



Reprinted
February 22, 2013

HOUSE BILL No. 1320

DIGEST OF HB 1320 (Updated February 21, 2013 4:47 pm - DI 96)

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

Synopsis: Worker's compensation. Specifies the pecuniary liability for worker's compensation payments to a medical service facility. Allows a medical services provider to request an 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. Increases average weekly wages used to determine worker's compensation and occupational disease benefit amounts. Defines "medical service facility", "services and/or product", and "medical service provider" for purposes of the worker's compensation law. Provides for worker's compensation insurance policy periods as permitted in certain rules. Specifies clean claim payment requirements related to worker's compensation claims. 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.

Effective: July 1, 2013.

Lehman, Soliday

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.

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HB 1320—LS 7270/DI 97+



Reprinted
February 22, 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.

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 dependents, in case of death, may commence legal proceedings
8 against the other person to recover damages notwithstanding the
9 employer's or the employer's compensation insurance carrier's payment
10 of or liability to pay compensation under chapters 2 through 6 of this
11 article. In that case, however, if the action against the other person is
12 brought by the injured employee or his dependents and judgment is
13 obtained and paid, and accepted or settlement is made with the other
14 person, either with or without suit, then from the amount received by
15 the employee or dependents there shall be paid to the employer or the
16 employer's compensation insurance carrier, subject to its paying its
17 pro-rata share of the reasonable and necessary costs and expenses of

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

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

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



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1 ~~supplies; products~~, to which the employee or in the event of ~~his the~~
2 ~~employee's~~ death, which ~~his the employee's~~ dependents would be
3 entitled if there had been no action brought against the other party.

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

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

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

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

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

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

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

42 SECTION 2. IC 22-3-3-4, AS AMENDED BY P.L.67-2010,

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1 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 2 JULY 1, 2013]: Sec. 4. (a) After an injury and prior to an adjudication
 3 of permanent impairment, the employer shall furnish or cause to be
 4 furnished, free of charge to the employee, an attending physician for
 5 the treatment of the employee's injuries, and in addition thereto such
 6 ~~surgical, hospital, and nursing~~ services and ~~supplies~~ **products** as the
 7 attending physician or the worker's compensation board may deem
 8 necessary. If the employee is requested or required by the employer to
 9 submit to treatment outside the county of employment, the employer
 10 shall also pay the reasonable expense of travel, food, and lodging
 11 necessary during the travel, but not to exceed the amount paid at the
 12 time of the travel by the state to its employees under the state travel
 13 policies and procedures established by the department of
 14 administration and approved by the state budget agency. If the
 15 treatment or travel to or from the place of treatment causes a loss of
 16 working time to the employee, the employer shall reimburse the
 17 employee for the loss of wages using the basis of the employee's
 18 average daily wage.

19 (b) During the period of temporary total disability resulting from the
 20 injury, the employer shall furnish the physician, services and ~~supplies~~;
 21 **products**, and the worker's compensation board may, on proper
 22 application of either party, require that treatment by the physician and
 23 services and ~~supplies~~ **products** be furnished by or on behalf of the
 24 employer as the worker's compensation board may deem reasonably
 25 necessary.

26 (c) After an employee's injury has been adjudicated by agreement
 27 or award on the basis of permanent partial impairment and within the
 28 statutory period for review in such case as provided in section 27 of
 29 this chapter, the employer may continue to furnish a physician or
 30 surgeon and other medical services and ~~supplies~~ **products**, and the
 31 worker's compensation board may within the statutory period for
 32 review as provided in section 27 of this chapter, on a proper application
 33 of either party, require that treatment by that physician and other
 34 ~~medical~~ services and ~~supplies~~ **products** be furnished by and on behalf
 35 of the employer as the worker's compensation board may deem
 36 necessary to limit or reduce the amount and extent of the employee's
 37 impairment. The refusal of the employee to accept such services and
 38 ~~supplies~~ **products**, when provided by or on behalf of the employer,
 39 shall bar the employee from all compensation otherwise payable during
 40 the period of the refusal, and the employee's right to prosecute any
 41 proceeding under IC 22-3-2 through IC 22-3-6 shall be suspended and
 42 abated until the employee's refusal ceases. The employee must be



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

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

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

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

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

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

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

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

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

11 SECTION 3. IC 22-3-3-5, AS AMENDED BY P.L.168-2011,
 12 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 13 JULY 1, 2013]: Sec. 5. (a) The pecuniary liability of the employer for
 14 ~~medical, surgical, hospital and nurse a~~ service **or product** herein
 15 required shall be limited to **the following**:

16 **(1) For a medical service provider that is not a medical service**
 17 **facility**, such charges as prevail as provided under ~~IC 22-3-6-1(j)~~;
 18 **IC 22-3-6-1(k)(1)**, in the same community (as defined in
 19 IC 22-3-6-1(h)) for a like service or product to injured persons.

20 **(2) For a medical service facility, the amount provided under**
 21 **IC 22-3-6-1(k)(2).**

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

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

27 (d) All claims by a ~~health care~~ **medical service** provider for
 28 payment for services **or products** are against the employer and the
 29 employer's insurance carrier, if any, and must be made with the board
 30 under IC 22-3-2 through IC 22-3-6. After June 30, 2011, a ~~health care~~
 31 **medical service** provider must file an application for adjustment of a
 32 claim for a ~~health care~~ **medical service** provider's fee with the board
 33 not later than two (2) years after the receipt of an initial written
 34 communication from the employer, the employer's insurance carrier, if
 35 any, or an agent acting on behalf of the employer after the ~~health care~~
 36 **medical service** provider submits a bill for services **or products**. To
 37 offset a part of the board's expenses related to the administration of
 38 ~~health care~~ **medical service** provider reimbursement disputes, a
 39 ~~hospital or facility that is a medical service provider (as defined in~~
 40 ~~IC 22-3-6-1)~~ **facility** shall pay a filing fee of sixty dollars (\$60) in a
 41 balance billing case. The filing fee must accompany each application
 42 filed with the board. If an employer, an employer's insurance carrier, or

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1 an agent acting on behalf of the employer denies or fails to pay any
2 amount on a claim submitted by a ~~hospital or facility that is a~~ medical
3 service ~~provider, facility,~~ a filing fee is not required to accompany an
4 application that is filed for the denied or unpaid claim. A ~~health care~~
5 **medical service** provider may combine up to ten (10) individual claims
6 into one (1) application whenever:

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

11 (e) The worker's compensation board may withhold the approval of
12 the fees of the attending physician in a case until the attending
13 physician files a report with the worker's compensation board on the
14 form prescribed by the board.

15 SECTION 4. IC 22-3-3-5.2 IS AMENDED TO READ AS
16 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.2. (a) A billing
17 review service shall adhere to the following requirements to determine
18 the pecuniary liability of an employer or an employer's insurance
19 carrier for a specific service or product covered under worker's
20 compensation **provided by a medical service provider that is not a**
21 **medical service facility:**

- 22 (1) The formation of a billing review standard, and any
- 23 subsequent analysis or revision of the standard, must use data that
- 24 is based on the medical service provider billing charges as
- 25 submitted to the employer and the employer's insurance carrier
- 26 from the same community. This subdivision does not apply when
- 27 a unique or specialized service or product does not have sufficient
- 28 comparative data to allow for a reasonable comparison.
- 29 (2) Data used to determine pecuniary liability must be compiled
- 30 on or before June 30 and December 31 of each year.
- 31 (3) Billing review standards must be revised for prospective
- 32 future payments of medical service provider bills to provide for
- 33 payment of the charges at a rate not more than the charges made
- 34 by eighty percent (80%) of the medical service providers during
- 35 the prior six (6) months within the same community. The data
- 36 used to perform the analysis and revision of the billing review
- 37 standards may not be more than two (2) years old and must be
- 38 periodically updated by a representative inflationary or
- 39 deflationary factor. Reimbursement for these charges may not
- 40 exceed the actual charge invoiced by the medical service
- 41 provider.
- 42 (4) ~~The billing review standard shall include the billing charges~~

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1 of all hospitals in the applicable community for the service or
2 product.

3 **(b) This subsection applies after June 30, 2014. The pecuniary**
4 **liability of an employer or an employer's insurance carrier for a**
5 **specific service or product covered under worker's compensation**
6 **and provided by a medical service facility is equal to either of the**
7 **following:**

8 **(1) The amount negotiated between the medical service**
9 **facility and any of the following:**

10 **(A) The employer.**

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

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

14 **(2) Not more than two hundred twenty-five percent (225%) of**
15 **the amount payable under Medicare for the same service or**
16 **product, if an amount has not been negotiated as described in**
17 **subdivision (1).**

18 ~~(b)~~ **(c)** A medical service provider may request an explanation from
19 a billing review service if the medical service provider's bill has been
20 reduced as a result of application of the eightieth percentile or of a
21 Current Procedural Terminology (CPT) **or Medicare** coding change.
22 The request must be made not later than sixty (60) days after receipt of
23 the notice of the reduction. If a request is made, the billing review
24 service must provide:

25 (1) the name of the billing review service used to make the
26 reduction;

27 (2) the dollar amount of the reduction;

28 (3) the dollar amount of the ~~medical~~ **service or product** at the
29 eightieth percentile; and

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

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

33 ~~(c)~~ **(d)** If, after a hearing, the worker's compensation board finds that
34 a billing review service used a billing review standard that did not
35 comply with subsection (a)(1) through ~~(a)(4)~~ **(a)(3), as applicable**, in
36 determining the pecuniary liability of an employer or an employer's
37 insurance carrier for a ~~health care~~ **medical service** provider's charge
38 for services or products covered under worker's compensation, the
39 worker's compensation board may assess a civil penalty against the
40 billing review service in an amount not less than one hundred dollars
41 (\$100) and not more than one thousand dollars (\$1,000).

42 SECTION 5. IC 22-3-3-10, AS AMENDED BY P.L.3-2008,



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1 SECTION 156, IS AMENDED TO READ AS FOLLOWS
 2 [EFFECTIVE JULY 1, 2013]: Sec. 10. (a) With respect to injuries in
 3 the schedule set forth in subsection (d) occurring on and after July 1,
 4 1979, and before July 1, 1988, the employee shall receive, in addition
 5 to temporary total disability benefits not to exceed fifty-two (52) weeks
 6 on account of the injury, a weekly compensation of sixty percent (60%)
 7 of the employee's average weekly wages, not to exceed one hundred
 8 twenty-five dollars (\$125) average weekly wages, for the period stated
 9 for the injury.

10 (b) With respect to injuries in the schedule set forth in subsection
 11 (d) occurring on and after July 1, 1988, and before July 1, 1989, the
 12 employee shall receive, in addition to temporary total disability benefits
 13 not exceeding seventy-eight (78) weeks on account of the injury, a
 14 weekly compensation of sixty percent (60%) of the employee's average
 15 weekly wages, not to exceed one hundred sixty-six dollars (\$166)
 16 average weekly wages, for the period stated for the injury.

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

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

31 (1) Amputation: For the loss by separation of the thumb, sixty
 32 (60) weeks, of the index finger forty (40) weeks, of the second
 33 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
 34 weeks, of the fourth or little finger twenty (20) weeks, of the hand
 35 by separation below the elbow joint two hundred (200) weeks, or
 36 the arm above the elbow two hundred fifty (250) weeks, of the big
 37 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
 38 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
 39 of the fifth or little toe ten (10) weeks, for loss occurring on and
 40 after April 1, 1959, by separation of the foot below the knee joint,
 41 one hundred seventy-five (175) weeks and of the leg above the
 42 knee joint two hundred twenty-five (225) weeks. The loss of more

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1 than one (1) phalange of a thumb or toes shall be considered as
 2 the loss of the entire thumb or toe. The loss of more than two (2)
 3 phalanges of a finger shall be considered as the loss of the entire
 4 finger. The loss of not more than one (1) phalange of a thumb or
 5 toe shall be considered as the loss of one-half (1/2) of the thumb
 6 or toe and compensation shall be paid for one-half (1/2) of the
 7 period for the loss of the entire thumb or toe. The loss of not more
 8 than one (1) phalange of a finger shall be considered as the loss
 9 of one-third (1/3) of the finger and compensation shall be paid for
 10 one-third (1/3) the period for the loss of the entire finger. The loss
 11 of more than one (1) phalange of the finger but not more than two
 12 (2) phalanges of the finger, shall be considered as the loss of
 13 one-half (1/2) of the finger and compensation shall be paid for
 14 one-half (1/2) of the period for the loss of the entire finger.

