



Reprinted
April 10, 2013

ENGROSSED HOUSE BILL No. 1320

DIGEST OF HB 1320 (Updated April 9, 2013 6:42 pm - DI 104)

Citations Affected: IC 22-3; IC 27-7.

Synopsis: Worker's compensation. Specifies, after June 30, 2014, the pecuniary liability for worker's compensation and occupational diseases compensation payments to a medical service facility. Specifies the reimbursement amounts for repackaged drugs. Provides that payment to a medical service provider located outside Indiana may not exceed the payment that would be made to the nearest similar medical service provider located in Indiana for furnishing the same service or product in Indiana. Provides that payment to a medical service provider for an implant furnished to an employee under worker's compensation or occupational diseases compensation may not exceed the invoice amount plus 25%. Allows a medical services provider to request an
(Continued next page)

Effective: July 1, 2013.

Lehman, Soliday

(SENATE SPONSORS — BOOTS, TALLIAN)

January 17, 2013, read first time and referred to Committee on Employment, Labor and Pensions.
February 19, 2013, amended, reported — Do Pass.
February 21, 2013, read second time, amended, ordered engrossed.
February 22, 2013, engrossed.
February 25, 2013, read third time, passed. Yeas 91, nays 3.
SENATE ACTION
February 27, 2013, read first time and referred to Committee on Pensions and Labor.
April 4, 2013, amended, reported favorably — Do Pass.
April 9, 2013, read second time, amended, ordered engrossed.

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explanation from a billing review service if the medical services provider's bill has been reduced as a result of the application of a Medicare coding change. Defines "medical service facility", "services and/or product", and "medical service provider" for purposes of the worker's compensation and occupational diseases compensation law. Permits the worker's compensation board (board) to review the records and medical bills of a medical service provider that an employer determines is not complying with the schedule of charges or is requiring unjustified services or products. On and after July 1, 2014, increases maximum average weekly wage by 20% and provides for graduated percentage increases for degrees of permanent partial impairment/disablement. Provides for worker's compensation insurance policy periods as permitted in certain rules. Requires that a claim filed by a medical service provider after June 30, 2015, must be: (1) filed and paid electronically; and (2) paid or denied not more than 30 days after the date the claim is received. Provides for an annual filing fee of \$2 from an employer to be deposited in the worker's compensation supplemental administrative fund. Specifies that all data collected by the worker's compensation rating bureau is considered to be confidential. Makes conforming amendments and technical corrections.

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April 10, 2013

First Regular Session 118th General Assembly (2013)

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 2012 Regular Session of the General Assembly.

ENGROSSED HOUSE BILL No. 1320

A BILL FOR AN ACT to amend the Indiana Code concerning insurance.

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

1 SECTION 1. IC 22-3-2-13 IS AMENDED TO READ AS
2 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 13. Whenever an injury
3 or death, for which compensation is payable under chapters 2 through
4 6 of this article shall have been sustained under circumstances creating
5 in some other person than the employer and not in the same employ a
6 legal liability to pay damages in respect thereto, the injured employee,
7 or **his the injured employee's** dependents, in case of death, may
8 commence legal proceedings against the other person to recover
9 damages notwithstanding the employer's or the employer's
10 compensation insurance carrier's payment of or liability to pay
11 compensation under chapters 2 through 6 of this article. In that case,
12 however, if the action against the other person is brought by the injured
13 employee or **his the injured employee's** dependents and judgment is
14 obtained and paid, and accepted or settlement is made with the other
15 person, either with or without suit, then from the amount received by
16 the employee or dependents there shall be paid to the employer or the
17 employer's compensation insurance carrier, subject to its paying its

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1 pro-rata share of the reasonable and necessary costs and expenses of
 2 asserting the third party claim, the amount of compensation paid to the
 3 employee or dependents, plus the ~~medical, surgical, hospital and~~
 4 ~~nurses'~~ services and ~~supplies products~~ and burial expenses paid by the
 5 employer or the employer's compensation insurance carrier and the
 6 liability of the employer or the employer's compensation insurance
 7 carrier to pay further compensation or other expenses shall thereupon
 8 terminate, whether or not one (1) or all of the dependents are entitled
 9 to share in the proceeds of the settlement or recovery and whether or
 10 not one (1) or all of the dependents could have maintained the action
 11 or claim for wrongful death.

12 In the event the injured employee or ~~his the employee's~~ dependents,
 13 not having received compensation or ~~medical, surgical, hospital or~~
 14 ~~nurses'~~ services and ~~supplies products~~ or death benefits from the
 15 employer or the employer's compensation insurance carrier, shall
 16 procure a judgment against the other party for injury or death, which
 17 judgment is paid, or if settlement is made with the other person either
 18 with or without suit, then the employer or the employer's compensation
 19 insurance carrier shall have no liability for payment of compensation
 20 or for payment of ~~medical, surgical, hospital or nurses'~~ services and
 21 ~~supplies products~~ or death benefits whatsoever, whether or not one (1)
 22 or all of the dependents are entitled to share in the proceeds of
 23 settlement or recovery and whether or not one (1) or all of the
 24 dependents could have maintained the action or claim for wrongful
 25 death.

26 In the event any injured employee, or in the event of ~~his the~~
 27 ~~employee's~~ death, ~~his the employee's~~ dependents, shall procure a final
 28 judgment against the other person other than by agreement, and the
 29 judgment is for a lesser sum than the ~~even amount~~ **amount** for which
 30 the employer or the employer's compensation insurance carrier is liable
 31 for compensation and for ~~medical, surgical, hospital and nurses'~~
 32 services and ~~supplies, products~~, as of the date the judgment becomes
 33 final, then the employee, or in the event of ~~his the employee's~~ death,
 34 ~~his the employee's~~ dependents, shall have the option of either
 35 collecting the judgment and repaying the employer or the employer's
 36 compensation insurance carrier for compensation previously drawn, if
 37 any, and repaying the employer or the employer's compensation
 38 insurance carrier for ~~medical, surgical, hospital and nurses'~~ services
 39 and ~~supplies products~~ previously paid, if any, and of repaying the
 40 employer or the employer's compensation insurance carrier the burial
 41 benefits paid, if any, or of assigning all rights under the judgment to the
 42 employer or the employer's compensation insurance carrier and



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1 thereafter receiving all compensation and ~~medical, surgical, hospital~~
 2 ~~and nurses' services and supplies, products,~~ to which the employee or
 3 in the event of ~~his~~ **the employee's** death, which ~~his~~ **the employee's**
 4 dependents would be entitled if there had been no action brought
 5 against the other party.

6 If the injured employee or ~~his~~ **the employee's** dependents shall
 7 agree to receive compensation from the employer or the employer's
 8 compensation insurance carrier or to accept from the employer or the
 9 employer's compensation insurance carrier, by loan or otherwise, any
 10 payment on account of the compensation, or institute proceedings to
 11 recover the same, the employer or the employer's compensation
 12 insurance carrier shall have a lien upon any settlement award, judgment
 13 or fund out of which the employee might be compensated from the
 14 third party.

15 The employee, or in the event of ~~his~~ **the employee's** death, ~~his~~ **the**
 16 **employee's** dependents, shall institute legal proceedings against the
 17 other person for damages, within two (2) years after the cause of action
 18 accrues. If, after the proceeding is commenced, it is dismissed, the
 19 employer or the employer's compensation insurance carrier, having
 20 paid compensation or having become liable therefor, may collect in
 21 their own name, or in the name of the injured employee, or, in case of
 22 death, in the name of ~~his~~ **the employee's** dependents, from the other
 23 person in whom legal liability for damages exists, the compensation
 24 paid or payable to the injured employee, or ~~his~~ **the employee's**
 25 dependents, plus ~~medical, surgical, hospital and nurses' services and~~
 26 ~~supplies, products,~~ and burial expenses paid by the employer or the
 27 employer's compensation insurance carrier or for which they have
 28 become liable. The employer or the employer's compensation insurance
 29 carrier may commence an action at law for collection against the other
 30 person in whom legal liability for damages exists, not later than one (1)
 31 year from the date the action so commenced has been dismissed,
 32 notwithstanding the provisions of any statute of limitations to the
 33 contrary.

34 If the employee, or, in the event of ~~his~~ **the employee's** death, ~~his~~ **the**
 35 **employee's** dependents, shall fail to institute legal proceedings against
 36 the other person for damages within two (2) years after the cause of
 37 action accrues, the employer or the employer's compensation insurance
 38 carrier, having paid compensation, or having been liable therefor, may
 39 collect in their own name or in the name of the injured employee, or in
 40 the case of ~~his~~ **the employee's** death, in the name of ~~his~~ **the**
 41 **employee's** dependents, from the other person in whom legal liability
 42 for damage exists, the compensation paid or payable to the injured

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1 employee, or to ~~his~~ **the employee's** dependents, plus the ~~medical,~~
 2 ~~surgical, hospital and nurses'~~ services and ~~supplies, products,~~ and
 3 burial expenses, paid by them, or for which they have become liable,
 4 and the employer or the employer's compensation insurance carrier
 5 may commence an action at law for collection against the other person
 6 in whom legal liability exists, at any time within one (1) year from the
 7 date of the expiration of the two (2) years when the action accrued to
 8 the injured employee, or, in the event of ~~his~~ **the employee's** death, to
 9 ~~his~~ **the employee's** dependents, notwithstanding the provisions of any
 10 statute of limitations to the contrary.

11 In actions brought by the employee or ~~his~~ **the employee's**
 12 dependents, ~~he or they~~ **the employee or the employee's dependents**
 13 shall, within thirty (30) days after the action is filed, notify the
 14 employer or the employer's compensation insurance carrier by personal
 15 service or registered mail, of the action and the name of the court in
 16 which such suit is brought, filing proof thereof in the action.

17 The employer or the employer's compensation insurance carrier
 18 shall pay its pro rata share of all costs and reasonably necessary
 19 expenses in connection with asserting the third party claim, action or
 20 suit, including but not limited to cost of depositions and witness fees,
 21 and to the attorney at law selected by the employee or ~~his~~ **the**
 22 **employee's** dependents, a fee of twenty-five ~~per cent percent~~ (25%),
 23 if collected without suit, of the amount of benefits actually repaid after
 24 the expenses and costs in connection with the third party claim have
 25 been deducted therefrom, and a fee of thirty-three and one-third ~~per~~
 26 **cent percent** (33 1/3%), if collected with suit, of the amount of benefits
 27 actually repaid after deduction of costs and reasonably necessary
 28 expenses in connection with the third party claim action or suit. The
 29 employer may, within ninety (90) days after receipt of notice of suit
 30 from the employee or ~~his~~ **the employee's** dependents, join in the action
 31 upon ~~his~~ **the employee's** motion so that all orders of court after hearing
 32 and judgment shall be made for ~~his~~ **the employee's** protection. An
 33 employer or ~~his~~ **the employer's** compensation insurance carrier may
 34 waive its right to reimbursement under this section and, as a result of
 35 the waiver, not have to pay the pro-rata share of costs and expenses.

36 No release or settlement of claim for damages by reason of injury or
 37 death, and no satisfaction of judgment in the proceedings, shall be valid
 38 without the written consent of both employer or the employer's
 39 compensation insurance carrier and employee or ~~his~~ **the employee's**
 40 dependents, except in the case of the employer or the employer's
 41 compensation insurance carrier, consent shall not be required where the
 42 employer or the employer's compensation insurance carrier has been



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1 fully indemnified or protected by court order.
 2 SECTION 2. IC 22-3-3-4, AS AMENDED BY P.L.67-2010,
 3 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 4 JULY 1, 2013]: Sec. 4. (a) After an injury and prior to an adjudication
 5 of permanent impairment, the employer shall furnish or cause to be
 6 furnished, free of charge to the employee, an attending physician for
 7 the treatment of the employee's injuries, and in addition thereto such
 8 ~~surgical, hospital, and nursing~~ services and ~~supplies~~ **products** as the
 9 attending physician or the worker's compensation board may deem
 10 necessary. If the employee is requested or required by the employer to
 11 submit to treatment outside the county of employment, the employer
 12 shall also pay the reasonable expense of travel, food, and lodging
 13 necessary during the travel, but not to exceed the amount paid at the
 14 time of the travel by the state to its employees under the state travel
 15 policies and procedures established by the department of
 16 administration and approved by the state budget agency. If the
 17 treatment or travel to or from the place of treatment causes a loss of
 18 working time to the employee, the employer shall reimburse the
 19 employee for the loss of wages using the basis of the employee's
 20 average daily wage.
 21 (b) During the period of temporary total disability resulting from the
 22 injury, the employer shall furnish the physician, services and ~~supplies,~~
 23 **products,** and the worker's compensation board may, on proper
 24 application of either party, require that treatment by the physician and
 25 services and ~~supplies~~ **products** be furnished by or on behalf of the
 26 employer as the worker's compensation board may deem reasonably
 27 necessary.
 28 (c) After an employee's injury has been adjudicated by agreement
 29 or award on the basis of permanent partial impairment and within the
 30 statutory period for review in such case as provided in section 27 of
 31 this chapter, the employer may continue to furnish a physician or
 32 surgeon and other medical services and ~~supplies,~~ **products,** and the
 33 worker's compensation board may within the statutory period for
 34 review as provided in section 27 of this chapter, on a proper application
 35 of either party, require that treatment by that physician and other
 36 ~~medical~~ services and ~~supplies~~ **products** be furnished by and on behalf
 37 of the employer as the worker's compensation board may deem
 38 necessary to limit or reduce the amount and extent of the employee's
 39 impairment. The refusal of the employee to accept such services and
 40 ~~supplies,~~ **products,** when provided by or on behalf of the employer,
 41 shall bar the employee from all compensation otherwise payable during
 42 the period of the refusal, and the employee's right to prosecute any

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

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

25 (e) An employer or employer's insurance carrier may not delay the
 26 provision of emergency medical care whenever emergency medical
 27 care is considered necessary in the professional judgment of the
 28 attending health care facility physician.

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

41 (g) If an accident arising out of and in the course of employment
 42 after June 30, 1997, results in the loss of or damage to an artificial



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1 member, a brace, an implant, eyeglasses, prosthodontics, or other
 2 medically prescribed device, the employer shall repair the artificial
 3 member, brace, implant, eyeglasses, prosthodontics, or other medically
 4 prescribed device or furnish an identical or a reasonably equivalent
 5 replacement.

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

9 (1) medical care furnished by ~~health care~~ **medical service**
 10 providers selected by agreement before or after injury; or

11 (2) the findings of a ~~health care~~ **medical service** provider who
 12 was chosen by agreement.

13 SECTION 3. IC 22-3-3-4.5 IS ADDED TO THE INDIANA CODE
 14 AS A **NEW** SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
 15 1, 2013]: **Sec. 4.5. (a) As used in this section, "legend drug" has the**
 16 **meaning set forth in IC 25-26-14-7.**

17 **(b) As used in this section, "repackage" has the meaning set**
 18 **forth in IC 25-26-14-9.3.**

19 **(c) This subsection does not apply to a retail or mail order**
 20 **pharmacy. Except as provided in subsection (d), whenever a**
 21 **prescription covered by IC 22-3-2 through IC 22-3-6 is filled using**
 22 **a repackaged legend drug, the maximum reimbursement amount**
 23 **for the repackaged legend drug must be computed using the**
 24 **average wholesale price set by the original manufacturer for the**
 25 **legend drug.**

26 **(d) If the National Drug Code (established under Section 510 of**
 27 **the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 360) for a**
 28 **legend drug cannot be determined from the medical service**
 29 **provider's billing or statement, the maximum reimbursement**
 30 **amount for the repackaged legend drug under subsection (c) is the**
 31 **lowest cost generic for that legend drug.**

32 **(e) This subsection does not apply to a retail or mail order**
 33 **pharmacy. The maximum period during which a medical service**
 34 **provider may dispense to an employee medication for which the**
 35 **medical service provider may receive a reimbursement under**
 36 **IC 22-3-2 through IC 22-3-6 is the period from the date of the**
 37 **employee's injury through the seventh day after the date of the**
 38 **employee's injury. A medical service provider may not be**
 39 **reimbursed under IC 22-3-2 through IC 22-3-6 for a medication**
 40 **dispensed to an employee after the seventh day after the date of the**
 41 **employee's injury.**

42 SECTION 4. IC 22-3-3-5, AS AMENDED BY P.L.168-2011,

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1 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
2 JULY 1, 2013]: Sec. 5. (a) The pecuniary liability of the employer for
3 ~~medical, surgical, hospital and nurse~~ a service **or product** herein
4 required shall be limited to **the following**:

5 **(1) This subdivision applies before July 1, 2014, to all medical**
6 **service providers, and after June 30, 2014, to a medical**
7 **service provider that is not a medical service facility.** Such
8 charges as prevail as provided under ~~IC 22-3-6-1(j)~~;
9 **IC 22-3-6-1(k)(1)**, in the same community (as defined in
10 IC 22-3-6-1(h)) for a like service or product to injured persons.

11 **(2) This subdivision applies after June 30, 2014, to a medical**
12 **service facility. The amount provided under IC 22-3-6-1(k)(2).**

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

16 (c) The right to order payment for all services **or products** provided
17 under IC 22-3-2 through IC 22-3-6 is solely with the board.

18 (d) All claims by a ~~health care~~ **medical service** provider for
19 payment for services **or products** are against the employer and the
20 employer's insurance carrier, if any, and must be made with the board
21 under IC 22-3-2 through IC 22-3-6. After June 30, 2011, a ~~health care~~
22 **medical service** provider must file an application for adjustment of a
23 claim for a ~~health care~~ **medical service** provider's fee with the board
24 not later than two (2) years after the receipt of an initial written
25 communication from the employer, the employer's insurance carrier, if
26 any, or an agent acting on behalf of the employer after the ~~health care~~
27 **medical service** provider submits a bill for services **or products**. To
28 offset a part of the board's expenses related to the administration of
29 ~~health care~~ **medical service** provider reimbursement disputes, a
30 ~~hospital or facility that is a medical service provider (as defined in~~
31 ~~IC 22-3-6-1) facility~~ shall pay a filing fee of sixty dollars (\$60) in a
32 balance billing case. The filing fee must accompany each application
33 filed with the board. If an employer, an employer's insurance carrier, or
34 an agent acting on behalf of the employer denies or fails to pay any
35 amount on a claim submitted by a ~~hospital or facility that is a medical~~
36 ~~service provider; facility~~, a filing fee is not required to accompany an
37 application that is filed for the denied or unpaid claim. A ~~health care~~
38 **medical service** provider may combine up to ten (10) individual claims
39 into one (1) application whenever:

- 40 (1) all individual claims involve the same employer, insurance
41 carrier, or billing review service; and
42 (2) the amount of each individual claim does not exceed two

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hundred dollars (\$200).
(e) The worker's compensation board may withhold the approval of the fees of the attending physician in a case until the attending physician files a report with the worker's compensation board on the form prescribed by the board.

SECTION 5. IC 22-3-3-5.2 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.2. (a) A billing review service shall adhere to the following requirements to determine the pecuniary liability of an employer or an employer's insurance carrier for a specific service or product covered under worker's compensation **provided before July 1, 2014, by all medical service providers, and after June 30, 2014, by a medical service provider that is not a medical service facility:**

(1) The formation of a billing review standard, and any subsequent analysis or revision of the standard, must use data that is based on the medical service provider billing charges as submitted to the employer and the employer's insurance carrier from the same community. This subdivision does not apply when a unique or specialized service or product does not have sufficient comparative data to allow for a reasonable comparison.

(2) Data used to determine pecuniary liability must be compiled on or before June 30 and December 31 of each year.

