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| PREVAILED | Roll Call No. _____ |
| FAILED | Ayes _____ |
| WITHDRAWN | Noes _____ |
| RULED OUT OF ORDER | |

HOUSE MOTION _____

MR. SPEAKER:

I move that Engrossed Senate Bill 52 be amended to read as follows:

- 1 Delete pages 1 through 5.
- 2 Page 6, delete lines 1 through 5.
- 3 Page 6, line 19, after "." insert "**If the treatment or travel to or**
- 4 **from the place of treatment causes a loss of working time to the**
- 5 **employee, the employer shall reimburse the employee for the loss**
- 6 **of wages using the basis of the employee's average daily wage."**
- 7 Page 6, line 26, after "(c)" insert "**No representative of the**
- 8 **employer or insurance carrier, including case managers or**
- 9 **rehabilitation nurses, may be present at any treatment of an**
- 10 **injured employee without the express written consent of the**
- 11 **employee and the treating medical personnel. At the time of any**
- 12 **medical treatment that a representative of the employer wishes to**
- 13 **attend, the representative of the employer shall inform the injured**
- 14 **employee and treating medical personnel that their written consent**
- 15 **is required before the attendance of the employer's representative.**
- 16 **The employee's compensation and benefits may not be jeopardized**
- 17 **in any way due to the employee's failure or refusal to complete a**
- 18 **written waiver allowing the attendance of the employer's**
- 19 **representative. The employer's representative may not in any way**
- 20 **cause the employee to believe that the employee's compensation**
- 21 **and benefits will be terminated if the employee fails or refuses to**
- 22 **complete a written waiver allowing the attendance of the**
- 23 **employer's representative. The written waivers shall be executed**
- 24 **on forms prescribed by the board.**

- 1 **(d)**".
- 2 Page 6, line 39, delete "or other expenses".
- 3 Page 7, line 12, strike "(d)" and insert "**(e)**".
- 4 Page 7, line 22, strike "(e)" and insert "**(f)**".
- 5 Page 7, line 34, strike "(f)" and insert "**(g)**".
- 6 Page 7, line 41, strike "(g)" and insert "**(h)**".
- 7 Page 8, between lines 5 and 6, begin a new paragraph and insert the
- 8 following:
- 9 **"(i) After medical treatment has commenced, neither the**
- 10 **employer nor the insurance carrier is entitled to transfer or**
- 11 **otherwise redirect treatment to other treating medical personnel,**
- 12 **except in an emergency situation, unless the employee requests the**
- 13 **transfer or redirected treatment, the treating medical personnel**
- 14 **requests discontinuance of providing treatment, or there is other**
- 15 **good cause. If the employer or insurance carrier wishes to transfer**
- 16 **treatment for good cause, a transfer may not be permitted unless**
- 17 **and until the board issues an order granting the request. The**
- 18 **request shall be made on forms prescribed by the board."**
- 19 Page 8, line 21, after "." insert "**Upon reasonable notice and upon**
- 20 **the employee's presentation of a written consent for release of the**
- 21 **employee's health records as provided in IC 16-39-1-4, the**
- 22 **physician or surgeon shall supply to the employee, the employee's**
- 23 **attorney, or another authorized representative, the health records**
- 24 **(including x-rays) possessed by the physician or surgeon**
- 25 **concerning the employee."**
- 26 Page 8, line 25, delete "or other expenses".
- 27 Page 8, line 42, reset in roman "reimburse".
- 28 Page 8, line 42, delete "compensate".
- 29 Page 9 line 1, reset in roman "of wages upon the basis of the
- 30 employee's average daily".
- 31 Page 9, line 2, reset in roman "wage".
- 32 Page 9, line 2, delete "as if the absence from work was a temporary
- 33 partial".
- 34 Page 9, line 3, delete "disability pursuant to IC 22-3-3-9".
- 35 Page 9, line 23, strike "(e)" and insert "**(f)**".
- 36 Page 9, line 31, after "(d)" insert "**No representative of the**
- 37 **employer or insurance carrier, including case managers or**
- 38 **rehabilitation nurses, may be present at any examination of an**
- 39 **injured employee without the express written consent of the**
- 40 **employee and the treating medical personnel. At the time of any**
- 41 **medical examination that a representative of the employer wishes**
- 42 **to attend, the representative of the employer shall inform the**
- 43 **injured employee and treating medical personnel that their written**
- 44 **consent is required before the attendance of the employer's**
- 45 **representative. The employee's compensation and benefits may not**
- 46 **be jeopardized in any way due to the employee's failure or refusal**

1 to complete a written waiver allowing the attendance of the
 2 employer's representative. The employer's representative may not
 3 in any way cause the employee to believe that the employee's
 4 compensation and benefits will be terminated if the employee fails
 5 or refuses to complete a written waiver allowing the attendance of
 6 the employer's representative. The written waivers shall be
 7 executed on forms prescribed by the board.