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

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

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

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

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

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

40 (g) With respect to injuries in the schedule set forth in subsection
 41 (h) occurring on and after July 1, 1989, and before July 1, 1990, the
 42 employee shall receive, in addition to temporary total disability benefits

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1 not exceeding seventy-eight (78) weeks on account of the injury, a
2 weekly compensation of sixty percent (60%) of the employee's average
3 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
4 average weekly wages, for the period stated for the injury.

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

12 (1) Loss of use: The total permanent loss of the use of an arm,
13 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
14 as the equivalent of the loss by separation of the arm, hand,
15 thumb, finger, leg, foot, toe, or phalange, and compensation shall
16 be paid for the same period as for the loss thereof by separation.

17 (2) Partial loss of use: For the permanent partial loss of the use of
18 an arm, hand, thumb, finger, leg, foot, toe, or phalange,
19 compensation shall be paid for the proportionate loss of the use of
20 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

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

23 (4) For any permanent reduction of the sight of an eye less than a
24 total loss as specified in subsection (d)(3), compensation shall be
25 paid for a period proportionate to the degree of such permanent
26 reduction without correction or glasses. However, when such
27 permanent reduction without correction or glasses would result in
28 one hundred percent (100%) loss of vision, but correction or
29 glasses would result in restoration of vision, then in such event
30 compensation shall be paid for fifty percent (50%) of such total
31 loss of vision without glasses, plus an additional amount equal to
32 the proportionate amount of such reduction with glasses, not to
33 exceed an additional fifty percent (50%).

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

38 (6) In all other cases of permanent partial impairment,
39 compensation proportionate to the degree of such permanent
40 partial impairment, in the discretion of the worker's compensation
41 board, not exceeding five hundred (500) weeks.

42 (7) In all cases of permanent disfigurement which may impair the

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1 future usefulness or opportunities of the employee, compensation,
2 in the discretion of the worker's compensation board, not
3 exceeding two hundred (200) weeks, except that no compensation
4 shall be payable under this subdivision where compensation is
5 payable elsewhere in this section.

6 (i) With respect to injuries in the following schedule occurring on
7 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 injury, compensation in an
10 amount determined under the following schedule to be paid weekly at
11 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's
12 average weekly wages during the fifty-two (52) weeks immediately
13 preceding the week in which the injury 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; by 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: For the loss by separation of any of the body
32 parts described in subdivision (1) on or after July 1, 1997, and for
33 the loss by separation of any of the body parts described in
34 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
35 values per degree applying on the date of the injury as described
36 in subsection (j) shall be multiplied by two (2). However, the
37 doubling provision of this subdivision does not apply to a loss of
38 use that is not a loss by separation.

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

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

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1 permanent reduction without correction or glasses. However,
 2 when a permanent reduction without correction or glasses would
 3 result in one hundred percent (100%) loss of vision, then
 4 compensation shall be paid for fifty percent (50%) of the total loss
 5 of vision without glasses, plus an additional amount equal to the
 6 proportionate amount of the reduction with glasses, not to exceed
 7 an additional fifty percent (50%).

8 (13) For any permanent reduction of the hearing of one (1) or both
 9 ears, less than the total loss as specified in subsection (h)(5),
 10 compensation shall be paid in an amount proportionate to the
 11 degree of a permanent reduction.

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

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

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

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

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



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1 degree.

2 (3) With respect to injuries occurring on and after July 1, 1993,

3 and before July 1, 1997, for each degree of permanent impairment

4 from one (1) to ten (10), five hundred dollars (\$500) per degree;

5 for each degree of permanent impairment from eleven (11) to

6 twenty (20), seven hundred dollars (\$700) per degree; for each

7 degree of permanent impairment from twenty-one (21) to

8 thirty-five (35), one thousand dollars (\$1,000) per degree; for

9 each degree of permanent impairment from thirty-six (36) to fifty

10 (50), one thousand four hundred dollars (\$1,400) per degree; for

11 each degree of permanent impairment above fifty (50), one

12 thousand seven hundred dollars (\$1,700) per degree.

13 (4) With respect to injuries occurring on and after July 1, 1997,

14 and before July 1, 1998, for each degree of permanent impairment

15 from one (1) to ten (10), seven hundred fifty dollars (\$750) per

16 degree; for each degree of permanent impairment from eleven

17 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;

18 for each degree of permanent impairment from thirty-six (36) to

19 fifty (50), one thousand four hundred dollars (\$1,400) per degree;

20 for each degree of permanent impairment above fifty (50), one

21 thousand seven hundred dollars (\$1,700) per degree.

22 (5) With respect to injuries occurring on and after July 1, 1998,

23 and before July 1, 1999, for each degree of permanent impairment

24 from one (1) to ten (10), seven hundred fifty dollars (\$750) per

25 degree; for each degree of permanent impairment from eleven

26 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;

27 for each degree of permanent impairment from thirty-six (36) to

28 fifty (50), one thousand four hundred dollars (\$1,400) per degree;

29 for each degree of permanent impairment above fifty (50), one

30 thousand seven hundred dollars (\$1,700) per degree.

31 (6) With respect to injuries occurring on and after July 1, 1999,

32 and before July 1, 2000, for each degree of permanent impairment

33 from one (1) to ten (10), nine hundred dollars (\$900) per degree;

34 for each degree of permanent impairment from eleven (11) to

35 thirty-five (35), one thousand one hundred dollars (\$1,100) per

36 degree; for each degree of permanent impairment from thirty-six

37 (36) to fifty (50), one thousand six hundred dollars (\$1,600) per

38 degree; for each degree of permanent impairment above fifty (50),

39 two thousand dollars (\$2,000) per degree.

40 (7) With respect to injuries occurring on and after July 1, 2000,

41 and before July 1, 2001, for each degree of permanent impairment

42 from one (1) to ten (10), one thousand one hundred dollars

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1 (\$1,100) per degree; for each degree of permanent impairment
 2 from eleven (11) to thirty-five (35), one thousand three hundred
 3 dollars (\$1,300) per degree; for each degree of permanent
 4 impairment from thirty-six (36) to fifty (50), two thousand dollars
 5 (\$2,000) per degree; for each degree of permanent impairment
 6 above fifty (50), two thousand five hundred fifty dollars (\$2,500)
 7 per degree.

8 (8) With respect to injuries occurring on and after July 1, 2001,
 9 and before July 1, 2007, for each degree of permanent impairment
 10 from one (1) to ten (10), one thousand three hundred dollars
 11 (\$1,300) per degree; for each degree of permanent impairment
 12 from eleven (11) to thirty-five (35), one thousand five hundred
 13 dollars (\$1,500) per degree; for each degree of permanent
 14 impairment from thirty-six (36) to fifty (50), two thousand four
 15 hundred dollars (\$2,400) per degree; for each degree of
 16 permanent impairment above fifty (50), three thousand dollars
 17 (\$3,000) per degree.

18 (9) With respect to injuries occurring on and after July 1, 2007,
 19 and before July 1, 2008, for each degree of permanent impairment
 20 from one (1) to ten (10), one thousand three hundred forty dollars
 21 (\$1,340) per degree; for each degree of permanent impairment
 22 from eleven (11) to thirty-five (35), one thousand five hundred
 23 forty-five dollars (\$1,545) per degree; for each degree of
 24 permanent impairment from thirty-six (36) to fifty (50), two
 25 thousand four hundred seventy-five dollars (\$2,475) per degree;
 26 for each degree of permanent impairment above fifty (50), three
 27 thousand one hundred fifty dollars (\$3,150) per degree.

28 (10) With respect to injuries occurring on and after July 1, 2008,
 29 and before July 1, 2009, for each degree of permanent impairment
 30 from one (1) to ten (10), one thousand three hundred sixty-five
 31 dollars (\$1,365) per degree; for each degree of permanent
 32 impairment from eleven (11) to thirty-five (35), one thousand five
 33 hundred seventy dollars (\$1,570) per degree; for each degree of
 34 permanent impairment from thirty-six (36) to fifty (50), two
 35 thousand five hundred twenty-five dollars (\$2,525) per degree; for
 36 each degree of permanent impairment above fifty (50), three
 37 thousand two hundred dollars (\$3,200) per degree.

38 (11) With respect to injuries occurring on and after July 1, 2009,
 39 and before July 1, 2010, for each degree of permanent impairment
 40 from one (1) to ten (10), one thousand three hundred eighty
 41 dollars (\$1,380) per degree; for each degree of permanent
 42 impairment from eleven (11) to thirty-five (35), one thousand five

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1 hundred eighty-five dollars (\$1,585) per degree; for each degree
2 of permanent impairment from thirty-six (36) to fifty (50), two
3 thousand six hundred dollars (\$2,600) per degree; for each degree
4 of permanent impairment above fifty (50), three thousand three
5 hundred dollars (\$3,300) per degree.

6 (12) With respect to injuries occurring on and after July 1, 2010,
7 for each degree of permanent impairment from one (1) to ten (10),
8 one thousand four hundred dollars (\$1,400) per degree; for each
9 degree of permanent impairment from eleven (11) to thirty-five
10 (35), one thousand six hundred dollars (\$1,600) per degree; for
11 each degree of permanent impairment from thirty-six (36) to fifty
12 (50), two thousand seven hundred dollars (\$2,700) per degree; for
13 each degree of permanent impairment above fifty (50), three
14 thousand five hundred dollars (\$3,500) 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, 2013**, nine hundred seventy-five dollars
4 (\$975).

5 **(15) With respect to injuries occurring on or after July 1,**
6 **2013, one thousand one hundred twenty-five dollars (\$1,125).**

7 SECTION 6. 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);
 3 **(11) with respect to injuries occurring on and after July 1,**
 4 **2014, and before July 1, 2015:**
 5 (A) not more than one thousand twenty dollars (\$1,020);
 6 and
 7 (B) not less than seventy-five dollars (\$75);
 8 **(12) with respect to injuries occurring on and after July 1,**
 9 **2015, and before July 1, 2016:**
 10 (A) not more than one thousand sixty-five dollars (\$1,065);
 11 and
 12 (B) not less than seventy-five dollars (\$75);
 13 **(13) with respect to injuries occurring on and after July 1,**
 14 **2016, and before July 1, 2017:**
 15 (A) not more than one thousand one hundred ten dollars
 16 (\$1,110); and
 17 (B) not less than seventy-five dollars (\$75);
 18 **(14) with respect to injuries occurring on and after July 1,**
 19 **2017, and before July 1, 2018:**
 20 (A) not more than one thousand one hundred fifty-five
 21 dollars (\$1,155); and
 22 (B) not less than seventy-five dollars (\$75); and
 23 **(15) with respect to injuries occurring on and after July 1,**
 24 **2018:**
 25 (A) not more than one thousand two hundred dollars
 26 (\$1,200); and
 27 (B) not less than seventy-five dollars (\$75).

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

30 (k) With respect to any injury occurring on and after July 1, 1985,
 31 and before July 1, 1986, 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
 34 eighty-nine thousand dollars (\$89,000) in any case.

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

40 (m) With respect to any injury occurring on and after July 1, 1988,
 41 and before July 1, 1989, the maximum compensation, exclusive of
 42 medical benefits, which 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 twenty-eight thousand dollars (\$128,000) in any case.

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

8 (o) With respect to any injury occurring on and after July 1, 1990,
9 and before July 1, 1991, 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 one
12 hundred forty-seven thousand dollars (\$147,000) in any case.

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

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

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

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

33 (t) The maximum compensation, exclusive of medical benefits, that
34 may be paid for an injury under any provision of this law or any
35 combination of provisions may not exceed the following amounts in
36 any case:

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

40 (2) With respect to an injury occurring on and after July 1, 1998,
41 and before July 1, 1999, two hundred thirty-four thousand dollars
42 (\$234,000).