(3) Billing review standards must be revised for prospective future payments of medical service provider bills to provide for payment of the charges at a rate not more than the charges made by eighty percent (80%) of the medical service providers during the prior six (6) months within the same community. The data used to perform the analysis and revision of the billing review standards may not be more than two (2) years old and must be periodically updated by a representative inflationary or deflationary factor. Reimbursement for these charges may not exceed the actual charge invoiced by the medical service provider.

~~(4) The billing review standard shall include the billing charges of all hospitals in the applicable community for the service or product.~~

(b) This subsection applies after June 30, 2014, to a medical service facility. The pecuniary liability of an employer or an employer's insurance carrier for a specific service or product covered under worker's compensation and provided by a medical service facility is equal to a reasonable amount, which is established by payment of one (1) of the following:

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- 1 **(1) The amount negotiated at any time between the medical**
- 2 **service facility and any of the following:**
- 3 **(A) The employer.**
- 4 **(B) The employer's insurance carrier.**
- 5 **(C) A billing review service on behalf of a person described**
- 6 **in clause (A) or (B).**
- 7 **(D) A direct provider network that has contracted with a**
- 8 **person described in clause (A) or (B).**
- 9 **(2) Two hundred percent (200%) of the amount payable**
- 10 **under Medicare on the same date for the same service or**
- 11 **product provided by the medical service facility, if an amount**
- 12 **has not been negotiated as described in subdivision (1).**
- 13 **(3) An amount not less than one hundred twenty-five percent**
- 14 **(125%) of the cost to the medical service facility of the specific**
- 15 **service or product provided under worker's compensation, if**
- 16 **an amount has not been negotiated as described in subdivision**
- 17 **(1) and the parties have a dispute regarding the payment**
- 18 **under subdivision (2). The medical service facility shall**
- 19 **provide the cost amount required under this subdivision.**
- 20 **(c) The payment to a medical service provider located outside**
- 21 **Indiana for a service or product furnished to an employee under**
- 22 **IC 22-3-2 through IC 22-3-6 may not exceed the payment that**
- 23 **would be made to the nearest similar medical service provider**
- 24 **located in Indiana for furnishing the same service or product in**
- 25 **Indiana.**
- 26 **(d) The payment to a medical service provider for an implant**
- 27 **furnished to an employee under IC 22-3-2 through IC 22-3-6 may**
- 28 **not exceed the invoice amount plus twenty-five percent (25%).**
- 29 **(~~b~~) (e) A medical service provider may request an explanation from**
- 30 **a billing review service if the medical service provider's bill has been**
- 31 **reduced as a result of application of the eightieth percentile or of a**
- 32 **Current Procedural Terminology (CPT) or Medicare coding change.**
- 33 **The request must be made not later than sixty (60) days after receipt of**
- 34 **the notice of the reduction. If a request is made, the billing review**
- 35 **service must provide:**
- 36 **(1) the name of the billing review service used to make the**
- 37 **reduction;**
- 38 **(2) the dollar amount of the reduction;**
- 39 **(3) the dollar amount of the ~~medical~~ service or product at the**
- 40 **eightieth percentile; and**
- 41 **(4) in the case of a CPT or Medicare coding change, the basis**
- 42 **upon which the change was made;**

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1 not later than thirty (30) days after the date of the request.
 2 ~~(e)~~ **(f)** If, after a hearing, the worker's compensation board finds that
 3 a billing review service used a billing review standard that did not
 4 comply with subsection (a)(1) through ~~(a)(4)~~ **(a)(3), as applicable**, in
 5 determining the pecuniary liability of an employer or an employer's
 6 insurance carrier for a ~~health care~~ **medical service** provider's charge
 7 for services or products covered under worker's compensation, the
 8 worker's compensation board may assess a civil penalty against the
 9 billing review service in an amount not less than one hundred dollars
 10 (\$100) and not more than one thousand dollars (\$1,000).

11 SECTION 6. IC 22-3-3-5.4 IS ADDED TO THE INDIANA CODE
 12 AS A **NEW SECTION** TO READ AS FOLLOWS [EFFECTIVE JULY
 13 1, 2013]: **Sec. 5.4. (a) This section applies after June 30, 2015.**

14 **(b) A claim made by a medical service provider for payment for**
 15 **services or products provided under IC 22-3-2 through IC 22-3-6**
 16 **must be:**

- 17 **(1) filed with; and**
- 18 **(2) paid by;**
- 19 **an employer and an employer's insurance carrier, if any,**
 20 **electronically.**

21 **(c) A medical service provider shall submit only the following**
 22 **forms for payment by an employer or an employer's insurance**
 23 **carrier:**

- 24 **(1) CMS-1500.**
- 25 **(2) CMS-1450 (UB-04).**
- 26 **(3) American Dental Association (ADA) claim form.**
- 27 **(4) ANSI-837I.**

28 **(d) Not more than thirty (30) days after the date on which the**
 29 **claim is received, the employer or the employer's insurance carrier**
 30 **shall pay or deny the claim made by the medical service provider.**

31 SECTION 7. IC 22-3-3-10, AS AMENDED BY P.L.3-2008,
 32 SECTION 156, IS AMENDED TO READ AS FOLLOWS
 33 [EFFECTIVE JULY 1, 2013]: Sec. 10. (a) With respect to injuries in
 34 the schedule set forth in subsection (d) occurring on and after July 1,
 35 1979, and before July 1, 1988, the employee shall receive, in addition
 36 to temporary total disability benefits not to exceed fifty-two (52) weeks
 37 on account of the injury, a weekly compensation of sixty percent (60%)
 38 of the employee's average weekly wages, not to exceed one hundred
 39 twenty-five dollars (\$125) average weekly wages, for the period stated
 40 for the injury.

41 (b) With respect to injuries in the schedule set forth in subsection
 42 (d) occurring on and after July 1, 1988, and before July 1, 1989, the

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1 employee shall receive, in addition to temporary total disability benefits
2 not exceeding seventy-eight (78) weeks on account of the injury, a
3 weekly compensation of sixty percent (60%) of the employee's average
4 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
5 average weekly wages, for the period stated for the injury.

6 (c) With respect to injuries in the schedule set forth in subsection
7 (d) occurring on and after July 1, 1989, and before July 1, 1990, the
8 employee shall receive, in addition to temporary total disability benefits
9 not exceeding seventy-eight (78) weeks on account of the injury, a
10 weekly compensation of sixty percent (60%) of the employee's average
11 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
12 average weekly wages, for the period stated for the injury.

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

20 (1) Amputation: For the loss by separation of the thumb, sixty
21 (60) weeks, of the index finger forty (40) weeks, of the second
22 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
23 weeks, of the fourth or little finger twenty (20) weeks, of the hand
24 by separation below the elbow joint two hundred (200) weeks, or
25 the arm above the elbow two hundred fifty (250) weeks, of the big
26 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
27 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
28 of the fifth or little toe ten (10) weeks, for loss occurring on and
29 after April 1, 1959, by separation of the foot below the knee joint,
30 one hundred seventy-five (175) weeks and of the leg above the
31 knee joint two hundred twenty-five (225) weeks. The loss of more
32 than one (1) phalange of a thumb or toes shall be considered as
33 the loss of the entire thumb or toe. The loss of more than two (2)
34 phalanges of a finger shall be considered as the loss of the entire
35 finger. The loss of not more than one (1) phalange of a thumb or
36 toe shall be considered as the loss of one-half (1/2) of the thumb
37 or toe and compensation shall be paid for one-half (1/2) of the
38 period for the loss of the entire thumb or toe. The loss of not more
39 than one (1) phalange of a finger shall be considered as the loss
40 of one-third (1/3) of the finger and compensation shall be paid for
41 one-third (1/3) the period for the loss of the entire finger. The loss
42 of more than one (1) phalange of the finger but not more than two

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1 (2) phalanges of the finger, shall be considered as the loss of
2 one-half (1/2) of the finger and compensation shall be paid for
3 one-half (1/2) of the period for the loss of the entire finger.

4 (2) For the loss by separation of both hands or both feet or the
5 total sight of both eyes, or any two (2) such losses in the same
6 accident, five hundred (500) weeks.

7 (3) For the permanent and complete loss of vision by enucleation
8 or its reduction to one-tenth (1/10) of normal vision with glasses,
9 one hundred seventy-five (175) weeks.

10 (4) For the permanent and complete loss of hearing in one (1) ear,
11 seventy-five (75) weeks, and in both ears, two hundred (200)
12 weeks.

13 (5) For the loss of one (1) testicle, fifty (50) weeks; for the loss of
14 both testicles, one hundred fifty (150) weeks.

15 (e) With respect to injuries in the schedule set forth in subsection
16 (h) occurring on and after July 1, 1979, and before July 1, 1988, the
17 employee shall receive, in addition to temporary total disability benefits
18 not exceeding fifty-two (52) weeks on account of the injury, a weekly
19 compensation of sixty percent (60%) of the employee's average weekly
20 wages not to exceed one hundred twenty-five dollars (\$125) average
21 weekly wages for the period stated for the injury.

22 (f) With respect to injuries in the schedule set forth in subsection (h)
23 occurring on and after July 1, 1988, and before July 1, 1989, the
24 employee shall receive, in addition to temporary total disability benefits
25 not exceeding seventy-eight (78) weeks on account of the injury, a
26 weekly compensation of sixty percent (60%) of the employee's average
27 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
28 average weekly wages, for the period stated for the injury.

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

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



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- 1 (1) Loss of use: The total permanent loss of the use of an arm,
- 2 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
- 3 as the equivalent of the loss by separation of the arm, hand,
- 4 thumb, finger, leg, foot, toe, or phalange, and compensation shall
- 5 be paid for the same period as for the loss thereof by separation.
- 6 (2) Partial loss of use: For the permanent partial loss of the use of
- 7 an arm, hand, thumb, finger, leg, foot, toe, or phalange,
- 8 compensation shall be paid for the proportionate loss of the use of
- 9 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 10 (3) For injuries resulting in total permanent disability, five
- 11 hundred (500) weeks.
- 12 (4) For any permanent reduction of the sight of an eye less than a
- 13 total loss as specified in subsection (d)(3), compensation shall be
- 14 paid for a period proportionate to the degree of such permanent
- 15 reduction without correction or glasses. However, when such
- 16 permanent reduction without correction or glasses would result in
- 17 one hundred percent (100%) loss of vision, but correction or
- 18 glasses would result in restoration of vision, then in such event
- 19 compensation shall be paid for fifty percent (50%) of such total
- 20 loss of vision without glasses, plus an additional amount equal to
- 21 the proportionate amount of such reduction with glasses, not to
- 22 exceed an additional fifty percent (50%).
- 23 (5) For any permanent reduction of the hearing of one (1) or both
- 24 ears, less than the total loss as specified in subsection (d)(4),
- 25 compensation shall be paid for a period proportional to the degree
- 26 of such permanent reduction.
- 27 (6) In all other cases of permanent partial impairment,
- 28 compensation proportionate to the degree of such permanent
- 29 partial impairment, in the discretion of the worker's compensation
- 30 board, not exceeding five hundred (500) weeks.
- 31 (7) In all cases of permanent disfigurement which may impair the
- 32 future usefulness or opportunities of the employee, compensation,
- 33 in the discretion of the worker's compensation board, not
- 34 exceeding two hundred (200) weeks, except that no compensation
- 35 shall be payable under this subdivision where compensation is
- 36 payable elsewhere in this section.
- 37 (i) With respect to injuries in the following schedule occurring on
- 38 and after July 1, 1991, the employee shall receive in addition to
- 39 temporary total disability benefits, not exceeding one hundred
- 40 twenty-five (125) weeks on account of the injury, compensation in an
- 41 amount determined under the following schedule to be paid weekly at
- 42 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's

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1 average weekly wages during the fifty-two (52) weeks immediately
2 preceding the week in which the injury occurred.

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

20 (2) Amputations: For the loss by separation of any of the body
21 parts described in subdivision (1) on or after July 1, 1997, and for
22 the loss by separation of any of the body parts described in
23 subdivision (3), ~~(5)~~, (4), or (8), on or after July 1, 1999, the dollar
24 values per degree applying on the date of the injury as described
25 in subsection (j) shall be multiplied by two (2). However, the
26 doubling provision of this subdivision does not apply to a loss of
27 use that is not a loss by separation.

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



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

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

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

13 (j) Compensation for permanent partial impairment shall be paid
14 according to the degree of permanent impairment for the injury
15 determined under subsection (i) and the following:

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

23 (2) With respect to injuries occurring on and after July 1, 1992,
24 and before July 1, 1993, for each degree of permanent impairment
25 from one (1) to twenty (20), five hundred dollars (\$500) per
26 degree; for each degree of permanent impairment from
27 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
28 per degree; for each degree of permanent impairment from
29 thirty-six (36) to fifty (50), one thousand three hundred dollars
30 (\$1,300) per degree; for each degree of permanent impairment
31 above fifty (50), one thousand seven hundred dollars (\$1,700) per
32 degree.

33 (3) With respect to injuries occurring on and after July 1, 1993,
34 and before July 1, 1997, for each degree of permanent impairment
35 from one (1) to ten (10), five hundred dollars (\$500) per degree;
36 for each degree of permanent impairment from eleven (11) to
37 twenty (20), seven hundred dollars (\$700) per degree; for each
38 degree of permanent impairment from twenty-one (21) to
39 thirty-five (35), one thousand dollars (\$1,000) per degree; for
40 each degree of permanent impairment from thirty-six (36) to fifty
41 (50), one thousand four hundred dollars (\$1,400) per degree; for
42 each degree of permanent impairment above fifty (50), one

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- 1 thousand seven hundred dollars (\$1,700) per degree.
2 (4) With respect to injuries occurring on and after July 1, 1997,
3 and before July 1, 1998, for each degree of permanent impairment
4 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
5 degree; for each degree of permanent impairment from eleven
6 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
7 for each degree of permanent impairment from thirty-six (36) to
8 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
9 for each degree of permanent impairment above fifty (50), one
10 thousand seven hundred dollars (\$1,700) per degree.
11 (5) With respect to injuries occurring on and after July 1, 1998,
12 and before July 1, 1999, for each degree of permanent impairment
13 from one (1) to ten (10), seven hundred fifty dollars (\$750) per
14 degree; for each degree of permanent impairment from eleven
15 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;
16 for each degree of permanent impairment from thirty-six (36) to
17 fifty (50), one thousand four hundred dollars (\$1,400) per degree;
18 for each degree of permanent impairment above fifty (50), one
19 thousand seven hundred dollars (\$1,700) per degree.
20 (6) With respect to injuries occurring on and after July 1, 1999,
21 and before July 1, 2000, for each degree of permanent impairment
22 from one (1) to ten (10), nine hundred dollars (\$900) per degree;
23 for each degree of permanent impairment from eleven (11) to
24 thirty-five (35), one thousand one hundred dollars (\$1,100) per
25 degree; for each degree of permanent impairment from thirty-six
26 (36) to fifty (50), one thousand six hundred dollars (\$1,600) per
27 degree; for each degree of permanent impairment above fifty (50),
28 two thousand dollars (\$2,000) per degree.
29 (7) With respect to injuries occurring on and after July 1, 2000,
30 and before July 1, 2001, for each degree of permanent impairment
31 from one (1) to ten (10), one thousand one hundred dollars
32 (\$1,100) per degree; for each degree of permanent impairment
33 from eleven (11) to thirty-five (35), one thousand three hundred
34 dollars (\$1,300) per degree; for each degree of permanent
35 impairment from thirty-six (36) to fifty (50), two thousand dollars
36 (\$2,000) per degree; for each degree of permanent impairment
37 above fifty (50), two thousand five hundred fifty dollars (\$2,500)
38 per degree.
39 (8) With respect to injuries occurring on and after July 1, 2001,
40 and before July 1, 2007, for each degree of permanent impairment
41 from one (1) to ten (10), one thousand three hundred dollars
42 (\$1,300) per degree; for each degree of permanent impairment

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1 from eleven (11) to thirty-five (35), one thousand five hundred
 2 dollars (\$1,500) per degree; for each degree of permanent
 3 impairment from thirty-six (36) to fifty (50), two thousand four
 4 hundred dollars (\$2,400) per degree; for each degree of
 5 permanent impairment above fifty (50), three thousand dollars
 6 (\$3,000) per degree.

7 (9) With respect to injuries occurring on and after July 1, 2007,
 8 and before July 1, 2008, for each degree of permanent impairment
 9 from one (1) to ten (10), one thousand three hundred forty dollars
 10 (\$1,340) per degree; for each degree of permanent impairment
 11 from eleven (11) to thirty-five (35), one thousand five hundred
 12 forty-five dollars (\$1,545) per degree; for each degree of
 13 permanent impairment from thirty-six (36) to fifty (50), two
 14 thousand four hundred seventy-five dollars (\$2,475) per degree;
 15 for each degree of permanent impairment above fifty (50), three
 16 thousand one hundred fifty dollars (\$3,150) per degree.

17 (10) With respect to injuries occurring on and after July 1, 2008,
 18 and before July 1, 2009, for each degree of permanent impairment
 19 from one (1) to ten (10), one thousand three hundred sixty-five
 20 dollars (\$1,365) per degree; for each degree of permanent
 21 impairment from eleven (11) to thirty-five (35), one thousand five
 22 hundred seventy dollars (\$1,570) per degree; for each degree of
 23 permanent impairment from thirty-six (36) to fifty (50), two
 24 thousand five hundred twenty-five dollars (\$2,525) per degree; for
 25 each degree of permanent impairment above fifty (50), three
 26 thousand two hundred dollars (\$3,200) per degree.

27 (11) With respect to injuries occurring on and after July 1, 2009,
 28 and before July 1, 2010, for each degree of permanent impairment
 29 from one (1) to ten (10), one thousand three hundred eighty
 30 dollars (\$1,380) per degree; for each degree of permanent
 31 impairment from eleven (11) to thirty-five (35), one thousand five
 32 hundred eighty-five dollars (\$1,585) per degree; for each degree
 33 of permanent impairment from thirty-six (36) to fifty (50), two
 34 thousand six hundred dollars (\$2,600) per degree; for each degree
 35 of permanent impairment above fifty (50), three thousand three
 36 hundred dollars (\$3,300) per degree.

37 (12) With respect to injuries occurring on and after July 1, 2010,
 38 **and before July 1, 2014**, for each degree of permanent
 39 impairment from one (1) to ten (10), one thousand four hundred
 40 dollars (\$1,400) per degree; for each degree of permanent
 41 impairment from eleven (11) to thirty-five (35), one thousand six
 42 hundred dollars (\$1,600) per degree; for each degree of

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1 permanent impairment from thirty-six (36) to fifty (50), two
 2 thousand seven hundred dollars (\$2,700) per degree; for each
 3 degree of permanent impairment above fifty (50), three thousand
 4 five hundred dollars (\$3,500) per degree.

5 **(13) With respect to injuries occurring on and after July 1,**
 6 **2014, for each degree of permanent impairment from one (1)**
 7 **to ten (10), one thousand seven hundred fifty dollars (\$1,750)**
 8 **per degree; for each degree of permanent impairment from**
 9 **eleven (11) to thirty-five (35), one thousand nine hundred**
 10 **fifty-two dollars (\$1,952) per degree; for each degree of**
 11 **permanent impairment from thirty-six (36) to fifty (50), three**
 12 **thousand one hundred eighty-six dollars (\$3,186) per degree;**
 13 **for each degree of permanent impairment above fifty (50),**
 14 **four thousand sixty dollars (\$4,060) per degree.**

15 (k) The average weekly wages used in the determination of
 16 compensation for permanent partial impairment under subsections (i)
 17 and (j) shall not exceed the following:

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

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

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

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

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

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

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

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

34 (9) With respect to injuries occurring on or after July 1, 2001, and
 35 before July 1, 2002, eight hundred twenty-two dollars (\$822).

