
SENATE BILL No. 574

DIGEST OF INTRODUCED BILL

Citations Affected: IC 22-3.

Synopsis: Worker's compensation. Requires a health care provider to file a claim for payment with the worker's compensation board (board) not later than two years after the last date the provider provided services to an injured or disabled employee. Amends the definition of "pecuniary liability" applying to the responsibility of an employer or insurance carrier to recognize that the charge for services or products provided after June 30, 2011, by a medical services facility is equal to 200% of the amount determined using the Medicare program reimbursement methodologies, models, and values or weights, including the coding, billing, and reporting payment policies in effect on the date a service or product is provided. Increases benefit amounts for injuries and disablements occurring on and after July 1, 2011.

Effective: July 1, 2011.

Tallian

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

C
O
P
Y



First Regular Session 117th General Assembly (2011)

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

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

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2010 Regular Session of the General Assembly.

C
o
p
y

SENATE BILL No. 574



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

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

- 1 SECTION 1. IC 22-3-3-5 IS AMENDED TO READ AS FOLLOWS
- 2 [EFFECTIVE JULY 1, 2011]: Sec. 5. **(a)** The pecuniary liability of the
- 3 employer for medical, surgical, hospital and nurse service herein
- 4 required shall be limited to such charges as prevail as provided under
- 5 IC 22-3-6-1(j), in the same community (as defined in IC 22-3-6-1(h))
- 6 for a like service or product to injured persons.
- 7 **(b)** The employee and the employee's estate do not have liability to
- 8 a health care provider for payment for services obtained under
- 9 IC 22-3-3-4.
- 10 **(c)** The right to order payment for all services provided under
- 11 IC 22-3-2 through IC 22-3-6 is solely with the board.
- 12 **(d)** All claims by a health care provider for payment for services are
- 13 against the employer and the employer's insurance carrier, if any, and
- 14 must be made with the board under IC 22-3-2 through IC 22-3-6. A
- 15 **health care provider must file a claim for payment with the board**
- 16 **not later than two (2) years after the last date the provider**
- 17 **provided services to an injured employee. A medical services**



1 facility may request the adjustment of a claim paid under a
 2 Medicare fee schedule that is superseded not later than thirty (30)
 3 days after the payment date by a Medicare fee schedule adopted by
 4 the worker's compensation board under section 5.2(b) of this
 5 chapter.

6 (e) The worker's compensation board may withhold the approval of
 7 the fees of the attending physician in a case until the attending
 8 physician files a report with the worker's compensation board on the
 9 form prescribed by the board.

10 SECTION 2. IC 22-3-3-5.2 IS AMENDED TO READ AS
 11 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 5.2. (a) **This**
 12 **subsection does not apply to charges for medical services,**
 13 **treatment, or supplies provided after June 30, 2011, by a medical**
 14 **services facility to an employee.** A billing review service shall adhere
 15 to the following requirements to determine the pecuniary liability of an
 16 employer or an employer's insurance carrier for a specific service or
 17 product covered under worker's compensation:

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

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

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

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

41 (b) **This subsection applies to charges for medical services,**
 42 **treatment, or supplies provided after June 30, 2011, by a medical**

C
o
p
y



1 services facility to an employee. The pecuniary liability of an
 2 employer or an employer's insurance carrier for a specific service,
 3 treatment, or supply covered under worker's compensation is
 4 equal to two hundred percent (200%) of the amount determined
 5 using the Medicare program reimbursement methodologies,
 6 models, and values or weights, including the coding, billing, and
 7 reporting payment policies, approved by the worker's
 8 compensation board and in effect on the date a service, treatment,
 9 or supply is provided. The worker's compensation board shall
 10 adopt annually, not later than December 31 each year, the most
 11 recent Medicare fee schedule. A medical services facility may
 12 request the adjustment of a claim paid under a Medicare fee
 13 schedule that is superseded not later than thirty (30) days after the
 14 payment date by a Medicare fee schedule adopted by the worker's
 15 compensation board under this subsection.