8 (e)".

9 Page 10 line 1, strike "(e)" and insert "(f)".

10 Page 10 line 9, strike "(e)" and insert "(f)".

11 Page 10 line 30, strike "(f)" and insert "(g)".

12 Page 10 line 33, strike "(g)" and insert "(h)".

13 Page 10 line 34, strike "(e)" and insert "(f)".

14 Page 10 line 40, strike "(e)" and insert "(f)".

15 Page 10 line 41, strike "(h)" and insert "(i)".

16 Page 11, line 25, delete "Absent an agreement as to temporary
 17 total".

18 Page 11, delete lines 26 through 33.

19 Page 12, line 20, before "An" insert "**If a determination of liability
 20 is not made within thirty (30) days and the employer is
 21 subsequently determined to be liable to pay compensation, the first
 22 installment of compensation must include the accrued weekly
 23 compensation and interest at the legal rate of interest specified in
 24 IC 24-4.6-1-101 computed from the date fourteen (14) days after
 25 the disability begins.**".

26 Page 12, line 33, strike "or".

27 Page 12, line 35, delete "." and insert "; or

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

32 Page 21, line 29, after "1999," insert "**and before July 1, 2000,**".

33 Page 21, between lines 37 and 38, begin a new line, block indented
 34 and insert:

35 **"(7) With respect to injuries occurring on and after July 1,
 36 2000, and before July 1, 2001, for each degree of permanent
 37 impairment from one (1) to ten (10), one thousand dollars
 38 (\$1,000) per degree; for each degree of permanent
 39 impairment from eleven (11) to thirty-five (35), one thousand
 40 two hundred dollars (\$1, 200) per degree; for each degree of
 41 permanent impairment from thirty-six (36) to fifty (50), two
 42 thousand dollars (\$2,000) per degree; for each degree of
 43 permanent impairment above fifty (50), two thousand five
 44 hundred dollars (\$2,500) per degree.**

45 **(8) With respect to injuries occurring on and after July 1,
 46 2001, and before July 1, 2002, for each degree of permanent**

- 1 impairment from one (1) to ten (10), one thousand two
2 hundred dollars (\$1, 200) per degree; for each degree of
3 permanent impairment from eleven (11) to thirty-five (35),
4 one thousand four hundred dollars (\$1,400) per degree; for
5 each degree of permanent impairment from thirty-six (36) to
6 fifty (50), two thousand four hundred dollars (\$2,400) per
7 degree; for each degree of permanent impairment above fifty
8 (50), three thousand (\$3,000) per degree.
- 9 (9) With respect to injuries occurring on and after July 1,
10 2002, for each degree of permanent impairment from one (1)
11 to ten (10), two thousand seven hundred forty-seven dollars
12 (\$2,747) per degree; for each degree of permanent
13 impairment from eleven (11) to thirty-five (35), three
14 thousand four hundred thirty-three dollars (\$3,433) per
15 degree; for each degree of permanent impairment from
16 thirty-six (36) to fifty (50), four thousand two hundred
17 ninety-two dollars (\$4,292) per degree; for each degree of
18 permanent impairment above fifty (50), five thousand three
19 hundred sixty-five dollars (\$5,365) per degree."
- 20 Page 22, line 16, delete "seven" and insert "**eight**".
- 21 Page 22, line 16, delete "ninety-two" and insert "**twenty-two**".
- 22 Page 22, line 17, delete "\$792" and insert "**\$822**".
- 23 Page 22, line 19, delete "twenty-two" and insert "**eighty-two**".
- 24 Page 22, line 20, delete "\$822" and insert "**\$882**".
- 25 Page 22, line 22, delete "eight" and insert "**nine**".
- 26 Page 22, line 22, delete "fifty-two" and insert "**forty-two**".
- 27 Page 22, line 23, delete "\$852" and insert "**\$942**".
- 28 Page 22, line 25, delete "eight hundred eighty-two" and insert "**one**
29 **thousand two**".
- 30 Page 22, line 25, delete "\$882" and insert "**\$1,002**".
- 31 Page 22, between lines 25 and 26, begin a new paragraph and insert:
32 "SECTION 5. IC 22-3-3-17 IS AMENDED TO READ AS
33 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. On and after April
34 1, 1965, and prior to April 1, 1969, when death results from an injury
35 within four hundred fifty (450) weeks, there shall be paid to total
36 dependent of said deceased, as determined by IC 22-3-3-18, 19 and 20,
37 a weekly compensation amounting to sixty percent (60%) of the
38 deceased's average weekly wage, until compensation so paid, when
39 added to any compensation paid to deceased employee, shall equal four
40 hundred fifty (450) weeks, and to partial dependents as hereinafter
41 provided.
- 42 On and after April 1, 1969, and prior to July 1, 1971, when death
43 results from an injury within five hundred (500) weeks, there shall be
44 paid to the total dependents of said deceased, as determined by the
45 provisions of IC 22-3-3-18, 19 and 20, weekly compensation
46 amounting to sixty percent (60%) of the deceased's average weekly

