election, the owner must serve upon the owner's
 34 insurance carrier and upon the board written notice of the
 35 election. No owner of a sole proprietorship may be considered an
 36 employee under IC 22-3-2 through IC 22-3-6 until the notice has
 37 been received. If the owner of a sole proprietorship is an
 38 independent contractor in the construction trades and does not
 39 make the election provided under this subdivision, the owner
 40 must obtain an affidavit of exemption under IC 22-3-2-14.5.

41 (5) A partner in a partnership may elect to include the partner as
 42 an employee under IC 22-3-2 through IC 22-3-6 if the partner is

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1 actually engaged in the partnership business. If a partner makes
 2 this election, the partner must serve upon the partner's insurance
 3 carrier and upon the board written notice of the election. No
 4 partner may be considered an employee under IC 22-3-2 through
 5 IC 22-3-6 until the notice has been received. If a partner in a
 6 partnership is an independent contractor in the construction trades
 7 and does not make the election provided under this subdivision,
 8 the partner must obtain an affidavit of exemption under
 9 IC 22-3-2-14.5.

10 (6) Real estate professionals are not employees under IC 22-3-2
 11 through IC 22-3-6 if:

- 12 (A) they are licensed real estate agents;
- 13 (B) substantially all their remuneration is directly related to
- 14 sales volume and not the number of hours worked; and
- 15 (C) they have written agreements with real estate brokers
- 16 stating that they are not to be treated as employees for tax
- 17 purposes.

18 (7) A person is an "independent contractor in the construction
 19 trades", and not an employee under IC 22-3-2 through IC 22-3-6,
 20 if the person is an independent contractor under the guidelines of
 21 the United States Internal Revenue Service.

22 (8) An owner-operator that provides a motor vehicle and the
 23 services of a driver under a written contract that is subject to
 24 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376 to a motor carrier
 25 is not an employee of the motor carrier for purposes of IC 22-3-2
 26 through IC 22-3-6. The owner-operator may elect to be covered
 27 and have the owner-operator's drivers covered under a worker's
 28 compensation insurance policy or authorized self-insurance that
 29 insures the motor carrier if the owner-operator pays the premiums
 30 as requested by the motor carrier. An election by an
 31 owner-operator under this subdivision does not terminate the
 32 independent contractor status of the owner-operator for any
 33 purpose other than the purpose of this subdivision.

34 (9) A member or manager in a limited liability company may elect
 35 to include the member or manager as an employee under
 36 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
 37 engaged in the limited liability company business. If a member or
 38 manager makes this election, the member or manager must serve
 39 upon the member's or manager's insurance carrier and upon the
 40 board written notice of the election. A member or manager may
 41 not be considered an employee under IC 22-3-2 through IC 22-3-6
 42 until the notice has been received.

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1 (10) An unpaid participant under the federal School to Work
 2 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
 3 extent set forth in IC 22-3-2-2.5.
 4 (11) A person who enters into an independent contractor
 5 agreement with a nonprofit corporation that is recognized as tax
 6 exempt under Section 501(c)(3) of the Internal Revenue Code (as
 7 defined in IC 6-3-1-11(a)) to perform youth coaching services on
 8 a part-time basis is not an employee for purposes of IC 22-3-2
 9 through IC 22-3-6.
 10 (c) "Minor" means an individual who has not reached seventeen
 11 (17) years of age.
 12 (1) Unless otherwise provided in this subsection, a minor
 13 employee shall be considered as being of full age for all purposes
 14 of IC 22-3-2 through IC 22-3-6.
 15 (2) If the employee is a minor who, at the time of the accident, is
 16 employed, required, suffered, or permitted to work in violation of
 17 IC 20-33-3-35, the amount of compensation and death benefits,
 18 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
 19 amount which would otherwise be recoverable. The insurance
 20 carrier shall be liable on its policy for one-half (1/2) of the
 21 compensation or benefits that may be payable on account of the
 22 injury or death of the minor, and the employer shall be liable for
 23 the other one-half (1/2) of the compensation or benefits. If the
 24 employee is a minor who is not less than sixteen (16) years of age
 25 and who has not reached seventeen (17) years of age and who at
 26 the time of the accident is employed, suffered, or permitted to
 27 work at any occupation which is not prohibited by law, this
 28 subdivision does not apply.
 29 (3) A minor employee who, at the time of the accident, is a
 30 student performing services for an employer as part of an
 31 approved program under IC 20-37-2-7 shall be considered a
 32 full-time employee for the purpose of computing compensation
 33 for permanent impairment under IC 22-3-3-10. The average
 34 weekly wages for such a student shall be calculated as provided
 35 in subsection (d)(4).
 36 (4) The rights and remedies granted in this subsection to a minor
 37 under IC 22-3-2 through IC 22-3-6 on account of personal injury
 38 or death by accident shall exclude all rights and remedies of the
 39 minor, the minor's parents, or the minor's personal
 40 representatives, dependents, or next of kin at common law,
 41 statutory or otherwise, on account of the injury or death. This
 42 subsection does not apply to minors who have reached seventeen

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(17) years of age.

(d) "Average weekly wages" means the earnings of the injured employee in the employment in which the employee was working at the time of the injury during the period of fifty-two (52) weeks immediately preceding the date of injury, divided by fifty-two (52), except as follows:

(1) If the injured employee lost seven (7) or more calendar days during this period, although not in the same week, then the earnings for the remainder of the fifty-two (52) weeks shall be divided by the number of weeks and parts thereof remaining after the time lost has been deducted.

(2) Where the employment prior to the injury extended over a period of less than fifty-two (52) weeks, the method of dividing the earnings during that period by the number of weeks and parts thereof during which the employee earned wages shall be followed, if results just and fair to both parties will be obtained. Where by reason of the shortness of the time during which the employee has been in the employment of the employee's employer or of the casual nature or terms of the employment it is impracticable to compute the average weekly wages, as defined in this subsection, regard shall be had to the average weekly amount which during the fifty-two (52) weeks previous to the injury was being earned by a person in the same grade employed at the same work by the same employer or, if there is no person so employed, by a person in the same grade employed in the same class of employment in the same district.

(3) Wherever allowances of any character made to an employee in lieu of wages are a specified part of the wage contract, they shall be deemed a part of the employee's earnings.

(4) In computing the average weekly wages to be used in calculating an award for permanent impairment under IC 22-3-3-10 for a student employee in an approved training program under IC 20-37-2-7, the following formula shall be used. Calculate the product of:

(A) the student employee's hourly wage rate; multiplied by
(B) forty (40) hours.

The result obtained is the amount of the average weekly wages for the student employee.

(e) "Injury" and "personal injury" mean only injury by accident arising out of and in the course of the employment and do not include a disease in any form except as it results from the injury.

(f) "Billing review service" refers to a person or an entity that

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1 reviews a medical service provider's bills or statements for the purpose
 2 of determining pecuniary liability. The term includes an employer's
 3 worker's compensation insurance carrier if the insurance carrier
 4 performs such a review.

5 (g) "Billing review standard" means the data used by a billing
 6 review service to determine pecuniary liability.

7 (h) "Community" means a geographic service area based on ZIP
 8 code districts defined by the United States Postal Service according to
 9 the following groupings:

10 (1) The geographic service area served by ZIP codes with the first
 11 three (3) digits 463 and 464.

12 (2) The geographic service area served by ZIP codes with the first
 13 three (3) digits 465 and 466.

14 (3) The geographic service area served by ZIP codes with the first
 15 three (3) digits 467 and 468.

16 (4) The geographic service area served by ZIP codes with the first
 17 three (3) digits 469 and 479.

18 (5) The geographic service area served by ZIP codes with the first
 19 three (3) digits 460, 461 (except 46107), and 473.

20 (6) The geographic service area served by the 46107 ZIP code and
 21 ZIP codes with the first three (3) digits 462.

22 (7) The geographic service area served by ZIP codes with the first
 23 three (3) digits 470, 471, 472, 474, and 478.

24 (8) The geographic service area served by ZIP codes with the first
 25 three (3) digits 475, 476, and 477.

26 (i) "Medical service provider" refers to a person or an entity that
 27 provides medical services, treatment, or supplies to an employee under
 28 IC 22-3-2 through IC 22-3-6.

29 (j) "Pecuniary liability" means the responsibility of an employer or
 30 the employer's insurance carrier for the payment of the charges for each
 31 specific service or product for human medical treatment provided
 32 under IC 22-3-2 through IC 22-3-6 in a defined community, equal to or
 33 less than the charges made by medical service providers at the eightieth
 34 percentile in the same community for like services or products.