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- 1 (3) With respect to an injury occurring on and after July 1, 1999,
- 2 and before July 1, 2000, two hundred forty-four thousand dollars
- 3 (\$244,000).
- 4 (4) With respect to an injury occurring on and after July 1, 2000,
- 5 and before July 1, 2001, two hundred fifty-four thousand dollars
- 6 (\$254,000).
- 7 (5) With respect to an injury occurring on and after July 1, 2001,
- 8 and before July 1, 2002, two hundred seventy-four thousand
- 9 dollars (\$274,000).
- 10 (6) With respect to an injury occurring on and after July 1, 2002,
- 11 and before July 1, 2006, two hundred ninety-four thousand dollars
- 12 (\$294,000).
- 13 (7) With respect to an injury occurring on and after July 1, 2006,
- 14 and before July 1, 2007, three hundred thousand dollars
- 15 (\$300,000).
- 16 (8) With respect to an injury occurring on and after July 1, 2007,
- 17 and before July 1, 2008, three hundred ten thousand dollars
- 18 (\$310,000).
- 19 (9) With respect to an injury occurring on and after July 1, 2008,
- 20 and before July 1, 2009, three hundred eighteen thousand dollars
- 21 (\$318,000).
- 22 (10) With respect to an injury occurring on and after July 1, 2009,
- 23 **and before July 1, 2014**, three hundred twenty-five thousand
- 24 dollars (\$325,000).
- 25 **(11) With respect to an injury occurring on and after July 1,**
- 26 **2014, and before July 1, 2015, three hundred forty thousand**
- 27 **dollars (\$340,000).**
- 28 **(12) With respect to an injury occurring on and after July 1,**
- 29 **2015, and before July 1, 2016, three hundred fifty-five**
- 30 **thousand dollars (\$355,000).**
- 31 **(13) With respect to an injury occurring on and after July 1,**
- 32 **2016, and before July 1, 2017, three hundred seventy**
- 33 **thousand dollars (\$370,000).**
- 34 **(14) With respect to an injury occurring on and after July 1,**
- 35 **2017, and before July 1, 2018, three hundred eighty-five**
- 36 **thousand dollars (\$385,000).**
- 37 **(15) With respect to an injury occurring on and after July 1,**
- 38 **2018, four hundred thousand dollars (\$400,000).**

39 SECTION 7. IC 22-3-5-2 IS AMENDED TO READ AS FOLLOWS
 40 [EFFECTIVE JULY 1, 2013]: Sec. 2. An employer required to carry
 41 insurance under IC 22-3-2-5 and section 1 of this chapter shall file with
 42 the worker's compensation board, in the form prescribed by ~~it~~ **the**

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1 **board**, within ten (10) days after the termination of the employer's
 2 insurance by expiration or cancellation, evidence of the employer's
 3 compliance with section 1 of this chapter and other provisions relating
 4 to the insurance under IC 22-3-2 through IC 22-3-6 and shall pay a
 5 filing fee in the amount of:

- 6 (1) ten dollars (\$10) before July 1, 1992; ~~and~~
 7 (2) five dollars (\$5) on and after July 1, 1992, and before July 1,
 8 1995; ~~and~~
 9 (3) **two dollars (\$2), after July 1, 2013.**

10 **This filing fee shall be deposited in the worker's compensation**
 11 **supplemental administrative fund established by section 6 of this**
 12 **chapter and used to offset a part of the board's expenses related to**
 13 **the administration of health care provider reimbursement disputes.**

14 Proof of renewal of an existing insurance policy may be filed every
 15 three (3) years, but the filing fee for the policy shall be paid annually.
 16 An employer coming under the compensation provisions of IC 22-3-2
 17 through IC 22-3-6 shall in a like manner file like evidence of
 18 compliance on the employer's part.

19 SECTION 8. IC 22-3-5-5 IS AMENDED TO READ AS FOLLOWS
 20 [EFFECTIVE JULY 1, 2013]: Sec. 5. (a) No insurer shall enter into or
 21 issue any policy of insurance under IC 22-3-2 through IC 22-3-6 until
 22 its policy form shall have been submitted to and approved by the
 23 department of insurance.

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

30 (c) Every policy of any such company or association is deemed to
 31 include the following provisions and any change in the policy which
 32 may be required by any statute enacted after May 21, 1929, as fully as
 33 if they were written in the policy:

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

40 (2) This policy is made subject to IC 22-3-2 through IC 22-3-6
 41 relative to the liability of the insured to pay physician's fees,
 42 nurse's charges, hospital services, hospital supplies, burial

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1 expenses, compensation, or death benefits to and for the
 2 employees, the acceptance of such liability by the insured, the
 3 adjustment, trial, and adjudication of claims for such physician's
 4 fees, nurse's charges, hospital services, hospital supplies, burial
 5 expenses, compensation, or death benefits, and the liability of the
 6 insurer to pay the same are and shall be a part of this policy
 7 contract as fully and completely as if written in this policy.
 8 (3) As between this insurer and the employee, notice to or
 9 knowledge of the occurrence of the injury on the part of the
 10 insured (the employer) shall be notice or knowledge thereof, on
 11 the part of the insurer. The jurisdiction of the insured (the
 12 employer) for the purpose of IC 22-3-2 through IC 22-3-6 shall be
 13 the jurisdiction of this insurer. This insurer shall in all things be
 14 bound by and shall be subject to the awards, judgments, and
 15 decrees rendered against the insured (the employer) under
 16 IC 22-3-2 through IC 22-3-6.
 17 (4) This insurer will promptly pay to the person entitled to the
 18 same all benefits conferred by IC 22-3-2 through IC 22-3-6,
 19 including physician's fees, nurse's charges, hospital services,
 20 hospital supplies, burial expenses, and all installments of
 21 compensation or death benefits that may be awarded or agreed
 22 upon under IC 22-3-2 through IC 22-3-6. The obligation of this
 23 insurer shall not be affected by any default of the insured (the
 24 employer) after the injury or by any default in giving of any notice
 25 required by this policy, or otherwise. This policy is a direct
 26 promise by this insurer to the person entitled to physician's fees,
 27 nurse's charges, fees for hospital services, charges for hospital
 28 supplies, charges for burial compensation, or death benefits, and
 29 shall be enforceable in the name of the person.
 30 (5) Any termination of this policy by cancellation shall not be
 31 effective as to employees of the insured covered hereby unless at
 32 least ten (10) days prior to the taking effect of such cancellation,
 33 a written notice giving the date upon which such termination is to
 34 become effective has been received by the worker's compensation
 35 board of Indiana at its office in Indianapolis, Indiana.
 36 (6) This policy shall automatically expire one (1) year from the
 37 effective date of the policy unless:
 38 (A) the policy covers a period of three (3) years, in which
 39 event, it shall automatically expire three (3) years from the
 40 effective date of the policy; ~~or~~
 41 (B) the policy is issued as a continuous policy, in which event
 42 it shall not expire until terminated by the insured or the insurer

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1 in accord with applicable state law and applicable policy
 2 provisions; **or**
 3 **(C) the policy covers a period permitted in bureau rules**
 4 **under IC 27-7-2-20.**

5 The termination of a policy, as provided in this subdivision, shall
 6 be effective as to the employees of the insured covered by the
 7 policy.

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

19 SECTION 9. IC 22-3-5-5.5 IS AMENDED TO READ AS
 20 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.5. (a) Each insurer
 21 entering into or issuing an insurance policy under IC 22-3-2 through
 22 IC 22-3-7 may, as a part of the policy or as an optional endorsement to
 23 the policy, offer deductibles or co-insurance, or both, that are optional
 24 to the insured for benefits under IC 22-3-2 through IC 22-3-7. Each
 25 insurer may do the following:

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

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

31 (A) The co-insurance must require the insurer to pay eighty
 32 percent (80%) and the insured to pay twenty percent (20%) of
 33 the amount of benefits due to an employee for an injury
 34 compensable under IC 22-3-2 through IC 22-3-7.

35 (B) An insured employer may not be required to pay more than
 36 four thousand two hundred dollars (\$4,200) in co-insurance
 37 under this subdivision for each compensable claim.

38 (b) An insurer shall fully disclose in writing to prospective
 39 policyholders the deductibles and co-insurance offered under
 40 subsection (a). An insured employer who chooses a deductible under
 41 subsection (a):

42 (1) may choose only one (1) deductible amount; and

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

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1 (h) An employer may not use the employer's election of a deductible
2 or co-insurance under this section or the payment of a deductible or
3 co-insurance under this section in negotiating with the employer's
4 employees on any terms of employment. An employee of an employer
5 that knowingly violates this subsection may file a complaint with the
6 department of labor. The department of labor may impose a civil
7 penalty of not more than one thousand dollars (\$1,000) against an
8 employer that knowingly violates this subsection.

9 (i) This subsection applies to an employee of an employer that has
10 paid a deductible or co-insurance under this section and to the
11 employee's dependents. If an employee or a dependent recovers
12 damages against a third party under IC 22-3-2-13, the insurer shall
13 provide reimbursement to the insured equal to a pro-rata share of the
14 net recovery by the insurer.

15 SECTION 10. IC 22-3-6-1, AS AMENDED BY P.L.168-2011,
16 SECTION 11, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
17 JULY 1, 2013]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
18 context otherwise requires:

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

42 (b) "Employee" means every person, including a minor, in the

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1 service of another, under any contract of hire or apprenticeship, written
2 or implied, except one whose employment is both casual and not in the
3 usual course of the trade, business, occupation, or profession of the
4 employer.

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

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

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

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

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- 1 (A) is an independent contractor in the construction trades and
- 2 does not make the election provided under this subdivision,
- 3 the owner must obtain a certificate of exemption under
- 4 IC 22-3-2-14.5; or
- 5 (B) is an independent contractor and does not make the
- 6 election provided under this subdivision, the owner may obtain
- 7 a certificate of exemption under IC 22-3-2-14.5.
- 8 (5) A partner in a partnership may elect to include the partner as
- 9 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
- 10 actually engaged in the partnership business. If a partner makes
- 11 this election, the partner must serve upon the partner's insurance
- 12 carrier and upon the board written notice of the election. No
- 13 partner may be considered an employee under IC 22-3-2 through
- 14 IC 22-3-6 until the notice has been received. If a partner in a
- 15 partnership:
- 16 (A) is an independent contractor in the construction trades and
- 17 does not make the election provided under this subdivision,
- 18 the partner must obtain a certificate of exemption under
- 19 IC 22-3-2-14.5; or
- 20 (B) is an independent contractor and does not make the
- 21 election provided under this subdivision, the partner may
- 22 obtain a certificate of exemption under IC 22-3-2-14.5.
- 23 (6) Real estate professionals are not employees under IC 22-3-2
- 24 through IC 22-3-6 if:
- 25 (A) they are licensed real estate agents;
- 26 (B) substantially all their remuneration is directly related to
- 27 sales volume and not the number of hours worked; and
- 28 (C) they have written agreements with real estate brokers
- 29 stating that they are not to be treated as employees for tax
- 30 purposes.
- 31 (7) A person is an independent contractor ~~in the construction~~
- 32 ~~trades~~ and not an employee under IC 22-3-2 through IC 22-3-6 if
- 33 the person is an independent contractor under the guidelines of
- 34 the United States Internal Revenue Service.
- 35 (8) An owner-operator that provides a motor vehicle and the
- 36 services of a driver under a written contract that is subject to
- 37 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376 to a motor carrier
- 38 is not an employee of the motor carrier for purposes of IC 22-3-2
- 39 through IC 22-3-6. The owner-operator may elect to be covered
- 40 and have the owner-operator's drivers covered under a worker's
- 41 compensation insurance policy or authorized self-insurance that
- 42 insures the motor carrier if the owner-operator pays the premiums

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1 as requested by the motor carrier. An election by an
2 owner-operator under this subdivision does not terminate the
3 independent contractor status of the owner-operator for any
4 purpose other than the purpose of this subdivision.

5 (9) A member or manager in a limited liability company may elect
6 to include the member or manager as an employee under
7 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
8 engaged in the limited liability company business. If a member or
9 manager makes this election, the member or manager must serve
10 upon the member's or manager's insurance carrier and upon the
11 board written notice of the election. A member or manager may
12 not be considered an employee under IC 22-3-2 through IC 22-3-6
13 until the notice has been received.

14 (10) An unpaid participant under the federal School to Work
15 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
16 extent set forth in IC 22-3-2-2.5.

17 (11) A person who enters into an independent contractor
18 agreement with a nonprofit corporation that is recognized as tax
19 exempt under Section 501(c)(3) of the Internal Revenue Code (as
20 defined in IC 6-3-1-11(a)) to perform youth coaching services on
21 a part-time basis is not an employee for purposes of IC 22-3-2
22 through IC 22-3-6.

23 (c) "Minor" means an individual who has not reached seventeen
24 (17) years of age.

25 (1) Unless otherwise provided in this subsection, a minor
26 employee shall be considered as being of full age for all purposes
27 of IC 22-3-2 through IC 22-3-6.

28 (2) If the employee is a minor who, at the time of the accident, is
29 employed, required, suffered, or permitted to work in violation of
30 IC 20-33-3-35, the amount of compensation and death benefits,
31 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
32 amount which would otherwise be recoverable. The insurance
33 carrier shall be liable on its policy for one-half (1/2) of the
34 compensation or benefits that may be payable on account of the
35 injury or death of the minor, and the employer shall be liable for
36 the other one-half (1/2) of the compensation or benefits. If the
37 employee is a minor who is not less than sixteen (16) years of age
38 and who has not reached seventeen (17) years of age and who at
39 the time of the accident is employed, suffered, or permitted to
40 work at any occupation which is not prohibited by law, this
41 subdivision does not apply.