36 (10) With respect to injuries occurring on or after July 1, 2002,
 37 and before July 1, 2006, eight hundred eighty-two dollars (\$882).

38 (11) With respect to injuries occurring on or after July 1, 2006,
 39 and before July 1, 2007, nine hundred dollars (\$900).

40 (12) With respect to injuries occurring on or after July 1, 2007,
 41 and before July 1, 2008, nine hundred thirty dollars (\$930).

42 (13) With respect to injuries occurring on or after July 1, 2008,

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1 and before July 1, 2009, nine hundred fifty-four dollars (\$954).
2 (14) With respect to injuries occurring on or after July 1, 2009,
3 **and before July 1, 2014**, nine hundred seventy-five dollars
4 (\$975).

5 **(15) With respect to injuries occurring on or after July 1,**
6 **2014, one thousand one hundred seventy dollars (\$1,170).**

7 SECTION 8. IC 22-3-3-22, AS AMENDED BY P.L.134-2006,
8 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
9 JULY 1, 2013]: Sec. 22. (a) In computing compensation for temporary
10 total disability, temporary partial disability, and total permanent
11 disability, with respect to injuries occurring on and after July 1, 1985,
12 and before July 1, 1986, the average weekly wages are considered to
13 be:

- 14 (1) not more than two hundred sixty-seven dollars (\$267); and
 - 15 (2) not less than seventy-five dollars (\$75).
- 16 However, the weekly compensation payable shall not exceed the
17 average weekly wages of the employee at the time of the injury.

18 (b) In computing compensation for temporary total disability,
19 temporary partial disability, and total permanent disability, with respect
20 to injuries occurring on and after July 1, 1986, and before July 1, 1988,
21 the average weekly wages are considered to be:

- 22 (1) not more than two hundred eighty-five dollars (\$285); and
 - 23 (2) not less than seventy-five dollars (\$75).
- 24 However, the weekly compensation payable shall not exceed the
25 average weekly wages of the employee at the time of the injury.

26 (c) In computing compensation for temporary total disability,
27 temporary partial disability, and total permanent disability, with respect
28 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
29 the average weekly wages are considered to be:

- 30 (1) not more than three hundred eighty-four dollars (\$384); and
 - 31 (2) not less than seventy-five dollars (\$75).
- 32 However, the weekly compensation payable shall not exceed the
33 average weekly wages of the employee at the time of the injury.

34 (d) In computing compensation for temporary total disability,
35 temporary partial disability, and total permanent disability, with respect
36 to injuries occurring on and after July 1, 1989, and before July 1, 1990,
37 the average weekly wages are considered to be:

- 38 (1) not more than four hundred eleven dollars (\$411); and
 - 39 (2) not less than seventy-five dollars (\$75).
- 40 However, the weekly compensation payable shall not exceed the
41 average weekly wages of the employee at the time of the injury.

42 (e) In computing compensation for temporary total disability,

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1 temporary partial disability, and total permanent disability, with respect
 2 to injuries occurring on and after July 1, 1990, and before July 1, 1991,
 3 the average weekly wages are considered to be:

4 (1) not more than four hundred forty-one dollars (\$441); and

5 (2) not less than seventy-five dollars (\$75).

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

8 (f) In computing compensation for temporary total disability,
 9 temporary partial disability, and total permanent disability, with respect
 10 to injuries occurring on and after July 1, 1991, and before July 1, 1992,
 11 the average weekly wages are considered to be:

12 (1) not more than four hundred ninety-two dollars (\$492); and

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

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

16 (g) In computing compensation for temporary total disability,
 17 temporary partial disability, and total permanent disability, with respect
 18 to injuries occurring on and after July 1, 1992, and before July 1, 1993,
 19 the average weekly wages are considered to be:

20 (1) not more than five hundred forty dollars (\$540); and

21 (2) not less than seventy-five dollars (\$75).

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

24 (h) In computing compensation for temporary total disability,
 25 temporary partial disability, and total permanent disability, with respect
 26 to injuries occurring on and after July 1, 1993, and before July 1, 1994,
 27 the average weekly wages are considered to be:

28 (1) not more than five hundred ninety-one dollars (\$591); and

29 (2) not less than seventy-five dollars (\$75).

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

32 (i) In computing compensation for temporary total disability,
 33 temporary partial disability, and total permanent disability, with respect
 34 to injuries occurring on and after July 1, 1994, and before July 1, 1997,
 35 the average weekly wages are considered to be:

36 (1) not more than six hundred forty-two dollars (\$642); and

37 (2) not less than seventy-five dollars (\$75).

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

40 (j) In computing compensation for temporary total disability,
 41 temporary partial disability, and total permanent disability, the average
 42 weekly wages are considered to be:

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- 1 (1) with respect to injuries occurring on and after July 1, 1997,
2 and before July 1, 1998:
3 (A) not more than six hundred seventy-two dollars (\$672); and
4 (B) not less than seventy-five dollars (\$75);
5 (2) with respect to injuries occurring on and after July 1, 1998,
6 and before July 1, 1999:
7 (A) not more than seven hundred two dollars (\$702); and
8 (B) not less than seventy-five dollars (\$75);
9 (3) with respect to injuries occurring on and after July 1, 1999,
10 and before July 1, 2000:
11 (A) not more than seven hundred thirty-two dollars (\$732);
12 and
13 (B) not less than seventy-five dollars (\$75);
14 (4) with respect to injuries occurring on and after July 1, 2000,
15 and before July 1, 2001:
16 (A) not more than seven hundred sixty-two dollars (\$762); and
17 (B) not less than seventy-five dollars (\$75);
18 (5) with respect to injuries occurring on and after July 1, 2001,
19 and before July 1, 2002:
20 (A) not more than eight hundred twenty-two dollars (\$822);
21 and
22 (B) not less than seventy-five dollars (\$75);
23 (6) with respect to injuries occurring on and after July 1, 2002,
24 and before July 1, 2006:
25 (A) not more than eight hundred eighty-two dollars (\$882);
26 and
27 (B) not less than seventy-five dollars (\$75);
28 (7) with respect to injuries occurring on and after July 1, 2006,
29 and before July 1, 2007:
30 (A) not more than nine hundred dollars (\$900); and
31 (B) not less than seventy-five dollars (\$75);
32 (8) with respect to injuries occurring on and after July 1, 2007,
33 and before July 1, 2008:
34 (A) not more than nine hundred thirty dollars (\$930); and
35 (B) not less than seventy-five dollars (\$75);
36 (9) with respect to injuries occurring on and after July 1, 2008,
37 and before July 1, 2009:
38 (A) not more than nine hundred fifty-four dollars (\$954); and
39 (B) not less than seventy-five dollars (\$75); ~~and~~
40 (10) with respect to injuries occurring on and after July 1, 2009,
41 **and before July 1, 2014:**
42 (A) not more than nine hundred seventy-five dollars (\$975);

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- 1 and
- 2 (B) not less than seventy-five dollars (\$75); **and**
- 3 **(11) with respect to injuries occurring on and after July 1,**
- 4 **2014:**
- 5 **(A) not more than one thousand one hundred seventy**
- 6 **dollars (\$1,170); and**
- 7 **(B) not less than seventy-five dollars (\$75).**

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

10 (k) With respect to any injury occurring on and after July 1, 1985,
 11 and before July 1, 1986, the maximum compensation, exclusive of
 12 medical benefits, which may be paid for an injury under any provisions
 13 of this law or any combination of provisions may not exceed
 14 eighty-nine thousand dollars (\$89,000) in any case.

15 (l) With respect to any injury occurring on and after July 1, 1986,
 16 and before July 1, 1988, the maximum compensation, exclusive of
 17 medical benefits, which may be paid for an injury under any provisions
 18 of this law or any combination of provisions may not exceed
 19 ninety-five thousand dollars (\$95,000) in any case.

20 (m) With respect to any injury occurring on and after July 1, 1988,
 21 and before July 1, 1989, the maximum compensation, exclusive of
 22 medical benefits, which may be paid for an injury under any provisions
 23 of this law or any combination of provisions may not exceed one
 24 hundred twenty-eight thousand dollars (\$128,000) in any case.

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

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

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

40 (q) With respect to any injury occurring on and after July 1, 1992,
 41 and before July 1, 1993, the maximum compensation, exclusive of
 42 medical benefits, that may be paid for an injury under any provisions

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1 of this law or any combination of provisions may not exceed one
 2 hundred eighty thousand dollars (\$180,000) in any case.
 3 (r) With respect to any injury occurring on and after July 1, 1993,
 4 and before July 1, 1994, the maximum compensation, exclusive of
 5 medical benefits, that may be paid for an injury under any provisions
 6 of this law or any combination of provisions may not exceed one
 7 hundred ninety-seven thousand dollars (\$197,000) in any case.
 8 (s) With respect to any injury occurring on and after July 1, 1994,
 9 and before July 1, 1997, the maximum compensation, exclusive of
 10 medical benefits, which may be paid for an injury under any provisions
 11 of this law or any combination of provisions may not exceed two
 12 hundred fourteen thousand dollars (\$214,000) in any case.
 13 (t) The maximum compensation, exclusive of medical benefits, that
 14 may be paid for an injury under any provision of this law or any
 15 combination of provisions may not exceed the following amounts in
 16 any case:
 17 (1) With respect to an injury occurring on and after July 1, 1997,
 18 and before July 1, 1998, two hundred twenty-four thousand
 19 dollars (\$224,000).
 20 (2) With respect to an injury occurring on and after July 1, 1998,
 21 and before July 1, 1999, two hundred thirty-four thousand dollars
 22 (\$234,000).
 23 (3) With respect to an injury occurring on and after July 1, 1999,
 24 and before July 1, 2000, two hundred forty-four thousand dollars
 25 (\$244,000).
 26 (4) With respect to an injury occurring on and after July 1, 2000,
 27 and before July 1, 2001, two hundred fifty-four thousand dollars
 28 (\$254,000).
 29 (5) With respect to an injury occurring on and after July 1, 2001,
 30 and before July 1, 2002, two hundred seventy-four thousand
 31 dollars (\$274,000).
 32 (6) With respect to an injury occurring on and after July 1, 2002,
 33 and before July 1, 2006, two hundred ninety-four thousand dollars
 34 (\$294,000).
 35 (7) With respect to an injury occurring on and after July 1, 2006,
 36 and before July 1, 2007, three hundred thousand dollars
 37 (\$300,000).
 38 (8) With respect to an injury occurring on and after July 1, 2007,
 39 and before July 1, 2008, three hundred ten thousand dollars
 40 (\$310,000).
 41 (9) With respect to an injury occurring on and after July 1, 2008,
 42 and before July 1, 2009, three hundred eighteen thousand dollars

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- 1 (\$318,000).
- 2 (10) With respect to an injury occurring on and after July 1, 2009,
- 3 **and before July 1, 2014**, three hundred twenty-five thousand
- 4 dollars (\$325,000).
- 5 **(11) With respect to an injury occurring on and after July 1,**
- 6 **2014, three hundred ninety thousand dollars (\$390,000).**

7 SECTION 9. IC 22-3-5-2 IS AMENDED TO READ AS FOLLOWS
 8 [EFFECTIVE JULY 1, 2013]: Sec. 2. An employer required to carry
 9 insurance under IC 22-3-2-5 and section 1 of this chapter shall file with
 10 the worker's compensation board, in the form prescribed by ~~it~~, **the**
 11 **board**, within ten (10) days after the termination of the employer's
 12 insurance by expiration or cancellation, evidence of the employer's
 13 compliance with section 1 of this chapter and other provisions relating
 14 to the insurance under IC 22-3-2 through IC 22-3-6 and shall pay a
 15 filing fee in the amount of:

- 16 (1) ten dollars (\$10) before July 1, 1992; ~~and~~
- 17 (2) five dollars (\$5) on and after July 1, 1992, and before July 1,
- 18 1995; ~~and~~
- 19 (3) **two dollars (\$2), after July 1, 2013.**

20 **This filing fee shall be deposited in the worker's compensation**
 21 **supplemental administrative fund established by section 6 of this**
 22 **chapter and used to offset a part of the board's expenses related to**
 23 **the administration of health care provider reimbursement**
 24 **disputes.** Proof of renewal of an existing insurance policy may be filed
 25 every three (3) years, but the filing fee for the policy shall be paid
 26 annually. An employer coming under the compensation provisions of
 27 IC 22-3-2 through IC 22-3-6 shall in a like manner file like evidence of
 28 compliance on the employer's part.

29 SECTION 10. IC 22-3-5-5 IS AMENDED TO READ AS
 30 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5. (a) No insurer shall
 31 enter into or issue any policy of insurance under IC 22-3-2 through
 32 IC 22-3-6 until its policy form shall have been submitted to and
 33 approved by the department of insurance.

34 (b) All policies of insurance companies and of reciprocal insurance
 35 associations insuring the payment of compensation under IC 22-3-2
 36 through IC 22-3-6 are conclusively presumed to cover all the
 37 employees and the entire compensation liability of the insured. Any
 38 provision in any policy attempting to limit or modify the liability of the
 39 company or association issuing the same shall be wholly void.

40 (c) Every policy of any such company or association is deemed to
 41 include the following provisions and any change in the policy which
 42 may be required by any statute enacted after May 21, 1929, as fully as

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if they were written in the policy:

(1) Except as provided in section 5.5 of this chapter, the insurer hereby assumes in full all the obligations to pay physician's fees, nurse's charges, hospital services, hospital supplies, burial expenses, compensation, or death benefits imposed upon or accepted by the insured under the provisions of IC 22-3-2 through IC 22-3-6.

(2) This policy is made subject to IC 22-3-2 through IC 22-3-6 relative to the liability of the insured to pay physician's fees, nurse's charges, hospital services, hospital supplies, burial expenses, compensation, or death benefits to and for the employees, the acceptance of such liability by the insured, the adjustment, trial, and adjudication of claims for such physician's fees, nurse's charges, hospital services, hospital supplies, burial expenses, compensation, or death benefits, and the liability of the insurer to pay the same are and shall be a part of this policy contract as fully and completely as if written in this policy.

(3) As between this insurer and the employee, notice to or knowledge of the occurrence of the injury on the part of the insured (the employer) shall be notice or knowledge thereof, on the part of the insurer. The jurisdiction of the insured (the employer) for the purpose of IC 22-3-2 through IC 22-3-6 shall be the jurisdiction of this insurer. This insurer shall in all things be bound by and shall be subject to the awards, judgments, and decrees rendered against the insured (the employer) under IC 22-3-2 through IC 22-3-6.

(4) This insurer will promptly pay to the person entitled to the same all benefits conferred by IC 22-3-2 through IC 22-3-6, including physician's fees, nurse's charges, hospital services, hospital supplies, burial expenses, and all installments of compensation or death benefits that may be awarded or agreed upon under IC 22-3-2 through IC 22-3-6. The obligation of this insurer shall not be affected by any default of the insured (the employer) after the injury or by any default in giving of any notice required by this policy, or otherwise. This policy is a direct promise by this insurer to the person entitled to physician's fees, nurse's charges, fees for hospital services, charges for hospital supplies, charges for burial compensation, or death benefits, and shall be enforceable in the name of the person.

(5) Any termination of this policy by cancellation shall not be effective as to employees of the insured covered hereby unless at least ten (10) days prior to the taking effect of such cancellation,

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1 a written notice giving the date upon which such termination is to
2 become effective has been received by the worker's compensation
3 board of Indiana at its office in Indianapolis, Indiana.

4 (6) This policy shall automatically expire one (1) year from the
5 effective date of the policy unless:

6 (A) the policy covers a period of three (3) years, in which
7 event, it shall automatically expire three (3) years from the
8 effective date of the policy; ~~or~~

9 (B) the policy is issued as a continuous policy, in which event
10 it shall not expire until terminated by the insured or the insurer
11 in accord with applicable state law and applicable policy
12 provisions; ~~or~~

13 **(C) the policy covers a period permitted in bureau rules**
14 **under IC 27-7-2-20.**

15 The termination of a policy, as provided in this subdivision, shall
16 be effective as to the employees of the insured covered by the
17 policy.

18 (d) All claims for compensation, nurse's charges, hospital services,
19 hospital supplies, physician's fees, or burial expenses may be made
20 directly against either the employer or the insurer or both, and the
21 award of the worker's compensation board may be made against either
22 the employer or the insurer or both. If any insurer shall fail or refuse to
23 pay final award or judgment (except during the pendency of an appeal)
24 rendered against it, or its insured, or, if it shall fail or refuse to comply
25 with any provision of IC 22-3-2 through IC 22-3-6, the board shall not
26 accept any further proofs of insurance from it until it shall have paid
27 the award or judgment or complied with the violated provision of
28 IC 22-3-2 through IC 22-3-6.

29 SECTION 11. IC 22-3-5-5.5 IS AMENDED TO READ AS
30 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.5. (a) Each insurer
31 entering into or issuing an insurance policy under IC 22-3-2 through
32 IC 22-3-7 may, as a part of the policy or as an optional endorsement to
33 the policy, offer deductibles or co-insurance, or both, that are optional
34 to the insured for benefits under IC 22-3-2 through IC 22-3-7. Each
35 insurer may do the following:

36 (1) Offer deductibles in multiples of five hundred dollars (\$500),
37 up to a maximum of five thousand dollars (\$5,000) per
38 compensable claim.