35 SECTION 12. IC 22-3-7-5 IS AMENDED TO READ AS
 36 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 5. On and after April
 37 1, 1963, the provisions of this chapter shall apply to the state, to all
 38 political divisions thereof, to all municipal corporations within the
 39 state, to persons, partnerships, limited liability companies, and
 40 corporations engaged in mining coal, and to employees thereof, without
 41 any right of exemption from the compensation provisions of this
 42 chapter, except as provided in section ~~34(i)~~ **34(o)** of this chapter.

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1 SECTION 13. IC 22-3-7-9, AS AMENDED BY P.L.180-2009,
 2 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 3 JULY 1, 2011]: Sec. 9. (a) As used in this chapter, "employer" includes
 4 the state and any political subdivision, any municipal corporation
 5 within the state, any individual or the legal representative of a deceased
 6 individual, firm, association, limited liability company, or corporation
 7 or the receiver or trustee of the same, using the services of another for
 8 pay. A parent corporation and its subsidiaries shall each be considered
 9 joint employers of the corporation's, the parent's, or the subsidiaries'
 10 employees for purposes of sections 6 and 33 of this chapter. Both a
 11 lessor and a lessee of employees shall each be considered joint
 12 employers of the employees provided by the lessor to the lessee for
 13 purposes of sections 6 and 33 of this chapter. The term also includes an
 14 employer that provides on-the-job training under the federal School to
 15 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth
 16 under section 2.5 of this chapter. If the employer is insured, the term
 17 includes the employer's insurer so far as applicable. However, the
 18 inclusion of an employer's insurer within this definition does not allow
 19 an employer's insurer to avoid payment for services rendered to an
 20 employee with the approval of the employer. The term does not include
 21 a nonprofit corporation that is recognized as tax exempt under Section
 22 501(c)(3) of the Internal Revenue Code (as defined in IC 6-3-1-11(a))
 23 to the extent the corporation enters into an independent contractor
 24 agreement with a person for the performance of youth coaching
 25 services on a part-time basis.

26 (b) As used in this chapter, "employee" means every person,
 27 including a minor, in the service of another, under any contract of hire
 28 or apprenticeship written or implied, except one whose employment is
 29 both casual and not in the usual course of the trade, business,
 30 occupation, or profession of the employer. For purposes of this chapter
 31 the following apply:

32 (1) Any reference to an employee who has suffered disablement,
 33 when the employee is dead, also includes the employee's legal
 34 representative, dependents, and other persons to whom
 35 compensation may be payable.

36 (2) An owner of a sole proprietorship may elect to include the
 37 owner as an employee under this chapter if the owner is actually
 38 engaged in the proprietorship business. If the owner makes this
 39 election, the owner must serve upon the owner's insurance carrier
 40 and upon the board written notice of the election. No owner of a
 41 sole proprietorship may be considered an employee under this
 42 chapter unless the notice has been received. If the owner of a sole

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1 proprietorship is an independent contractor in the construction
 2 trades and does not make the election provided under this
 3 subdivision, the owner must obtain an affidavit of exemption
 4 under section 34.5 of this chapter.

5 (3) A partner in a partnership may elect to include the partner as
 6 an employee under this chapter if the partner is actually engaged
 7 in the partnership business. If a partner makes this election, the
 8 partner must serve upon the partner's insurance carrier and upon
 9 the board written notice of the election. No partner may be
 10 considered an employee under this chapter until the notice has
 11 been received. If a partner in a partnership is an independent
 12 contractor in the construction trades and does not make the
 13 election provided under this subdivision, the partner must obtain
 14 an affidavit of exemption under section 34.5 of this chapter.

15 (4) Real estate professionals are not employees under this chapter
 16 if:

17 (A) they are licensed real estate agents;

18 (B) substantially all their remuneration is directly related to
 19 sales volume and not the number of hours worked; and

20 (C) they have written agreements with real estate brokers
 21 stating that they are not to be treated as employees for tax
 22 purposes.

23 (5) A person is an "independent contractor in the construction
 24 trades", and not an employee under this chapter, if the person is
 25 an independent contractor under the guidelines of the United
 26 States Internal Revenue Service.

27 (6) An owner-operator that provides a motor vehicle and the
 28 services of a driver under a written contract that is subject to
 29 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor
 30 carrier is not an employee of the motor carrier for purposes of this
 31 chapter. The owner-operator may elect to be covered and have the
 32 owner-operator's drivers covered under a worker's compensation
 33 insurance policy or authorized self-insurance that insures the
 34 motor carrier if the owner-operator pays the premiums as
 35 requested by the motor carrier. An election by an owner-operator
 36 under this subdivision does not terminate the independent
 37 contractor status of the owner-operator for any purpose other than
 38 the purpose of this subdivision.

39 (7) An unpaid participant under the federal School to Work
 40 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
 41 extent set forth under section 2.5 of this chapter.

42 (8) A person who enters into an independent contractor agreement

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1 with a nonprofit corporation that is recognized as tax exempt
 2 under Section 501(c)(3) of the Internal Revenue Code (as defined
 3 in IC 6-3-1-11(a)) to perform youth coaching services on a
 4 part-time basis is not an employee for purposes of this chapter.
 5 (9) An officer of a corporation who is the sole officer of the
 6 corporation is an employee of the corporation under this chapter.
 7 An officer of a corporation who is the sole officer of the
 8 corporation may elect not to be an employee of the corporation
 9 under this chapter. If an officer makes this election, the officer
 10 must serve written notice of the election on the corporation's
 11 insurance carrier and the board. An officer of a corporation who
 12 is the sole officer of the corporation may not be considered to be
 13 excluded as an employee under this chapter until the notice is
 14 received by the insurance carrier and the board.

15 (c) As used in this chapter, "minor" means an individual who has
 16 not reached seventeen (17) years of age. A minor employee shall be
 17 considered as being of full age for all purposes of this chapter.
 18 However, if the employee is a minor who, at the time of the last
 19 exposure, is employed, required, suffered, or permitted to work in
 20 violation of the child labor laws of this state, the amount of
 21 compensation and death benefits, as provided in this chapter, shall be
 22 double the amount which would otherwise be recoverable. The
 23 insurance carrier shall be liable on its policy for one-half (1/2) of the
 24 compensation or benefits that may be payable on account of the
 25 disability or death of the minor, and the employer shall be wholly liable
 26 for the other one-half (1/2) of the compensation or benefits. If the
 27 employee is a minor who is not less than sixteen (16) years of age and
 28 who has not reached seventeen (17) years of age, and who at the time
 29 of the last exposure is employed, suffered, or permitted to work at any
 30 occupation which is not prohibited by law, the provisions of this
 31 subsection prescribing double the amount otherwise recoverable do not
 32 apply. The rights and remedies granted to a minor under this chapter on
 33 account of disease shall exclude all rights and remedies of the minor,
 34 the minor's parents, the minor's personal representatives, dependents,
 35 or next of kin at common law, statutory or otherwise, on account of any
 36 disease.

37 (d) This chapter does not apply to casual laborers as defined in
 38 subsection (b), nor to farm or agricultural employees, nor to household
 39 employees, nor to railroad employees engaged in train service as
 40 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
 41 foremen in charge of yard engines and helpers assigned thereto, nor to
 42 their employers with respect to these employees. Also, this chapter

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1 does not apply to employees or their employers with respect to
 2 employments in which the laws of the United States provide for
 3 compensation or liability for injury to the health, disability, or death by
 4 reason of diseases suffered by these employees.

5 (e) As used in this chapter, "disablement" means the event of
 6 becoming disabled from earning full wages at the work in which the
 7 employee was engaged when last exposed to the hazards of the
 8 occupational disease by the employer from whom the employee claims
 9 compensation or equal wages in other suitable employment, and
 10 "disability" means the state of being so incapacitated.

11 (f) For the purposes of this chapter, no compensation shall be
 12 payable for or on account of any occupational diseases unless
 13 disablement, as defined in subsection (e), occurs within two (2) years
 14 after the last day of the last exposure to the hazards of the disease
 15 except for the following:

16 (1) In all cases of occupational diseases caused by the inhalation
 17 of silica dust or coal dust, no compensation shall be payable
 18 unless disablement, as defined in subsection (e), occurs within
 19 three (3) years after the last day of the last exposure to the hazards
 20 of the disease.

21 (2) In all cases of occupational disease caused by the exposure to
 22 radiation, no compensation shall be payable unless disablement,
 23 as defined in subsection (e), occurs within two (2) years from the
 24 date on which the employee had knowledge of the nature of the
 25 employee's occupational disease or, by exercise of reasonable
 26 diligence, should have known of the existence of such disease and
 27 its causal relationship to the employee's employment.