42 (3) A minor employee who, at the time of the accident, is a

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1 student performing services for an employer as part of an
2 approved program under IC 20-37-2-7 shall be considered a
3 full-time employee for the purpose of computing compensation
4 for permanent impairment under IC 22-3-3-10. The average
5 weekly wages for such a student shall be calculated as provided
6 in subsection (d)(4).

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

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

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

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

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

42 (4) In computing the average weekly wages to be used in

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

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

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

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

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

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

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

- 22 (1) The geographic service area served by ZIP codes with the first
 23 three (3) digits 463 and 464.
 24 (2) The geographic service area served by ZIP codes with the first
 25 three (3) digits 465 and 466.
 26 (3) The geographic service area served by ZIP codes with the first
 27 three (3) digits 467 and 468.
 28 (4) The geographic service area served by ZIP codes with the first
 29 three (3) digits 469 and 479.
 30 (5) The geographic service area served by ZIP codes with the first
 31 three (3) digits 460, 461 (except 46107), and 473.
 32 (6) The geographic service area served by the 46107 ZIP code and
 33 ZIP codes with the first three (3) digits 462.
 34 (7) The geographic service area served by ZIP codes with the first
 35 three (3) digits 470, 471, 472, 474, and 478.
 36 (8) The geographic service area served by ZIP codes with the first
 37 three (3) digits 475, 476, and 477.

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



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1 (j) "Medical service facility" means a hospital, clinic, surgery
 2 center, nursing home, rehabilitation center, or other health care
 3 facility that provides a service or product under IC 22-3-2 through
 4 IC 22-3-6, but does not include a professional corporation (as
 5 defined in IC 23-1.5-1-10) comprised of health care professionals
 6 (as defined in IC 23-1.5-1-8) formed to render professional services
 7 as set forth in IC 23-1.5-2-3(a)(4).

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

12 (1) For payment to a medical service provider that is not a
 13 medical service facility, payment of the charges in a defined
 14 community, equal to or less than the charges made by medical
 15 service providers at the eightieth percentile in the same
 16 community for like services or products.

17 (2) For payment to a medical service facility, payment of the
 18 charges in an amount equal to the following:

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

22 (i) The employer.

23 (ii) The employer's insurance carrier.

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

26 (B) Not more than two hundred twenty-five percent
 27 (225%) of the amount payable under Medicare for the
 28 same service or product, if an amount has not been
 29 negotiated as described in clause (A).

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

33 SECTION 11. IC 22-3-7-9, AS AMENDED BY P.L.6-2012,
 34 SECTION 150, IS AMENDED TO READ AS FOLLOWS
 35 [EFFECTIVE JULY 1, 2013]: Sec. 9. (a) As used in this chapter,
 36 "employer" includes the state and any political subdivision, any
 37 municipal corporation within the state, any individual or the legal
 38 representative of a deceased individual, firm, association, limited
 39 liability company, or corporation or the receiver or trustee of the same,
 40 using the services of another for pay. A parent corporation and its
 41 subsidiaries shall each be considered joint employers of the
 42 corporation's, the parent's, or the subsidiaries' employees for purposes



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1 of sections 6 and 33 of this chapter. Both a lessor and a lessee of
 2 employees shall each be considered joint employers of the employees
 3 provided by the lessor to the lessee for purposes of sections 6 and 33
 4 of this chapter. The term also includes an employer that provides
 5 on-the-job training under the federal School to Work Opportunities Act
 6 (20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this
 7 chapter. If the employer is insured, the term includes the employer's
 8 insurer so far as applicable. However, the inclusion of an employer's
 9 insurer within this definition does not allow an employer's insurer to
 10 avoid payment for services rendered to an employee with the approval
 11 of the employer. The term does not include a nonprofit corporation that
 12 is recognized as tax exempt under Section 501(c)(3) of the Internal
 13 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the
 14 corporation enters into an independent contractor agreement with a
 15 person for the performance of youth coaching services on a part-time
 16 basis.

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

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

27 (2) An owner of a sole proprietorship may elect to include the
 28 owner as an employee under this chapter if the owner is actually
 29 engaged in the proprietorship business. If the owner makes this
 30 election, the owner must serve upon the owner's insurance carrier
 31 and upon the board written notice of the election. No owner of a
 32 sole proprietorship may be considered an employee under this
 33 chapter unless the notice has been received. If the owner of a sole
 34 proprietorship:

35 (A) is an independent contractor in the construction trades and
 36 does not make the election provided under this subdivision,
 37 the owner must obtain a certificate of exemption under section
 38 34.5 of this chapter; or

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

42 (3) A partner in a partnership may elect to include the partner as

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1 an employee under this chapter if the partner is actually engaged
 2 in the partnership business. If a partner makes this election, the
 3 partner must serve upon the partner's insurance carrier and upon
 4 the board written notice of the election. No partner may be
 5 considered an employee under this chapter until the notice has
 6 been received. If a partner in a partnership:

7 (A) is an independent contractor in the construction trades and
 8 does not make the election provided under this subdivision,
 9 the partner must obtain a certificate of exemption under
 10 section 34.5 of this chapter; or

11 (B) is an independent contractor and does not make the
 12 election provided under this subdivision, the partner may
 13 obtain a certificate of exemption under section 34.5 of this
 14 chapter.

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

17 (A) they are licensed real estate agents;

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

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

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

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

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

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

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1 with a nonprofit corporation that is recognized as tax exempt
 2 under Section 501(c)(3) of the Internal Revenue Code (as defined
 3 in IC 6-3-1-11(a)) to perform youth coaching services on a
 4 part-time basis is not an employee for purposes of this chapter.

5 (9) An officer of a corporation who is the sole officer of the
 6 corporation is an employee of the corporation under this chapter.
 7 An officer of a corporation who is the sole officer of the
 8 corporation may elect not to be an employee of the corporation
 9 under this chapter. If an officer makes this election, the officer
 10 must serve written notice of the election on the corporation's
 11 insurance carrier and the board. An officer of a corporation who
 12 is the sole officer of the corporation may not be considered to be
 13 excluded as an employee under this chapter until the notice is
 14 received by the insurance carrier and the board.

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

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

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

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

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

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

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

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

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

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

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1 thirty-five (35) years after the last day of the last exposure.

2 (g) For the purposes of this chapter, no compensation shall be
3 payable for or on account of death resulting from any occupational
4 disease unless death occurs within two (2) years after the date of
5 disablement. However, this subsection does not bar compensation for
6 death:

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

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

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

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

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

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

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

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

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

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

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

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

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

42 (k) As used in this chapter, "medical service provider" refers to a

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1 person or an entity that provides ~~medical services treatment, or supplies~~
 2 **or products** to an employee under this chapter. **Except as otherwise**
 3 **provided in this chapter, the term includes a medical service**
 4 **facility.**

5 (l) As used in this chapter, "medical service facility" means a
 6 hospital, clinic, surgery center, nursing home, rehabilitation center,
 7 or other health care facility that provides a service or product
 8 under this chapter, but does not include a professional corporation
 9 (as defined in IC 23-1.5-1-10) comprised of health care
 10 professionals (as defined in IC 23-1.5-1-8) formed to render
 11 professional services as set forth in IC 23-1.5-2-3(a)(4).

12 (⊕) (m) As used in this chapter, "pecuniary liability" means the
 13 responsibility of an employer or the employer's insurance carrier for the
 14 payment of the charges for each specific service or product for human
 15 medical treatment provided under this chapter as follows:

16 (1) For payment to a medical service provider that is not a
 17 medical service facility, payment of the charges in a defined
 18 community, equal to or less than the charges made by medical
 19 service providers at the eightieth percentile in the same
 20 community for like services or products.

21 (2) For payment to a medical service facility, payment of the
 22 charges in an amount equal to the following:

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

26 (i) The employer.

27 (ii) The employer's insurance carrier.

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

30 (B) Not more than two hundred twenty-five percent
 31 (225%) of the amount payable under Medicare for the
 32 same service or product, if an amount has not been
 33 negotiated as described in clause (A).

34 (n) "Service or product" or "services and products" refers to
 35 medical, hospital, surgical, or nursing service, treatment, and
 36 supply provided under this chapter.

37 SECTION 12. IC 22-3-7-16, AS AMENDED BY P.L.168-2011,
 38 SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 39 JULY 1, 2013]: Sec. 16. (a) Compensation shall be allowed on account
 40 of disablement from occupational disease resulting in only temporary
 41 total disability to work or temporary partial disability to work beginning
 42 with the eighth day of such disability except for the medical benefits



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1 provided for in section 17 of this chapter. Compensation shall be
 2 allowed for the first seven (7) calendar days only as provided in this
 3 section. The first weekly installment of compensation for temporary
 4 disability is due fourteen (14) days after the disability begins. Not later
 5 than fifteen (15) days from the date that the first installment of
 6 compensation is due, the employer or the employer's insurance carrier
 7 shall tender to the employee or to the employee's dependents, with all
 8 compensation due, a properly prepared compensation agreement in a
 9 form prescribed by the board. Whenever an employer or the employer's
 10 insurance carrier denies or is not able to determine liability to pay
 11 compensation or benefits, the employer or the employer's insurance
 12 carrier shall notify the worker's compensation board and the employee
 13 in writing on a form prescribed by the worker's compensation board not
 14 later than thirty (30) days after the employer's knowledge of the
 15 claimed disablement. If a determination of liability cannot be made
 16 within thirty (30) days, the worker's compensation board may approve
 17 an additional thirty (30) days upon a written request of the employer or
 18 the employer's insurance carrier that sets forth the reasons that the
 19 determination could not be made within thirty (30) days and states the
 20 facts or circumstances that are necessary to determine liability within
 21 the additional thirty (30) days. More than thirty (30) days of additional
 22 time may be approved by the worker's compensation board upon the
 23 filing of a petition by the employer or the employer's insurance carrier
 24 that sets forth:

- 25 (1) the extraordinary circumstances that have precluded a
- 26 determination of liability within the initial sixty (60) days;
- 27 (2) the status of the investigation on the date the petition is filed;
- 28 (3) the facts or circumstances that are necessary to make a
- 29 determination; and
- 30 (4) a timetable for the completion of the remaining investigation.

31 An employer who fails to comply with this section is subject to a civil
 32 penalty under IC 22-3-4-15.

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

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



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

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

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

40 (e) For disablements occurring on and after July 1, 1976, from
41 occupational disease resulting in temporary total disability for any work
42 there shall be paid to the disabled employee during the temporary total

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1 disability weekly compensation equal to sixty-six and two-thirds
 2 percent (66 2/3%) of the employee's average weekly wages, as defined
 3 in section 19 of this chapter, for a period not to exceed five hundred
 4 (500) weeks. Compensation shall be allowed for the first seven (7)
 5 calendar days only if the disability continues for longer than twenty-one
 6 (21) days.

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

20 (g) For disabilities occurring on and after July 1, 1979, and before
 21 July 1, 1988, from occupational disease in the schedule set forth in
 22 subsection (j), the employee shall receive in addition to disability
 23 benefits, not exceeding fifty-two (52) weeks on account of the
 24 occupational disease, a weekly compensation of sixty percent (60%) of
 25 the employee's average weekly wages, not to exceed one hundred
 26 twenty-five dollars (\$125) average weekly wages, for the period stated
 27 for the disabilities.

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

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

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1 for the disabilities.

2 (j) For disabilities occurring on and after July 1, 1990, and before
3 July 1, 1991, from occupational disease in the following schedule, the
4 employee shall receive in addition to disability benefits, not exceeding
5 seventy-eight (78) weeks on account of the occupational disease, a
6 weekly compensation of sixty percent (60%) of the employee's average
7 weekly wages, not to exceed two hundred dollars (\$200) average
8 weekly wages, for the period stated for the disabilities.

9 (1) Amputations: For the loss by separation, of the thumb, sixty
10 (60) weeks; of the index finger, forty (40) weeks; of the second
11 finger, thirty-five (35) weeks; of the third or ring finger, thirty
12 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
13 hand by separation below the elbow, two hundred (200) weeks; of
14 the arm above the elbow joint, two hundred fifty (250) weeks; of
15 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
16 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
17 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
18 the knee joint, one hundred fifty (150) weeks; and of the leg
19 above the knee joint, two hundred (200) weeks. The loss of more
20 than one (1) phalange of a thumb or toe shall be considered as the
21 loss of the entire thumb or toe. The loss of more than two (2)
22 phalanges of a finger shall be considered as the loss of the entire
23 finger. The loss of not more than one (1) phalange of a thumb or
24 toe shall be considered as the loss of one-half (1/2) of the thumb
25 or toe and compensation shall be paid for one-half (1/2) of the
26 period for the loss of the entire thumb or toe. The loss of not more
27 than two (2) phalanges of a finger shall be considered as the loss
28 of one-half (1/2) the finger and compensation shall be paid for
29 one-half (1/2) of the period for the loss of the entire finger.