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

- 23 (1) the name of the billing review service used to make the
- 24 reduction;
- 25 (2) the dollar amount of the reduction;
- 26 (3) the dollar amount of the medical service at the eightieth
- 27 percentile; and
- 28 (4) in the case of a CPT or Medicare coding change, the basis
- 29 upon which the change was made;

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

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

40 SECTION 3. IC 22-3-3-10, AS AMENDED BY P.L.3-2008,
 41 SECTION 156, IS AMENDED TO READ AS FOLLOWS
 42 [EFFECTIVE JULY 1, 2011]: Sec. 10. (a) With respect to injuries in

C
O
P
Y



1 the schedule set forth in subsection (d) occurring on and after July 1,
2 1979, and before July 1, 1988, the employee shall receive, in addition
3 to temporary total disability benefits not to exceed fifty-two (52) weeks
4 on account of the injury, a weekly compensation of sixty percent (60%)
5 of the employee's average weekly wages, not to exceed one hundred
6 twenty-five dollars (\$125) average weekly wages, for the period stated
7 for the injury.

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

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

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

29 (1) Amputation: For the loss by separation of the thumb, sixty
30 (60) weeks, of the index finger forty (40) weeks, of the second
31 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
32 weeks, of the fourth or little finger twenty (20) weeks, of the hand
33 by separation below the elbow joint two hundred (200) weeks, or
34 the arm above the elbow two hundred fifty (250) weeks, of the big
35 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
36 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,
37 of the fifth or little toe ten (10) weeks, for loss occurring on and
38 after April 1, 1959, by separation of the foot below the knee joint,
39 one hundred seventy-five (175) weeks and of the leg above the
40 knee joint two hundred twenty-five (225) weeks. The loss of more
41 than one (1) phalange of a thumb or toes shall be considered as
42 the loss of the entire thumb or toe. The loss of more than two (2)

C
O
P
Y



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

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

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

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

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

24 (e) With respect to injuries in the schedule set forth in subsection
 25 (h) occurring on and after July 1, 1979, and before July 1, 1988, the
 26 employee shall receive, in addition to temporary total disability benefits
 27 not exceeding fifty-two (52) 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 one hundred twenty-five dollars (\$125) average
 30 weekly wages for the period stated for the injury.

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

38 (g) With respect to injuries in the schedule set forth in subsection
 39 (h) occurring on and after July 1, 1989, and before July 1, 1990, the
 40 employee shall receive, in addition to temporary total disability benefits
 41 not exceeding seventy-eight (78) weeks on account of the injury, a
 42 weekly compensation of sixty percent (60%) of the employee's average

C
O
P
Y



1 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
 2 average weekly wages, for the period stated for the injury.

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

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

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

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

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

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

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

40 (7) In all cases of permanent disfigurement which may impair the
 41 future usefulness or opportunities of the employee, compensation,
 42 in the discretion of the worker's compensation board, not

C
O
P
Y



1 exceeding two hundred (200) weeks, except that no compensation
 2 shall be payable under this subdivision where compensation is
 3 payable elsewhere in this section.

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

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

29 (2) Amputations: For the loss by separation of any of the body
 30 parts described in subdivision (1) on or after July 1, 1997, and for
 31 the loss by separation of any of the body parts described in
 32 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
 33 values per degree applying on the date of the injury as described
 34 in subsection (j) shall be multiplied by two (2). However, the
 35 doubling provision of this subdivision does not apply to a loss of
 36 use that is not a loss by separation.

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

C
O
P
Y



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

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

13 (5) For the permanent and complete loss of vision by enucleation,
 14 thirty-five (35) degrees of permanent impairment.

15 (6) For the reduction of vision to one-tenth (1/10) of normal
 16 vision with glasses, thirty-five (35) degrees of permanent
 17 impairment.