28 (3) In all cases of occupational diseases caused by the inhalation
 29 of asbestos dust, no compensation shall be payable unless
 30 disablement, as defined in subsection (e), occurs within three (3)
 31 years after the last day of the last exposure to the hazards of the
 32 disease if the last day of the last exposure was before July 1, 1985.

33 (4) In all cases of occupational disease caused by the inhalation
 34 of asbestos dust in which the last date of the last exposure occurs
 35 on or after July 1, 1985, and before July 1, 1988, no compensation
 36 shall be payable unless disablement, as defined in subsection (e),
 37 occurs within twenty (20) years after the last day of the last
 38 exposure.

39 (5) In all cases of occupational disease caused by the inhalation
 40 of asbestos dust in which the last date of the last exposure occurs
 41 on or after July 1, 1988, no compensation shall be payable unless
 42 disablement (as defined in subsection (e)) occurs within

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- 1 thirty-five (35) years after the last day of the last exposure.
- 2 (g) For the purposes of this chapter, no compensation shall be
3 payable for or on account of death resulting from any occupational
4 disease unless death occurs within two (2) years after the date of
5 disablement. However, this subsection does not bar compensation for
6 death:
- 7 (1) where death occurs during the pendency of a claim filed by an
8 employee within two (2) years after the date of disablement and
9 which claim has not resulted in a decision or has resulted in a
10 decision which is in process of review or appeal; or
11 (2) where, by agreement filed or decision rendered, a
12 compensable period of disability has been fixed and death occurs
13 within two (2) years after the end of such fixed period, but in no
14 event later than three hundred (300) weeks after the date of
15 disablement.
- 16 (h) As used in this chapter, "billing review service" refers to a
17 person or an entity that reviews a medical service provider's bills or
18 statements for the purpose of determining pecuniary liability. The term
19 includes an employer's worker's compensation insurance carrier if the
20 insurance carrier performs such a review.
- 21 (i) As used in this chapter, "billing review standard" means the data
22 used by a billing review service to determine pecuniary liability.
- 23 (j) As used in this chapter, "community" means a geographic service
24 area based on ZIP code districts defined by the United States Postal
25 Service according to the following groupings:
- 26 (1) The geographic service area served by ZIP codes with the first
27 three (3) digits 463 and 464.
- 28 (2) The geographic service area served by ZIP codes with the first
29 three (3) digits 465 and 466.
- 30 (3) The geographic service area served by ZIP codes with the first
31 three (3) digits 467 and 468.
- 32 (4) The geographic service area served by ZIP codes with the first
33 three (3) digits 469 and 479.
- 34 (5) The geographic service area served by ZIP codes with the first
35 three (3) digits 460, 461 (except 46107), and 473.
- 36 (6) The geographic service area served by the 46107 ZIP code and
37 ZIP codes with the first three (3) digits 462.
- 38 (7) The geographic service area served by ZIP codes with the first
39 three (3) digits 470, 471, 472, 474, and 478.
- 40 (8) The geographic service area served by ZIP codes with the first
41 three (3) digits 475, 476, and 477.
- 42 (k) As used in this chapter, "medical service provider" refers to a

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1 person or an entity that provides medical services, treatment, or
2 supplies to an employee under this chapter.

3 (l) As used in this chapter, "pecuniary liability" means the
4 responsibility of an employer or the employer's insurance carrier for the
5 payment of the charges for each specific service or product for human
6 medical treatment provided under this chapter in a defined community,
7 equal to or less than the charges made by medical service providers at
8 the eightieth percentile in the same community for like services or
9 products.

10 SECTION 14. IC 22-3-7-16, AS AMENDED BY P.L.134-2006,
11 SECTION 9, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
12 JULY 1, 2011]: Sec. 16. (a) Compensation shall be allowed on account
13 of disablement from occupational disease resulting in only temporary
14 total disability to work or temporary partial disability to work
15 beginning with the eighth day of such disability except for the medical
16 benefits provided for in section 17 of this chapter. Compensation shall
17 be allowed for the first seven (7) calendar days only as provided in this
18 section. The first weekly installment of compensation for temporary
19 disability is due fourteen (14) days after the disability begins. Not later
20 than fifteen (15) days from the date that the first installment of
21 compensation is due, the employer or the employer's insurance carrier
22 shall tender to the employee or to the employee's dependents, with all
23 compensation due, a properly prepared compensation agreement in a
24 form prescribed by the board. Whenever an employer or the employer's
25 insurance carrier denies or is not able to determine liability to pay
26 compensation or benefits, the employer or the employer's insurance
27 carrier shall notify the worker's compensation board and the employee
28 in writing on a form prescribed by the worker's compensation board not
29 later than thirty (30) days after the employer's knowledge of the
30 claimed disablement. If a determination of liability cannot be made
31 within thirty (30) days, the worker's compensation board may approve
32 an additional thirty (30) days upon a written request of the employer or
33 the employer's insurance carrier that sets forth the reasons that the
34 determination could not be made within thirty (30) days and states the
35 facts or circumstances that are necessary to determine liability within
36 the additional thirty (30) days. More than thirty (30) days of additional
37 time may be approved by the worker's compensation board upon the
38 filing of a petition by the employer or the employer's insurance carrier
39 that sets forth:

- 40 (1) the extraordinary circumstances that have precluded a
41 determination of liability within the initial sixty (60) days;
- 42 (2) the status of the investigation on the date the petition is filed;

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1 (3) the facts or circumstances that are necessary to make a
2 determination; and

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

4 An employer who fails to comply with this section is subject to a civil
5 penalty of fifty dollars (\$50); to be assessed and collected by the board
6 upon notice and hearing. Civil penalties collected under this section
7 shall be deposited in the state general fund. **under IC 22-3-4-15.**

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

10 (1) the employee has returned to work;

11 (2) the employee has died;

12 (3) the employee has refused to undergo a medical examination
13 under section 20 of this chapter;

14 (4) the employee has received five hundred (500) weeks of
15 temporary total disability benefits or has been paid the maximum
16 compensation allowable under section 19 of this chapter; or

17 (5) the employee is unable or unavailable to work for reasons
18 unrelated to the compensable disease.

19 In all other cases the employer must notify the employee in writing of
20 the employer's intent to terminate the payment of temporary total
21 disability benefits, and of the availability of employment, if any, on a
22 form approved by the board. If the employee disagrees with the
23 proposed termination, the employee must give written notice of
24 disagreement to the board and the employer within seven (7) days after
25 receipt of the notice of intent to terminate benefits. If the board and
26 employer do not receive a notice of disagreement under this section,
27 the employee's temporary total disability benefits shall be terminated.
28 Upon receipt of the notice of disagreement, the board shall immediately
29 contact the parties, which may be by telephone or other means and
30 attempt to resolve the disagreement. If the board is unable to resolve
31 the disagreement within ten (10) days of receipt of the notice of
32 disagreement, the board shall immediately arrange for an evaluation of
33 the employee by an independent medical examiner. The independent
34 medical examiner shall be selected by mutual agreement of the parties
35 or, if the parties are unable to agree, appointed by the board under
36 IC 22-3-4-11. If the independent medical examiner determines that the
37 employee is no longer temporarily disabled or is still temporarily
38 disabled but can return to employment that the employer has made
39 available to the employee, or if the employee fails or refuses to appear
40 for examination by the independent medical examiner, temporary total
41 disability benefits may be terminated. If either party disagrees with the
42 opinion of the independent medical examiner, the party shall apply to

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1 the board for a hearing under section 27 of this chapter.

2 (c) An employer is not required to continue the payment of
3 temporary total disability benefits for more than fourteen (14) days
4 after the employer's proposed termination date unless the independent
5 medical examiner determines that the employee is temporarily disabled
6 and unable to return to any employment that the employer has made
7 available to the employee.

8 (d) If it is determined that as a result of this section temporary total
9 disability benefits were overpaid, the overpayment shall be deducted
10 from any benefits due the employee under this section and, if there are
11 no benefits due the employee or the benefits due the employee do not
12 equal the amount of the overpayment, the employee shall be
13 responsible for paying any overpayment which cannot be deducted
14 from benefits due the employee.

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

24 (f) For disablements occurring on and after July 1, 1974, from
25 occupational disease resulting in temporary partial disability for work
26 there shall be paid to the disabled employee during such disability a
27 weekly compensation equal to sixty-six and two-thirds percent (66
28 2/3%) of the difference between the employee's average weekly wages,
29 as defined in section 19 of this chapter, and the weekly wages at which
30 the employee is actually employed after the disablement, for a period
31 not to exceed three hundred (300) weeks. Compensation shall be
32 allowed for the first seven (7) calendar days only if the disability
33 continues for longer than twenty-one (21) days. In case of partial
34 disability after the period of temporary total disability, the latter period
35 shall be included as a part of the maximum period allowed for partial
36 disability.