30 (2) Loss of Use: The total permanent loss of the use of an arm,
31 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
32 as the equivalent of the loss by separation of the arm, hand,
33 thumb, finger, leg, foot, toe, or phalange and the compensation
34 shall be paid for the same period as for the loss thereof by
35 separation.

36 (3) Partial Loss of Use: For the permanent partial loss of the use
37 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
38 compensation shall be paid for the proportionate loss of the use of
39 such arm, hand, thumb, finger, leg, foot, toe, or phalange.

40 (4) For disablements for occupational disease resulting in total
41 permanent disability, five hundred (500) weeks.

42 (5) For the loss of both hands, or both feet, or the total sight of

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1 both eyes, or any two (2) of such losses resulting from the same
2 disablement by occupational disease, five hundred (500) weeks.

3 (6) For the permanent and complete loss of vision by enucleation
4 of an eye or its reduction to one-tenth (1/10) of normal vision with
5 glasses, one hundred fifty (150) weeks, and for any other
6 permanent reduction of the sight of an eye, compensation shall be
7 paid for a period proportionate to the degree of such permanent
8 reduction without correction or glasses. However, when such
9 permanent reduction without correction or glasses would result in
10 one hundred percent (100%) loss of vision, but correction or
11 glasses would result in restoration of vision, then compensation
12 shall be paid for fifty percent (50%) of such total loss of vision
13 without glasses plus an additional amount equal to the
14 proportionate amount of such reduction with glasses, not to
15 exceed an additional fifty percent (50%).

16 (7) For the permanent and complete loss of hearing, two hundred
17 (200) weeks.

18 (8) In all other cases of permanent partial impairment,
19 compensation proportionate to the degree of such permanent
20 partial impairment, in the discretion of the worker's compensation
21 board, not exceeding five hundred (500) weeks.

22 (9) In all cases of permanent disfigurement, which may impair the
23 future usefulness or opportunities of the employee, compensation
24 in the discretion of the worker's compensation board, not
25 exceeding two hundred (200) weeks, except that no compensation
26 shall be payable under this paragraph where compensation shall
27 be payable under subdivisions (1) through (8). Where
28 compensation for temporary total disability has been paid, this
29 amount of compensation shall be deducted from any
30 compensation due for permanent disfigurement.

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

- 39 (1) Amputation: For the loss by separation of the thumb, twelve
40 (12) degrees of permanent impairment; of the index finger, eight
41 (8) degrees of permanent impairment; of the second finger, seven
42 (7) degrees of permanent impairment; of the third or ring finger,

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1 six (6) degrees of permanent impairment; of the fourth or little
 2 finger, four (4) degrees of permanent impairment; of the hand by
 3 separation below the elbow joint, forty (40) degrees of permanent
 4 impairment; of the arm above the elbow, fifty (50) degrees of
 5 permanent impairment; of the big toe, twelve (12) degrees of
 6 permanent impairment; of the second toe, six (6) degrees of
 7 permanent impairment; of the third toe, four (4) degrees of
 8 permanent impairment; of the fourth toe, three (3) degrees of
 9 permanent impairment; of the fifth or little toe, two (2) degrees of
 10 permanent impairment; of separation of the foot below the knee
 11 joint, thirty-five (35) degrees of permanent impairment; and of the
 12 leg above the knee joint, forty-five (45) degrees of permanent
 13 impairment.

14 (2) Amputations occurring on or after July 1, 1997: For the loss
 15 by separation of any of the body parts described in subdivision (1)
 16 on or after July 1, 1997, the dollar values per degree applying on
 17 the date of the injury as described in subsection (1) shall be
 18 multiplied by two (2). However, the doubling provision of this
 19 subdivision does not apply to a loss of use that is not a loss by
 20 separation.

21 (3) The loss of more than one (1) phalange of a thumb or toe shall
 22 be considered as the loss of the entire thumb or toe. The loss of
 23 more than two (2) phalanges of a finger shall be considered as the
 24 loss of the entire finger. The loss of not more than one (1)
 25 phalange of a thumb or toe shall be considered as the loss of
 26 one-half (1/2) of the degrees of permanent impairment for the loss
 27 of the entire thumb or toe. The loss of not more than one (1)
 28 phalange of a finger shall be considered as the loss of one-third
 29 (1/3) of the finger and compensation shall be paid for one-third
 30 (1/3) of the degrees payable for the loss of the entire finger. The
 31 loss of more than one (1) phalange of the finger but not more than
 32 two (2) phalanges of the finger shall be considered as the loss of
 33 one-half (1/2) of the finger and compensation shall be paid for
 34 one-half (1/2) of the degrees payable for the loss of the entire
 35 finger.

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

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

42 (6) For the permanent and complete loss of hearing in one (1) ear,

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1 fifteen (15) degrees of permanent impairment, and in both ears,
 2 forty (40) degrees of permanent impairment.
 3 (7) For the loss of one (1) testicle, ten (10) degrees of permanent
 4 impairment; for the loss of both testicles, thirty (30) degrees of
 5 permanent impairment.
 6 (8) Loss of use: The total permanent loss of the use of an arm, a
 7 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be
 8 considered as the equivalent of the loss by separation of the arm,
 9 hand, thumb, finger, leg, foot, toe, or phalange, and compensation
 10 shall be paid in the same amount as for the loss by separation.
 11 However, the doubling provision of subdivision (2) does not apply
 12 to a loss of use that is not a loss by separation.
 13 (9) Partial loss of use: For the permanent partial loss of the use of
 14 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
 15 phalange, compensation shall be paid for the proportionate loss of
 16 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
 17 (10) For disablements resulting in total permanent disability, the
 18 amount payable for impairment or five hundred (500) weeks of
 19 compensation, whichever is greater.
 20 (11) For any permanent reduction of the sight of an eye less than
 21 a total loss as specified in subdivision (5), the compensation shall
 22 be paid in an amount proportionate to the degree of a permanent
 23 reduction without correction or glasses. However, when a
 24 permanent reduction without correction or glasses would result in
 25 one hundred percent (100%) loss of vision, then compensation
 26 shall be paid for fifty percent (50%) of the total loss of vision
 27 without glasses, plus an additional amount equal to the
 28 proportionate amount of the reduction with glasses, not to exceed
 29 an additional fifty percent (50%).
 30 (12) For any permanent reduction of the hearing of one (1) or both
 31 ears, less than the total loss as specified in subdivision (6),
 32 compensation shall be paid in an amount proportionate to the
 33 degree of a permanent reduction.
 34 (13) In all other cases of permanent partial impairment,
 35 compensation proportionate to the degree of a permanent partial
 36 impairment, in the discretion of the worker's compensation board,
 37 not exceeding one hundred (100) degrees of permanent
 38 impairment.
 39 (14) In all cases of permanent disfigurement which may impair
 40 the future usefulness or opportunities of the employee,
 41 compensation, in the discretion of the worker's compensation
 42 board, not exceeding forty (40) degrees of permanent impairment

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1 except that no compensation shall be payable under this
2 subdivision where compensation is payable elsewhere in this
3 section.
4 (1) With respect to disablements occurring on and after July 1, 1991,
5 compensation for permanent partial impairment shall be paid according
6 to the degree of permanent impairment for the disablement determined
7 under subsection (k) and the following:
8 (1) With respect to disablements occurring on and after July 1,
9 1991, and before July 1, 1992, for each degree of permanent
10 impairment from one (1) to thirty-five (35), five hundred dollars
11 (\$500) per degree; for each degree of permanent impairment from
12 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
13 degree; for each degree of permanent impairment above fifty (50),
14 one thousand five hundred dollars (\$1,500) per degree.
15 (2) With respect to disablements occurring on and after July 1,
16 1992, and before July 1, 1993, for each degree of permanent
17 impairment from one (1) to twenty (20), five hundred dollars
18 (\$500) per degree; for each degree of permanent impairment from
19 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
20 per degree; for each degree of permanent impairment from
21 thirty-six (36) to fifty (50), one thousand three hundred dollars
22 (\$1,300) per degree; for each degree of permanent impairment
23 above fifty (50), one thousand seven hundred dollars (\$1,700) per
24 degree.
25 (3) With respect to disablements occurring on and after July 1,
26 1993, and before July 1, 1997, for each degree of permanent
27 impairment from one (1) to ten (10), five hundred dollars (\$500)
28 per degree; for each degree of permanent impairment from eleven
29 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
30 each degree of permanent impairment from twenty-one (21) to
31 thirty-five (35), one thousand dollars (\$1,000) per degree; for
32 each degree of permanent impairment from thirty-six (36) to fifty
33 (50), one thousand four hundred dollars (\$1,400) per degree; for
34 each degree of permanent impairment above fifty (50), one
35 thousand seven hundred dollars (\$1,700) per degree.
36 (4) With respect to disablements occurring on and after July 1,
37 1997, and before July 1, 1998, for each degree of permanent
38 impairment from one (1) to ten (10), seven hundred fifty dollars
39 (\$750) per degree; for each degree of permanent impairment from
40 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
41 degree; for each degree of permanent impairment from thirty-six
42 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per

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1 degree; for each degree of permanent impairment above fifty (50),
 2 one thousand seven hundred dollars (\$1,700) per degree.
 3 (5) With respect to disablements occurring on and after July 1,
 4 1998, and before July 1, 1999, for each degree of permanent
 5 impairment from one (1) to ten (10), seven hundred fifty dollars
 6 (\$750) per degree; for each degree of permanent impairment from
 7 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
 8 degree; for each degree of permanent impairment from thirty-six
 9 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
 10 degree; for each degree of permanent impairment above fifty (50),
 11 one thousand seven hundred dollars (\$1,700) per degree.
 12 (6) With respect to disablements occurring on and after July 1,
 13 1999, and before July 1, 2000, for each degree of permanent
 14 impairment from one (1) to ten (10), nine hundred dollars (\$900)
 15 per degree; for each degree of permanent impairment from eleven
 16 (11) to thirty-five (35), one thousand one hundred dollars (\$1,100)
 17 per degree; for each degree of permanent impairment from
 18 thirty-six (36) to fifty (50), one thousand six hundred dollars
 19 (\$1,600) per degree; for each degree of permanent impairment
 20 above fifty (50), two thousand dollars (\$2,000) per degree.
 21 (7) With respect to disablements occurring on and after July 1,
 22 2000, and before July 1, 2001, for each degree of permanent
 23 impairment from one (1) to ten (10), one thousand one hundred
 24 dollars (\$1,100) per degree; for each degree of permanent
 25 impairment from eleven (11) to thirty-five (35), one thousand
 26 three hundred dollars (\$1,300) per degree; for each degree of
 27 permanent impairment from thirty-six (36) to fifty (50), two
 28 thousand dollars (\$2,000) per degree; for each degree of
 29 permanent impairment above fifty (50), two thousand five
 30 hundred fifty dollars (\$2,500) per degree.
 31 (8) With respect to disablements occurring on and after July 1,
 32 2001, and before July 1, 2007, for each degree of permanent
 33 impairment from one (1) to ten (10), one thousand three hundred
 34 dollars (\$1,300) per degree; for each degree of permanent
 35 impairment from eleven (11) to thirty-five (35), one thousand five
 36 hundred dollars (\$1,500) per degree; for each degree of
 37 permanent impairment from thirty-six (36) to fifty (50), two
 38 thousand four hundred dollars (\$2,400) per degree; for each
 39 degree of permanent impairment above fifty (50), three thousand
 40 dollars (\$3,000) per degree.
 41 (9) With respect to disablements occurring on and after July 1,
 42 2007, and before July 1, 2008, for each degree of permanent

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1 impairment from one (1) to ten (10), one thousand three hundred
 2 forty dollars (\$1,340) per degree; for each degree of permanent
 3 impairment from eleven (11) to thirty-five (35), one thousand five
 4 hundred forty-five dollars (\$1,545) per degree; for each degree of
 5 permanent impairment from thirty-six (36) to fifty (50), two
 6 thousand four hundred seventy-five dollars (\$2,475) per degree;
 7 for each degree of permanent impairment above fifty (50), three
 8 thousand one hundred fifty dollars (\$3,150) per degree.