39 (2) Offer co-insurance for each compensable claim. The following
40 apply to co-insurance provided under this subdivision:

41 (A) The co-insurance must require the insurer to pay eighty
42 percent (80%) and the insured to pay twenty percent (20%) of

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- 1 the amount of benefits due to an employee for an injury
- 2 compensable under IC 22-3-2 through IC 22-3-7.
- 3 (B) An insured employer may not be required to pay more than
- 4 four thousand two hundred dollars (\$4,200) in co-insurance
- 5 under this subdivision for each compensable claim.
- 6 (b) An insurer shall fully disclose in writing to prospective
- 7 policyholders the deductibles and co-insurance offered under
- 8 subsection (a). An insured employer who chooses a deductible under
- 9 subsection (a):
- 10 (1) may choose only one (1) deductible amount; and
- 11 (2) is liable for the amount of the deductible for benefits paid for
- 12 each compensable claim of an employee under IC 22-3-2 through
- 13 IC 22-3-7.
- 14 (c) An insurer shall do the following:
- 15 (1) Where a policy provides for a deductible, the insurer shall:
- 16 (A) pay all or a part of the deductible amount, whichever is
- 17 applicable to a compensable claim, to the person or medical
- 18 **service** provider entitled to the benefits under IC 22-3-2
- 19 through IC 22-3-7; and
- 20 (B) seek reimbursement from the employer from the
- 21 applicable deductible.
- 22 (2) Where a policy provides a deductible or co-insurance, the
- 23 insurance company shall pay the full cost of the claim. The
- 24 insurance company shall seek reimbursement from the insured
- 25 employer for its portion of the liability following closing of the
- 26 claim or when twenty percent (20%) of the benefits paid exceed
- 27 four thousand two hundred dollars (\$4,200).
- 28 (d) The payment or nonpayment of a deductible or co-insurance
- 29 amount by an insured employer to the insurer shall be treated under the
- 30 policy insuring the liability for worker's compensation in the same
- 31 manner as payment or nonpayment of premiums is treated.
- 32 (e) The premium reduction for deductibles or for co-insurance shall
- 33 be determined before the application of any experience modifications,
- 34 premium surcharges, or premium discounts. The applicable premium
- 35 reduction percentage is the percentage corresponding to the appropriate
- 36 deductible or co-insurance amount. The premium reduction is obtained
- 37 by the application of the appropriate reduction percentage, shown
- 38 under miscellaneous values in the rate pages, to the premium
- 39 determined before application of any experience or schedule
- 40 modification, premium discounts, or any retrospective rating plan.
- 41 (f) This section does not apply to the following:
- 42 (1) An employer that is authorized to self-insure against liability

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1 for claims under IC 22-3-2 through IC 22-3-6.
2 (2) Group self-insurance funds for claims under IC 22-3-2
3 through IC 22-3-6.
4 (g) A deductible or co-insurance provided under this section applies
5 against the total of all benefits paid for a compensable claim, including
6 benefits paid under the following:
7 (1) IC 22-3-3-4.
8 (2) IC 22-3-3-8 through IC 22-3-3-10.
9 (3) IC 22-3-3-17.
10 (4) IC 22-3-3-22.
11 (h) An employer may not use the employer's election of a deductible
12 or co-insurance under this section or the payment of a deductible or
13 co-insurance under this section in negotiating with the employer's
14 employees on any terms of employment. An employee of an employer
15 that knowingly violates this subsection may file a complaint with the
16 department of labor. The department of labor may impose a civil
17 penalty of not more than one thousand dollars (\$1,000) against an
18 employer that knowingly violates this subsection.
19 (i) This subsection applies to an employee of an employer that has
20 paid a deductible or co-insurance under this section and to the
21 employee's dependents. If an employee or a dependent recovers
22 damages against a third party under IC 22-3-2-13, the insurer shall
23 provide reimbursement to the insured equal to a pro-rata share of the
24 net recovery by the insurer.
25 SECTION 12. IC 22-3-6-1, AS AMENDED BY HEA 1325-2013,
26 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
27 JULY 1, 2013]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
28 context otherwise requires:
29 (a) "Employer" includes the state and any political subdivision, any
30 municipal corporation within the state, any individual or the legal
31 representative of a deceased individual, firm, association, limited
32 liability company, or corporation or the receiver or trustee of the same,
33 using the services of another for pay. A parent corporation and its
34 subsidiaries shall each be considered joint employers of the
35 corporation's, the parent's, or the subsidiaries' employees for purposes
36 of IC 22-3-2-6 and IC 22-3-3-31. Both a lessor and a lessee of
37 employees shall each be considered joint employers of the employees
38 provided by the lessor to the lessee for purposes of IC 22-3-2-6 and
39 IC 22-3-3-31. If the employer is insured, the term includes the
40 employer's insurer so far as applicable. However, the inclusion of an
41 employer's insurer within this definition does not allow an employer's
42 insurer to avoid payment for services rendered to an employee with the

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1 approval of the employer. The term also includes an employer that
 2 provides on-the-job training under the federal School to Work
 3 Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth in
 4 IC 22-3-2-2.5. The term does not include a nonprofit corporation that
 5 is recognized as tax exempt under Section 501(c)(3) of the Internal
 6 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the
 7 corporation enters into an independent contractor agreement with a
 8 person for the performance of youth coaching services on a part-time
 9 basis.

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

15 (1) An executive officer elected or appointed and empowered in
 16 accordance with the charter and bylaws of a corporation, other
 17 than a municipal corporation or governmental subdivision or a
 18 charitable, religious, educational, or other nonprofit corporation,
 19 is an employee of the corporation under IC 22-3-2 through
 20 IC 22-3-6. An officer of a corporation who is the sole officer of
 21 the corporation is an employee of the corporation under IC 22-3-2
 22 through IC 22-3-6, but may elect not to be an employee of the
 23 corporation under IC 22-3-2 through IC 22-3-6. If an officer
 24 makes this election, the officer must serve written notice of the
 25 election on the corporation's insurance carrier and the board. An
 26 officer of a corporation who is the sole officer of the corporation
 27 may not be considered to be excluded as an employee under
 28 IC 22-3-2 through IC 22-3-6 until the notice is received by the
 29 insurance carrier and the board.

30 (2) An executive officer of a municipal corporation or other
 31 governmental subdivision or of a charitable, religious,
 32 educational, or other nonprofit corporation may, notwithstanding
 33 any other provision of IC 22-3-2 through IC 22-3-6, be brought
 34 within the coverage of its insurance contract by the corporation by
 35 specifically including the executive officer in the contract of
 36 insurance. The election to bring the executive officer within the
 37 coverage shall continue for the period the contract of insurance is
 38 in effect, and during this period, the executive officers thus
 39 brought within the coverage of the insurance contract are
 40 employees of the corporation under IC 22-3-2 through IC 22-3-6.

41 (3) Any reference to an employee who has been injured, when the
 42 employee is dead, also includes the employee's legal

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representatives, dependents, and other persons to whom compensation may be payable.

(4) An owner of a sole proprietorship may elect to include the owner as an employee under IC 22-3-2 through IC 22-3-6 if the owner is actually engaged in the proprietorship business. If the owner makes this election, the owner must serve upon the owner's insurance carrier and upon the board written notice of the election. No owner of a sole proprietorship may be considered an employee under IC 22-3-2 through IC 22-3-6 until the notice has been received. If the owner of a sole proprietorship:

(A) is an independent contractor in the construction trades and does not make the election provided under this subdivision, the owner must obtain a certificate of exemption under IC 22-3-2-14.5; or

(B) is an independent contractor and does not make the election provided under this subdivision, the owner may obtain a certificate of exemption under IC 22-3-2-14.5.

(5) A partner in a partnership may elect to include the partner as an employee under IC 22-3-2 through IC 22-3-6 if the partner is actually engaged in the partnership business. If a partner makes this election, the partner must serve upon the partner's insurance carrier and upon the board written notice of the election. No partner may be considered an employee under IC 22-3-2 through IC 22-3-6 until the notice has been received. If a partner in a partnership:

(A) is an independent contractor in the construction trades and does not make the election provided under this subdivision, the partner must obtain a certificate of exemption under IC 22-3-2-14.5; or

(B) is an independent contractor and does not make the election provided under this subdivision, the partner may obtain a certificate of exemption under IC 22-3-2-14.5.

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

(A) they are licensed real estate agents;

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

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

(7) A person is an independent contractor ~~in the construction trades~~ and not an employee under IC 22-3-2 through IC 22-3-6 if

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- 1 the person is an independent contractor under the guidelines of
 2 the United States Internal Revenue Service.
- 3 (8) An owner-operator that provides a motor vehicle and the
 4 services of a driver under a written contract that is subject to
 5 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376 to a motor carrier
 6 is not an employee of the motor carrier for purposes of IC 22-3-2
 7 through IC 22-3-6. The owner-operator may elect to be covered
 8 and have the owner-operator's drivers covered under a worker's
 9 compensation insurance policy or authorized self-insurance that
 10 insures the motor carrier if the owner-operator pays the premiums
 11 as requested by the motor carrier. An election by an
 12 owner-operator under this subdivision does not terminate the
 13 independent contractor status of the owner-operator for any
 14 purpose other than the purpose of this subdivision.
- 15 (9) A member or manager in a limited liability company may elect
 16 to include the member or manager as an employee under
 17 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
 18 engaged in the limited liability company business. If a member or
 19 manager makes this election, the member or manager must serve
 20 upon the member's or manager's insurance carrier and upon the
 21 board written notice of the election. A member or manager may
 22 not be considered an employee under IC 22-3-2 through IC 22-3-6
 23 until the notice has been received.
- 24 (10) An unpaid participant under the federal School to Work
 25 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
 26 extent set forth in IC 22-3-2-2.5.
- 27 (11) A person who enters into an independent contractor
 28 agreement with a nonprofit corporation that is recognized as tax
 29 exempt under Section 501(c)(3) of the Internal Revenue Code (as
 30 defined in IC 6-3-1-11(a)) to perform youth coaching services on
 31 a part-time basis is not an employee for purposes of IC 22-3-2
 32 through IC 22-3-6.
- 33 (12) An individual who is not an employee of the state or a
 34 political subdivision is considered to be a temporary employee of
 35 the state for purposes of IC 22-3-2 through IC 22-3-6 while
 36 serving as a member of a mobile support unit on duty for training,
 37 an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B).
- 38 (c) "Minor" means an individual who has not reached seventeen
 39 (17) years of age.
- 40 (1) Unless otherwise provided in this subsection, a minor
 41 employee shall be considered as being of full age for all purposes
 42 of IC 22-3-2 through IC 22-3-6.

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1 (2) If the employee is a minor who, at the time of the accident, is
 2 employed, required, suffered, or permitted to work in violation of
 3 IC 20-33-3-35, the amount of compensation and death benefits,
 4 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
 5 amount which would otherwise be recoverable. The insurance
 6 carrier shall be liable on its policy for one-half (1/2) of the
 7 compensation or benefits that may be payable on account of the
 8 injury or death of the minor, and the employer shall be liable for
 9 the other one-half (1/2) of the compensation or benefits. If the
 10 employee is a minor who is not less than sixteen (16) years of age
 11 and who has not reached seventeen (17) years of age and who at
 12 the time of the accident is employed, suffered, or permitted to
 13 work at any occupation which is not prohibited by law, this
 14 subdivision does not apply.

15 (3) A minor employee who, at the time of the accident, is a
 16 student performing services for an employer as part of an
 17 approved program under IC 20-37-2-7 shall be considered a
 18 full-time employee for the purpose of computing compensation
 19 for permanent impairment under IC 22-3-3-10. The average
 20 weekly wages for such a student shall be calculated as provided
 21 in subsection (d)(4).

22 (4) The rights and remedies granted in this subsection to a minor
 23 under IC 22-3-2 through IC 22-3-6 on account of personal injury
 24 or death by accident shall exclude all rights and remedies of the
 25 minor, the minor's parents, or the minor's personal
 26 representatives, dependents, or next of kin at common law,
 27 statutory or otherwise, on account of the injury or death. This
 28 subsection does not apply to minors who have reached seventeen
 29 (17) years of age.

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

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

40 (2) Where the employment prior to the injury extended over a
 41 period of less than fifty-two (52) weeks, the method of dividing
 42 the earnings during that period by the number of weeks and parts

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1 thereof during which the employee earned wages shall be
 2 followed, if results just and fair to both parties will be obtained.
 3 Where by reason of the shortness of the time during which the
 4 employee has been in the employment of the employee's employer
 5 or of the casual nature or terms of the employment it is
 6 impracticable to compute the average weekly wages, as defined
 7 in this subsection, regard shall be had to the average weekly
 8 amount which during the fifty-two (52) weeks previous to the
 9 injury was being earned by a person in the same grade employed
 10 at the same work by the same employer or, if there is no person so
 11 employed, by a person in the same grade employed in the same
 12 class of employment in the same district.

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

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

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

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

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

28 (f) "Billing review service" refers to a person or an entity that
 29 reviews a medical service provider's bills or statements for the purpose
 30 of determining pecuniary liability. The term includes an employer's
 31 worker's compensation insurance carrier if the insurance carrier
 32 performs such a review.

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

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

- 38 (1) The geographic service area served by ZIP codes with the first
 39 three (3) digits 463 and 464.
- 40 (2) The geographic service area served by ZIP codes with the first
 41 three (3) digits 465 and 466.
- 42 (3) The geographic service area served by ZIP codes with the first

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- 1 three (3) digits 467 and 468.
- 2 (4) The geographic service area served by ZIP codes with the first
- 3 three (3) digits 469 and 479.
- 4 (5) The geographic service area served by ZIP codes with the first
- 5 three (3) digits 460, 461 (except 46107), and 473.
- 6 (6) The geographic service area served by the 46107 ZIP code and
- 7 ZIP codes with the first three (3) digits 462.
- 8 (7) The geographic service area served by ZIP codes with the first
- 9 three (3) digits 470, 471, 472, 474, and 478.
- 10 (8) The geographic service area served by ZIP codes with the first
- 11 three (3) digits 475, 476, and 477.

12 (i) "Medical service provider" refers to a person or an entity that
 13 provides ~~medical services treatment, or supplies or products~~ to an
 14 employee under IC 22-3-2 through IC 22-3-6. **Except as otherwise**
 15 **provided in IC 22-3-2 through IC 22-3-6, the term includes a**
 16 **medical service facility.**

17 (j) "Medical service facility" means any of the following that
 18 provides a service or product under IC 22-3-2 through IC 22-3-6:

- 19 (1) A hospital (as defined in IC 16-18-2-179).
- 20 (2) A hospital based health facility (as defined in
- 21 IC 16-18-2-180).
- 22 (3) A medical center (as defined in IC 16-18-2-223.4).

23 **The term does not include a professional corporation (as defined**
 24 **in IC 23-1.5-1-10) comprised of health care professionals (as**
 25 **defined in IC 23-1.5-1-8) formed to render professional services as**
 26 **set forth in IC 23-1.5-2-3(a)(4) or a health care professional (as**
 27 **defined in IC 23-1.5-1-8) who bills for a service or product**
 28 **provided under IC 22-3-2 through IC 22-3-6 as an individual or a**
 29 **member of a group practice.**

30 (j)(k) "Pecuniary liability" means the responsibility of an employer
 31 or the employer's insurance carrier for the payment of the charges for
 32 each specific service or product for human medical treatment provided
 33 under IC 22-3-2 through IC 22-3-6, as follows:

- 34 (1) **This subdivision applies before July 1, 2014, to all medical**
 35 **service providers, and after June 30, 2014, to a medical**
 36 **service provider that is not a medical service facility. Payment**
 37 **of the charges** in a defined community, equal to or less than the
 38 charges made by medical service providers at the eightieth
 39 percentile in the same community for like services or products.
- 40 (2) **This subdivision applies after June 30, 2014, to a medical**
 41 **service facility. Payment of the charges in a reasonable**
 42 **amount, which is established by payment of one (1) of the**

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following:

(A) The amount negotiated at any time between the medical service facility and any of the following, if an amount has been negotiated:

(i) The employer.

(ii) The employer's insurance carrier.

(iii) A billing review service on behalf of a person described in item (i) or (ii).

(iv) A direct provider network that has contracted with a person described in item (i) or (ii).

(B) Two hundred percent (200%) of the amount payable under Medicare on the same date for the same service or product provided by the medical service facility, if an amount has not been negotiated as described in clause (A).

(C) An amount not less than one hundred twenty-five percent (125%) of the cost to the medical service facility of the specific service or product provided under worker's compensation, if an amount has not been negotiated as described in clause (A) and the parties have a dispute regarding the payment under clause (B). The medical service facility shall provide the cost amount required under this clause.

(I) "Service or product" or "services and products" refers to medical, hospital, surgical, or nursing service, treatment, and supply provided under IC 22-3-2 through IC 22-3-6.

SECTION 13. IC 22-3-7-9, AS AMENDED BY HEA 1325-2013, SECTION 11, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 9. (a) As used in this chapter, "employer" includes the state and any political subdivision, any municipal corporation within the state, any individual or the legal representative of a deceased individual, firm, association, limited liability company, or corporation or the receiver or trustee of the same, using the services of another for pay. A parent corporation and its subsidiaries shall each be considered joint employers of the corporation's, the parent's, or the subsidiaries' employees for purposes of sections 6 and 33 of this chapter. Both a lessor and a lessee of employees shall each be considered joint employers of the employees provided by the lessor to the lessee for purposes of sections 6 and 33 of this chapter. The term also includes an employer that provides on-the-job training under the federal School to Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this chapter. If the employer is insured, the term includes the employer's insurer so far as applicable. However, the

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1 inclusion of an employer's insurer within this definition does not allow
 2 an employer's insurer to avoid payment for services rendered to an
 3 employee with the approval of the employer. The term does not include
 4 a nonprofit corporation that is recognized as tax exempt under Section
 5 501(c)(3) of the Internal Revenue Code (as defined in IC 6-3-1-11(a))
 6 to the extent the corporation enters into an independent contractor
 7 agreement with a person for the performance of youth coaching
 8 services on a part-time basis.

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

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

19 (2) An owner of a sole proprietorship may elect to include the
 20 owner as an employee under this chapter if the owner is actually
 21 engaged in the proprietorship business. If the owner makes this
 22 election, the owner must serve upon the owner's insurance carrier
 23 and upon the board written notice of the election. No owner of a
 24 sole proprietorship may be considered an employee under this
 25 chapter unless the notice has been received. If the owner of a sole
 26 proprietorship:

27 (A) is an independent contractor in the construction trades and
 28 does not make the election provided under this subdivision,
 29 the owner must obtain a certificate of exemption under section
 30 34.5 of this chapter; or

31 (B) is an independent contractor and does not make the
 32 election provided under this subdivision, the owner may obtain
 33 a certificate of exemption under section 34.5 of this chapter.

34 (3) A partner in a partnership may elect to include the partner as
 35 an employee under this chapter if the partner is actually engaged
 36 in the partnership business. If a partner makes this election, the
 37 partner must serve upon the partner's insurance carrier and upon
 38 the board written notice of the election. No partner may be
 39 considered an employee under this chapter until the notice has
 40 been received. If a partner in a partnership:

41 (A) is an independent contractor in the construction trades and
 42 does not make the election provided under this subdivision,

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- 1 the partner must obtain a certificate of exemption under
- 2 section 34.5 of this chapter; or
- 3 (B) is an independent contractor and does not make the
- 4 election provided under this subdivision, the partner may
- 5 obtain a certificate of exemption under section 34.5 of this
- 6 chapter.
- 7 (4) Real estate professionals are not employees under this chapter
- 8 if:
- 9 (A) they are licensed real estate agents;
- 10 (B) substantially all their remuneration is directly related to
- 11 sales volume and not the number of hours worked; and
- 12 (C) they have written agreements with real estate brokers
- 13 stating that they are not to be treated as employees for tax
- 14 purposes.
- 15 (5) A person is an independent contractor in the construction
- 16 trades and not an employee under this chapter if the person is an
- 17 independent contractor under the guidelines of the United States
- 18 Internal Revenue Service.
- 19 (6) An owner-operator that provides a motor vehicle and the
- 20 services of a driver under a written contract that is subject to
- 21 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor
- 22 carrier is not an employee of the motor carrier for purposes of this
- 23 chapter. The owner-operator may elect to be covered and have the
- 24 owner-operator's drivers covered under a worker's compensation
- 25 insurance policy or authorized self-insurance that insures the
- 26 motor carrier if the owner-operator pays the premiums as
- 27 requested by the motor carrier. An election by an owner-operator
- 28 under this subdivision does not terminate the independent
- 29 contractor status of the owner-operator for any purpose other than
- 30 the purpose of this subdivision.
- 31 (7) An unpaid participant under the federal School to Work
- 32 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
- 33 extent set forth under section 2.5 of this chapter.
- 34 (8) A person who enters into an independent contractor agreement
- 35 with a nonprofit corporation that is recognized as tax exempt
- 36 under Section 501(c)(3) of the Internal Revenue Code (as defined
- 37 in IC 6-3-1-11(a)) to perform youth coaching services on a
- 38 part-time basis is not an employee for purposes of this chapter.
- 39 (9) An officer of a corporation who is the sole officer of the
- 40 corporation is an employee of the corporation under this chapter.
- 41 An officer of a corporation who is the sole officer of the
- 42 corporation may elect not to be an employee of the corporation

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1 under this chapter. If an officer makes this election, the officer
2 must serve written notice of the election on the corporation's
3 insurance carrier and the board. An officer of a corporation who
4 is the sole officer of the corporation may not be considered to be
5 excluded as an employee under this chapter until the notice is
6 received by the insurance carrier and the board.

7 (10) An individual who is not an employee of the state or a
8 political subdivision is considered to be a temporary employee of
9 the state for purposes of this chapter while serving as a member
10 of a mobile support unit on duty for training, an exercise, or a
11 response, as set forth in IC 10-14-3-19(c)(2)(B).