37 (g) For disabilities occurring on and after July 1, 1979, and before
38 July 1, 1988, from occupational disease in the schedule set forth in
39 subsection (j), the employee shall receive in addition to disability
40 benefits, not exceeding fifty-two (52) weeks on account of the
41 occupational disease, a weekly compensation of sixty percent (60%) of
42 the employee's average weekly wages, not to exceed one hundred

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1 twenty-five dollars (\$125) average weekly wages, for the period stated
2 for the disabilities.

3 (h) For disabilities occurring on and after July 1, 1988, and before
4 July 1, 1989, from occupational disease in the schedule set forth in
5 subsection (j), the employee shall receive in addition to disability
6 benefits, not exceeding seventy-eight (78) weeks on account of the
7 occupational disease, a weekly compensation of sixty percent (60%) of
8 the employee's average weekly wages, not to exceed one hundred
9 sixty-six dollars (\$166) average weekly wages, for the period stated for
10 the disabilities.

11 (i) For disabilities occurring on and after July 1, 1989, and before
12 July 1, 1990, from occupational disease in the schedule set forth in
13 subsection (j), the employee shall receive in addition to disability
14 benefits, not exceeding seventy-eight (78) weeks on account of the
15 occupational disease, a weekly compensation of sixty percent (60%) of
16 the employee's average weekly wages, not to exceed one hundred
17 eighty-three dollars (\$183) average weekly wages, for the period stated
18 for the disabilities.

19 (j) For disabilities occurring on and after July 1, 1990, and before
20 July 1, 1991, 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 two hundred dollars (\$200) average
25 weekly wages, for the period stated for the disabilities.

26 (1) Amputations: For the loss by separation, of the thumb, sixty
27 (60) weeks; of the index finger, forty (40) weeks; of the second
28 finger, thirty-five (35) weeks; of the third or ring finger, thirty
29 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
30 hand by separation below the elbow, two hundred (200) weeks; of
31 the arm above the elbow joint, two hundred fifty (250) weeks; of
32 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
33 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
34 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
35 the knee joint, one hundred fifty (150) weeks; and of the leg
36 above the knee joint, two hundred (200) weeks. The loss of more
37 than one (1) phalange of a thumb or toe shall be considered as the
38 loss of the entire thumb or toe. The loss of more than two (2)
39 phalanges of a finger shall be considered as the loss of the entire
40 finger. The loss of not more than one (1) phalange of a thumb or
41 toe shall be considered as the loss of one-half (1/2) of the thumb
42 or toe and compensation shall be paid for one-half (1/2) of the

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1 period for the loss of the entire thumb or toe. The loss of not more
2 than two (2) phalanges of a finger shall be considered as the loss
3 of one-half (1/2) the finger and compensation shall be paid for
4 one-half (1/2) of the period for the loss of the entire finger.
5 (2) Loss of Use: The total permanent loss of the use of an arm,
6 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
7 as the equivalent of the loss by separation of the arm, hand,
8 thumb, finger, leg, foot, toe, or phalange and the compensation
9 shall be paid for the same period as for the loss thereof by
10 separation.
11 (3) Partial Loss of Use: For the permanent partial loss of the use
12 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
13 compensation shall be paid for the proportionate loss of the use of
14 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
15 (4) For disablements for occupational disease resulting in total
16 permanent disability, five hundred (500) weeks.
17 (5) For the loss of both hands, or both feet, or the total sight of
18 both eyes, or any two (2) of such losses resulting from the same
19 disablement by occupational disease, five hundred (500) weeks.
20 (6) For the permanent and complete loss of vision by enucleation
21 of an eye or its reduction to one-tenth (1/10) of normal vision with
22 glasses, one hundred fifty (150) weeks, and for any other
23 permanent reduction of the sight of an eye, compensation shall be
24 paid for a period proportionate to the degree of such permanent
25 reduction without correction or glasses. However, when such
26 permanent reduction without correction or glasses would result in
27 one hundred percent (100%) loss of vision, but correction or
28 glasses would result in restoration of vision, then compensation
29 shall be paid for fifty percent (50%) of such total loss of vision
30 without glasses plus an additional amount equal to the
31 proportionate amount of such reduction with glasses, not to
32 exceed an additional fifty percent (50%).
33 (7) For the permanent and complete loss of hearing, two hundred
34 (200) weeks.
35 (8) In all other cases of permanent partial impairment,
36 compensation proportionate to the degree of such permanent
37 partial impairment, in the discretion of the worker's compensation
38 board, not exceeding five hundred (500) weeks.
39 (9) In all cases of permanent disfigurement, which may impair the
40 future usefulness or opportunities of the employee, compensation
41 in the discretion of the worker's compensation board, not
42 exceeding two hundred (200) weeks, except that no compensation

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1 shall be payable under this paragraph where compensation shall
2 be payable under subdivisions (1) through (8). Where
3 compensation for temporary total disability has been paid, this
4 amount of compensation shall be deducted from any
5 compensation due for permanent disfigurement.

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

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

31 (2) Amputations occurring on or after July 1, 1997: For the loss
32 by separation of any of the body parts described in subdivision (1)
33 on or after July 1, 1997, the dollar values per degree applying on
34 the date of the injury as described in subsection (1) shall be
35 multiplied by two (2). However, the doubling provision of this
36 subdivision does not apply to a loss of use that is not a loss by
37 separation.

38 (3) The loss of more than one (1) phalange of a thumb or toe shall
39 be considered as the loss of the entire thumb or toe. The loss of
40 more than two (2) phalanges of a finger shall be considered as the
41 loss of the entire finger. The loss of not more than one (1)
42 phalange of a thumb or toe shall be considered as the loss of

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1 one-half (1/2) of the degrees of permanent impairment for the loss
 2 of the entire thumb or toe. The loss of not more than one (1)
 3 phalange of a finger shall be considered as the loss of one-third
 4 (1/3) of the finger and compensation shall be paid for one-third
 5 (1/3) of the degrees payable for the loss of the entire finger. The
 6 loss of more than one (1) phalange of the finger but not more than
 7 two (2) phalanges of the finger shall be considered as the loss of
 8 one-half (1/2) of the finger and compensation shall be paid for
 9 one-half (1/2) of the degrees payable for the loss of the entire
 10 finger.

11 (4) For the loss by separation of both hands or both feet or the
 12 total sight of both eyes or any two (2) such losses in the same
 13 accident, one hundred (100) degrees of permanent impairment.

14 (5) For the permanent and complete loss of vision by enucleation
 15 or its reduction to one-tenth (1/10) of normal vision with glasses,
 16 thirty-five (35) degrees of permanent impairment.

17 (6) For the permanent and complete loss of hearing in one (1) ear,
 18 fifteen (15) degrees of permanent impairment, and in both ears,
 19 forty (40) degrees of permanent impairment.

20 (7) For the loss of one (1) testicle, ten (10) degrees of permanent
 21 impairment; for the loss of both testicles, thirty (30) degrees of
 22 permanent impairment.

23 (8) Loss of use: The total permanent loss of the use of an arm, a
 24 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
 25 considered as the equivalent of the loss by separation of the arm,
 26 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
 27 shall be paid in the same amount as for the loss by separation.
 28 However, the doubling provision of subdivision (2) does not
 29 apply to a loss of use that is not a loss by separation.

30 (9) Partial loss of use: For the permanent partial loss of the use of
 31 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
 32 phalange, compensation shall be paid for the proportionate loss of
 33 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

34 (10) For disablements resulting in total permanent disability, the
 35 amount payable for impairment or five hundred (500) weeks of
 36 compensation, whichever is greater.

37 (11) For any permanent reduction of the sight of an eye less than
 38 a total loss as specified in subdivision (5), the compensation shall
 39 be paid in an amount proportionate to the degree of a permanent
 40 reduction without correction or glasses. However, when a
 41 permanent reduction without correction or glasses would result in
 42 one hundred percent (100%) loss of vision, then compensation

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1 shall be paid for fifty percent (50%) of the total loss of vision
 2 without glasses, plus an additional amount equal to the
 3 proportionate amount of the reduction with glasses, not to exceed
 4 an additional fifty percent (50%).

5 (12) For any permanent reduction of the hearing of one (1) or both
 6 ears, less than the total loss as specified in subdivision (6),
 7 compensation shall be paid in an amount proportionate to the
 8 degree of a permanent reduction.