9 (10) With respect to disablements occurring on and after July 1,
 10 2008, and before July 1, 2009, for each degree of permanent
 11 impairment from one (1) to ten (10), one thousand three hundred
 12 sixty-five dollars (\$1,365) per degree; for each degree of
 13 permanent impairment from eleven (11) to thirty-five (35), one
 14 thousand five hundred seventy dollars (\$1,570) per degree; for
 15 each degree of permanent impairment from thirty-six (36) to fifty
 16 (50), two thousand five hundred twenty-five dollars (\$2,525) per
 17 degree; for each degree of permanent impairment above fifty (50),
 18 three thousand two hundred dollars (\$3,200) per degree.

19 (11) With respect to disablements occurring on and after July 1,
 20 2009, and before July 1, 2010, for each degree of permanent
 21 impairment from one (1) to ten (10), one thousand three hundred
 22 eighty dollars (\$1,380) per degree; for each degree of permanent
 23 impairment from eleven (11) to thirty-five (35), one thousand five
 24 hundred eighty-five dollars (\$1,585) per degree; for each degree
 25 of permanent impairment from thirty-six (36) to fifty (50), two
 26 thousand six hundred dollars (\$2,600) per degree; for each degree
 27 of permanent impairment above fifty (50), three thousand three
 28 hundred dollars (\$3,300) per degree.

29 (12) With respect to disablements occurring on and after July 1,
 30 2010, for each degree of permanent impairment from one (1) to
 31 ten (10), one thousand four hundred dollars (\$1,400) per degree;
 32 for each degree of permanent impairment from eleven (11) to
 33 thirty-five (35), one thousand six hundred dollars (\$1,600) per
 34 degree; for each degree of permanent impairment from thirty-six
 35 (36) to fifty (50), two thousand seven hundred dollars (\$2,700)
 36 per degree; for each degree of permanent impairment above fifty
 37 (50), three thousand five hundred dollars (\$3,500) per degree.

38 (m) The average weekly wages used in the determination of
 39 compensation for permanent partial impairment under subsections (k)
 40 and (l) shall not exceed the following:

41 (1) With respect to disablements occurring on or after July 1,
 42 1991, and before July 1, 1992, four hundred ninety-two dollars

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- 1 (\$492).
- 2 (2) With respect to disablements occurring on or after July 1,
3 1992, and before July 1, 1993, five hundred forty dollars (\$540).
- 4 (3) With respect to disablements occurring on or after July 1,
5 1993, and before July 1, 1994, five hundred ninety-one dollars
6 (\$591).
- 7 (4) With respect to disablements occurring on or after July 1,
8 1994, and before July 1, 1997, six hundred forty-two dollars
9 (\$642).
- 10 (5) With respect to disablements occurring on or after July 1,
11 1997, and before July 1, 1998, six hundred seventy-two dollars
12 (\$672).
- 13 (6) With respect to disablements occurring on or after July 1,
14 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 15 (7) With respect to disablements occurring on or after July 1,
16 1999, and before July 1, 2000, seven hundred thirty-two dollars
17 (\$732).
- 18 (8) With respect to disablements occurring on or after July 1,
19 2000, and before July 1, 2001, seven hundred sixty-two dollars
20 (\$762).
- 21 (9) With respect to ~~injuries~~ **disablements** occurring on or after
22 July 1, 2001, and before July 1, 2002, eight hundred twenty-two
23 dollars (\$822).
- 24 (10) With respect to ~~injuries~~ **disablements** occurring on or after
25 July 1, 2002, and before July 1, 2006, eight hundred eighty-two
26 dollars (\$882).
- 27 (11) With respect to ~~injuries~~ **disablements** occurring on or after
28 July 1, 2006, and before July 1, 2007, nine hundred dollars
29 (\$900).
- 30 (12) With respect to ~~injuries~~ **disablements** occurring on or after
31 July 1, 2007, and before July 1, 2008, nine hundred thirty dollars
32 (\$930).
- 33 (13) With respect to ~~injuries~~ **disablements** occurring on or after
34 July 1, 2008, and before July 1, 2009, nine hundred fifty-four
35 dollars (\$954).
- 36 (14) With respect to ~~injuries~~ **disablements** occurring on or after
37 July 1, 2009, **and before July 1, 2013**, nine hundred seventy-five
38 dollars (\$975).
- 39 **(15) With respect to disablements occurring on or after July**
40 **1, 2013, one thousand one hundred twenty-five dollars**
41 **(\$1,125).**
- 42 (n) If any employee, only partially disabled, refuses employment

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1 suitable to the employee's capacity procured for the employee, the
2 employee shall not be entitled to any compensation at any time during
3 the continuance of such refusal unless, in the opinion of the worker's
4 compensation board, such refusal was justifiable. The employee must
5 be served with a notice setting forth the consequences of the refusal
6 under this subsection. The notice must be in a form prescribed by the
7 worker's compensation board.

8 (o) If an employee has sustained a permanent impairment or
9 disability from an accidental injury other than an occupational disease
10 in another employment than that in which the employee suffered a
11 subsequent disability from an occupational disease, such as herein
12 specified, the employee shall be entitled to compensation for the
13 subsequent disability in the same amount as if the previous impairment
14 or disability had not occurred. However, if the permanent impairment
15 or disability resulting from an occupational disease for which
16 compensation is claimed results only in the aggravation or increase of
17 a previously sustained permanent impairment from an occupational
18 disease or physical condition regardless of the source or cause of such
19 previously sustained impairment from an occupational disease or
20 physical condition, the board shall determine the extent of the
21 previously sustained permanent impairment from an occupational
22 disease or physical condition as well as the extent of the aggravation or
23 increase resulting from the subsequent permanent impairment or
24 disability, and shall award compensation only for that part of said
25 occupational disease or physical condition resulting from the
26 subsequent permanent impairment. An amputation of any part of the
27 body or loss of any or all of the vision of one (1) or both eyes caused by
28 an occupational disease shall be considered as a permanent impairment
29 or physical condition.

30 (p) If an employee suffers a disablement from an occupational
31 disease for which compensation is payable while the employee is still
32 receiving or entitled to compensation for a previous injury by accident
33 or disability by occupational disease in the same employment, the
34 employee shall not at the same time be entitled to compensation for
35 both, unless it be for a permanent injury, such as specified in
36 subsection (k)(1), (k)(4), (k)(5), (k)(8), or (k)(9), but the employee shall
37 be entitled to compensation for that disability and from the time of that
38 disability which will cover the longest period and the largest amount
39 payable under this chapter.

40 (q) If an employee receives a permanent disability from an
41 occupational disease such as specified in subsection (k)(1), (k)(4),
42 (k)(5), (k)(8), or (k)(9) after having sustained another such permanent

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1 disability in the same employment the employee shall be entitled to
2 compensation for both such disabilities, but the total compensation
3 shall be paid by extending the period and not by increasing the amount
4 of weekly compensation and, when such previous and subsequent
5 permanent disabilities, in combination result in total permanent
6 disability or permanent total impairment, compensation shall be
7 payable for such permanent total disability or impairment, but
8 payments made for the previous disability or impairment shall be
9 deducted from the total payment of compensation due.

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

20 (s) Any payment made by the employer to the employee during the
21 period of the employee's disability, or to the employee's dependents,
22 which, by the terms of this chapter, was not due and payable when
23 made, may, subject to the approval of the worker's compensation board,
24 be deducted from the amount to be paid as compensation, but such
25 deduction shall be made from the distal end of the period during which
26 compensation must be paid, except in cases of temporary disability.

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

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

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

42 (w) If an employee, or a dependent, is mentally incompetent, or a

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1 minor at the time when any right or privilege accrues to the employee
 2 under this chapter, the employee's guardian or trustee may, in the
 3 employee's behalf, claim and exercise such right and privilege.

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

10 SECTION 13. IC 22-3-7-17, AS AMENDED BY P.L.168-2011,
 11 SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 12 JULY 1, 2013]: Sec. 17. (a) During the period of disablement, the
 13 employer shall furnish or cause to be furnished, free of charge to the
 14 employee, an attending physician for the treatment of the employee's
 15 occupational disease, and in addition thereto such ~~surgical; hospital;~~
 16 ~~and nursing~~ services and **supplies products** as the attending physician
 17 or the worker's compensation board may deem necessary. If the
 18 employee is requested or required by the employer to submit to
 19 treatment outside the county of employment, the employer shall also
 20 pay the reasonable expense of travel, food, and lodging necessary
 21 during the travel, but not to exceed the amount paid at the time of the
 22 travel by the state of Indiana to its employees. If the treatment or travel
 23 to or from the place of treatment causes a loss of working time to the
 24 employee, the employer shall reimburse the employee for the loss of
 25 wages using the basis of the employee's average daily wage.

26 (b) During the period of disablement resulting from the occupational
 27 disease, the employer shall furnish such physician, services and
 28 ~~supplies; products,~~ and the worker's compensation board may, on
 29 proper application of either party, require that treatment by such
 30 physician and such services and **supplies products** be furnished by or
 31 on behalf of the employer as the board may deem reasonably necessary.
 32 After an employee's occupational disease has been adjudicated by
 33 agreement or award on the basis of permanent partial impairment and
 34 within the statutory period for review in such case as provided in
 35 section 27(i) of this chapter, the employer may continue to furnish a
 36 physician or a surgeon and other ~~medical~~ services and ~~supplies;~~
 37 **products,** and the board may, within such statutory period for review
 38 as provided in section 27(i) of this chapter, on a proper application of
 39 either party, require that treatment by such physician or surgeon and
 40 such services and **supplies products** be furnished by and on behalf of
 41 the employer as the board may deem necessary to limit or reduce the
 42 amount and extent of such impairment. The refusal of the employee to

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

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

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

39 (e) An employer or employer's insurance carrier may not delay the
 40 provision of emergency medical care whenever emergency medical
 41 care is considered necessary in the professional judgment of the
 42 attending health care facility physician.



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

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

8 (g) The employee and the employee's estate do not have liability to
 9 a ~~health care~~ **medical service** provider for payment for services
 10 obtained under this section. The right to order payment for all services
 11 provided under this chapter is solely with the board. All claims by a
 12 ~~health care~~ **medical service** provider for payment for services are
 13 against the employer and the employer's insurance carrier, if any, and
 14 must be made with the board under this chapter. After June 30, 2011,
 15 a ~~health care~~ **medical service** provider must file an application for
 16 adjustment of a claim for a ~~health care~~ **medical service** provider's fee
 17 with the board not later than two (2) years after the receipt of an initial
 18 written communication from the employer, the employer's insurance
 19 carrier, if any, or an agent acting on behalf of the employer after the
 20 ~~health care~~ **medical service** provider submits a bill for services. To
 21 offset a part of the board's expenses related to the administration of
 22 ~~health care~~ **medical service** provider reimbursement disputes, a
 23 ~~hospital or facility that is a medical service provider (as defined in~~
 24 ~~IC 22-3-6-1)~~ **facility** shall pay a filing fee of sixty dollars (\$60) in a
 25 balance billing case. The filing fee must accompany each application
 26 filed with the board. If an employer, employer's insurance carrier, or an
 27 agent acting on behalf of the employer denies or fails to pay any
 28 amount on a claim submitted by a ~~hospital or facility that is a~~ medical
 29 service ~~provider, facility~~, a filing fee is not required to accompany an
 30 application that is filed for the denied or unpaid claim. A ~~health care~~
 31 **medical service** provider may combine up to ten (10) individual claims
 32 into one (1) application whenever:

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

37 SECTION 14. IC 22-3-7-17.2 IS AMENDED TO READ AS
 38 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 17.2. (a) A billing
 39 review service shall adhere to the following requirements to determine
 40 the pecuniary liability of an employer or an employer's insurance
 41 carrier for a specific service or product covered under this chapter
 42 **provided by a medical service provider that is not a medical service**

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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) 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 the following:

(1) The amount negotiated between the medical service facility and any of the following:

(A) The employer.

(B) The employer's insurance carrier.

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

(2) Not more than two hundred twenty-five percent (225%) of the amount payable under Medicare for the same service or product, if an amount has not been negotiated as described in subdivision (1).