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

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

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

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

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

38 (12) For any permanent reduction of the sight of an eye less than
 39 a total loss as specified in subsection (h)(4), the compensation
 40 shall be paid in an amount proportionate to the degree of a
 41 permanent reduction without correction or glasses. However,
 42 when a permanent reduction without correction or glasses would

COPY



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

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

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

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

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

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

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

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

C
O
P
Y



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

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

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

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

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

C
O
P
Y



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

C
o
p
y



1 thousand six hundred dollars (\$2,600) per degree; for each degree
 2 of permanent impairment above fifty (50), three thousand three
 3 hundred dollars (\$3,300) per degree.
 4 (12) With respect to injuries occurring on and after July 1, 2010,
 5 **and before July 1, 2011**, for each degree of permanent
 6 impairment from one (1) to ten (10), one thousand four hundred
 7 dollars (\$1,400) per degree; for each degree of permanent
 8 impairment from eleven (11) to thirty-five (35), one thousand six
 9 hundred dollars (\$1,600) per degree; for each degree of
 10 permanent impairment from thirty-six (36) to fifty (50), two
 11 thousand seven hundred dollars (\$2,700) per degree; for each
 12 degree of permanent impairment above fifty (50), three thousand
 13 five hundred dollars (\$3,500) per degree.
 14 **(13) With respect to injuries occurring on and after July 1,**
 15 **2011, for each degree of permanent impairment from one (1)**
 16 **to ten (10), one thousand five hundred forty dollars (\$1,540)**
 17 **per degree; for each degree of permanent impairment from**
 18 **eleven (11) to thirty-five (35), one thousand seven hundred**
 19 **sixty dollars (\$1,760) per degree; for each degree of**
 20 **permanent impairment from thirty-six (36) to fifty (50), two**
 21 **thousand nine hundred seventy dollars (\$2,970) per degree;**
 22 **for each degree of permanent impairment above fifty (50),**
 23 **three thousand eight hundred fifty dollars (\$3,850) per**
 24 **degree.**
 25 (k) The average weekly wages used in the determination of
 26 compensation for permanent partial impairment under subsections (i)
 27 and (j) shall not exceed the following:
 28 (1) With respect to injuries occurring on or after July 1, 1991, and
 29 before July 1, 1992, four hundred ninety-two dollars (\$492).
 30 (2) With respect to injuries occurring on or after July 1, 1992, and
 31 before July 1, 1993, five hundred forty dollars (\$540).
 32 (3) With respect to injuries occurring on or after July 1, 1993, and
 33 before July 1, 1994, five hundred ninety-one dollars (\$591).
 34 (4) With respect to injuries occurring on or after July 1, 1994, and
 35 before July 1, 1997, six hundred forty-two dollars (\$642).
 36 (5) With respect to injuries occurring on or after July 1, 1997, and
 37 before July 1, 1998, six hundred seventy-two dollars (\$672).
 38 (6) With respect to injuries occurring on or after July 1, 1998, and
 39 before July 1, 1999, seven hundred two dollars (\$702).
 40 (7) With respect to injuries occurring on or after July 1, 1999, and
 41 before July 1, 2000, seven hundred thirty-two dollars (\$732).
 42 (8) With respect to injuries occurring on or after July 1, 2000, and

C
o
p
y



- 1 before July 1, 2001, seven hundred sixty-two dollars (\$762).
- 2 (9) With respect to injuries occurring on or after July 1, 2001, and
- 3 before July 1, 2002, eight hundred twenty-two dollars (\$822).
- 4 (10) With respect to injuries occurring on or after July 1, 2002,
- 5 and before July 1, 2006, eight hundred eighty-two dollars (\$882).
- 6 (11) With respect to injuries occurring on or after July 1, 2006,
- 7 and before July 1, 2007, nine hundred dollars (\$900).
- 8 (12) With respect to injuries occurring on or after July 1, 2007,
- 9 and before July 1, 2008, nine hundred thirty dollars (\$930).
- 10 (13) With respect to injuries occurring on or after July 1, 2008,
- 11 and before July 1, 2009, nine hundred fifty-four dollars (\$954).
- 12 (14) With respect to injuries occurring on or after July 1, 2009,
- 13 **and before July 1, 2011**, nine hundred seventy-five dollars
- 14 (\$975).
- 15 **(15) With respect to injuries occurring on or after July 1,**
- 16 **2011, one thousand seventy-five dollars (\$1,075).**

17 SECTION 4. IC 22-3-3-22, AS AMENDED BY P.L.134-2006,
 18 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 19 JULY 1, 2011]: Sec. 22. (a) In computing compensation for temporary
 20 total disability, temporary partial disability, and total permanent
 21 disability, with respect to injuries occurring on and after July 1, 1985,
 22 and before July 1, 1986, the average weekly wages are considered to
 23 be:

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

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

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

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

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

36 (c) In computing compensation for temporary total disability,
 37 temporary partial disability, and total permanent disability, with respect
 38 to injuries occurring on and after July 1, 1988, and before July 1, 1989,
 39 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 However, the weekly compensation payable shall not exceed the

C
o
p
y



1 average weekly wages of the employee at the time of the injury.