1 wage, until the compensation so paid, when added to any compensation
2 paid to the deceased employee, shall equal five hundred (500) weeks,
3 and to partial dependents as hereinafter provided.

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

13 On and after July 1, 1974, and before July 1, 1976, when death
14 results from an injury within five hundred (500) weeks, there shall be
15 paid the total dependents of the deceased, as determined by the
16 provisions of sections 18, 19, and 20 of this chapter, weekly
17 compensation amounting to sixty-six and two-thirds percent (66 2/3%)
18 of the deceased's average weekly wage, not to exceed a maximum of
19 one hundred thirty-five dollars (\$135) average weekly wages, until the
20 compensation so paid, when added to any compensation paid to the
21 deceased employee, shall equal five hundred (500) weeks, and to
22 partial dependents as hereinafter provided. On and after July 1, 1976,
23 when death results from an injury within five hundred (500) weeks,
24 there shall be paid the total dependents of the deceased as determined
25 by sections 18, 19, and 20 of this chapter, weekly compensation
26 amounting to ~~sixty-six and two-thirds percent (66 2/3%)~~ **one hundred**
27 **percent (100%)** of the deceased's average weekly wage, as defined by
28 IC 22-3-3-22, until the compensation paid, when added to the
29 compensation paid to the deceased employee, equals five hundred
30 (500) weeks, and to partial dependents, as provided in sections 18 and
31 20 of this chapter."