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

34 (d) This chapter does not apply to casual laborers as defined in
35 subsection (b), nor to farm or agricultural employees, nor to household
36 employees, nor to railroad employees engaged in train service as
37 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
38 foremen in charge of yard engines and helpers assigned thereto, nor to
39 their employers with respect to these employees. Also, this chapter
40 does not apply to employees or their employers with respect to
41 employments in which the laws of the United States provide for
42 compensation or liability for injury to the health, disability, or death by

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1 reason of diseases suffered by these employees.

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

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

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

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

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

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

36 (5) In all cases of occupational disease caused by the inhalation
37 of asbestos dust in which the last date of the last exposure occurs
38 on or after July 1, 1988, no compensation shall be payable unless
39 disablement (as defined in subsection (e)) occurs within
40 thirty-five (35) years after the last day of the last exposure.

41 (g) For the purposes of this chapter, no compensation shall be
42 payable for or on account of death resulting from any occupational

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1 disease unless death occurs within two (2) years after the date of
 2 disablement. However, this subsection does not bar compensation for
 3 death:

4 (1) where death occurs during the pendency of a claim filed by an
 5 employee within two (2) years after the date of disablement and
 6 which claim has not resulted in a decision or has resulted in a
 7 decision which is in process of review or appeal; or

8 (2) where, by agreement filed or decision rendered, a
 9 compensable period of disability has been fixed and death occurs
 10 within two (2) years after the end of such fixed period, but in no
 11 event later than three hundred (300) weeks after the date of
 12 disablement.

13 (h) As used in this chapter, "billing review service" refers to a
 14 person or an entity that reviews a medical service provider's bills or
 15 statements for the purpose of determining pecuniary liability. The term
 16 includes an employer's worker's compensation insurance carrier if the
 17 insurance carrier performs such a review.

18 (i) As used in this chapter, "billing review standard" means the data
 19 used by a billing review service to determine pecuniary liability.

20 (j) As used in this chapter, "community" means a geographic service
 21 area based on ZIP code districts defined by the United States Postal
 22 Service according to the following groupings:

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

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

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

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

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

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

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

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

39 (k) As used in this chapter, "medical service provider" refers to a
 40 person or an entity that provides ~~medical services~~ ~~treatment, or supplies~~
 41 **or products** to an employee under this chapter. **Except as otherwise**
 42 **provided in this chapter, the term includes a medical service**

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1 facility.

2 (l) As used in this chapter, "medical service facility" means any
3 of the following that provides a service or product under this
4 chapter:

5 (1) A hospital (as defined in IC 16-18-2-179).

6 (2) A hospital based health facility (as defined in
7 IC 16-18-2-180).

8 (3) A medical center (as defined in IC 16-18-2-223.4).

9 The term does not include a professional corporation (as defined
10 in IC 23-1.5-1-10) comprised of health care professionals (as
11 defined in IC 23-1.5-1-8) formed to render professional services as
12 set forth in IC 23-1.5-2-3(a)(4) or a health care professional (as
13 defined in IC 23-1.5-1-8) who bills for a service or product
14 provided under this chapter as an individual or a member of a
15 group practice.

16 (†) (m) As used in this chapter, "pecuniary liability" means the
17 responsibility of an employer or the employer's insurance carrier for the
18 payment of the charges for each specific service or product for human
19 medical treatment provided under this chapter as follows:

20 (1) This subdivision applies before July 1, 2014, to all medical
21 service providers, and after June 30, 2014, to a medical
22 service provider that is not a medical service facility. Payment
23 of the charges in a defined community, equal to or less than the
24 charges made by medical service providers at the eightieth
25 percentile in the same community for like services or products.

26 (2) This subdivision applies after June 30, 2014, to a medical
27 service facility. Payment of the charges in a reasonable
28 amount, which is established by payment of one (1) of the
29 following:

30 (A) The amount negotiated at any time between the
31 medical service facility and any of the following, if an
32 amount has been negotiated:

33 (i) The employer.

34 (ii) The employer's insurance carrier.

35 (iii) A billing review service on behalf of a person
36 described in item (i) or (ii).

37 (iv) A direct provider network that has contracted with
38 a person described in item (i) or (ii).

39 (B) Two hundred percent (200%) of the amount payable
40 under Medicare on the same date for the same service or
41 product provided by the medical service facility, if an
42 amount has not been negotiated as described in clause (A).

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1 **(C) An amount not less than one hundred twenty-five**
 2 **percent (125%) of the cost to the medical service facility of**
 3 **the specific service or product provided under**
 4 **occupational diseases compensation, if an amount has not**
 5 **been negotiated as described in clause (A) and the parties**
 6 **have a dispute regarding the payment under clause (B).**
 7 **The medical service facility shall provide the cost amount**
 8 **required under this clause.**

9 **(n) "Service or product" or "services and products" refers to**
 10 **medical, hospital, surgical, or nursing service, treatment, and**
 11 **supply provided under this chapter.**

12 SECTION 14. IC 22-3-7-16, AS AMENDED BY P.L.168-2011,
 13 SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 14 JULY 1, 2013]: Sec. 16. (a) Compensation shall be allowed on account
 15 of disablement from occupational disease resulting in only temporary
 16 total disability to work or temporary partial disability to work
 17 beginning with the eighth day of such disability except for the medical
 18 benefits provided for in section 17 of this chapter. Compensation shall
 19 be allowed for the first seven (7) calendar days only as provided in this
 20 section. The first weekly installment of compensation for temporary
 21 disability is due fourteen (14) days after the disability begins. Not later
 22 than fifteen (15) days from the date that the first installment of
 23 compensation is due, the employer or the employer's insurance carrier
 24 shall tender to the employee or to the employee's dependents, with all
 25 compensation due, a properly prepared compensation agreement in a
 26 form prescribed by the board. Whenever an employer or the employer's
 27 insurance carrier denies or is not able to determine liability to pay
 28 compensation or benefits, the employer or the employer's insurance
 29 carrier shall notify the worker's compensation board and the employee
 30 in writing on a form prescribed by the worker's compensation board not
 31 later than thirty (30) days after the employer's knowledge of the
 32 claimed disablement. If a determination of liability cannot be made
 33 within thirty (30) days, the worker's compensation board may approve
 34 an additional thirty (30) days upon a written request of the employer or
 35 the employer's insurance carrier that sets forth the reasons that the
 36 determination could not be made within thirty (30) days and states the
 37 facts or circumstances that are necessary to determine liability within
 38 the additional thirty (30) days. More than thirty (30) days of additional
 39 time may be approved by the worker's compensation board upon the
 40 filing of a petition by the employer or the employer's insurance carrier
 41 that sets forth:

42 (1) the extraordinary circumstances that have precluded a

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- 1 determination of liability within the initial sixty (60) days;
- 2 (2) the status of the investigation on the date the petition is filed;
- 3 (3) the facts or circumstances that are necessary to make a
- 4 determination; and
- 5 (4) a timetable for the completion of the remaining investigation.

6 An employer who fails to comply with this section is subject to a civil
 7 penalty 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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shall be paid for fifty percent (50%) of the total loss of vision without glasses, plus an additional amount equal to the proportionate amount of the reduction with glasses, not to exceed an additional fifty percent (50%).

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

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

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

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

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

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

(3) With respect to 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, **and before July 1, 2014**, for each degree of permanent
 6 impairment from one (1) to ten (10), one thousand four hundred
 7 dollars (\$1,400) per degree; for each degree of permanent
 8 impairment from eleven (11) to thirty-five (35), one thousand six
 9 hundred dollars (\$1,600) per degree; for each degree of
 10 permanent impairment from thirty-six (36) to fifty (50), two
 11 thousand seven hundred dollars (\$2,700) per degree; for each
 12 degree of permanent impairment above fifty (50), three thousand
 13 five hundred dollars (\$3,500) per degree.
- 14 **(13) With respect to disablements occurring on and after July**
 15 **1, 2014, for each degree of permanent impairment from one**
 16 **(1) to ten (10), one thousand seven hundred fifty dollars**
 17 **(\$1,750) per degree; for each degree of permanent**
 18 **impairment from eleven (11) to thirty-five (35), one thousand**
 19 **nine hundred fifty-two dollars (\$1,952) per degree; for each**
 20 **degree of permanent impairment from thirty-six (36) to fifty**
 21 **(50), three thousand one hundred eighty-six dollars (\$3,186)**
 22 **per degree; for each degree of permanent impairment above**
 23 **fifty (50), four thousand sixty dollars (\$4,060) per degree.**
- 24 (m) The average weekly wages used in the determination of
 25 compensation for permanent partial impairment under subsections (k)
 26 and (l) shall not exceed the following:
- 27 (1) With respect to disablements occurring on or after July 1,
 28 1991, and before July 1, 1992, four hundred ninety-two dollars
 29 (\$492).
- 30 (2) With respect to disablements occurring on or after July 1,
 31 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 32 (3) With respect to disablements occurring on or after July 1,
 33 1993, and before July 1, 1994, five hundred ninety-one dollars
 34 (\$591).
- 35 (4) With respect to disablements occurring on or after July 1,
 36 1994, and before July 1, 1997, six hundred forty-two dollars
 37 (\$642).
- 38 (5) With respect to disablements occurring on or after July 1,
 39 1997, and before July 1, 1998, six hundred seventy-two dollars
 40 (\$672).
- 41 (6) With respect to disablements occurring on or after July 1,
 42 1998, and before July 1, 1999, seven hundred two dollars (\$702).

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- 1 (7) With respect to disablements occurring on or after July 1,
2 1999, and before July 1, 2000, seven hundred thirty-two dollars
3 (\$732).
- 4 (8) With respect to disablements occurring on or after July 1,
5 2000, and before July 1, 2001, seven hundred sixty-two dollars
6 (\$762).
- 7 (9) With respect to ~~injuries~~ **disablements** occurring on or after
8 July 1, 2001, and before July 1, 2002, eight hundred twenty-two
9 dollars (\$822).
- 10 (10) With respect to ~~injuries~~ **disablements** occurring on or after
11 July 1, 2002, and before July 1, 2006, eight hundred eighty-two
12 dollars (\$882).
- 13 (11) With respect to ~~injuries~~ **disablements** occurring on or after
14 July 1, 2006, and before July 1, 2007, nine hundred dollars
15 (\$900).
- 16 (12) With respect to ~~injuries~~ **disablements** occurring on or after
17 July 1, 2007, and before July 1, 2008, nine hundred thirty dollars
18 (\$930).
- 19 (13) With respect to ~~injuries~~ **disablements** occurring on or after
20 July 1, 2008, and before July 1, 2009, nine hundred fifty-four
21 dollars (\$954).
- 22 (14) With respect to ~~injuries~~ **disablements** occurring on or after
23 July 1, 2009, **and before July 1, 2014**, nine hundred seventy-five
24 dollars (\$975).
- 25 **(15) With respect to disablements occurring on or after July**
26 **1, 2014, one thousand one hundred seventy dollars (\$1,170).**
- 27 (n) If any employee, only partially disabled, refuses employment
28 suitable to the employee's capacity procured for the employee, the
29 employee shall not be entitled to any compensation at any time during
30 the continuance of such refusal unless, in the opinion of the worker's
31 compensation board, such refusal was justifiable. The employee must
32 be served with a notice setting forth the consequences of the refusal
33 under this subsection. The notice must be in a form prescribed by the
34 worker's compensation board.
- 35 (o) If an employee has sustained a permanent impairment or
36 disability from an accidental injury other than an occupational disease
37 in another employment than that in which the employee suffered a
38 subsequent disability from an occupational disease, such as herein
39 specified, the employee shall be entitled to compensation for the
40 subsequent disability in the same amount as if the previous impairment
41 or disability had not occurred. However, if the permanent impairment
42 or disability resulting from an occupational disease for which

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1 compensation is claimed results only in the aggravation or increase of
2 a previously sustained permanent impairment from an occupational
3 disease or physical condition regardless of the source or cause of such
4 previously sustained impairment from an occupational disease or
5 physical condition, the board shall determine the extent of the
6 previously sustained permanent impairment from an occupational
7 disease or physical condition as well as the extent of the aggravation or
8 increase resulting from the subsequent permanent impairment or
9 disability, and shall award compensation only for that part of said
10 occupational disease or physical condition resulting from the
11 subsequent permanent impairment. An amputation of any part of the
12 body or loss of any or all of the vision of one (1) or both eyes caused by
13 an occupational disease shall be considered as a permanent impairment
14 or physical condition.

15 (p) If an employee suffers a disablement from an occupational
16 disease for which compensation is payable while the employee is still
17 receiving or entitled to compensation for a previous injury by accident
18 or disability by occupational disease in the same employment, the
19 employee shall not at the same time be entitled to compensation for
20 both, unless it be for a permanent injury, such as specified in
21 subsection (k)(1), (k)(4), (k)(5), (k)(8), or (k)(9), but the employee shall
22 be entitled to compensation for that disability and from the time of that
23 disability which will cover the longest period and the largest amount
24 payable under this chapter.

25 (q) If an employee receives a permanent disability from an
26 occupational disease such as specified in subsection (k)(1), (k)(4),
27 (k)(5), (k)(8), or (k)(9) after having sustained another such permanent
28 disability in the same employment the employee shall be entitled to
29 compensation for both such disabilities, but the total compensation
30 shall be paid by extending the period and not by increasing the amount
31 of weekly compensation and, when such previous and subsequent
32 permanent disabilities, in combination result in total permanent
33 disability or permanent total impairment, compensation shall be
34 payable for such permanent total disability or impairment, but
35 payments made for the previous disability or impairment shall be
36 deducted from the total payment of compensation due.

37 (r) When an employee has been awarded or is entitled to an award
38 of compensation for a definite period from an occupational disease
39 wherein disablement occurs on and after April 1, 1963, and such
40 employee dies from other causes than such occupational disease,
41 payment of the unpaid balance of such compensation not exceeding
42 three hundred fifty (350) weeks shall be paid to the employee's

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1 dependents of the second and third class as defined in sections 11
 2 through 14 of this chapter and compensation, not exceeding five
 3 hundred (500) weeks shall be made to the employee's dependents of the
 4 first class as defined in sections 11 through 14 of this chapter.

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

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

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

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

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

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

37 SECTION 15. IC 22-3-7-17, AS AMENDED BY P.L.168-2011,
 38 SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 39 JULY 1, 2013]: Sec. 17. (a) During the period of disablement, the
 40 employer shall furnish or cause to be furnished, free of charge to the
 41 employee, an attending physician for the treatment of the employee's
 42 occupational disease, and in addition thereto such ~~surgical; hospital;~~

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

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



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1 (c) Regardless of when it occurs, where a compensable occupational
 2 disease results in the amputation of a body part, the enucleation of an
 3 eye, or the loss of natural teeth, the employer shall furnish a
 4 appropriate artificial member, braces, and prosthodontics. The cost of
 5 repairs to or replacements for the artificial members, braces, or
 6 prosthodontics that result from a compensable occupational disease
 7 pursuant to a prior award and are required due to either medical
 8 necessity or normal wear and tear, determined according to the
 9 employee's individual use, but not abuse, of the artificial member,
 10 braces, or prosthodontics, shall be paid from the second injury fund
 11 upon order or award of the worker's compensation board. The
 12 employee is not required to meet any other requirement for admission
 13 to the second injury fund.

14 (d) If an emergency or because of the employer's failure to provide
 15 such attending physician or such ~~surgical, hospital, or nurse's~~ services
 16 and **supplies products** or such treatment by spiritual means or prayer
 17 as specified in this section, or for other good reason, a physician other
 18 than that provided by the employer treats the diseased employee within
 19 the period of disability, or necessary and proper ~~surgical, hospital, or~~
 20 ~~nurse's~~ services and **supplies products** are procured within the period,
 21 the reasonable cost of such services and **supplies products** shall,
 22 subject to approval of the worker's compensation board, be paid by the
 23 employer.

24 (e) An employer or employer's insurance carrier may not delay the
 25 provision of emergency medical care whenever emergency medical
 26 care is considered necessary in the professional judgment of the
 27 attending health care facility physician.

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

- 31 (1) binds the parties to medical care furnished by **medical service**
- 32 providers selected by agreement before or after disablement; or
- 33 (2) makes the findings of a **medical service** provider chosen in
- 34 this manner binding upon the parties.

35 (g) The employee and the employee's estate do not have liability to
 36 a ~~health care~~ **medical service** provider for payment for services
 37 obtained under this section. The right to order payment for all services
 38 provided under this chapter is solely with the board. All claims by a
 39 ~~health care~~ **medical service** provider for payment for services are
 40 against the employer and the employer's insurance carrier, if any, and
 41 must be made with the board under this chapter. After June 30, 2011,
 42 a ~~health care~~ **medical service** provider must file an application for



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1 adjustment of a claim for a ~~health care~~ **medical service** provider's fee
 2 with the board not later than two (2) years after the receipt of an initial
 3 written communication from the employer, the employer's insurance
 4 carrier, if any, or an agent acting on behalf of the employer after the
 5 ~~health care~~ **medical service** provider submits a bill for services. To
 6 offset a part of the board's expenses related to the administration of
 7 ~~health care~~ **medical service** provider reimbursement disputes, a
 8 ~~hospital or facility that is a medical service provider (as defined in~~
 9 ~~IC 22-3-6-1)~~ **facility** shall pay a filing fee of sixty dollars (\$60) in a
 10 balance billing case. The filing fee must accompany each application
 11 filed with the board. If an employer, employer's insurance carrier, or an
 12 agent acting on behalf of the employer denies or fails to pay any
 13 amount on a claim submitted by a ~~hospital or facility that is a medical~~
 14 ~~service provider;~~ **facility**, a filing fee is not required to accompany an
 15 application that is filed for the denied or unpaid claim. A ~~health care~~
 16 **medical service** provider may combine up to ten (10) individual claims
 17 into one (1) application whenever:

- 18 (1) all individual claims involve the same employer, insurance
- 19 carrier, or billing review service; and
- 20 (2) the amount of each individual claim does not exceed two
- 21 hundred dollars (\$200).

22 SECTION 16. IC 22-3-7-17.2 IS AMENDED TO READ AS
 23 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 17.2. (a) A billing
 24 review service shall adhere to the following requirements to determine
 25 the pecuniary liability of an employer or an employer's insurance
 26 carrier for a specific service or product covered under this chapter
 27 **provided before July 1, 2014, by all medical service providers, and**
 28 **after June 30, 2014, by a medical service provider that is not a**
 29 **medical service facility:**

- 30 (1) The formation of a billing review standard, and any
- 31 subsequent analysis or revision of the standard, must use data that
- 32 is based on the medical service provider billing charges as
- 33 submitted to the employer and the employer's insurance carrier
- 34 from the same community. This subdivision does not apply when
- 35 a unique or specialized service or product does not have sufficient
- 36 comparative data to allow for a reasonable comparison.
- 37 (2) Data used to determine pecuniary liability must be compiled
- 38 on or before June 30 and December 31 of each year.
- 39 (3) Billing review standards must be revised for prospective
- 40 future payments of medical service provider bills to provide for
- 41 payment of the charges at a rate not more than the charges made
- 42 by eighty percent (80%) of the medical service providers during



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1 the prior six (6) months within the same community. The data
 2 used to perform the analysis and revision of the billing review
 3 standards may not be more than two (2) years old and must be
 4 periodically updated by a representative inflationary or
 5 deflationary factor. Reimbursement for these charges may not
 6 exceed the actual charge invoiced by the medical service
 7 provider.