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

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

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

10 (e) In computing compensation for temporary total disability,
 11 temporary partial disability, and total permanent disability, with respect
 12 to injuries occurring on and after July 1, 1990, and before July 1, 1991,
 13 the average weekly wages are considered to be:

14 (1) not more than four hundred forty-one dollars (\$441); 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 (f) 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, 1991, and before July 1, 1992,
 21 the average weekly wages are considered to be:

22 (1) not more than four hundred ninety-two dollars (\$492); 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 (g) 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, 1992, and before July 1, 1993,
 29 the average weekly wages are considered to be:

30 (1) not more than five hundred forty dollars (\$540); 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 (h) 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, 1993, and before July 1, 1994,
 37 the average weekly wages are considered to be:

38 (1) not more than five hundred ninety-one dollars (\$591); 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 (i) In computing compensation for temporary total disability,

C
O
P
Y



1 temporary partial disability, and total permanent disability, with respect
 2 to injuries occurring on and after July 1, 1994, and before July 1, 1997,
 3 the average weekly wages are considered to be:

- 4 (1) not more than six hundred forty-two dollars (\$642); 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 (j) In computing compensation for temporary total disability,
 9 temporary partial disability, and total permanent disability, the average
 10 weekly wages are considered to be:

- 11 (1) with respect to injuries occurring on and after July 1, 1997,
 12 and before July 1, 1998:

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

- 15 (2) with respect to injuries occurring on and after July 1, 1998,
 16 and before July 1, 1999:

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

- 19 (3) with respect to injuries occurring on and after July 1, 1999,
 20 and before July 1, 2000:

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

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

- 24 (4) with respect to injuries occurring on and after July 1, 2000,
 25 and before July 1, 2001:

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

- 28 (5) with respect to injuries occurring on and after July 1, 2001,
 29 and before July 1, 2002:

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

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

- 33 (6) with respect to injuries occurring on and after July 1, 2002,
 34 and before July 1, 2006:

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

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

- 38 (7) with respect to injuries occurring on and after July 1, 2006,
 39 and before July 1, 2007:

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

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

- 42 (8) with respect to injuries occurring on and after July 1, 2007,

C
O
P
Y



1 and before July 1, 2008:

2 (A) not more than nine hundred thirty dollars (\$930); and

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

4 (9) with respect to injuries occurring on and after July 1, 2008,

5 and before July 1, 2009:

6 (A) not more than nine hundred fifty-four dollars (\$954); and

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

8 (10) with respect to injuries occurring on and after July 1, 2009,

9 **and before July 1, 2011:**

10 (A) not more than nine hundred seventy-five dollars (\$975);

11 and

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

13 **(11) with respect to injuries occurring on and after July 1,**

14 **2011:**

15 **(A) not more than one thousand seventy-five dollars**

16 **(\$1,075); and**

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

18 However, the weekly compensation payable shall not exceed the

19 average weekly wages of the employee at the time of the injury.

20 (k) With respect to any injury occurring on and after July 1, 1985,

21 and before July 1, 1986, the maximum compensation, exclusive of

22 medical benefits, which may be paid for an injury under any provisions

23 of this law or any combination of provisions may not exceed

24 eighty-nine thousand dollars (\$89,000) in any case.

25 (l) With respect to any injury occurring on and after July 1, 1986,

26 and before July 1, 1988, the maximum compensation, exclusive of

27 medical benefits, which may be paid for an injury under any provisions

28 of this law or any combination of provisions may not exceed

29 ninety-five thousand dollars (\$95,000) in any case.