32 Page 22, delete lines 26 through 42.

33 Page 23, delete lines 1 through 38.

34 Page 27, line 37, delete "seven" and insert "**eight**".

35 Page 27, line 37, delete "ninety-two" and insert "**thirty-eight**".

36 Page 27, line 38, delete "\$792" and insert "**(\$838)**".

37 Page 27, line 39, after ";" insert "and".

38 Page 27, line 41, delete ", and before July 1, 2003".

39 Page 27, line 42, delete "eight" and insert "**nine**".

40 Page 27, line 42, delete "twenty-two" and insert "**fourteen**".

41 Page 28, line 1, delete "\$822" and insert "**(\$914)**".

42 Page 28, line 2, delete ";" and insert "."

43 Page 28, delete lines 3 through 12.

44 Page 31, line 16, delete "sixty-four" and insert "**seventy-four**".

45 Page 31, line 17, delete "\$264,000" and insert "**(\$274,000)**".

46 Page 31, line 19, delete "seventy-four" and insert "**ninety-four**".

- 1 Page 31, line 20, delete "\$274,000" and insert "**(\$294,000)**".
- 2 Page 31, line 22, delete "two" and insert "**three**".
- 3 Page 31, line 22, delete "eighty-four" and insert "**fourteen**".
- 4 Page 31, line 23, delete "\$284,000" and insert "**(\$314,000)**".
- 5 Page 31, line 25, delete "two" and insert "**three**".
- 6 Page 31, line 25, delete "ninety-four" and insert "**thirty-four**".
- 7 Page 31, line 25, delete "\$294,000" and insert "**(\$334,000)**".
- 8 Page 31, delete lines 26 through 42, begin a new paragraph and
- 9 insert:
- 10 "SECTION 7. IC 22-3-3-33 IS ADDED TO THE INDIANA CODE
- 11 AS A **NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY**
- 12 **1, 2000]: Sec. 33. (a) If an employee:**
- 13 **(1) receives an injury that results in a temporary total**
- 14 **disability or a permanent partial impairment;**
- 15 **(2) is capable of performing work with limitations or**
- 16 **restrictions that prevent the employee from returning to the**
- 17 **position the employee held before the employee's injury; and**
- 18 **(3) returns to work;**
- 19 **the employee may receive disabled from trade compensation.**
- 20 **(b) An employee may receive disabled from trade compensation**
- 21 **for a period not to exceed:**
- 22 **(1) fifty-two (52) consecutive weeks; or**
- 23 **(2) seventy-eight (78) aggregate weeks.**
- 24 **(c) An employee is entitled to receive disabled from trade**
- 25 **compensation in a weekly amount equal to STEP FOUR of the**
- 26 **following formula:**
- 27 **STEP ONE: Determine the employee's average weekly**
- 28 **earnings from employment with limitations or restrictions**
- 29 **that are entered after the employee's injury.**
- 30 **STEP TWO: Determine the employee's average weekly**
- 31 **earnings from employment before the employee's injury.**
- 32 **STEP THREE: Determine the greater of:**
- 33 **(A) the STEP TWO result minus the STEP ONE result; or**
- 34 **(B) zero (0).**
- 35 **STEP FOUR: Determine the lesser of:**
- 36 **(A) the STEP THREE result; or**
- 37 **(B) seven hundred sixty-two dollars (\$762).**
- 38 **(d) Not later than sixty (60) days after the employee's release to**
- 39 **return to work with restrictions or limitations, the employee must**
- 40 **receive notice from the employer on a form provided by the board**
- 41 **that informs the employee that the employee has been released to**
- 42 **work with limitations or restrictions. The notice must include:**
- 43 **(1) an explanation of the limitations or restrictions placed on**
- 44 **the employee;**
- 45 **(2) the amount of disabled from trade compensation the**
- 46 **employee has been awarded; and**
- 47 **(3) information for the employee regarding the terms of this**

1 section.

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

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

9 Delete pages 32 through 41.

10 Page 43, delete lines 1 through 14.

11 Page 44, line 8, before "An" insert "**If a determination of liability
12 is not made within thirty (30) days and the employer is
13 subsequently determined to be liable to pay compensation, the first
14 installment of compensation must include the accrued weekly
15 compensation and interest at the legal rate of interest specified in
16 IC 24-4.6-1-101 computed from the date fourteen (14) days after
17 the disability begins.**"

18 Page 53, line 21, after "1999," insert "**and before July 1, 2000,**".

19 Page 53, between lines 28 and 29, begin a new line, block indented
20 and insert:

21 "**(7) With respect to disablements occurring on and after July
22 1, 2000, and before July 1, 2001, for each degree of permanent
23 impairment from one (1) to ten (10), one thousand dollars
24 (\$1,000) per degree; for each degree of permanent
25 impairment from eleven (11) to thirty-five (35), one thousand
26 two hundred dollars (\$1, 200) 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 dollars (\$2,500) per degree.**

31 **(8) With respect to disablements occurring on and after July
32 1, 2001, and before July 1, 2002, for each degree of permanent
33 impairment from one (1) to ten (10), one thousand two
34 hundred dollars (\$1, 200) per degree; for each degree of
35 permanent impairment from eleven (11) to thirty-five (35),
36 one thousand four hundred dollars (\$1,400) per degree; for
37 each degree of permanent impairment from thirty-six (36) to
38 fifty (50), two thousand four hundred dollars (\$2,400) per
39 degree; for each degree of permanent impairment above fifty
40 (50), three thousand (\$3,000) per degree.**

41 **(9) With respect to injuries occurring on and after July 1,
42 2002, for each degree of permanent impairment from one (1)
43 to ten (10), two thousand seven hundred forty-seven dollars
44 (\$2,747) per degree; for each degree of permanent
45 impairment from eleven (11) to thirty-five (35), three
46 thousand four hundred thirty-three dollars (\$3,433) per
47 degree; for each degree of permanent impairment from**