8 **(4) The billing review standard shall include the billing charges**
 9 **of all hospitals in the applicable community for the service or**
 10 **product.**

11 **(b) This subsection applies after June 30, 2014, to a medical**
 12 **service facility. The pecuniary liability of an employer or an**
 13 **employer's insurance carrier for a specific service or product**
 14 **covered under worker's compensation and provided by a medical**
 15 **service facility is equal to a reasonable amount, which is**
 16 **established by payment of one (1) of the following:**

17 **(1) The amount negotiated at any time between the medical**
 18 **service facility and any of the following:**

19 **(A) The employer.**

20 **(B) The employer's insurance carrier.**

21 **(C) A billing review service on behalf of a person described**
 22 **in clause (A) or (B).**

23 **(D) A direct provider network that has contracted with a**
 24 **person described in clause (A) or (B).**

25 **(2) Two hundred percent (200%) of the amount payable**
 26 **under Medicare on the same date for the same service or**
 27 **product provided by the medical service facility, if an amount**
 28 **has not been negotiated as described in subdivision (1).**

29 **(3) An amount not less than one hundred twenty-five percent**
 30 **(125%) of the cost to the medical service facility of a specific**
 31 **service or product provided under occupational diseases**
 32 **compensation, if an amount has not been negotiated as**
 33 **described in subdivision (1) and the parties have a dispute**
 34 **regarding the payment under subdivision (2). The medical**
 35 **service facility shall provide the cost amount required under**
 36 **this subdivision.**

37 **(c) The payment to a medical service provider located outside**
 38 **Indiana for a service or product furnished to an employee under**
 39 **this chapter may not exceed the payment that would be made to the**
 40 **nearest similar medical service provider located in Indiana for**
 41 **furnishing the same service or product in Indiana.**

42 **(d) The payment to a medical service provider for an implant**

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1 **furnished to an employee under this chapter may not exceed the**
 2 **invoice amount plus twenty-five percent (25%).**

3 ~~(b)~~ **(e)** A medical service provider may request an explanation from
 4 a billing review service if the medical service provider's bill has been
 5 reduced as a result of application of the eightieth percentile or of a
 6 Current Procedural Terminology (CPT) **or Medicare** coding change.
 7 The request must be made not later than sixty (60) days after receipt of
 8 the notice of the reduction. If a request is made, the billing review
 9 service must provide:

10 (1) the name of the billing review service used to make the
 11 reduction;

12 (2) the dollar amount of the reduction;

13 (3) the dollar amount of the medical service at the eightieth
 14 percentile; and

15 (4) in the case of a CPT **or Medicare** coding change, the basis
 16 upon which the change was made;

17 not later than thirty (30) days after the date of the request.

18 ~~(e)~~ **(f)** If, after a hearing, the worker's compensation board finds that
 19 a billing review service used a billing review standard that did not
 20 comply with subsection (a)(1) through ~~(a)(4)~~ **(a)(3), as applicable**, in
 21 determining the pecuniary liability of an employer or an employer's
 22 insurance carrier for a ~~health care~~ **medical service** provider's charge
 23 for services or products covered under occupational disease
 24 compensation, the worker's compensation board may assess a civil
 25 penalty against the billing review service in an amount not less than
 26 one hundred dollars (\$100) and not more than one thousand dollars
 27 (\$1,000).

28 SECTION 17. IC 22-3-7-17.3 IS ADDED TO THE INDIANA
 29 CODE AS A NEW SECTION TO READ AS FOLLOWS
 30 [EFFECTIVE JULY 1, 2013]: **Sec. 17.3. (a) This section applies after**
 31 **June 30, 2015.**

32 **(b) A claim made by a medical service provider for payment for**
 33 **services or products provided under this chapter must be:**

34 **(1) filed with; and**

35 **(2) paid by;**

36 **an employer and an employer's insurance carrier, if any,**
 37 **electronically.**

38 **(c) A medical service provider shall submit only the following**
 39 **forms for payment by an employer or an employer's insurance**
 40 **carrier:**

41 **(1) CMS-1500.**

42 **(2) CMS-1450 (UB-04).**



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1 **(3) American Dental Association (ADA) claim form.**
2 **(4) ANSI-837I.**
3 **(d) Not more than thirty (30) days after the date on which the**
4 **claim is received, the employer or the employer's insurance carrier**
5 **shall pay or deny the claim made by the medical service provider.**
6 SECTION 18. IC 22-3-7-17.4 IS ADDED TO THE INDIANA
7 CODE AS A NEW SECTION TO READ AS FOLLOWS
8 [EFFECTIVE JULY 1, 2013]: **Sec. 17.4. (a) As used in this section,**
9 **"legend drug" has the meaning set forth in IC 25-26-14-7.**
10 **(b) As used in this section, "repackage" has the meaning set**
11 **forth in IC 25-26-14-9.3.**
12 **(c) This subsection does not apply to a retail or mail order**
13 **pharmacy. Except as provided in subsection (d), whenever a**
14 **prescription covered by this chapter is filled using a repackaged**
15 **legend drug, the maximum reimbursement amount for the**
16 **repackaged legend drug must be computed using the average**
17 **wholesale price set by the original manufacturer for the legend**
18 **drug.**
19 **(d) If the National Drug Code (established under Section 510 of**
20 **the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 360) for a**
21 **legend drug cannot be determined from the medical service**
22 **provider's billing or statement, the maximum reimbursement**
23 **amount for the repackaged legend drug under subsection (c) is the**
24 **lowest cost generic for that legend drug.**
25 **(e) The maximum period during which a medical service**
26 **provider that is not a retail or mail order pharmacy may dispense**
27 **to an employee medication for which the medical service provider**
28 **may receive a reimbursement under this chapter is the period of**
29 **seven (7) days after the date of the employee's disablement. A**
30 **medical service provider that is not a retail or mail order**
31 **pharmacy may not be reimbursed under this article for a**
32 **medication dispensed to an employee after the seventh day after**
33 **the date of the employee's disablement.**
34 SECTION 19. IC 22-3-7-19, AS AMENDED BY P.L.134-2006,
35 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
36 JULY 1, 2013]: **Sec. 19. (a) In computing compensation for temporary**
37 **total disability, temporary partial disability, and total permanent**
38 **disability, with respect to occupational diseases occurring on and after**
39 **July 1, 1985, and before July 1, 1986, the average weekly wages are**
40 **considered to be:**
41 (1) not more than two hundred sixty-seven dollars (\$267); and
42 (2) not less than seventy-five dollars (\$75).

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1 (b) In computing compensation for temporary total disability,
2 temporary partial disability, and total permanent disability, with respect
3 to occupational diseases occurring on and after July 1, 1986, and before
4 July 1, 1988, the average weekly wages are considered to be:

- 5 (1) not more than two hundred eighty-five dollars (\$285); and
6 (2) not less than seventy-five dollars (\$75).

7 (c) In computing compensation for temporary total disability,
8 temporary partial disability, and total permanent disability, with respect
9 to occupational diseases occurring on and after July 1, 1988, and before
10 July 1, 1989, the average weekly wages are considered to be:

- 11 (1) not more than three hundred eighty-four dollars (\$384); and
12 (2) not less than seventy-five dollars (\$75).

13 (d) In computing compensation for temporary total disability,
14 temporary partial disability, and total permanent disability, with respect
15 to occupational diseases occurring on and after July 1, 1989, and before
16 July 1, 1990, the average weekly wages are considered to be:

- 17 (1) not more than four hundred eleven dollars (\$411); and
18 (2) not less than seventy-five dollars (\$75).

19 (e) In computing compensation for temporary total disability,
20 temporary partial disability, and total permanent disability, with respect
21 to occupational diseases occurring on and after July 1, 1990, and before
22 July 1, 1991, the average weekly wages are considered to be:

- 23 (1) not more than four hundred forty-one dollars (\$441); and
24 (2) not less than seventy-five dollars (\$75).

25 (f) In computing compensation for temporary total disability,
26 temporary partial disability, and total permanent disability, with respect
27 to occupational diseases occurring on and after July 1, 1991, and before
28 July 1, 1992, the average weekly wages are considered to be:

- 29 (1) not more than four hundred ninety-two dollars (\$492); and
30 (2) not less than seventy-five dollars (\$75).

31 (g) In computing compensation for temporary total disability,
32 temporary partial disability, and total permanent disability, with respect
33 to occupational diseases occurring on and after July 1, 1992, and before
34 July 1, 1993, the average weekly wages are considered to be:

- 35 (1) not more than five hundred forty dollars (\$540); and
36 (2) not less than seventy-five dollars (\$75).

37 (h) In computing compensation for temporary total disability,
38 temporary partial disability, and total permanent disability, with respect
39 to occupational diseases occurring on and after July 1, 1993, and before
40 July 1, 1994, the average weekly wages are considered to be:

- 41 (1) not more than five hundred ninety-one dollars (\$591); and
42 (2) not less than seventy-five dollars (\$75).

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1 (i) In computing compensation for temporary total disability,
 2 temporary partial disability and total permanent disability, with respect
 3 to occupational diseases occurring on and after July 1, 1994, and before
 4 July 1, 1997, the average weekly wages are considered to be:

- 5 (1) not more than six hundred forty-two dollars (\$642); and
 6 (2) not less than seventy-five dollars (\$75).

7 (j) In computing compensation for temporary total disability,
 8 temporary partial disability, and total permanent disability, the average
 9 weekly wages are considered to be:

10 (1) with respect to occupational diseases occurring on and after
 11 July 1, 1997, and before July 1, 1998:

- 12 (A) not more than six hundred seventy-two dollars (\$672); and
 13 (B) not less than seventy-five dollars (\$75);

14 (2) with respect to occupational diseases occurring on and after
 15 July 1, 1998, and before July 1, 1999:

- 16 (A) not more than seven hundred two dollars (\$702); and
 17 (B) not less than seventy-five dollars (\$75);

18 (3) with respect to occupational diseases occurring on and after
 19 July 1, 1999, and before July 1, 2000:

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

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

23 (4) with respect to occupational diseases occurring on and after
 24 July 1, 2000, and before July 1, 2001:

- 25 (A) not more than seven hundred sixty-two dollars (\$762); and
 26 (B) not less than seventy-five dollars (\$75);

27 (5) with respect to disablements occurring on and after July 1,
 28 2001, and before July 1, 2002:

- 29 (A) not more than eight hundred twenty-two dollars (\$822);
 30 and

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

32 (6) with respect to disablements occurring on and after July 1,
 33 2002, and before July 1, 2006:

- 34 (A) not more than eight hundred eighty-two dollars (\$882);
 35 and

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

37 (7) with respect to disablements occurring on and after July 1,
 38 2006, and before July 1, 2007:

- 39 (A) not more than nine hundred dollars (\$900); and

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

41 (8) with respect to disablements occurring on and after July 1,
 42 2007, and before July 1, 2008:

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- 1 (A) not more than nine hundred thirty dollars (\$930); and
- 2 (B) not less than seventy-five dollars (\$75);
- 3 (9) with respect to disablements occurring on and after July 1,
- 4 2008, and before July 1, 2009:
- 5 (A) not more than nine hundred fifty-four dollars (\$954); and
- 6 (B) not less than seventy-five dollars (\$75);
- 7 (10) with respect to disablements occurring on and after July 1,
- 8 2009, **and before July 1, 2014:**
- 9 (A) not more than nine hundred seventy-five dollars (\$975);
- 10 and
- 11 (B) not less than seventy-five dollars (\$75); **and**
- 12 **(11) with respect to disablements occurring on and after July**
- 13 **1, 2014:**
- 14 **(A) not more than one thousand one hundred seventy**
- 15 **dollars (\$1,170); and**
- 16 **(B) not less than seventy-five dollars (\$75).**
- 17 (k) The maximum compensation with respect to disability or death
- 18 occurring on and after July 1, 1985, and before July 1, 1986, which
- 19 shall be paid for occupational disease and the results thereof under the
- 20 provisions of this chapter or under any combination of its provisions
- 21 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
- 22 (l) The maximum compensation with respect to disability or death
- 23 occurring on and after July 1, 1986, and before July 1, 1988, which
- 24 shall be paid for occupational disease and the results thereof under the
- 25 provisions of this chapter or under any combination of its provisions
- 26 may not exceed ninety-five thousand dollars (\$95,000) in any case.
- 27 (m) The maximum compensation with respect to disability or death
- 28 occurring on and after July 1, 1988, and before July 1, 1989, that shall
- 29 be paid for occupational disease and the results thereof under this
- 30 chapter or under any combination of its provisions may not exceed one
- 31 hundred twenty-eight thousand dollars (\$128,000) in any case.
- 32 (n) The maximum compensation with respect to disability or death
- 33 occurring on and after July 1, 1989, and before July 1, 1990, that shall
- 34 be paid for occupational disease and the results thereof under this
- 35 chapter or under any combination of its provisions may not exceed one
- 36 hundred thirty-seven thousand dollars (\$137,000) in any case.
- 37 (o) The maximum compensation with respect to disability or death
- 38 occurring on and after July 1, 1990, and before July 1, 1991, that shall
- 39 be paid for occupational disease and the results thereof under this
- 40 chapter or under any combination of its provisions may not exceed one
- 41 hundred forty-seven thousand dollars (\$147,000) in any case.
- 42 (p) The maximum compensation with respect to disability or death

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1 occurring on and after July 1, 1991, and before July 1, 1992, that shall
 2 be paid for occupational disease and the results thereof under this
 3 chapter or under any combination of the provisions of this chapter may
 4 not exceed one hundred sixty-four thousand dollars (\$164,000) in any
 5 case.

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

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

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

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

27 (1) With respect to disability or death occurring on and after July
 28 1, 1997, and before July 1, 1998, two hundred twenty-four
 29 thousand dollars (\$224,000).

30 (2) With respect to disability or death occurring on and after July
 31 1, 1998, and before July 1, 1999, two hundred thirty-four
 32 thousand dollars (\$234,000).

33 (3) With respect to disability or death occurring on and after July
 34 1, 1999, and before July 1, 2000, two hundred forty-four thousand
 35 dollars (\$244,000).

36 (4) With respect to disability or death occurring on and after July
 37 1, 2000, and before July 1, 2001, two hundred fifty-four thousand
 38 dollars (\$254,000).

39 (5) With respect to disability or death occurring on and after July
 40 1, 2001, and before July 1, 2002, two hundred seventy-four
 41 thousand dollars (\$274,000).

42 (6) With respect to disability or death occurring on and after July

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- 1 1, 2002, and before July 1, 2006, two hundred ninety-four
- 2 thousand dollars (\$294,000).
- 3 (7) With respect to disability or death occurring on and after July
- 4 1, 2006, and before July 1, 2007, three hundred thousand dollars
- 5 (\$300,000).
- 6 (8) With respect to disability or death occurring on and after July
- 7 1, 2007, and before July 1, 2008, three hundred ten thousand
- 8 dollars (\$310,000).
- 9 (9) With respect to disability or death occurring on and after July
- 10 1, 2008, and before July 1, 2009, three hundred eighteen thousand
- 11 dollars (\$318,000).
- 12 (10) With respect to disability or death occurring on ~~or~~ **and** after
- 13 July 1, 2009, **and before July 1, 2014**, three hundred twenty-five
- 14 thousand dollars (\$325,000).
- 15 **(11) With respect to disability or death occurring on and after**
- 16 **July 1, 2014, three hundred ninety thousand dollars**
- 17 **(\$390,000).**
- 18 (u) For all disabilities occurring on and after July 1, 1985, "average
- 19 weekly wages" means the earnings of the injured employee during the
- 20 period of fifty-two (52) weeks immediately preceding the disability
- 21 divided by fifty-two (52). If the employee lost seven (7) or more
- 22 calendar days during the period, although not in the same week, then
- 23 the earnings for the remainder of the fifty-two (52) weeks shall be
- 24 divided by the number of weeks and parts of weeks remaining after the
- 25 time lost has been deducted. If employment before the date of disability
- 26 extended over a period of less than fifty-two (52) weeks, the method of
- 27 dividing the earnings during that period by the number of weeks and
- 28 parts of weeks during which the employee earned wages shall be
- 29 followed if results just and fair to both parties will be obtained. If by
- 30 reason of the shortness of the time during which the employee has been
- 31 in the employment of the employer or of the casual nature or terms of
- 32 the employment it is impracticable to compute the average weekly
- 33 wages for the employee, the employee's average weekly wages shall be
- 34 considered to be the average weekly amount that, during the fifty-two
- 35 (52) weeks before the date of disability, was being earned by a person
- 36 in the same grade employed at the same work by the same employer or,
- 37 if there is no person so employed, by a person in the same grade
- 38 employed in that same class of employment in the same district.
- 39 Whenever allowances of any character are made to an employee
- 40 instead of wages or a specified part of the wage contract, they shall be
- 41 considered a part of the employee's earnings.
- 42 (v) The provisions of this article may not be construed to result in

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1 an award of benefits in which the number of weeks paid or to be paid
2 for temporary total disability, temporary partial disability, or permanent
3 total disability benefits combined exceeds five hundred (500) weeks.
4 This section shall not be construed to prevent a person from applying
5 for an award under IC 22-3-3-13. However, in case of permanent total
6 disability resulting from a disablement occurring on or after January 1,
7 1998, the minimum total benefit shall not be less than seventy-five
8 thousand dollars (\$75,000).

9 SECTION 20. IC 22-3-7-36, AS AMENDED BY P.L.99-2007,
10 SECTION 185, IS AMENDED TO READ AS FOLLOWS
11 [EFFECTIVE JULY 1, 2013]: Sec. 36. (a) Whenever disablement or
12 death from an occupational disease arising out of and in the course of
13 the employment for which compensation is payable under this chapter,
14 shall have been sustained under circumstances creating in some other
15 person than the employer and not in the same employ a legal liability
16 to pay damages in respect thereto, the injured employee, or the
17 employee's dependents, in case of death, may commence legal
18 proceedings against such other person to recover damages
19 notwithstanding such employer's or such employer's occupational
20 disease insurance carrier's payment of, or liability to pay, compensation
21 under this chapter. In such case, however, if the action against such
22 other person is brought by the injured employee or the employee's
23 dependents and judgment is obtained and paid and accepted and
24 settlement is made with such other person, either with or without suit,
25 then from the amount received by such employee or dependents there
26 shall be paid to the employer, or such employer's occupational disease
27 insurance carrier, the amount of compensation paid to such employee
28 or dependents, plus the ~~medical, hospital, and nurses'~~ services and
29 ~~supplies products~~ and burial expense paid by the employer or such
30 employer's occupational disease insurance carrier, and the liability of
31 the employer or such employer's occupational disease insurance carrier
32 to pay further compensation or other expenses shall thereupon
33 terminate, whether or not one (1) or all of the dependents are entitled
34 to share in the proceeds of the settlement or recovery and whether or
35 not one (1) or all of the dependents could have maintained the action
36 or claim for wrongful death.

37 (b) In the event such employee or the employee's dependents, not
38 having received compensation or ~~medical, surgical, hospital, or nurse's~~
39 services and ~~supplies products~~ or death benefits, or such employer's
40 occupational disease insurance carrier, shall procure a judgment
41 against such other party for disablement or death from an occupational
42 disease arising out of and in the course of the employment, which

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1 judgment is paid, or if settlement is made with such other person, either
 2 with or without suit, then the employer or such employer's occupational
 3 disease insurance carrier shall have no liability for payment of
 4 compensation or for payment of medical, surgical, hospital, or nurse's
 5 services and supplies or death benefits whatsoever, whether or not one
 6 (1) or all of the dependents are entitled to share in the proceeds of
 7 settlement or recovery and whether or not one (1) or all of the
 8 dependents could have maintained the action or claim for wrongful
 9 death.