~~(b)~~ **(c) A medical service provider may request an explanation from a billing review service if the medical service provider's bill has been reduced as a result of application of the eightieth percentile or of a Current Procedural Terminology (CPT) or Medicare coding change.**

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1 The request must be made not later than sixty (60) days after receipt of
 2 the notice of the reduction. If a request is made, the billing review
 3 service must provide:

- 4 (1) the name of the billing review service used to make the
 5 reduction;
 6 (2) the dollar amount of the reduction;
 7 (3) the dollar amount of the medical service at the eightieth
 8 percentile; and
 9 (4) in the case of a CPT **or Medicare** coding change, the basis
 10 upon which the change was made;

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

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

21 SECTION 15. IC 22-3-7-19, AS AMENDED BY P.L.134-2006,
 22 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 23 JULY 1, 2013]: Sec. 19. (a) In computing compensation for temporary
 24 total disability, temporary partial disability, and total permanent
 25 disability, with respect to occupational diseases occurring on and after
 26 July 1, 1985, and before July 1, 1986, the average weekly wages are
 27 considered to be:

- 28 (1) not more than two hundred sixty-seven dollars (\$267); and
 29 (2) not less than seventy-five dollars (\$75).

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

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

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

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

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

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1 temporary partial disability, and total permanent disability, with respect
 2 to occupational diseases occurring on and after July 1, 1989, and before
 3 July 1, 1990, the average weekly wages are considered to be:

4 (1) not more than four hundred eleven dollars (\$411); and

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

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

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

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

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

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

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

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

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

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

24 (h) In computing compensation for temporary total disability,
 25 temporary partial disability, and total permanent disability, with respect
 26 to occupational diseases occurring on and after July 1, 1993, and before
 27 July 1, 1994, 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 (i) In computing compensation for temporary total disability,
 31 temporary partial disability and total permanent disability, with respect
 32 to occupational diseases occurring on and after July 1, 1994, and before
 33 July 1, 1997, the average weekly wages are considered to be:

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

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

36 (j) In computing compensation for temporary total disability,
 37 temporary partial disability, and total permanent disability, the average
 38 weekly wages are considered to be:

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

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

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

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- 1 (2) with respect to occupational diseases occurring on and after
 2 July 1, 1998, and before July 1, 1999:
 3 (A) not more than seven hundred two dollars (\$702); and
 4 (B) not less than seventy-five dollars (\$75);
 5 (3) with respect to occupational diseases occurring on and after
 6 July 1, 1999, and before July 1, 2000:
 7 (A) not more than seven hundred thirty-two dollars (\$732);
 8 and
 9 (B) not less than seventy-five dollars (\$75);
 10 (4) with respect to occupational diseases occurring on and after
 11 July 1, 2000, and before July 1, 2001:
 12 (A) not more than seven hundred sixty-two dollars (\$762); and
 13 (B) not less than seventy-five dollars (\$75);
 14 (5) with respect to disablements occurring on and after July 1,
 15 2001, and before July 1, 2002:
 16 (A) not more than eight hundred twenty-two dollars (\$822);
 17 and
 18 (B) not less than seventy-five dollars (\$75);
 19 (6) with respect to disablements occurring on and after July 1,
 20 2002, and before July 1, 2006:
 21 (A) not more than eight hundred eighty-two dollars (\$882);
 22 and
 23 (B) not less than seventy-five dollars (\$75);
 24 (7) with respect to disablements occurring on and after July 1,
 25 2006, and before July 1, 2007:
 26 (A) not more than nine hundred dollars (\$900); and
 27 (B) not less than seventy-five dollars (\$75);
 28 (8) with respect to disablements occurring on and after July 1,
 29 2007, and before July 1, 2008:
 30 (A) not more than nine hundred thirty dollars (\$930); and
 31 (B) not less than seventy-five dollars (\$75);
 32 (9) with respect to disablements occurring on and after July 1,
 33 2008, and before July 1, 2009:
 34 (A) not more than nine hundred fifty-four dollars (\$954); and
 35 (B) not less than seventy-five dollars (\$75);
 36 (10) with respect to disablements occurring on and after July 1,
 37 2009, **and before July 1, 2014:**
 38 (A) not more than nine hundred seventy-five dollars (\$975);
 39 and
 40 (B) not less than seventy-five dollars (\$75);
 41 **(11) with respect to disablements occurring on and after July**
 42 **1, 2014, and before July 1, 2015:**

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- 1 **(A) not more than one thousand twenty dollars (\$1,020);**
- 2 **and**
- 3 **(B) not less than seventy-five dollars (\$75);**
- 4 **(12) with respect to disablements occurring on and after July**
- 5 **1, 2015, and before July 1, 2016:**
- 6 **(A) not more than one thousand sixty-five dollars (\$1,065);**
- 7 **and**
- 8 **(B) not less than seventy-five dollars (\$75);**
- 9 **(13) with respect to disablements occurring on and after July**
- 10 **1, 2016, and before July 1, 2017:**
- 11 **(A) not more than one thousand one hundred ten dollars**
- 12 **(\$1,110); and**
- 13 **(B) not less than seventy-five dollars (\$75);**
- 14 **(14) with respect to disablements occurring on and after July**
- 15 **1, 2017, and before July 1, 2018:**
- 16 **(A) not more than one thousand one hundred fifty-five**
- 17 **dollars (\$1,155); and**
- 18 **(B) not less than seventy-five dollars (\$75); and**
- 19 **(15) with respect to disablements occurring on and after July**
- 20 **1, 2018:**
- 21 **(A) not more than one thousand two hundred dollars**
- 22 **(\$1,200); and**
- 23 **(B) not less than seventy-five dollars (\$75).**
- 24 (k) The maximum compensation with respect to disability or death
- 25 occurring on and after July 1, 1985, and before July 1, 1986, which
- 26 shall be paid for occupational disease and the results thereof under the
- 27 provisions of this chapter or under any combination of its provisions
- 28 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
- 29 (l) The maximum compensation with respect to disability or death
- 30 occurring on and after July 1, 1986, and before July 1, 1988, which
- 31 shall be paid for occupational disease and the results thereof under the
- 32 provisions of this chapter or under any combination of its provisions
- 33 may not exceed ninety-five thousand dollars (\$95,000) in any case.
- 34 (m) The maximum compensation with respect to disability or death
- 35 occurring on and after July 1, 1988, and before July 1, 1989, that shall
- 36 be paid for occupational disease and the results thereof under this
- 37 chapter or under any combination of its provisions may not exceed one
- 38 hundred twenty-eight thousand dollars (\$128,000) in any case.
- 39 (n) The maximum compensation with respect to disability or death
- 40 occurring on and after July 1, 1989, and before July 1, 1990, that shall
- 41 be paid for occupational disease and the results thereof under this
- 42 chapter or under any combination of its provisions may not exceed one

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1 hundred thirty-seven thousand dollars (\$137,000) in any case.
 2 (o) The maximum compensation with respect to disability or death
 3 occurring on and after July 1, 1990, and before July 1, 1991, that shall
 4 be paid for occupational disease and the results thereof under this
 5 chapter or under any combination of its provisions may not exceed one
 6 hundred forty-seven thousand dollars (\$147,000) in any case.
 7 (p) The maximum compensation with respect to disability or death
 8 occurring on and after July 1, 1991, and before July 1, 1992, that shall
 9 be paid for occupational disease and the results thereof under this
 10 chapter or under any combination of the provisions of this chapter may
 11 not exceed one hundred sixty-four thousand dollars (\$164,000) in any
 12 case.
 13 (q) The maximum compensation with respect to disability or death
 14 occurring on and after July 1, 1992, and before July 1, 1993, that shall
 15 be paid for occupational disease and the results thereof under this
 16 chapter or under any combination of the provisions of this chapter may
 17 not exceed one hundred eighty thousand dollars (\$180,000) in any case.
 18 (r) The maximum compensation with respect to disability or death
 19 occurring on and after July 1, 1993, and before July 1, 1994, that shall
 20 be paid for occupational disease and the results thereof under this
 21 chapter or under any combination of the provisions of this chapter may
 22 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
 23 any case.
 24 (s) The maximum compensation with respect to disability or death
 25 occurring on and after July 1, 1994, and before July 1, 1997, that shall
 26 be paid for occupational disease and the results thereof under this
 27 chapter or under any combination of the provisions of this chapter may
 28 not exceed two hundred fourteen thousand dollars (\$214,000) in any
 29 case.
 30 (t) The maximum compensation that shall be paid for occupational
 31 disease and the results of an occupational disease under this chapter or
 32 under any combination of the provisions of this chapter may not exceed
 33 the following amounts in any case:
 34 (1) With respect to disability or death occurring on and after July
 35 1, 1997, and before July 1, 1998, two hundred twenty-four
 36 thousand dollars (\$224,000).
 37 (2) With respect to disability or death occurring on and after July
 38 1, 1998, and before July 1, 1999, two hundred thirty-four
 39 thousand dollars (\$234,000).
 40 (3) With respect to disability or death occurring on and after July
 41 1, 1999, and before July 1, 2000, two hundred forty-four thousand
 42 dollars (\$244,000).

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- 1 (4) With respect to disability or death occurring on and after July
- 2 1, 2000, and before July 1, 2001, two hundred fifty-four thousand
- 3 dollars (\$254,000).
- 4 (5) With respect to disability or death occurring on and after July
- 5 1, 2001, and before July 1, 2002, two hundred seventy-four
- 6 thousand dollars (\$274,000).
- 7 (6) With respect to disability or death occurring on and after July
- 8 1, 2002, and before July 1, 2006, two hundred ninety-four
- 9 thousand dollars (\$294,000).
- 10 (7) With respect to disability or death occurring on and after July
- 11 1, 2006, and before July 1, 2007, three hundred thousand dollars
- 12 (\$300,000).
- 13 (8) With respect to disability or death occurring on and after July
- 14 1, 2007, and before July 1, 2008, three hundred ten thousand
- 15 dollars (\$310,000).
- 16 (9) With respect to disability or death occurring on and after July
- 17 1, 2008, and before July 1, 2009, three hundred eighteen thousand
- 18 dollars (\$318,000).
- 19 (10) With respect to disability or death occurring on ~~or~~ **and** after
- 20 July 1, 2009, **and before July 1, 2014**, three hundred twenty-five
- 21 thousand dollars (\$325,000).
- 22 **(11) With respect to disability or death occurring on and after**
- 23 **July 1, 2014, and before July 1, 2015, three hundred forty**
- 24 **thousand dollars (\$340,000).**
- 25 **(12) With respect to disability or death occurring on and after**
- 26 **July 1, 2015, and before July 1, 2016, three hundred fifty-five**
- 27 **thousand dollars (\$355,000).**
- 28 **(13) With respect to disability or death occurring on and after**
- 29 **July 1, 2016, and before July 1, 2017, three hundred seventy**
- 30 **thousand dollars (\$370,000).**
- 31 **(14) With respect to disability or death occurring on and after**
- 32 **July 1, 2017, and before July 1, 2018, three hundred**
- 33 **eighty-five thousand dollars (\$385,000).**
- 34 **(15) With respect to disability or death occurring on and after**
- 35 **July 1, 2018, four hundred thousand dollars (\$400,000).**
- 36 (u) For all disabilities occurring on and after July 1, 1985, "average
- 37 weekly wages" means the earnings of the injured employee during the
- 38 period of fifty-two (52) weeks immediately preceding the disability
- 39 divided by fifty-two (52). If the employee lost seven (7) or more
- 40 calendar days during the period, although not in the same week, then
- 41 the earnings for the remainder of the fifty-two (52) weeks shall be
- 42 divided by the number of weeks and parts of weeks remaining after the

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1 time lost has been deducted. If employment before the date of disability
 2 extended over a period of less than fifty-two (52) weeks, the method of
 3 dividing the earnings during that period by the number of weeks and
 4 parts of weeks during which the employee earned wages shall be
 5 followed if results just and fair to both parties will be obtained. If by
 6 reason of the shortness of the time during which the employee has been
 7 in the employment of the employer or of the casual nature or terms of
 8 the employment it is impracticable to compute the average weekly
 9 wages for the employee, the employee's average weekly wages shall be
 10 considered to be the average weekly amount that, during the fifty-two
 11 (52) weeks before the date of disability, was being earned by a person
 12 in the same grade employed at the same work by the same employer or,
 13 if there is no person so employed, by a person in the same grade
 14 employed in that same class of employment in the same district.
 15 Whenever allowances of any character are made to an employee
 16 instead of wages or a specified part of the wage contract, they shall be
 17 considered a part of the employee's earnings.