- 1 **thirty-six (36) to fifty (50), four thousand two hundred**
 2 **ninety-two dollars (\$4,292) per degree; for each degree of**
 3 **permanent impairment above fifty (50), five thousand three**
 4 **hundred sixty-five dollars (\$5,365) per degree."**
- 5 Page 54, line 13, delete "seven" and insert "**eight**".
- 6 Page 54, line 13, delete "ninety-two" and insert "**twenty-two**".
- 7 Page 54, line 14, delete "(\$792) and insert "**(\$822)**".
- 8 Page 54, line 16, delete "twenty-two" and insert "**eighty-two**".
- 9 Page 54, line 17, delete "(\$822)" and insert "**(\$882)**".
- 10 Page 54, line 19, delete "eight" and insert "**nine**".
- 11 Page 54, line 19, delete "fifty-two" and insert "**forty-two**".
- 12 Page 54, line 20, delete "(\$852)" and insert "**(\$942)**".
- 13 Page 54, line 22, delete "eight hundred eighty-two" and insert "**one**
 14 **thousand two**".
- 15 Page 54, line 22, delete "(\$882)" and insert "**(\$1,002)**".
- 16 Page 56, after line 42, begin a new paragraph and insert:
- 17 "SECTION 9. IC 22-3-7-16.1 IS ADDED TO THE INDIANA
 18 CODE AS A NEW SECTION TO READ AS FOLLOWS
 19 [EFFECTIVE JULY 1, 2000]: **Sec. 16.1. (a) As used in this section,**
 20 **"board" refers to the worker's compensation board created under**
 21 **IC 22-3-1-1.**
- 22 **(b) If an employee who from an occupational disease becomes**
 23 **permanently and totally impaired by reason of the loss, or loss of**
 24 **use of, another such member or eye, the employer shall be liable**
 25 **only for the compensation payable for the second injury. However,**
 26 **in addition to such compensation and after the completion of the**
 27 **payment therefor, the employee shall be paid the remainder of the**
 28 **compensation that would be due for the total permanent**
 29 **impairment out of a special fund known as the occupational disease**
 30 **second injury fund.**
- 31 **(c) Whenever the board determines under the procedures set**
 32 **forth in subsection (d) that an assessment is necessary to ensure**
 33 **that fund beneficiaries continue to receive compensation in a timely**
 34 **manner for a reasonable prospective period, the board shall send**
 35 **notice not later than October 1 in any year to:**
- 36 **(1) all insurance carriers and other entities insuring or**
 37 **providing coverage to employers who are or may be liable**
 38 **under this article to pay compensation for personal injuries to**
 39 **or the death of one of their employees from an occupational**
 40 **disease; and**
- 41 **(2) each employer carrying the employer's own risk for**
 42 **personal injuries to or the death of one (1) of their employees**
 43 **from an occupational disease;**
- 44 **stating that an assessment is necessary. The board may conduct an**
 45 **assessment under this subsection not more than one (1) time**
 46 **annually. Every insurance carrier insuring employers who are or**
 47 **may be liable under this article to pay compensation for**

1 **disablement or death from occupational diseases of their employees**
2 **under this article and every employer carrying the employer's own**
3 **risk shall, not later than thirty (30) days after receiving notice from**
4 **the board, pay to the worker's compensation board for the benefit**
5 **of a fund to be known as the occupational diseases second injury**
6 **fund. The payment shall be in a sum equal to one and one-half**
7 **percent (1.5%) of the total amount of all payments under this**
8 **chapter for occupational diseases paid to employees with**
9 **occupational diseases or their beneficiaries under this chapter for**
10 **the calendar year next preceding the due date of such payment. If**
11 **the amount to the credit of the occupational diseases second injury**
12 **fund as of October 1 of any year exceeds one million dollars**
13 **(\$1,000,000), the payments of one and one-half percent (1.5%) shall**
14 **not be assessed or collected during the ensuing year. But when on**
15 **October 1 of any year the amount to the credit of the fund is less**
16 **than one million dollars (\$1,000,000), the payments of one and**
17 **one-half percent (1.5%) of the total amount of all payments under**
18 **this chapter for occupational diseases paid to employees with**
19 **occupational diseases or their beneficiaries under this chapter for**
20 **the calendar year next preceding that date shall be resumed and**
21 **paid into the fund.**

22 (d) **The board shall enter into a contract with an actuary or**
23 **another qualified firm that has experience in calculating worker's**
24 **compensation liabilities. Not later than September 1 of each year,**
25 **the actuary or other qualified firm shall calculate the**
26 **recommended funding level of the fund based on the previous**
27 **year's claims and inform the board of the results of the calculation.**
28 **If the amount to the credit of the fund is less than the amount**
29 **required under subsection (c), the board may conduct an**
30 **assessment under subsection (c). The board shall pay the costs of**
31 **the contract under this subsection with money in the fund.**