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

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

21 (l) With respect to disablements occurring on and after July 1, 1991,
 22 compensation for permanent partial impairment shall be paid according
 23 to the degree of permanent impairment for the disablement determined
 24 under subsection (k) and the following:

25 (1) With respect to disablements occurring on and after July 1,
 26 1991, and before July 1, 1992, for each degree of permanent
 27 impairment from one (1) to thirty-five (35), five hundred dollars
 28 (\$500) per degree; for each degree of permanent impairment from
 29 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
 30 degree; for each degree of permanent impairment above fifty (50),
 31 one thousand five hundred dollars (\$1,500) per degree.

32 (2) With respect to disablements occurring on and after July 1,
 33 1992, and before July 1, 1993, for each degree of permanent
 34 impairment from one (1) to twenty (20), five hundred dollars
 35 (\$500) per degree; for each degree of permanent impairment from
 36 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
 37 per degree; for each degree of permanent impairment from
 38 thirty-six (36) to fifty (50), one thousand three hundred dollars
 39 (\$1,300) per degree; for each degree of permanent impairment
 40 above fifty (50), one thousand seven hundred dollars (\$1,700) per
 41 degree.

42 (3) With respect to disablements occurring on and after July 1,

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1 1993, and before July 1, 1997, for each degree of permanent
2 impairment from one (1) to ten (10), five hundred dollars (\$500)
3 per degree; for each degree of permanent impairment from eleven
4 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
5 each degree of permanent impairment from twenty-one (21) to
6 thirty-five (35), one thousand dollars (\$1,000) per degree; for
7 each degree of permanent impairment from thirty-six (36) to fifty
8 (50), one thousand four hundred dollars (\$1,400) per degree; for
9 each degree of permanent impairment above fifty (50), one
10 thousand seven hundred dollars (\$1,700) per degree.

11 (4) With respect to disablements occurring on and after July 1,
12 1997, and before July 1, 1998, for each degree of permanent
13 impairment from one (1) to ten (10), seven hundred fifty dollars
14 (\$750) per degree; for each degree of permanent impairment from
15 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
16 degree; for each degree of permanent impairment from thirty-six
17 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
18 degree; for each degree of permanent impairment above fifty (50),
19 one thousand seven hundred dollars (\$1,700) per degree.

20 (5) With respect to disablements occurring on and after July 1,
21 1998, and before July 1, 1999, for each degree of permanent
22 impairment from one (1) to ten (10), seven hundred fifty dollars
23 (\$750) per degree; for each degree of permanent impairment from
24 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
25 degree; for each degree of permanent impairment from thirty-six
26 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
27 degree; for each degree of permanent impairment above fifty (50),
28 one thousand seven hundred dollars (\$1,700) per degree.

29 (6) With respect to disablements occurring on and after July 1,
30 1999, and before July 1, 2000, for each degree of permanent
31 impairment from one (1) to ten (10), nine hundred dollars (\$900)
32 per degree; for each degree of permanent impairment from eleven
33 (11) to thirty-five (35), one thousand one hundred dollars
34 (\$1,100) per degree; for each degree of permanent impairment
35 from thirty-six (36) to fifty (50), one thousand six hundred dollars
36 (\$1,600) per degree; for each degree of permanent impairment
37 above fifty (50), two thousand dollars (\$2,000) per degree.

38 (7) With respect to disablements occurring on and after July 1,
39 2000, and before July 1, 2001, for each degree of permanent
40 impairment from one (1) to ten (10), one thousand one hundred
41 dollars (\$1,100) per degree; for each degree of permanent
42 impairment from eleven (11) to thirty-five (35), one thousand

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1 three hundred dollars (\$1,300) per degree; for each degree of
 2 permanent impairment from thirty-six (36) to fifty (50), two
 3 thousand dollars (\$2,000) per degree; for each degree of
 4 permanent impairment above fifty (50), two thousand five
 5 hundred fifty dollars (\$2,500) per degree.
 6 (8) With respect to disablements occurring on and after July 1,
 7 2001, and before July 1, 2007, for each degree of permanent
 8 impairment from one (1) to ten (10), one thousand three hundred
 9 dollars (\$1,300) per degree; for each degree of permanent
 10 impairment from eleven (11) to thirty-five (35), one thousand five
 11 hundred dollars (\$1,500) per degree; for each degree of
 12 permanent impairment from thirty-six (36) to fifty (50), two
 13 thousand four hundred dollars (\$2,400) per degree; for each
 14 degree of permanent impairment above fifty (50), three thousand
 15 dollars (\$3,000) per degree.
 16 (9) With respect to disablements occurring on and after July 1,
 17 2007, and before July 1, 2008, for each degree of permanent
 18 impairment from one (1) to ten (10), one thousand three hundred
 19 forty dollars (\$1,340) per degree; for each degree of permanent
 20 impairment from eleven (11) to thirty-five (35), one thousand five
 21 hundred forty-five dollars (\$1,545) per degree; for each degree of
 22 permanent impairment from thirty-six (36) to fifty (50), two
 23 thousand four hundred seventy-five dollars (\$2,475) per degree;
 24 for each degree of permanent impairment above fifty (50), three
 25 thousand one hundred fifty dollars (\$3,150) per degree.
 26 (10) With respect to disablements occurring on and after July 1,
 27 2008, and before July 1, 2009, for each degree of permanent
 28 impairment from one (1) to ten (10), one thousand three hundred
 29 sixty-five dollars (\$1,365) per degree; for each degree of
 30 permanent impairment from eleven (11) to thirty-five (35), one
 31 thousand five hundred seventy dollars (\$1,570) per degree; for
 32 each degree of permanent impairment from thirty-six (36) to fifty
 33 (50), two thousand five hundred twenty-five dollars (\$2,525) per
 34 degree; for each degree of permanent impairment above fifty (50),
 35 three thousand two hundred dollars (\$3,200) per degree.
 36 (11) With respect to disablements occurring on and after July 1,
 37 2009, and before July 1, 2010, for each degree of permanent
 38 impairment from one (1) to ten (10), one thousand three hundred
 39 eighty dollars (\$1,380) per degree; for each degree of permanent
 40 impairment from eleven (11) to thirty-five (35), one thousand five
 41 hundred eighty-five dollars (\$1,585) per degree; for each degree
 42 of permanent impairment from thirty-six (36) to fifty (50), two

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- 1 thousand six hundred dollars (\$2,600) per degree; for each degree
 2 of permanent impairment above fifty (50), three thousand three
 3 hundred dollars (\$3,300) per degree.
- 4 (12) With respect to disablements occurring on and after July 1,
 5 2010, for each degree of permanent impairment from one (1) to
 6 ten (10), one thousand four hundred dollars (\$1,400) per degree;
 7 for each degree of permanent impairment from eleven (11) to
 8 thirty-five (35), one thousand six hundred dollars (\$1,600) per
 9 degree; for each degree of permanent impairment from thirty-six
 10 (36) to fifty (50), two thousand seven hundred dollars (\$2,700)
 11 per degree; for each degree of permanent impairment above fifty
 12 (50), three thousand five hundred dollars (\$3,500) per degree.
- 13 (m) The average weekly wages used in the determination of
 14 compensation for permanent partial impairment under subsections (k)
 15 and (l) shall not exceed the following:
- 16 (1) With respect to disablements occurring on or after July 1,
 17 1991, and before July 1, 1992, four hundred ninety-two dollars
 18 (\$492).
- 19 (2) With respect to disablements occurring on or after July 1,
 20 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 21 (3) With respect to disablements occurring on or after July 1,
 22 1993, and before July 1, 1994, five hundred ninety-one dollars
 23 (\$591).
- 24 (4) With respect to disablements occurring on or after July 1,
 25 1994, and before July 1, 1997, six hundred forty-two dollars
 26 (\$642).
- 27 (5) With respect to disablements occurring on or after July 1,
 28 1997, and before July 1, 1998, six hundred seventy-two dollars
 29 (\$672).
- 30 (6) With respect to disablements occurring on or after July 1,
 31 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 32 (7) With respect to disablements occurring on or after July 1,
 33 1999, and before July 1, 2000, seven hundred thirty-two dollars
 34 (\$732).
- 35 (8) With respect to disablements occurring on or after July 1,
 36 2000, and before July 1, 2001, seven hundred sixty-two dollars
 37 (\$762).
- 38 (9) With respect to injuries occurring on or after July 1, 2001, and
 39 before July 1, 2002, eight hundred twenty-two dollars (\$822).
- 40 (10) With respect to injuries occurring on or after July 1, 2002,
 41 and before July 1, 2006, eight hundred eighty-two dollars (\$882).
- 42 (11) With respect to injuries occurring on or after July 1, 2006,