30 (m) With respect to any injury occurring on and after July 1, 1988,

31 and before July 1, 1989, the maximum compensation, exclusive of

32 medical benefits, which may be paid for an injury under any provisions

33 of this law or any combination of provisions may not exceed one

34 hundred twenty-eight thousand dollars (\$128,000) in any case.

35 (n) With respect to any injury occurring on and after July 1, 1989,

36 and before July 1, 1990, 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 one

39 hundred thirty-seven thousand dollars (\$137,000) in any case.

40 (o) With respect to any injury occurring on and after July 1, 1990,

41 and before July 1, 1991, the maximum compensation, exclusive of

42 medical benefits, which may be paid for an injury under any provisions

C
o
p
y



1 of this law or any combination of provisions may not exceed one
 2 hundred forty-seven thousand dollars (\$147,000) in any case.

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

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

13 (r) With respect to any injury occurring on and after July 1, 1993,
 14 and before July 1, 1994, 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 ninety-seven thousand dollars (\$197,000) in any case.

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

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

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

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

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

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

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

42 (6) With respect to an injury occurring on and after July 1, 2002,

C
o
p
y



- 1 and before July 1, 2006, two hundred ninety-four thousand dollars
- 2 (\$294,000).
- 3 (7) With respect to an injury occurring on and after July 1, 2006,
- 4 and before July 1, 2007, three hundred thousand dollars
- 5 (\$300,000).
- 6 (8) With respect to an injury occurring on and after July 1, 2007,
- 7 and before July 1, 2008, three hundred ten thousand dollars
- 8 (\$310,000).
- 9 (9) With respect to an injury occurring on and after July 1, 2008,
- 10 and before July 1, 2009, three hundred eighteen thousand dollars
- 11 (\$318,000).
- 12 (10) With respect to an injury occurring on and after July 1, 2009,
- 13 **and before July 1, 2011**, three hundred twenty-five thousand
- 14 dollars (\$325,000).
- 15 **(11) With respect to an injury occurring on and after July 1,**
- 16 **2011, three hundred sixty thousand dollars (\$360,000).**

17 SECTION 5. IC 22-3-6-1, AS AMENDED BY P.L.180-2009,
 18 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 19 JULY 1, 2011]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
 20 context otherwise requires:

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

C
 o
 p
 y



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

basis.

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

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

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

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

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

C
o
p
y



1 employee under IC 22-3-2 through IC 22-3-6 until the notice has
2 been received. If the owner of a sole proprietorship is an
3 independent contractor in the construction trades and does not
4 make the election provided under this subdivision, the owner
5 must obtain an affidavit of exemption under IC 22-3-2-14.5.

6 (5) A partner in a partnership may elect to include the partner as
7 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
8 actually engaged in the partnership business. If a partner makes
9 this election, the partner must serve upon the partner's insurance
10 carrier and upon the board written notice of the election. No
11 partner may be considered an employee under IC 22-3-2 through
12 IC 22-3-6 until the notice has been received. If a partner in a
13 partnership is an independent contractor in the construction trades
14 and does not make the election provided under this subdivision,
15 the partner must obtain an affidavit of exemption under
16 IC 22-3-2-14.5.

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

19 (A) they are licensed real estate agents;

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

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

25 (7) A person is an independent contractor in the construction
26 trades and not an employee under IC 22-3-2 through IC 22-3-6 if
27 the person is an independent contractor under the guidelines of
28 the United States Internal Revenue Service.

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

41 (9) A member or manager in a limited liability company may elect
42 to include the member or manager as an employee under

C
o
p
y



1 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
 2 engaged in the limited liability company business. If a member or
 3 manager makes this election, the member or manager must serve
 4 upon the member's or manager's insurance carrier and upon the
 5 board written notice of the election. A member or manager may
 6 not be considered an employee under IC 22-3-2 through IC 22-3-6
 7 until the notice has been received.