10 (c) In the event an employee, or in the event of the employee's death,
 11 the employee's dependents, shall procure a final judgment against such
 12 other person other than by agreement, for disablement or death from an
 13 occupational disease arising out of and in the course of the employment
 14 and such judgment is for a lesser sum than the amount for which the
 15 employer or such employer's occupational disease insurance carrier is
 16 liable for compensation and for ~~medical, surgical, hospital, and nurse's~~
 17 ~~services and supplies, products~~, as of the date the judgment becomes
 18 final, then the employee, or in the event of the employee's death, the
 19 employee's dependents, shall have the option of either collecting such
 20 judgment and repaying the employer or such employer's occupational
 21 disease insurance carrier for compensation previously drawn, if any,
 22 and repaying the employer or such employer's occupational disease
 23 insurance carrier for ~~medical, surgical, hospital, and nurse's~~ services
 24 and ~~supplies products~~ previously paid, if any, and of repaying the
 25 employer or such employer's occupational disease insurance carrier, the
 26 burial benefits paid, if any, or of assigning all rights under said
 27 judgment to the employer or such employer's occupational disease
 28 insurance carrier and thereafter receiving all compensation and
 29 ~~medical, surgical, hospital, and nurse's~~ services and ~~supplies products~~
 30 to which the employee, or in the event of the employee's death, to
 31 which the employee's dependents would be entitled if there had been
 32 no action brought against such other party.

33 (d) If the employee or the employee's dependents agree to receive
 34 compensation, because of an occupational disease arising out of and in
 35 the course of the employment, from the employer or such employer's
 36 occupational disease insurance carrier, or to accept from the employer
 37 or such employer's occupational disease insurance carrier by loan or
 38 otherwise, any payment on account of such compensation or institute
 39 proceedings to recover the same, the said employer or such employer's
 40 occupational disease insurance carrier shall have a lien upon any
 41 settlement award, judgment, or fund out of which such employee might
 42 be compensated from the third party.



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1 (e) The employee, or in the event of the employee's death, the
2 employee's dependents, shall institute legal proceedings against such
3 other person for damages within two (2) years after said cause of action
4 accrues. If, after said proceeding is commenced, the same is dismissed,
5 the employer or such employer's occupational disease insurance carrier,
6 having paid compensation or having become liable therefor, may
7 collect in their own name or in the name of the employee with a
8 disability, or in the case of death, in the name of the employee's
9 dependents, from the other person in whom legal liability for damages
10 exists, the compensation paid or payable to the employee with a
11 disability, or the employee's dependents, plus such ~~medical, surgical,~~
12 ~~hospital, and nurse's~~ services and **supplies products** and burial expense
13 paid by the employer or such employer's occupational disease
14 insurance carrier for which they have become liable. The employer or
15 such employer's occupational disease insurance carrier may commence
16 such action at law for such collection against the other person in whom
17 legal liability for damages exists, not later than one (1) year from the
18 date said action so commenced, has been dismissed, notwithstanding
19 the provisions of any statute of limitations to the contrary.

20 (f) If said employee, or in the event of the employee's death, the
21 employee's dependents, shall fail to institute legal proceedings, against
22 such other person for damages within two (2) years after said cause of
23 action accrues, the employer or such employer's occupational disease
24 insurance carrier, having paid compensation or having been liable
25 therefor, may collect in their own name or in the name of the employee
26 with a disability, or in the case of the employee's death, in the name of
27 the employee's dependents, from the other person in whom legal
28 liability for damage exists, the compensation paid or payable to the
29 employee with a disability or to the employee's dependents, plus the
30 ~~medical, surgical, hospital, and nurse's~~ services and **supplies products**
31 and burial expenses, paid by them or for which they have become
32 liable, and the employer or such employer's occupational disease
33 insurance carrier may commence such action at law for such collection
34 against such other person in whom legal liability exists at any time
35 within one (1) year from the date of the expiration of the two (2) years
36 when the action accrued to the employee with a disability or, in the
37 event of the employee's death, to the employee's dependents,
38 notwithstanding the provisions of any statute of limitations to the
39 contrary.

40 (g) In such actions brought as provided in this section by the
41 employee or the employee's dependents, the employee or the
42 employee's dependents shall, within thirty (30) days after such action

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1 is filed, notify the employer or such employer's occupational disease
 2 insurance carrier, by personal service or registered or certified mail, of
 3 such fact and the name of the court in which suit is brought, filing
 4 proof thereof in such action.

5 (h) If the employer does not join in the action within ninety (90)
 6 days after receipt of the notice, then out of any actual money
 7 reimbursement received by the employer or such employer's
 8 occupational disease insurance carrier pursuant to this section, they
 9 shall pay their pro rata share of all costs and reasonably necessary
 10 expenses in connection with such third party claim, action, or suit, and
 11 to the attorney at law selected by the employee or the employee's
 12 dependents, a fee of twenty-five percent (25%), if collected without
 13 trial, of the amount of benefits after the expenses and costs in
 14 connection with such third party claim have been deducted therefrom,
 15 and a fee of thirty-three and one-third percent (33 1/3%), if collected
 16 after trial, of the amount of such benefits after deduction of the costs
 17 and reasonably necessary expenses in connection with such third party
 18 claim, action, or suit. The employer may, within ninety (90) days after
 19 receipt of notice of suit from the employee or the employee's
 20 dependents, join in the action upon the employee's motion so that all
 21 orders of court after hearing and judgment shall be made for the
 22 employee's protection.

23 (i) No release or settlement of claim for damages by reason of such
 24 injury or death, and no satisfaction of judgment in such proceedings
 25 shall be valid without the written consent of both employer or such
 26 employer's occupational disease insurance carrier, and employee, or the
 27 employee's dependents. However, in the case of the employer or such
 28 employer's occupational disease insurance carrier, such consent shall
 29 not be required where the employer or such employer's occupational
 30 disease insurance carrier has been fully indemnified or protected by
 31 court order.

32 SECTION 21. IC 27-7-2-20.2 IS AMENDED TO READ AS
 33 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 20.2. (a) Every
 34 company and the bureau shall file with the commissioner all minimum
 35 premiums, rates, and supplementary rate information that are to be used
 36 in Indiana. Such minimum premiums, rates, and supplementary rate
 37 information must be submitted to the commissioner at least thirty (30)
 38 days before the effective date. The commissioner shall disapprove a
 39 filing that does not meet the requirements of section 20.1 of this
 40 chapter. A filing shall be deemed approved unless disapproved by the
 41 commissioner within thirty (30) days after the filing is made. A
 42 company may adopt by reference, with or without deviation, the



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1 minimum premiums, rates, and supplementary rate information filed by
2 another company or by the bureau.

3 (b) Minimum premiums, rates, and supplementary information filed
4 under this section shall be filed in the form and manner prescribed by
5 the commissioner.

6 (c) There shall accompany each filing adequate proof that notice of
7 the filing has been mailed, by first class United States mail, to each
8 interested person at the person's address as shown on the records of the
9 department.

10 (d) All ~~information material filed under this chapter by the bureau~~
11 **or any company as part of any official rate filing** shall, as soon as
12 filed, be open to the public for inspection and copying under IC 5-14-3.
13 **This requirement is not applicable to information and data**
14 **transmitted to the department or the worker's compensation board**
15 **or to both, under section 20 or 40 of this chapter.**

16 SECTION 22. IC 27-7-2-40 IS ADDED TO THE INDIANA CODE
17 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
18 1, 2013]: **Sec. 40. The bureau may collect data from its members**
19 **under this chapter, including:**

20 (1) **claims data;**

21 (2) **policy data such as policy number, policy term, and**
22 **employer and employee identification information; and**

23 (3) **proof of coverage data such as employer identification**
24 **information, classification information, carrier information,**
25 **agency identification information, premium information, and**
26 **payroll data.**

27 **Unless this chapter specifically states otherwise, all data collected**
28 **by the bureau from its members is confidential and shall not be**
29 **disclosed or disseminated to third parties unless consented to by**
30 **the bureau. To the extent this chapter authorizes the bureau to**
31 **share the data with the department or the worker's compensation**
32 **board, the data must remain confidential and may not be**
33 **considered a public record under IC 5-14-3. The department and**
34 **the worker's compensation board shall not publish the data or**
35 **distribute the data to third parties.**

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COMMITTEE REPORT

Mr. Speaker: Your Committee on Employment, Labor and Pensions, to which was referred House Bill 1320, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 9, line 3, after "(b)" insert "**This subsection applies after June 30, 2014.**".

Page 9, line 14, delete "one hundred seventy-five percent (175%)" and insert "**two hundred twenty-five percent (225%)**".

Page 9, delete line 42.

Page 10, delete lines 1 through 3.

Page 22, line 3, delete "2013:" and insert "**2014:**".

Page 22, line 6, delete "and".

Page 22, line 8, delete "2013:" and insert "**2014, and before July 1, 2015:**".

Page 22, line 9, delete "one hundred twenty-five" and insert "**twenty dollars (\$1,020); and**".

Page 22, delete line 10.

Page 22, line 11, delete "\$75." and insert "**(\$75);**

(12) with respect to injuries occurring on and after July 1, 2015, and before July 1, 2016:

(A) not more than one thousand sixty-five dollars (\$1,065); and

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

(13) with respect to injuries occurring on and after July 1, 2016, and before July 1, 2017:

(A) not more than one thousand one hundred ten dollars (\$1,110); and

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

(14) with respect to injuries occurring on and after July 1, 2017, and before July 1, 2018:

(A) not more than one thousand one hundred fifty-five dollars (\$1,155); and

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

(15) with respect to injuries occurring on and after July 1, 2018:

(A) not more than one thousand two hundred dollars (\$1,200); and

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

Page 24, line 7, delete "2013," and insert "**2014,**".

Page 24, delete line 10 and insert "**2014, and before July 1, 2015, three hundred forty thousand dollars (\$340,000).**"

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(12) With respect to an injury occurring on and after July 1, 2015, and before July 1, 2016, three hundred fifty-five thousand dollars (\$355,000).

(13) With respect to an injury occurring on and after July 1, 2016, and before July 1, 2017, three hundred seventy thousand dollars (\$370,000).

(14) With respect to an injury occurring on and after July 1, 2017, and before July 1, 2018, three hundred eighty-five thousand dollars (\$385,000).

(15) With respect to an injury occurring on and after July 1, 2018, four hundred thousand dollars (\$400,000).

SECTION 19. IC 22-3-5-2 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 2. An employer required to carry insurance under IC 22-3-2-5 and section 1 of this chapter shall file with the worker's compensation board, in the form prescribed by it, **the board**, within ten (10) days after the termination of the employer's insurance by expiration or cancellation, evidence of the employer's compliance with section 1 of this chapter and other provisions relating to the insurance under IC 22-3-2 through IC 22-3-6 and shall pay a filing fee in the amount of:

(1) ten dollars (\$10) before July 1, 1992; **and**

(2) five dollars (\$5) on and after July 1, 1992, and before July 1, 1995; **and**

(3) two dollars (\$2), after July 1, 2013.

This filing fee shall be deposited in the worker's compensation supplemental administrative fund established by section 6 of this chapter and used to offset a part of the board's expenses related to the administration of health care provider reimbursement disputes. Proof of renewal of an existing insurance policy may be filed every three (3) years, but the filing fee for the policy shall be paid annually. An employer coming under the compensation provisions of IC 22-3-2 through IC 22-3-6 shall in a like manner file like evidence of compliance on the employer's part."

Page 25, line 37, after "in" insert "**bureau**".

Page 25, line 37, delete "filed by".

Page 25, line 38, delete "the bureau and approved by the commissioner".

Page 25, delete lines 39 through 40 and insert "**IC 27-7-2-20**".

Page 30, line 25, strike "in the construction".

Page 30, line 26, strike "trades".

Page 34, line 18, delete "one hundred seventy-five percent" and insert "**two hundred twenty-five percent (225%)**".



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Page 34, line 19, delete "(175%)".

Page 40, line 19, delete "one hundred seventy-five percent" and insert "**two hundred twenty-five percent (225%)**".

Page 40, line 20, delete "(175%)".

Page 57, line 25, delete "one hundred seventy-five percent (175%)" and insert "**two hundred twenty-five percent (225%)**".

Page 60, line 32, delete "2013:" and insert "**2014:**".

Page 60, line 35, delete "and".

Page 60, line 37, delete "2013:" and insert "**2014, and before July 1, 2015:**".

Page 60, line 38, delete "one hundred twenty-five" and insert "**twenty dollars (\$1,020); and**".

Page 60, delete line 39.

Page 60, line 40, delete "\$75." and insert "**(\$75);**

(12) with respect to disablements occurring on and after July 1, 2015, and before July 1, 2016:

(A) not more than one thousand sixty-five dollars (\$1,065); and

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

(13) with respect to disablements occurring on and after July 1, 2016, and before July 1, 2017:

(A) not more than one thousand one hundred ten dollars (\$1,110); and

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

(14) with respect to disablements occurring on and after July 1, 2017, and before July 1, 2018:

(A) not more than one thousand one hundred fifty-five dollars (\$1,155); and

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

(15) with respect to disablements occurring on and after July 1, 2018:

(A) not more than one thousand two hundred dollars (\$1,200); and

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

Page 62, line 37, delete "2013," and insert "**2014,**".

Page 62, delete lines 40 through 41 and insert "**July 1, 2014, and before July 1, 2015, three hundred forty thousand dollars (\$340,000).**

(12) With respect to disability or death occurring on and after July 1, 2015, and before July 1, 2016, three hundred fifty-five thousand dollars (\$355,000).

(13) With respect to disability or death occurring on and after

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July 1, 2016, and before July 1, 2017, three hundred seventy thousand dollars (\$370,000).

(14) With respect to disability or death occurring on and after July 1, 2017, and before July 1, 2018, three hundred eighty-five thousand dollars (\$385,000).

(15) With respect to disability or death occurring on and after July 1, 2018, four hundred thousand dollars (\$400,000)."

Page 68, line 34, delete "HCFA-1500." and insert "**CMS-1500.**".

Page 68, line 35, delete "HCFA-1450 (UB-92)." and insert "**CMS-1450 (UB-04).**".

Page 68, between lines 36 and 37, begin a new line block indented and insert:

"(4) ANSI-837I."

Page 70, line 8, delete "Except as provided in subsection (e), all" and insert "All".

Page 70, line 8, strike "information" and insert "**material**".

Page 70, line 9, strike "under this chapter" and insert "**by the bureau or any company as part of any official rate filing**".

Page 70, line 10, after "5-14-3." insert "**This requirement is not applicable to information and data transmitted to the department or the worker's compensation board or to both, under section 20 or section 40 of this chapter.**".

Page 70, delete lines 11 through 15, begin a new paragraph and insert:

"SECTION 20. IC 27-7-2-40 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 40. The bureau may collect data from its members under this chapter, including:**

- (1) claims data;**
- (2) policy data such as policy number, policy term, and employer and employee identification information; and**
- (3) proof of coverage data such as employer identification information, classification information, carrier information, agency identification information, premium information, and payroll data.**

Unless this chapter specifically states otherwise, all data collected by the bureau from its members is confidential and shall not be disclosed or disseminated to third parties unless consented to by the bureau. To the extent this chapter authorizes the bureau to share the data with the department or the worker's compensation board, the data must remain confidential and may not be considered a public record under IC 5-14-3. The department and



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the worker's compensation board shall not publish the data or distribute the data to third parties."

Renumber all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to HB 1320 as introduced.)

GUTWEIN, Chair

Committee Vote: yeas 11, nays 1.

HOUSE MOTION

Mr. Speaker: I move that House Bill 1320 be amended to read as follows:

Page 9, line 9, delete "following, if an amount has been" and insert **"following:"**.

Page 9, delete line 10.

Page 35, line 5, delete "22-3-6." and insert **"22-3-6, but does not include a professional corporation (as defined in IC 23-1.5-1-10) comprised of health care professionals (as defined in IC 23-1.5-1-8) formed to render professional services as set forth in IC 23-1.5-2-3(a)(4)."**

Page 41, line 6, delete "chapter." and insert **"chapter, but does not include a professional corporation (as defined in IC 23-1.5-1-10) comprised of health care professionals (as defined in IC 23-1.5-1-8) formed to render professional services as set forth in IC 23-1.5-2-3(a)(4)."**

Page 58, line 25, delete "following, if an amount has been" and insert **"following:"**.

Page 58, delete line 26.

Page 59, delete lines 17 through 20.

(Reference is to HB 1320 as printed February 19, 2013.)

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COMMITTEE REPORT

Madam President: The Senate Committee on Pensions and Labor, to which was referred House Bill No. 1320, has had the same under consideration and begs leave to report the same back to the Senate with the recommendation that said bill be AMENDED as follows:

Page 1, line 7, strike "his" and insert "**the injured employee's**".

Page 1, line 12, strike "his" and insert "**the injured employee's**".

Page 2, line 28, strike "evenamount" and insert "**amount**".

Page 4, line 20, strike "per cent" and insert "**percent**".

Page 4, line 23, strike "per".

Page 4, line 24, strike "cent" and insert "**percent**".

Page 7, between lines 10 and 11, begin a new paragraph and insert: "SECTION 3. IC 22-3-3-4.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 4.5. (a) As used in this section, "legend drug" has the meaning set forth in IC 25-26-14-7.**

(b) As used in this section, "repackage" has the meaning set forth in IC 25-26-14-9.3.

(c) This subsection does not apply to a retail or mail order pharmacy. Except as provided in subsection (d), whenever a prescription covered by IC 22-3-2 through IC 22-3-6 is filled using a repackaged legend drug, the maximum reimbursement amount for the repackaged legend drug must be computed using the average wholesale price set by the original manufacturer for the legend drug.

(d) If the National Drug Code (established under Section 510 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 360) for a legend drug cannot be determined from the medical service provider's billing or statement, the maximum reimbursement amount for the repackaged legend drug under subsection (c) is the lowest cost generic for that legend drug.

(e) This subsection does not apply to a retail or mail order pharmacy. The maximum period during which a medical service provider may dispense to an employee medication for which the medical service provider may receive a reimbursement under IC 22-3-2 through IC 22-3-6 is the period from the date of the employee's injury through the seventh day after the date of the employee's injury. A medical service provider may not be reimbursed under IC 22-3-2 through IC 22-3-6 for a medication dispensed to an employee after the seventh day after the date of the employee's injury."

Page 7, line 16, delete "For" and insert "**This subdivision applies**

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before July 1, 2014, to all medical service providers, and after June 30, 2014, to".

Page 7, line 17, delete "facility, such" and insert "**facility. Such**".

Page 7, line 20, delete "For" and insert "**This subdivision applies after June 30, 2014, to**".

Page 7, line 20, delete "facility, the" and insert "**facility. The**".

Page 8, line 20, after "provided" insert "**before July 1, 2014, by all medical service providers, and after June 30, 2014,**".

Page 9, line 3, after "2014" delete "." and insert ", **to a medical service facility.**".

Page 9, line 6, delete "either" and insert "**a reasonable amount, which is established by payment of one (1)**".

Page 9, line 8, after "negotiated" insert "**at any time**".

Page 9, between lines 13 and 14, begin a new line double block indented and insert:

"(D) A direct provider network that has contracted with a person described in clause (A) or (B)."

Page 9, line 14, delete "Not more than two hundred twenty-five percent (225%)" and insert "**Two hundred percent (200%)**".

Page 9, line 15, after "Medicare" insert "**on the same date**".

Page 9, line 16, after "product" delete "," and insert "**provided by the medical service facility,**".

Page 9, between lines 17 and 18, begin a new line block indented and insert:

"(3) An amount not less than one hundred twenty-five percent (125%) of the cost to the medical service facility of the specific service or product provided under worker's compensation, if an amount has not been negotiated as described in subdivision (1) and the parties have a dispute regarding the payment under subdivision (2). The medical service facility shall provide the cost amount required under this subdivision.