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1 and before July 1, 2007, nine hundred dollars (\$900).
2 (12) With respect to injuries occurring on or after July 1, 2007,
3 and before July 1, 2008, nine hundred thirty dollars (\$930).
4 (13) With respect to injuries occurring on or after July 1, 2008,
5 and before July 1, 2009, nine hundred fifty-four dollars (\$954).
6 (14) With respect to injuries occurring on or after July 1, 2009,
7 nine hundred seventy-five dollars (\$975).
8 (n) If any employee, only partially disabled, refuses employment
9 suitable to the employee's capacity procured for the employee, the
10 employee shall not be entitled to any compensation at any time during
11 the continuance of such refusal unless, in the opinion of the worker's
12 compensation board, such refusal was justifiable. The employee must
13 be served with a notice setting forth the consequences of the refusal
14 under this subsection. The notice must be in a form prescribed by the
15 worker's compensation board.
16 (o) If an employee has sustained a permanent impairment or
17 disability from an accidental injury other than an occupational disease
18 in another employment than that in which the employee suffered a
19 subsequent disability from an occupational disease, such as herein
20 specified, the employee shall be entitled to compensation for the
21 subsequent disability in the same amount as if the previous impairment
22 or disability had not occurred. However, if the permanent impairment
23 or disability resulting from an occupational disease for which
24 compensation is claimed results only in the aggravation or increase of
25 a previously sustained permanent impairment from an occupational
26 disease or physical condition regardless of the source or cause of such
27 previously sustained impairment from an occupational disease or
28 physical condition, the board shall determine the extent of the
29 previously sustained permanent impairment from an occupational
30 disease or physical condition as well as the extent of the aggravation or
31 increase resulting from the subsequent permanent impairment or
32 disability, and shall award compensation only for that part of said
33 occupational disease or physical condition resulting from the
34 subsequent permanent impairment. An amputation of any part of the
35 body or loss of any or all of the vision of one (1) or both eyes caused by
36 an occupational disease shall be considered as a permanent impairment
37 or physical condition.
38 (p) If an employee suffers a disablement from an occupational
39 disease for which compensation is payable while the employee is still
40 receiving or entitled to compensation for a previous injury by accident
41 or disability by occupational disease in the same employment, the
42 employee shall not at the same time be entitled to compensation for

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1 both, unless it be for a permanent injury, such as specified in
 2 subsection (k)(1), (k)(4), (k)(5), (k)(8), or (k)(9), but the employee shall
 3 be entitled to compensation for that disability and from the time of that
 4 disability which will cover the longest period and the largest amount
 5 payable under this chapter.

6 (q) If an employee receives a permanent disability from **an**
 7 occupational disease such as specified in subsection (k)(1), (k)(4),
 8 (k)(5), (k)(8), or (k)(9) after having sustained another such permanent
 9 disability in the same employment the employee shall be entitled to
 10 compensation for both such disabilities, but the total compensation
 11 shall be paid by extending the period and not by increasing the amount
 12 of weekly compensation and, when such previous and subsequent
 13 permanent disabilities, in combination result in total permanent
 14 disability or permanent total impairment, compensation shall be
 15 payable for such permanent total disability or impairment, but
 16 payments made for the previous disability or impairment shall be
 17 deducted from the total payment of compensation due.

18 (r) When an employee has been awarded or is entitled to an award
 19 of compensation for a definite period from an occupational disease
 20 wherein disablement occurs on and after April 1, 1963, and such
 21 employee dies from other causes than such occupational disease,
 22 payment of the unpaid balance of such compensation not exceeding
 23 three hundred fifty (350) weeks shall be paid to the employee's
 24 dependents of the second and third class as defined in sections 11
 25 through 14 of this chapter and compensation, not exceeding five
 26 hundred (500) weeks shall be made to the employee's dependents of the
 27 first class as defined in sections 11 through 14 of this chapter.

28 (s) Any payment made by the employer to the employee during the
 29 period of the employee's disability, or to the employee's dependents,
 30 which, by the terms of this chapter, was not due and payable when
 31 made, may, subject to the approval of the worker's compensation board,
 32 be deducted from the amount to be paid as compensation, but such
 33 deduction shall be made from the distal end of the period during which
 34 compensation must be paid, except in cases of temporary disability.

35 (t) When so provided in the compensation agreement or in the
 36 award of the worker's compensation board, compensation may be paid
 37 semimonthly, or monthly, instead of weekly.

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

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1 (v) Whenever the aggregate payments of compensation, due to any
2 person under eighteen (18) years of age, exceed one hundred dollars
3 (\$100), the payment thereof shall be made to a trustee, appointed by the
4 circuit or superior court, or to a duly qualified guardian, or, upon the
5 order of the worker's compensation board, to a parent or to such minor
6 person. The payment of compensation, due to any person eighteen (18)
7 years of age or over, may be made directly to such person.

8 (w) If an employee, or a dependent, is mentally incompetent, or a
9 minor at the time when any right or privilege accrues to the employee
10 under this chapter, the employee's guardian or trustee may, in the
11 employee's behalf, claim and exercise such right and privilege.

12 (x) All compensation payments named and provided for in this
13 section, shall mean and be defined to be for only such occupational
14 diseases and disabilities therefrom as are proved by competent
15 evidence, of which there are or have been objective conditions or
16 symptoms proven, not within the physical or mental control of the
17 employee.

18 SECTION 15. IC 22-3-7-17, AS AMENDED BY P.L.67-2010,
19 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
20 JULY 1, 2011]: Sec. 17. (a) During the period of disablement, the
21 employer shall furnish or cause to be furnished, free of charge to the
22 employee, an attending physician for the treatment of the employee's
23 occupational disease, and in addition thereto such surgical, hospital,
24 and nursing services and supplies as the attending physician or the
25 worker's compensation board may deem necessary. If the employee is
26 requested or required by the employer to submit to treatment outside
27 the county of employment, the employer shall also pay the reasonable
28 expense of travel, food, and lodging necessary during the travel, but not
29 to exceed the amount paid at the time of the travel by the state of
30 Indiana to its employees. If the treatment or travel to or from the place
31 of treatment causes a loss of working time to the employee, the
32 employer shall reimburse the employee for the loss of wages using the
33 basis of the employee's average daily wage.

34 (b) During the period of disablement resulting from the occupational
35 disease, the employer shall furnish such physician, services, and
36 supplies, and the worker's compensation board may, on proper
37 application of either party, require that treatment by such physician and
38 such services and supplies be furnished by or on behalf of the employer
39 as the board may deem reasonably necessary. After an employee's
40 occupational disease has been adjudicated by agreement or award on
41 the basis of permanent partial impairment and within the statutory
42 period for review in such case as provided in section 27(i) of this

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1 chapter, the employer may continue to furnish a physician or a surgeon
 2 and other medical services and supplies, and the board may, within
 3 such statutory period for review as provided in section 27(i) of this
 4 chapter, on a proper application of either party, require that treatment
 5 by such physician or surgeon and such services and supplies be
 6 furnished by and on behalf of the employer as the board may deem
 7 necessary to limit or reduce the amount and extent of such impairment.
 8 The refusal of the employee to accept such services and supplies when
 9 so provided by or on behalf of the employer, shall bar the employee
 10 from all compensation otherwise payable during the period of such
 11 refusal and the employee's right to prosecute any proceeding under this
 12 chapter shall be suspended and abated until such refusal ceases. The
 13 employee must be served with a notice setting forth the consequences
 14 of the refusal under this section. The notice must be in a form
 15 prescribed by the worker's compensation board. No compensation for
 16 permanent total impairment, permanent partial impairment, permanent
 17 disfigurement, or death shall be paid or payable for that part or portion
 18 of such impairment, disfigurement, or death which is the result of the
 19 failure of such employee to accept such treatment, services, and
 20 supplies, provided that an employer may at any time permit an
 21 employee to have treatment for the employee's disease or injury by
 22 spiritual means or prayer in lieu of such physician, services, and
 23 supplies.

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

37 (d) If an emergency or because of the employer's failure to provide
 38 such attending physician or such surgical, hospital, or nurse's services
 39 and supplies or such treatment by spiritual means or prayer as specified
 40 in this section, or for other good reason, a physician other than that
 41 provided by the employer treats the diseased employee within the
 42 period of disability, or necessary and proper surgical, hospital, or

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1 nurse's services and supplies are procured within the period, the
2 reasonable cost of such services and supplies shall, subject to approval
3 of the worker's compensation board, be paid by the employer.

4 (e) An employer or employer's insurance carrier may not delay the
5 provision of emergency medical care whenever emergency medical
6 care is considered necessary in the professional judgment of the
7 attending health care facility physician.