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

1 **(f) The sums under this section shall be paid by the worker's**
 2 **compensation board to the treasurer of state, to be deposited in a**
 3 **special account known as the occupational diseases second injury**
 4 **fund. The funds are not part of the state general fund. Any balance**
 5 **remaining in the account at the end of any fiscal year does not**
 6 **revert to the state general fund. The funds shall be used only for**
 7 **the payment of awards of compensation and expense of medical**
 8 **examinations or treatment made and ordered by the board and**
 9 **chargeable against the occupational diseases second injury fund**
 10 **under this section and shall be paid for that purpose by the**
 11 **treasurer of state upon award or order of the board.**

12 **(g) If an employee who is entitled to compensation under this**
 13 **chapter either:**

- 14 **(1) exhausts the maximum benefits under section 19 of this**
- 15 **chapter without having received the full amount of award**
- 16 **granted to the employee under section 16 of this chapter; or**
- 17 **(2) exhausts the employee's benefits under section 16 of this**
- 18 **chapter;**

19 **the employee may apply to the worker's compensation board,**
 20 **which may award the employee compensation from the**
 21 **occupational diseases second injury fund established by this**
 22 **section, as provided under subsection (b).**

23 **(h) An employee who has exhausted the employee's maximum**
 24 **benefits under section 10 of this chapter may be awarded**
 25 **additional compensation equal to sixty-six and two-thirds percent**
 26 **(66 2/3%) of the employee's average weekly wage at the time of the**
 27 **employee's disablement from occupational disease, not to exceed**
 28 **the maximum then applicable under section 19 of this chapter for**
 29 **a period not to exceed one hundred fifty (150) weeks upon**
 30 **competent evidence sufficient to establish:**

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

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

43 **SECTION 10. IC 22-3-7-17 IS AMENDED TO READ AS**
 44 **FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 17. (a) During the**
 45 **period of disablement, the employer shall furnish or cause to be**
 46 **furnished, free of charge to the employee, an attending physician for**
 47 **the treatment of his occupational disease, and in addition thereto such**

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

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

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

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

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

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

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

37 ~~(e)~~ **(g)** This section may not be construed to prohibit an agreement
 38 between an employer and employees that has the approval of the board
 39 and that:

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

44 ~~(f)~~ **(h)** The employee and the employee's estate do not have liability
 45 to a health care provider for payment for services obtained under this
 46 section. The right to order payment for all services provided under this

1 chapter is solely with the board. All claims by a health care provider for
 2 payment for services are against the employer and the employer's
 3 insurance carrier, if any, and must be made with the board under this
 4 chapter.

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

15 Page 59, line 26, delete "seven" and insert "**eight**".

16 Page 59, line 26, delete "ninety-two" and insert "**thirty-eight**".

17 Page 59, line 27, delete "\$792" and insert "**(\$838)**".

18 Page 59, line 28, after ";" insert "**and**".

19 Page 59, line 30, delete "and before July 1, 2003".

20 Page 59, line 31, delete "eight" and insert "**nine**".

21 Page 59, line 31, delete "twenty-two" and insert "**fourteen**".

22 Page 59, line 32, delete "\$822" and insert "**(\$914)**".

23 Page 59, line 33, delete ";" and insert ".".

24 Page 59, delete lines 34 through 42.

25 Page 60, delete line 1.

26 Page 61, line 42, delete "sixty-four" and insert "**seventy-four**".

27 Page 62, line 1, delete "\$264,000" and insert "**(\$274,000)**".

28 Page 62, line 4, delete "seventy-four" and insert "**ninety-four**".

29 Page 62, line 4, delete "\$274,000" and insert "**(\$294,000)**".

30 Page 62, line 6, delete "two" and insert "**three**".

31 Page 62, line 6, delete "eighty-four" and insert "**fourteen**".

32 Page 62, line 7, delete "\$284,000" and insert "**(\$314,000)**".

33 Page 62, line 9, delete "two" and insert "**three**".

34 Page 62, line 9, delete "ninety-four" and insert "**thirty-four**".

35 Page 62, line 10, delete "\$294,000" and insert "**(\$334,000)**".

Page 63, after line 27, begin a new paragraph and insert:

"SECTION 12. IC 22-3-7-20 IS AMENDED TO READ AS
 FOLLOWS [EFFECTIVE JULY 1, 2000]: Sec. 20. (a) After
 disablement and during the period of claimed resulting disability or
 impairment, the employee, if so requested by the employee's employer
 or ordered by the worker's compensation board, shall submit to an
 examination at reasonable times and places by a duly qualified
 physician or surgeon designated and paid by the employer or by order
 of the board. The employee shall have the right to have present at any
 such examination any duly qualified physician or surgeon provided and
 paid for by the employee. No fact communicated to or otherwise

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

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

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

(d) A duly qualified physician or surgeon provided and paid for by the employee may be present at an examination, if the employee so desires. In all cases, where the examination is made by a physician or surgeon engaged by the employer and the disabled or injured employee has no physician or surgeon present at the examination, it shall be the duty of the physician or surgeon making the examination to deliver to the injured employee, or the employee's representative, a statement in writing of the conditions evidenced by such examination. The statement shall disclose all facts that are reported by the physician or surgeon to the employer. This statement shall be furnished to the employee or the employee's representative as soon as practicable, but not later than thirty (30) days before the time the case is set for hearing. The statement may be submitted by either party as evidence by that

physician or surgeon at a hearing before the worker's compensation board if the statement meets the requirements of subsection ~~(f)~~ (g). If the physician or surgeon fails or refuses to furnish the employee or the employee's representative with such statement thirty (30) days before the hearing, then the statement may not be submitted as evidence, and the physician shall not be permitted to testify before the worker's compensation board as to any facts learned in the examination. All of the requirements of this subsection apply to all subsequent examinations requested by the employer.

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

~~(e)~~ (f) In all cases where an examination of an employee is made by a physician or surgeon engaged by the employee, and the employer has no physician or surgeon present at such examination, it shall be the duty of the physician or surgeon making the examination to deliver to the employer or the employer's representative a statement in writing of the conditions evidenced by such examination. The statement shall disclose all the facts that are reported by such physician or surgeon to the employee. The statement shall be furnished to the employer or the employer's representative as soon as practicable, but not later than thirty (30) days before the time the case is set for hearing. The statement may be submitted by either party as evidence by that physician or surgeon at a hearing before the worker's compensation board if the statement meets the requirements of subsection ~~(f)~~ (g). If the physician or surgeon fails or refuses to furnish the employer or the employer's representative with such statement thirty (30) days before the hearing, then the statement may not be submitted as evidence, and the physician or surgeon shall not be permitted to testify before the worker's compensation board as to any facts learned in such examination. All of the requirements of this subsection apply to all

subsequent examinations made by a physician or surgeon engaged by the employee.

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

- (1) The history of the injury, or claimed injury, as given by the patient.
- (2) The diagnosis of the physician or surgeon concerning the patient's physical or mental condition.
- (3) The opinion of the physician or surgeon concerning the causal relationship, if any, between the injury and the patient's physical or mental condition, including the physician's or surgeon's reasons for the opinion.
- (4) The opinion of the physician or surgeon concerning whether the injury or claimed injury resulted in a disability or impairment and, if so, the opinion of the physician or surgeon concerning the extent of the disability or impairment and the reasons for the opinion.
- (5) The original signature of the physician or surgeon.

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

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

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

~~(i)~~ (j) The employer upon proper application, or the worker's compensation board, shall have the right in any case of death to require an autopsy at the expense of the party requesting the same. If, after a hearing, the board orders an autopsy and the autopsy is refused by the surviving spouse or next of kin, in this event any claim for compensation on account of the death shall be suspended and abated during the refusal. The surviving spouse or dependent must be served with a notice setting forth the consequences of the refusal under this subsection. The notice must be in a form prescribed by the worker's compensation board. No autopsy, except one performed by or on the authority or order of the coroner in discharge of the coroner's duties, shall be held in any case by any person without notice first being given

to the surviving spouse or next of kin, if they reside in Indiana or their whereabouts can reasonably be ascertained, of the time and place thereof, and reasonable time and opportunity shall be given such surviving spouse or next of kin to have a representative or representatives present to witness same. However, if such notice is not given, all evidence obtained by the autopsy shall be suspended on motion duly made to the board."

Renumber all SECTIONS consecutively.

(Reference is to SB 52 as printed February 18, 2000.)

Representative Torr