(c) The payment to a medical service provider located outside Indiana for a service or product furnished to an employee under IC 22-3-2 through IC 22-3-6 may not exceed the payment that would be made to the nearest similar medical service provider located in Indiana for furnishing the same service or product in Indiana.

(d) The payment to a medical service provider for an implant furnished to an employee under IC 22-3-2 through IC 22-3-6 may not exceed the invoice amount plus twenty-five percent (25%)."

Page 9, line 18, delete "(c)" and insert "(e)".

Page 9, line 33, delete "(d)" and insert "(f)".

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Page 9, between lines 41 and 42, begin a new paragraph and insert:
 "SECTION 6. IC 22-3-3-5.4 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 5.4. (a) This section applies after June 30, 2014.**

(b) A claim made by a medical service provider for payment for services or products provided under IC 22-3-2 through IC 22-3-6 must be:

- (1) filed with; and**
- (2) paid by;**

an employer and an employer's insurance carrier, if any, electronically.

(c) A medical service provider shall submit only the following forms for payment by an employer or an employer's insurance carrier:

- (1) CMS-1500.**
- (2) CMS-1450 (UB-04).**
- (3) American Dental Association (ADA) claim form.**
- (4) ANSI-837I.**

(d) Not more than thirty (30) days after the date on which the claim is received, the employer or the employer's insurance carrier shall pay or deny the claim made by the medical service provider.

SECTION 7. IC 22-3-3-5.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 5.5. (a) If an employer determines that a medical service provider has made an excessive charge or required an unjustified service or product, the medical service provider:**

- (1) may not receive reimbursement under this article for the excessive charge or unjustified service or product; and**
- (2) is liable to return to the employer any amounts received as reimbursement for the excessive charge or unjustified service or product.**

(b) The worker's compensation board may review the records and medical bills of a medical service provider that an employer determines is not complying with the schedule of charges or is requiring unjustified services or products."

Page 13, line 34, strike "(5)," and insert "(4),".

Page 18, line 6, after "2010," insert "**and before July 1, 2014,**".

Page 18, between lines 14 and 15, begin a new line block indented and insert:

"(13) With respect to injuries occurring on and after July 1, 2014, for each degree of permanent impairment from one (1) to ten (10), one thousand seven hundred fifty dollars (\$1,750)

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per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand nine hundred fifty-two dollars (\$1,952) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), three thousand one hundred eighty-six dollars (\$3,186) per degree; for each degree of permanent impairment above fifty (50), four thousand sixty dollars (\$4,060) per degree."

Page 19, line 3, delete "2013," and insert "2014,".

Page 19, line 6, delete "2013," and insert "2014,".

Page 19, line 6, delete "twenty-five" and insert "seventy".

Page 19, line 6, delete "(\$1,125)." and insert "(\$1,170).".

Page 22, line 2, after "(\$75);" insert "and".

Page 22, delete lines 3 through 27, begin a new line block indented and insert:

"(11) with respect to injuries occurring on and after July 1, 2014:

(A) not more than one thousand one hundred seventy dollars (\$1,170); and

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

Page 24, delete lines 25 through 38, begin a new line block indented and insert:

"(11) With respect to an injury occurring on and after July 1, 2014, three hundred ninety thousand dollars (\$390,000)."

Page 35, line 1, delete "a hospital, clinic, surgery".

Page 35, delete lines 2 through 3.

Page 35, line 4, delete "IC 22-3-6, but" and insert "any of the following that provides a service or product under IC 22-3-2 through IC 22-3-6:

(1) A hospital (as defined in IC 16-18-2-179).

(2) A hospital based health facility (as defined in IC 16-18-2-180).

(3) A medical center (as defined in IC 16-18-2-223.4).

The term".

Page 35, line 7, after "IC 23-1.5-2-3(a)(4)" delete "." and insert "**or a health care professional (as defined in IC 23-1.5-1-8) who bills for a service or product provided under IC 22-3-2 through IC 22-3-6 as an individual or a member of a group practice.**".

Page 35, line 12, delete "For payment" and insert "**This subdivision applies before July 1, 2014, to all medical service providers, and after June 30, 2014,**".

Page 35, line 13, delete "facility, payment" and insert "**facility. Payment**".



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Page 35, line 17, delete "For payment" and insert "**This subdivision applies after June 30, 2014,**".

Page 35, line 17, delete "facility, payment" and insert "**facility. Payment**".

Page 35, line 18, delete "an amount equal to" and insert "**a reasonable amount, which is established by payment of one (1) of**".

Page 35, line 19, after "negotiated" insert "**at any time**".

Page 35, between lines 25 and 26, begin a new line triple block indented and insert:

"(iv) A direct provider network that has contracted with a person described in item (i) or (ii)."

Page 35, line 26, delete "Not more than two hundred twenty-five percent" and insert "**Two hundred percent**".

Page 35, line 27, delete "(225%)" and insert "**(200%)**".

Page 35, line 27, after "Medicare" insert "**on the same date**".

Page 35, line 28, after "product" delete "," and insert "**provided by the medical service facility,**".

Page 35, between lines 29 and 30, begin a new line double block indented and insert:

"(C) An amount not less than one hundred twenty-five percent (125%) of the cost to the medical service facility of the specific service or product provided under worker's compensation, if an amount has not been negotiated as described in clause (A) and the parties have a dispute regarding the payment under clause (B). The medical service facility shall provide the cost amount required under this clause."

Page 41, line 5, after "means" delete "a".

Page 41, delete lines 6 through 7.

Page 41, line 8, delete "under this chapter, but" and insert "**any of the following that provides a service or product under this chapter:**

(1) A hospital (as defined in IC 16-18-2-179).

(2) A hospital based health facility (as defined in IC 16-18-2-180).

(3) A medical center (as defined in IC 16-18-2-223.4).

The term".

Page 41, line 11, after "IC 23-1.5-2-3(a)(4)" delete "." and insert "**or a health care professional (as defined in IC 23-1.5-1-8) who bills for a service or product provided under this chapter as an individual or a member of a group practice.**".

Page 41, line 16, delete "For payment" and insert "**This subdivision applies before July 1, 2014, to all medical service providers, and**

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after June 30, 2014,".

Page 41, line 17, delete "facility, payment" and insert "**facility. Payment**".

Page 41, line 21, delete "For payment" and insert "**This subdivision applies after June 30, 2014,**".

Page 41, line 21, delete "facility, payment" and insert "**facility. Payment**".

Page 41, line 22, delete "an amount equal to" and insert "**a reasonable amount, which is established by payment of one (1) of**".

Page 41, line 23, after "negotiated" insert "**at any time**".

Page 41, between lines 29 and 30, begin a new line triple block indented and insert:

"(iv) A direct provider network that has contracted with a person described in item (i) or (ii)."

Page 41, line 30, delete "Not more than two hundred twenty-five percent" and insert "**Two hundred percent**".

Page 41, line 31, delete "(225%)" and insert "**(200%)**".

Page 41, line 31, after "Medicare" insert "**on the same date**".

Page 41, line 32, after "product" delete "," and insert "**provided by the medical service facility,**".

Page 41, between lines 33 and 34, begin a new line double block indented and insert:

"(C) An amount not less than one hundred twenty-five percent (125%) of the cost to the medical service facility of the specific service or product provided under occupational diseases compensation, if an amount has not been negotiated as described in clause (A) and the parties have a dispute regarding the payment under clause (B). The medical service facility shall provide the cost amount required under this clause."

Page 51, line 30, after "2010," insert "**and before July 1, 2014,**".

Page 51, between lines 37 and 38, begin a new line block indented and insert:

"(13) With respect to disablements occurring on and after July 1, 2014, for each degree of permanent impairment from one (1) to ten (10), one thousand seven hundred fifty dollars (\$1,750) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand nine hundred fifty-two dollars (\$1,952) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), three thousand one hundred eighty-six dollars (\$3,186) per degree; for each degree of permanent impairment above



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fifty (50), four thousand sixty dollars (\$4,060) per degree."

Page 52, line 37, delete "2013," and insert "2014,".

Page 52, line 40, delete "2013," and insert "2014,".

Page 52, line 40, delete "twenty-five" and insert "seventy".

Page 52, line 41, delete "\$1,125)." and insert "\$1,170)."

Page 57, line 42, after "provided" insert **"before July 1, 2014, by all medical service providers, and after June 30, 2014,"**.

Page 58, line 25, after "(b)" insert **"This subsection applies after June 30, 2014, to a medical service facility."**

Page 58, line 28, after "equal to" insert **"a reasonable amount, which is established by payment of one (1) of"**.

Page 58, line 29, after "negotiated" insert **"at any time"**.

Page 58, between lines 34 and 35, begin a new line double block indented and insert:

"(D) A direct provider network that has contracted with a person described in clause (A) or (B)."

Page 58, line 35, delete "Not more than two hundred twenty-five percent (225%)" and insert **"Two hundred percent (200%)"**.

Page 58, line 36, after "Medicare" insert **"on the same date"**.

Page 58, line 37, after "product" delete "," and insert **"provided by the medical service facility,"**.

Page 58, between lines 38 and 39, begin a new line block indented and insert:

"(3) An amount not less than one hundred twenty-five percent (125%) of the cost to the medical service facility of a specific service or product provided under occupational diseases compensation, if an amount has not been negotiated as described in subdivision (1) and the parties have a dispute regarding the payment under subdivision (2). The medical service facility shall provide the cost amount required under this subdivision.

(c) The payment to a medical service provider located outside Indiana for a service or product furnished to an employee under this chapter may not exceed the payment that would be made to the nearest similar medical service provider located in Indiana for furnishing the same service or product in Indiana.

(d) The payment to a medical service provider for an implant furnished to an employee under this chapter may not exceed the invoice amount plus twenty-five percent (25%)."

Page 58, line 39, delete "(c)" and insert "(e)".

Page 59, line 12, delete "(d)" and insert "(f)".

Page 59, between lines 20 and 21, begin a new paragraph and insert:

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"SECTION 18. IC 22-3-7-17.3 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 17.3. (a) This section applies after June 30, 2014.**

(b) A claim made by a medical service provider for payment for services or products provided under this chapter must be:

- (1) filed with; and**
- (2) paid by;**

an employer and an employer's insurance carrier, if any, electronically.

(c) A medical service provider shall submit only the following forms for payment by an employer or an employer's insurance carrier:

- (1) CMS-1500.**
- (2) CMS-1450 (UB-04).**
- (3) American Dental Association (ADA) claim form.**
- (4) ANSI-837I.**

(d) Not more than thirty (30) days after the date on which the claim is received, the employer or the employer's insurance carrier shall pay or deny the claim made by the medical service provider.

SECTION 19. IC 22-3-7-17.4 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 17.4. (a) As used in this section, "legend drug" has the meaning set forth in IC 25-26-14-7.**

(b) As used in this section, "repackage" has the meaning set forth in IC 25-26-14-9.3.

(c) This subsection does not apply to a retail or mail order pharmacy. Except as provided in subsection (d), whenever a prescription covered by this chapter is filled using a repackaged legend drug, the maximum reimbursement amount for the repackaged legend drug must be computed using the average wholesale price set by the original manufacturer for the legend drug.

(d) If the National Drug Code (established under Section 510 of the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 360) for a legend drug cannot be determined from the medical service provider's billing or statement, the maximum reimbursement amount for the repackaged legend drug under subsection (c) is the lowest cost generic for that legend drug.

(e) The maximum period during which a medical service provider that is not a retail or mail order pharmacy may dispense to an employee medication for which the medical service provider

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may receive a reimbursement under this chapter is the period of seven (7) days after the date of the employee's disablement. A medical service provider that is not a retail or mail order pharmacy may not be reimbursed under this article for a medication dispensed to an employee after the seventh day after the date of the employee's disablement.

SECTION 20. IC 22-3-7-17.5 IS ADDED TO THE INDIANA CODE AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: **Sec. 17.5. (a) If an employer determines that a medical service provider has made an excessive charge or required an unjustified service or product, the medical service provider:**

- (1) may not receive reimbursement under this chapter for the excessive charge or unjustified service or product; and**
- (2) is liable to return to the employer any amounts received as reimbursement for the excessive charge or unjustified service or product.**

(b) The worker's compensation board may review the records and medical bills of a medical service provider that an employer determines is not complying with the schedule of charges or is requiring unjustified services or products."

Page 61, line 40, after "\$75);" insert "and".

Page 61, delete lines 41 through 42, begin a new line block indented and insert:

"(11) with respect to disablements occurring on and after July 1, 2014:

- (A) not more than one thousand one hundred seventy dollars (\$1,170); and**
- (B) not less than seventy-five dollars (\$75)."**

Page 62, delete lines 1 through 23.

Page 64, delete lines 22 through 35, begin a new line block indented and insert:

"(11) With respect to disability or death occurring on and after July 1, 2014, three hundred ninety thousand dollars (\$390,000)."

Page 69, delete lines 8 through 42.

Delete page 70.

Page 71, delete lines 1 through 24, begin a new paragraph and insert:

"SECTION 23. IC 22-3-13 IS ADDED TO THE INDIANA CODE AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]:

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**Chapter 13. Worker's Compensation and Occupational Diseases
Compensation Program Advisory Committee**

Sec. 1. As used in this chapter, "billing review service" means a person or an entity that reviews a medical service provider's bills or statements to determine pecuniary liability under IC 22-3-2 through IC 22-3-7.

Sec. 2. As used in this chapter, "committee" refers to the worker's compensation and occupational diseases compensation program advisory committee established by section 4 of this chapter.

Sec. 3. As used in this chapter, "medical service provider" means a person or an entity that provides services and products to an employee under IC 22-3-2 through IC 22-3-7.

Sec. 4. (a) The worker's compensation and occupational diseases compensation program advisory committee is established.

(b) The committee shall act in an advisory capacity to the worker's compensation board in the administration of the worker's compensation and occupational diseases compensation program under IC 22-3-2 through IC 22-3-7.

Sec. 5. The committee consists of the following members:

(1) One (1) member of each of the following organizations, appointed by the governor:

- (A) Indiana State Medical Association.**
- (B) Indiana Hospital Association.**
- (C) Indiana Federation of Ambulatory Surgical Centers.**
- (D) AFL-CIO.**
- (E) Indiana State Building and Construction Trades Council.**
- (F) Insurance Institute of Indiana.**
- (G) Indiana Manufacturers Association.**
- (H) Indiana Chamber of Commerce.**
- (I) National Federation of Independent Business.**
- (J) Indiana Builders Association.**
- (K) Indiana Self Insurers Association.**

(2) One (1) member representing billing review services, appointed by the governor.

(3) One (1) member of the house of representatives appointed by the speaker of the house of representatives, who serves as a nonvoting member of the committee.

(4) One (1) member of the senate appointed by the president pro tempore of the senate, who serves as a nonvoting member of the committee.



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(5) The chair of the worker's compensation board, who shall serve as an ex officio member of the committee.

Sec. 6. (a) This section does not apply to a member of the house of representatives or a member of the senate.

(b) An appointment to the committee is for a four (4) year term, beginning on July 1, 2013, but a member serves until a successor is designated.

Sec. 7. The term of a committee member who is a member of the house of representatives or a member of the senate coincides with the member's legislative term of office.

Sec. 8. If a vacancy on the committee occurs, the person who appointed the member whose position is vacant shall appoint an individual to fill the vacancy using the criteria in section 5 of this chapter.

Sec. 9. (a) The chair of the worker's compensation board serves as the chair of the committee.

(b) The committee shall meet at least four (4) times each year, once each calendar quarter, and may meet more frequently at the call of the chair.

(c) The chair shall establish the agenda for each meeting of the committee.

Sec. 10. (a) Each member of the committee who is not a state employee or is not a member of the general assembly is entitled to the following:

- (1) The salary per diem provided under IC 4-10-11-2.1(b).
- (2) Reimbursement for traveling expenses as provided under IC 4-13-1-4.
- (3) Other expenses actually incurred in connection with the member's duties, as provided in the state policies and procedures established by the department of administration and approved by the budget agency.

(b) Each member of the committee who is a state employee but not a member of the general assembly is entitled to the following:

- (1) Reimbursement for traveling expenses as provided under IC 4-13-1-4.
- (2) Other expenses actually incurred in connection with the member's duties, as provided in the state policies and procedures established by the department of administration and approved by the budget agency.

(c) Each member of the committee who is a member of the general assembly is entitled to the same:

- (1) per diem;



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(2) mileage; and
(3) travel allowances;
paid to legislative members of interim study committees established by the legislative council.

Sec. 11. The committee shall make a report annually not later than September 1, beginning September 1, 2014, to the legislative council concerning recommendations and proposed changes related to the worker's compensation and occupational diseases compensation program. The report must be in an electronic format under IC 5-14-6."

Page 72, line 8, after "20 or" delete "section".
Re-number all SECTIONS consecutively.

and when so amended that said bill do pass.

(Reference is to HB 1320 as reprinted February 22, 2013.)

BOOTS, Chairperson

Committee Vote: Yeas 8, Nays 1.

SENATE MOTION

Madam President: I move that Engrossed House Bill 1320 be amended to read as follows:

Page 11, line 13, delete "2014." and insert "2015".
Page 62, line 36, delete "2014." and insert "2015".

(Reference is to EHB 1320 as printed April 5, 2013.)

BOOTS

SENATE MOTION

Madam President: I move that Engrossed House Bill 1320 be amended to read as follows:

Page 30, line 39, delete "P.L.168-2011," and insert "HEA 1325-2013,".

Page 30, line 40, delete "11," and insert "10,".

Page 34, between lines 4 and 5, begin a new line block indented and insert:

"(12) An individual who is not an employee of the state or a



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political subdivision is considered to be a temporary employee of the state for purposes of IC 22-3-2 through IC 22-3-6 while serving as a member of a mobile support unit on duty for training, an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B)."

Page 37, line 35, delete "P.L.6-2012," and insert "HEA 1325-2013,".

Page 37, line 36, delete "150," and insert "11,".

Page 40, between lines 16 and 17, begin a new line block indented and insert:

"(10) An individual who is not an employee of the state or a political subdivision is considered to be a temporary employee of the state for purposes of this chapter while serving as a member of a mobile support unit on duty for training, an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B)."

(Reference is to EHB 1320 as printed April 5, 2013.)

BOOTS

SENATE MOTION

Madam President: I move that Engrossed House Bill 1320 be amended to read as follows:

Page 73, delete lines 10 through 42.

Delete page 74.

Page 75, delete lines 1 through 22.

Renumber all SECTIONS consecutively.

(Reference is to EHB 1320 as printed April 5, 2013.)

TALLIAN

SENATE MOTION

Madam President: I move that Engrossed House Bill 1320 be amended to read as follows:

Page 11, delete lines 31 through 42.

Page 12, delete lines 1 through 2.

Page 30, line 39, delete "P.L.168-2011," and insert "HEA 1325-2013,".

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Page 30, line 40, delete "11," and insert "10,".

Page 34, between lines 4 and 5, begin a new line block indented and insert:

"(12) An individual who is not an employee of the state or a political subdivision is considered to be a temporary employee of the state for purposes of IC 22-3-2 through IC 22-3-6 while serving as a member of a mobile support unit on duty for training, an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B)."

Page 37, line 35, delete "P.L.6-2012," and insert "HEA 1325-2013,".

Page 37, line 36, delete "150," and insert "11,".

Page 40, between lines 16 and 17, begin a new line block indented and insert:

"(10) An individual who is not an employee of the state or a political subdivision is considered to be a temporary employee of the state for purposes of this chapter while serving as a member of a mobile support unit on duty for training, an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B)."

Page 63, delete lines 39 through 42.

Page 64, delete lines 1 through 11.

Re-number all SECTIONS consecutively.

(Reference is to EHB 1320 as introduced.)

MILLER PATRICIA

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