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

27 SECTION 16. IC 22-3-7-36, AS AMENDED BY P.L.99-2007,
 28 SECTION 185, IS AMENDED TO READ AS FOLLOWS
 29 [EFFECTIVE JULY 1, 2013]: Sec. 36. (a) Whenever disablement or
 30 death from an occupational disease arising out of and in the course of
 31 the employment for which compensation is payable under this chapter,
 32 shall have been sustained under circumstances creating in some other
 33 person than the employer and not in the same employ a legal liability
 34 to pay damages in respect thereto, the injured employee, or the
 35 employee's dependents, in case of death, may commence legal
 36 proceedings against such other person to recover damages
 37 notwithstanding such employer's or such employer's occupational
 38 disease insurance carrier's payment of, or liability to pay, compensation
 39 under this chapter. In such case, however, if the action against such
 40 other person is brought by the injured employee or the employee's
 41 dependents and judgment is obtained and paid and accepted and
 42 settlement is made with such other person, either with or without suit,

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1 then from the amount received by such employee or dependents there
 2 shall be paid to the employer, or such employer's occupational disease
 3 insurance carrier, the amount of compensation paid to such employee
 4 or dependents, plus the ~~medical, hospital, and nurses'~~ services and
 5 ~~supplies products~~ and burial expense paid by the employer or such
 6 employer's occupational disease insurance carrier, and the liability of
 7 the employer or such employer's occupational disease insurance carrier
 8 to pay further compensation or other expenses shall thereupon
 9 terminate, whether or not one (1) or all of the dependents are entitled
 10 to share in the proceeds of the settlement or recovery and whether or
 11 not one (1) or all of the dependents could have maintained the action
 12 or claim for wrongful death.

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

28 (c) In the event an employee, or in the event of the employee's death,
 29 the employee's dependents, shall procure a final judgment against such
 30 other person other than by agreement, for disablement or death from an
 31 occupational disease arising out of and in the course of the employment
 32 and such judgment is for a lesser sum than the amount for which the
 33 employer or such employer's occupational disease insurance carrier is
 34 liable for compensation and for ~~medical, surgical, hospital, and nurse's~~
 35 services and ~~supplies, products~~, as of the date the judgment becomes
 36 final, then the employee, or in the event of the employee's death, the
 37 employee's dependents, shall have the option of either collecting such
 38 judgment and repaying the employer or such employer's occupational
 39 disease insurance carrier for compensation previously drawn, if any,
 40 and repaying the employer or such employer's occupational disease
 41 insurance carrier for ~~medical, surgical, hospital, and nurse's~~ services
 42 and ~~supplies products~~ previously paid, if any, and of repaying the



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1 employer or such employer's occupational disease insurance carrier, the
 2 burial benefits paid, if any, or of assigning all rights under said
 3 judgment to the employer or such employer's occupational disease
 4 insurance carrier and thereafter receiving all compensation and
 5 ~~medical, surgical, hospital, and nurse's~~ **services and supplies products**
 6 to which the employee, or in the event of the employee's death, to
 7 which the employee's dependents would be entitled if there had been
 8 no action brought against such other party.

9 (d) If the employee or the employee's dependents agree to receive
 10 compensation, because of an occupational disease arising out of and in
 11 the course of the employment, from the employer or such employer's
 12 occupational disease insurance carrier, or to accept from the employer
 13 or such employer's occupational disease insurance carrier by loan or
 14 otherwise, any payment on account of such compensation or institute
 15 proceedings to recover the same, the said employer or such employer's
 16 occupational disease insurance carrier shall have a lien upon any
 17 settlement award, judgment, or fund out of which such employee might
 18 be compensated from the third party.

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

38 (f) If said employee, or in the event of the employee's death, the
 39 employee's dependents, shall fail to institute legal proceedings, against
 40 such other person for damages within two (2) years after said cause of
 41 action accrues, the employer or such employer's occupational disease
 42 insurance carrier, having paid compensation or having been liable

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1 therefor, may collect in their own name or in the name of the employee
 2 with a disability, or in the case of the employee's death, in the name of
 3 the employee's dependents, from the other person in whom legal
 4 liability for damage exists, the compensation paid or payable to the
 5 employee with a disability or to the employee's dependents, plus the
 6 ~~medical, surgical, hospital, and nurse's services and supplies~~ **products**
 7 and burial expenses, paid by them or for which they have become
 8 liable, and the employer or such employer's occupational disease
 9 insurance carrier may commence such action at law for such collection
 10 against such other person in whom legal liability exists at any time
 11 within one (1) year from the date of the expiration of the two (2) years
 12 when the action accrued to the employee with a disability or, in the
 13 event of the employee's death, to the employee's dependents,
 14 notwithstanding the provisions of any statute of limitations to the
 15 contrary.

16 (g) In such actions brought as provided in this section by the
 17 employee or the employee's dependents, the employee or the
 18 employee's dependents shall, within thirty (30) days after such action
 19 is filed, notify the employer or such employer's occupational disease
 20 insurance carrier, by personal service or registered or certified mail, of
 21 such fact and the name of the court in which suit is brought, filing
 22 proof thereof in such action.

23 (h) If the employer does not join in the action within ninety (90)
 24 days after receipt of the notice, then out of any actual money
 25 reimbursement received by the employer or such employer's
 26 occupational disease insurance carrier pursuant to this section, they
 27 shall pay their pro rata share of all costs and reasonably necessary
 28 expenses in connection with such third party claim, action, or suit, and
 29 to the attorney at law selected by the employee or the employee's
 30 dependents, a fee of twenty-five percent (25%), if collected without
 31 trial, of the amount of benefits after the expenses and costs in
 32 connection with such third party claim have been deducted therefrom,
 33 and a fee of thirty-three and one-third percent (33 1/3%), if collected
 34 after trial, of the amount of such benefits after deduction of the costs
 35 and reasonably necessary expenses in connection with such third party
 36 claim, action, or suit. The employer may, within ninety (90) days after
 37 receipt of notice of suit from the employee or the employee's
 38 dependents, join in the action upon the employee's motion so that all
 39 orders of court after hearing and judgment shall be made for the
 40 employee's protection.

41 (i) No release or settlement of claim for damages by reason of such
 42 injury or death, and no satisfaction of judgment in such proceedings



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1 shall be valid without the written consent of both employer or such
 2 employer's occupational disease insurance carrier, and employee, or the
 3 employee's dependents. However, in the case of the employer or such
 4 employer's occupational disease insurance carrier, such consent shall
 5 not be required where the employer or such employer's occupational
 6 disease insurance carrier has been fully indemnified or protected by
 7 court order.

8 SECTION 17. IC 22-3-7.2 IS ADDED TO THE INDIANA CODE
 9 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
 10 JULY 1, 2013]:

11 **Chapter 7.2. Worker's Compensation: Claim Payment**

12 **Sec. 1. As used in this chapter, "clean claim" means a claim**
 13 **submitted by a provider for payment under IC 22-3-2 through**
 14 **IC 22-3-7 that has no defect, impropriety, or particular**
 15 **circumstance requiring special treatment preventing payment.**

16 **Sec. 2. As used in this chapter, "insurer" means an employer or**
 17 **an employer's insurance carrier that is liable for a claim for a**
 18 **service or product under IC 22-3-2 through IC 22-3-7.**

19 **Sec. 3. As used in this chapter, "medical service facility" means**
 20 **a hospital, clinic, surgery center, nursing home, rehabilitation**
 21 **center, or other health care facility that provides a service or**
 22 **product under IC 22-3-2 through IC 22-3-7.**

23 **Sec. 4. As used in this chapter, "medical service provider"**
 24 **means a person or an entity that provides services or products to**
 25 **an employee under IC 22-3-2 through IC 22-3-7. Except as**
 26 **otherwise provided in this chapter, the term includes a medical**
 27 **service facility.**

28 **Sec. 5. After December 31, 2014, a claim made by a medical**
 29 **service facility:**

30 (1) must be filed with; and

31 (2) paid by;

32 the insurer electronically.

33 **Sec. 6. (a) An insurer shall pay or deny each clean claim in**
 34 **accordance with section 7 of this chapter.**

35 **(b) An insurer shall notify a medical service provider of any**
 36 **deficiencies in a submitted claim not more than:**

37 (1) thirty (30) days after the date the claim is received by the
 38 insurer, for a claim that is filed electronically; or

39 (2) forty-five (45) days after the date the claim is received by
 40 the insurer, for a claim that is filed on paper;

41 and describe any remedy necessary to establish a clean claim.

42 (c) Failure of an insurer to notify a medical service provider as

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1 required under subsection (b) establishes the submitted claim as a
2 clean claim.

3 Sec. 7. (a) An insurer shall pay or deny each clean claim as
4 follows:

5 (1) If the claim is filed electronically, not more than thirty (30)
6 days after the date the claim is received by the insurer.

7 (2) If the claim is filed on paper, not more than forty-five (45)
8 days after the date the claim is received by the insurer.

9 (b) If:

10 (1) an insurer fails to pay or deny a clean claim in the time
11 required under subsection (a); and

12 (2) the insurer subsequently pays the claim;

13 the insurer shall pay the medical service provider that submitted
14 the claim interest on the amount of the insurer's pecuniary liability
15 under IC 22-3-2 through IC 22-3-7 for the claim paid under this
16 section.

17 (c) Interest paid under subsection (b):

18 (1) accrues beginning:

19 (A) thirty-one (31) days after the date the claim is received
20 under subsection (a)(1); or

21 (B) forty-six (46) days after the date the claim is received
22 under subsection (a)(2); and

23 (2) stops accruing on the date the claim is paid.

24 (d) In paying interest under subsection (b), an insurer shall use
25 the same interest rate as provided in IC 12-15-21-3(7)(A).

26 Sec. 8. A medical service provider shall submit only the
27 following forms for payment by an insurer:

28 (1) CMS-1500.

29 (2) CMS-1450 (UB-04).

30 (3) American Dental Association (ADA) claim form.

31 (4) ANSI-837L.

32 Sec. 9. (a) If the worker's compensation board finds that an
33 insurer has failed during any calendar year to process and pay
34 clean claims in compliance with this chapter, the worker's
35 compensation board may assess an aggregate civil penalty against
36 the insurer according to the following schedule:

37 (1) If the insurer has paid at least eighty-five percent (85%)
38 but less than ninety-five percent (95%) of all clean claims
39 received from all medical service providers during the
40 calendar year in compliance with this chapter, a civil penalty
41 of up to ten thousand dollars (\$10,000).

42 (2) If the insurer has paid at least sixty percent (60%) but less

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1 than eighty-five percent (85%) of all clean claims received
2 from all medical service providers during the calendar year
3 in compliance with this chapter, a civil penalty of at least ten
4 thousand dollars (\$10,000) but not more than one hundred
5 thousand dollars (\$100,000).

6 (3) If the insurer has paid less than sixty percent (60%) of all
7 clean claims received from all medical service providers
8 during the calendar year in compliance with this chapter, a
9 civil penalty of at least one hundred thousand dollars
10 (\$100,000) but not more than two hundred thousand dollars
11 (\$200,000).

12 (b) In determining the amount of a civil penalty under this
13 section, the worker's compensation board shall consider whether
14 the insurer's failure to achieve the standards established by this
15 chapter is due to circumstances beyond the insurer's control.

16 (c) An insurer may contest a civil penalty imposed under this
17 section by requesting an administrative hearing under IC 4-21.5
18 not more than thirty (30) days after the insurer receives notice of
19 the assessment of the civil penalty.

20 (d) If the worker's compensation board imposes a civil penalty
21 under this section, the worker's compensation board may not
22 impose another penalty against the insurer for the same activity.

23 (e) Civil penalties collected under this section shall be deposited
24 in the state general fund.

25 SECTION 18. IC 27-7-2-20.2 IS AMENDED TO READ AS
26 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 20.2. (a) Every
27 company and the bureau shall file with the commissioner all minimum
28 premiums, rates, and supplementary rate information that are to be used
29 in Indiana. Such minimum premiums, rates, and supplementary rate
30 information must be submitted to the commissioner at least thirty (30)
31 days before the effective date. The commissioner shall disapprove a
32 filing that does not meet the requirements of section 20.1 of this
33 chapter. A filing shall be deemed approved unless disapproved by the
34 commissioner within thirty (30) days after the filing is made. A
35 company may adopt by reference, with or without deviation, the
36 minimum premiums, rates, and supplementary rate information filed by
37 another company or by the bureau.

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

41 (c) There shall accompany each filing adequate proof that notice of
42 the filing has been mailed, by first class United States mail, to each

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1 interested person at the person's address as shown on the records of the
2 department.

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

9 SECTION 19. IC 27-7-2-40 IS ADDED TO THE INDIANA CODE
10 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
11 1, 2013]: **Sec. 40. The bureau may collect data from its members**
12 **under this chapter, including:**

13 (1) claims data;

14 (2) policy data such as policy number, policy term, and
15 employer and employee identification information; and

16 (3) proof of coverage data such as employer identification
17 information, classification information, carrier information,
18 agency identification information, premium information, and
19 payroll data.

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