8 (f) This section may not be construed to prohibit an agreement
9 between an employer and employees that has the approval of the board
10 and that:

11 (1) binds the parties to medical care furnished by providers
12 selected by agreement before or after disablement; or

13 (2) makes the findings of a provider chosen in this manner
14 binding upon the parties.

15 (g) The employee and the employee's estate do not have liability to
16 a health care provider for payment for services obtained under this
17 section. The right to order payment for all services provided under this
18 chapter is solely with the board. All claims by a health care provider for
19 payment for services are against the employer and the employer's
20 insurance carrier, if any, and must be made with the board under this
21 chapter. **After June 30, 2011, a health care provider must file a
22 claim for payment with the board not later than one (1) year after
23 the last date the provider provides services to an employee with an
24 occupational disease. The claim must be accompanied by the
25 applicable filing fee. The board shall establish by rule a schedule
26 of fees and charges for resolving the claims of health care
27 providers.**

28 SECTION 16. IC 22-3-7-34, AS AMENDED BY P.L.1-2006,
29 SECTION 343, IS AMENDED TO READ AS FOLLOWS
30 [EFFECTIVE JULY 1, 2011]: Sec. 34. (a) As used in this section,
31 "person" does not include:

32 (1) an owner who contracts for performance of work on the
33 owner's owner occupied residential property; or

34 (2) a nonprofit corporation that is recognized as tax exempt under
35 Section 501(c)(3) of the Internal Revenue Code (as defined in
36 IC 6-3-1-11(a)) to the extent the corporation enters into an
37 independent contractor agreement with a person for the
38 performance of youth coaching services on a part-time basis.

39 (b) Every employer bound by the compensation provisions of this
40 chapter, except the state, counties, townships, cities, towns, school
41 cities, school towns, school townships, other municipal corporations,
42 state institutions, state boards, and state commissions, shall insure the

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1 payment of compensation to the employer's employees and their
 2 dependents in the manner provided in this chapter, or procure from the
 3 worker's compensation board a certificate authorizing the employer to
 4 carry such risk without insurance. While that insurance or certificate
 5 remains in force, the employer, or those conducting the employer's
 6 business, and the employer's occupational disease insurance carrier
 7 shall be liable to any employee and the employee's dependents for
 8 disablement or death from occupational disease arising out of and in
 9 the course of employment only to the extent and in the manner
 10 specified in this chapter.

11 (c) Every employer who, by election, is bound by the compensation
 12 provisions of this chapter, except those exempted from the provisions
 13 by subsection (b), shall:

14 (1) insure and keep insured the employer's liability under this
 15 chapter in some corporation, association, or organization
 16 authorized to transact the business of worker's compensation
 17 insurance in this state; or

18 (2) furnish to the worker's compensation board satisfactory proof
 19 of the employer's financial ability to pay the compensation in the
 20 amount and manner and when due as provided for in this chapter.

21 In the latter case the board may require the deposit of an acceptable
 22 security, indemnity, or bond to secure the payment of compensation
 23 liabilities as they are incurred.

24 (d) Every employer required to carry insurance under this section
 25 shall file with the worker's compensation board in the form prescribed
 26 by it, within ten (10) days after the termination of the employer's
 27 insurance by expiration or cancellation, evidence of the employer's
 28 compliance with subsection (c) and other provisions relating to the
 29 insurance under this chapter. ~~The venue of all criminal actions under
 30 this section lies in the county in which the employee was last exposed
 31 to the occupational disease causing disablement. The prosecuting
 32 attorney of the county shall prosecute all violations upon written
 33 request of the board. The violations shall be prosecuted in the name of
 34 the state.~~

35 (e) Whenever an employer has complied with subsection (c) relating
 36 to self-insurance, the worker's compensation board shall issue to the
 37 employer a certificate which shall remain in force for a period fixed by
 38 the board, but the board may, upon at least thirty (30) days notice, and
 39 a hearing to the employer, revoke the certificate, upon presentation of
 40 satisfactory evidence for the revocation. After the revocation, the board
 41 may grant a new certificate to the employer upon the employer's
 42 petition, and satisfactory proof of the employer's financial ability.

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1 ~~(f)(1)~~ **(f)** Subject to the approval of the worker's compensation
 2 board, any employer may enter into or continue any agreement with the
 3 employer's employees to provide a system of compensation, benefit, or
 4 insurance in lieu of the compensation and insurance provided by this
 5 chapter. A substitute system may not be approved unless it confers
 6 benefits upon employees and their dependents at least equivalent to the
 7 benefits provided by this chapter. It may not be approved if it requires
 8 contributions from the employees unless it confers benefits in addition
 9 to those provided under this chapter, which are at least commensurate
 10 with such contributions.

11 ~~(f)(2)~~ **(g)** The substitute system may be terminated by the worker's
 12 compensation board on reasonable notice and hearing to the interested
 13 parties, if it appears that the same is not fairly administered or if its
 14 operation shall disclose latent defects threatening its solvency, or if for
 15 any substantial reason it fails to accomplish the purpose of this chapter.
 16 On termination, the board shall determine the proper distribution of all
 17 remaining assets, if any, subject to the right of any party in interest to
 18 take an appeal to the court of appeals.

19 ~~(g)(1)~~ **(h)** No insurer shall enter into or issue any policy of insurance
 20 under this chapter until its policy form has been submitted to and
 21 approved by the worker's compensation board. The board shall not
 22 approve the policy form of any insurance company until the company
 23 shall file with it the certificate of the insurance commissioner showing
 24 that the company is authorized to transact the business of worker's
 25 compensation insurance in Indiana. The filing of a policy form by any
 26 insurance company or reciprocal insurance association with the board
 27 for approval constitutes on the part of the company or association a
 28 conclusive and unqualified acceptance of each of the compensation
 29 provisions of this chapter, and an agreement by it to be bound by the
 30 compensation provisions of this chapter.

31 ~~(g)(2)~~ **(i)** All policies of insurance companies and of reciprocal
 32 insurance associations, insuring the payment of compensation under
 33 this chapter, shall be conclusively presumed to cover all the employees
 34 and the entire compensation liability of the insured under this chapter
 35 in all cases in which the last day of the exposure rendering the
 36 employer liable is within the effective period of such policy.

37 ~~(g)(3)~~ **(j)** Any provision in any such policy attempting to limit or
 38 modify the liability of the company or association insuring the same
 39 shall be wholly void.

40 ~~(g)(4)~~ **(k)** Every policy of any company or association shall be
 41 deemed to include the following provisions:

42 ~~(A)~~ **(1)** The insurer assumes in full all the obligations to pay

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1 physician's fees, nurse's charges, hospital supplies, burial
 2 expenses, compensation or death benefits imposed upon or
 3 accepted by the insured under this chapter.

4 ~~(B)~~ (2) This policy is subject to the provisions of this chapter
 5 relative to the liability of the insured to pay physician's fees,
 6 nurse's charges, hospital services, hospital supplies, burial
 7 expenses, compensation or death benefits to and for such
 8 employees, the acceptance of such liability by the insured, the
 9 adjustment, trial and adjudication of claims for such physician's
 10 fees, nurse's charges, hospital services, hospital supplies, burial
 11 expenses, compensation, or death benefits.

12 ~~(C)~~ (3) Between this insurer and the employee, notice to or
 13 knowledge of the occurrence of the disablement on the part of the
 14 insured (the employer) shall be notice or knowledge thereof, on
 15 the part of the insurer. The jurisdiction of the insured (the
 16 employer) for the purpose of this chapter is the jurisdiction of this
 17 insurer, and this insurer shall in all things be bound by and shall
 18 be subject to the awards, judgments and decrees rendered against
 19 the insured (the employer) under this chapter.

20 ~~(D)~~ (4) This insurer will promptly pay to the person entitled to the
 21 same all benefits conferred by this chapter, including all
 22 physician's fees, nurse's charges, hospital services, hospital
 23 supplies, burial expenses, and all installments of compensation or
 24 death benefits that may be awarded or agreed upon under this
 25 chapter. The obligation of this insurer shall not be affected by any
 26 default of the insured (the employer) after disablement or by any
 27 default in giving of any notice required by this policy, or
 28 otherwise. This policy is a direct promise by this insurer to the
 29 person entitled to physician's fees, nurse's charges, fees for
 30 hospital services, charges for hospital services, charges for
 31 hospital supplies, charges for burial, compensation, or death
 32 benefits, and shall be enforceable in the name of the person.

33 ~~(E)~~ (5) Any termination of this policy by cancellation shall not be
 34 effective as to employees of the insured covered hereby unless at
 35 least thirty (30) days prior to the taking effect of such
 36 cancellation, a written notice giving the date upon which such
 37 termination is to become effective has been received by the
 38 worker's compensation board of Indiana at its office in
 39 Indianapolis, Indiana.

40 ~~(F)~~ (6) This policy shall automatically expire one (1) year from
 41 the effective date of the policy, unless the policy covers a period
 42 of three (3) years, in which event, it shall automatically expire

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1 three (3) years from the effective date of the policy. The
2 termination either of a one (1) year or a three (3) year policy, is
3 effective as to the employees of the insured covered by the
4 policy."

5 ~~(g)(5)~~ **(l)** All claims for compensation, nurse's charges, hospital
6 services, hospital supplies, physician's fees, or burial expenses may be
7 made directly against either the employer or the insurer or both, and the
8 award of the worker's compensation board may be made against either
9 the employer or the insurer or both.

10 ~~(g)(6)~~ **(m)** If any insurer shall fail to pay any final award or
11 judgment (except during the pendency of an appeal) rendered against
12 it, or its insured, or, if it shall fail to comply with this chapter, the
13 worker's compensation board shall revoke the approval of its policy
14 forms, and shall not accept any further proofs of insurance from it until
15 it shall have paid the award or judgment or complied with this chapter,
16 and shall have resubmitted its policy form and received the approval of
17 the policy by the worker's compensation board.

18 ~~(h)~~ **(n)** No policy of insurance covering the liability of an employer
19 for worker's compensation shall be construed to cover the liability of
20 the employer under this chapter for any occupational disease unless the
21 liability is expressly accepted by the insurance carrier issuing the
22 policy and is endorsed in that policy. The insurance or security in force
23 to cover compensation liability under this chapter shall be separate
24 from the insurance or security under IC 22-3-2 through IC 22-3-6. Any
25 insurance contract covering liability under either part of this article
26 need not cover any liability under the other.

27 ~~(i)~~ **(o)** For the purpose of complying with subsection (c), groups of
28 employers are authorized to form mutual insurance associations or
29 reciprocal or interinsurance exchanges subject to any reasonable
30 conditions and restrictions fixed by the department of insurance. This
31 subsection does not apply to mutual insurance associations and
32 reciprocal or interinsurance exchanges formed and operating on or
33 before January 1, 1991, which shall continue to operate subject to the
34 provisions of this chapter and to such reasonable conditions and
35 restrictions as may be fixed by the worker's compensation board.

36 ~~(j)~~ **(p)** Membership in a mutual insurance association or a reciprocal
37 or interinsurance exchange so proved, together with evidence of the
38 payment of premiums due, is evidence of compliance with subsection
39 (c).

40 ~~(k)~~ **(q)** Any person bound under the compensation provisions of this
41 chapter, contracting for the performance of any work exceeding one
42 thousand dollars (\$1,000) in value, in which the hazard of an

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1 occupational disease exists, by a contractor subject to the compensation
 2 provisions of this chapter without exacting from the contractor a
 3 certificate from the worker's compensation board showing that the
 4 contractor has complied with subsections (b), (c), and (d), shall be
 5 liable to the same extent as the contractor for compensation, physician's
 6 fees, hospital fees, nurse's charges, and burial expenses on account of
 7 the injury or death of any employee of such contractor, due to
 8 occupational disease arising out of and in the course of the
 9 performance of the work covered by such contract.

10 ~~(h)~~ **(r)** Any contractor who sublets any contract for the performance
 11 of any work to a subcontractor subject to the compensation provisions
 12 of this chapter, without obtaining a certificate from the worker's
 13 compensation board showing that the subcontractor has complied with
 14 subsections (b), (c), and (d), is liable to the same extent as the
 15 subcontractor for the payment of compensation, physician's fees,
 16 hospital fees, nurse's charges, and burial expense on account of the
 17 injury or death of any employee of the subcontractor due to
 18 occupational disease arising out of and in the course of the
 19 performance of the work covered by the subcontract.

20 ~~(m)~~ **(s)** A person paying compensation, physician's fees, hospital
 21 fees, nurse's charges, or burial expenses, under subsection ~~(k)~~ **(q)** or ~~(h)~~
 22 **(r)**, may recover the amount paid or to be paid from any person who
 23 would otherwise have been liable for the payment thereof and may, in
 24 addition, recover the litigation expenses and attorney's fees incurred in
 25 the action before the worker's compensation board as well as the
 26 litigation expenses and attorney's fees incurred in an action to collect
 27 the compensation, medical expenses, and burial expenses.

28 ~~(n)~~ **(t)** Every claim filed with the worker's compensation board
 29 under this section shall be instituted against all parties liable for
 30 payment. The worker's compensation board, in an award under
 31 subsection ~~(k)~~ **(q)**, shall fix the order in which such parties shall be
 32 exhausted, beginning with the immediate employer and, in an award
 33 under subsection ~~(h)~~ **(r)**, shall determine whether the subcontractor has
 34 the financial ability to pay the compensation and medical expenses
 35 when due and, if not, shall order the contractor to pay the compensation
 36 and medical expenses.

37 SECTION 17. IC 22-3-7-34.3 IS ADDED TO THE INDIANA
 38 CODE AS A NEW SECTION TO READ AS FOLLOWS
 39 [EFFECTIVE JULY 1, 2011]: **Sec. 34.3. (a) The worker's**
 40 **compensation board is entitled to request that an employer provide**
 41 **the board with current proof of compliance with section 34 of this**
 42 **chapter.**

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(b) If an employer fails or refuses to provide current proof of compliance by the tenth day after the employer receives the board's request under subsection (a), the board:

- (1) shall send the employer a written notice that the employer is in violation of section 34 of this chapter; and**
- (2) may assess a civil penalty against the employer of fifty dollars (\$50) per employee per day.**

(c) An employer may challenge the board's assessment of a civil penalty under subsection (b)(2) by requesting a hearing in accordance with procedures established by the board.

(d) The board shall waive a civil penalty assessed under subsection (b)(2) if the employer provides the board current proof of compliance by the twentieth day after the date the employer receives the board's notice under subsection (b)(1).

(e) If an employer fails or refuses to:

- (1) provide current proof of compliance by the twentieth day after the date the employer receives the board's notice under subsection (b)(1); or**
- (2) pay a civil penalty assessed under subsection (b)(2);**

the board may, after notice to the employer and a hearing, order that the noncompliant employer's name be listed on the board's Internet web site.

(f) A noncompliant employer's name may be removed from the board's Internet web site only after the employer does the following:

- (1) Provides current proof of compliance with section 34 of this chapter.**
- (2) Pays all civil penalties assessed under subsection (b)(2).**

(g) The civil penalties provided for in this section are cumulative.

(h) Civil penalties collected under this section shall be deposited in the worker's compensation supplemental administrative fund established by IC 22-3-5-6.

SECTION 18. IC 22-3-7-37 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 37. (a) Every employer operating under the compensation provisions of this chapter shall keep a record of all disablements by occupational disease, fatal or otherwise, received by ~~his~~ **the employer's** employees in the course of their employment. Within seven (7) days after the occurrence and knowledge thereof, as provided in section 32 of this chapter, of disablement to an employee causing ~~his~~ **the employee's** death or ~~his~~ absence from work for more than one (1) day, a report thereof shall be

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1 made in writing and mailed to the employer's insurance carrier or, if the
 2 employer is self insured, to the worker's compensation board on blanks
 3 to be procured from the board for the purpose. The insurance carrier
 4 shall mail the report to the worker's compensation board not later than
 5 seven (7) days after receipt or fourteen (14) days after the employer's
 6 knowledge of the occurrence, whichever is later. An employer or
 7 insurance carrier that fails to comply with this subsection is subject to
 8 a civil penalty of fifty dollars (\$50); to be assessed and collected by the
 9 board: Civil penalties collected under this section shall be deposited in
 10 the state general fund: **under IC 22-3-4-15.**

11 (b) The report shall contain the name, nature and location of the
 12 business of the employer, the name, age, sex, wages, occupation of the
 13 employee, the approximate dates between which exposure occurred,
 14 the nature and cause of the occupational disease, and such other
 15 information as may be required by the board.

16 (c) A person who violates this section commits a Class C infraction:

17 (d) The venue of all criminal actions for the violation of this section
 18 lies in the county in which the employee was last exposed to the
 19 occupational disease causing disablement. The prosecuting attorney of
 20 the county shall prosecute these violations upon written request of the
 21 worker's compensation board. These shall be prosecuted in the name
 22 of the state:

23 SECTION 19. An emergency is declared for this act.

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