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

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

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

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

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

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

C
O
P
Y



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

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

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

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

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

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

42 (A) the student employee's hourly wage rate; multiplied by

**C
o
p
y**



- 1 (B) forty (40) hours.
- 2 The result obtained is the amount of the average weekly wages for
- 3 the student employee.
- 4 (e) "Injury" and "personal injury" mean only injury by accident
- 5 arising out of and in the course of the employment and do not include
- 6 a disease in any form except as it results from the injury.
- 7 (f) "Billing review service" refers to a person or an entity that
- 8 reviews a medical service provider's bills or statements for the purpose
- 9 of determining pecuniary liability. The term includes an employer's
- 10 worker's compensation insurance carrier if the insurance carrier
- 11 performs such a review.
- 12 (g) "Billing review standard" means the data used by a billing
- 13 review service to determine pecuniary liability.
- 14 (h) "Community" means a geographic service area based on ZIP
- 15 code districts defined by the United States Postal Service according to
- 16 the following groupings:
- 17 (1) The geographic service area served by ZIP codes with the first
- 18 three (3) digits 463 and 464.
- 19 (2) The geographic service area served by ZIP codes with the first
- 20 three (3) digits 465 and 466.
- 21 (3) The geographic service area served by ZIP codes with the first
- 22 three (3) digits 467 and 468.
- 23 (4) The geographic service area served by ZIP codes with the first
- 24 three (3) digits 469 and 479.
- 25 (5) The geographic service area served by ZIP codes with the first
- 26 three (3) digits 460, 461 (except 46107), and 473.
- 27 (6) The geographic service area served by the 46107 ZIP code and
- 28 ZIP codes with the first three (3) digits 462.
- 29 (7) The geographic service area served by ZIP codes with the first
- 30 three (3) digits 470, 471, 472, 474, and 478.
- 31 (8) The geographic service area served by ZIP codes with the first
- 32 three (3) digits 475, 476, and 477.
- 33 (i) "Medical service provider" refers to a person or an entity that
- 34 provides medical services, treatment, or supplies to an employee under
- 35 IC 22-3-2 through IC 22-3-6.
- 36 (j) **"Medical services facility" means a hospital, clinic, surgery**
- 37 **center, nursing home, rehabilitation center, or other health care**
- 38 **facility that provides services, treatment, or supplies to an**
- 39 **employee under IC 22-3-2 through IC 22-3-6.**
- 40 (j) (k) "Pecuniary liability" means the responsibility of an employer
- 41 or the employer's insurance carrier for the payment of the charges for
- 42 each specific service or product for human medical treatment provided

C
O
P
Y



1 under IC 22-3-2 through IC 22-3-6 **determined using one (1) of the**
2 **following:**

3 **(1) Except as provided in subdivision (2), for services or**
4 **products provided** in a defined community, equal to or less than
5 the charges made by medical service providers at the eightieth
6 percentile in the same community for like services or products.

7 **(2) For services or products provided after June 30, 2011, by**
8 **a medical services facility, equal to two hundred percent**
9 **(200%) of the amount determined using the Medicare**
10 **program reimbursement methodologies, models, and values**
11 **or weights, including the Medicare coding, billing, and**
12 **reporting payment policies, approved by the worker's**
13 **compensation board and in effect on the date a service or**
14 **product is provided.**

15 SECTION 6. IC 22-3-7-9, AS AMENDED BY P.L.180-2009,
16 SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
17 JULY 1, 2011]: Sec. 9. (a) As used in this chapter, "employer" includes
18 the state and any political subdivision, any municipal corporation
19 within the state, any individual or the legal representative of a deceased
20 individual, firm, association, limited liability company, or corporation
21 or the receiver or trustee of the same, using the services of another for
22 pay. A parent corporation and its subsidiaries shall each be considered
23 joint employers of the corporation's, the parent's, or the subsidiaries'
24 employees for purposes of sections 6 and 33 of this chapter. Both a
25 lessor and a lessee of employees shall each be considered joint
26 employers of the employees provided by the lessor to the lessee for
27 purposes of sections 6 and 33 of this chapter. The term also includes an
28 employer that provides on-the-job training under the federal School to
29 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth
30 under section 2.5 of this chapter. If the employer is insured, the term
31 includes the employer's insurer so far as applicable. However, the
32 inclusion of an employer's insurer within this definition does not allow
33 an employer's insurer to avoid payment for services rendered to an
34 employee with the approval of the employer. The term does not include
35 a nonprofit corporation that is recognized as tax exempt under Section
36 501(c)(3) of the Internal Revenue Code (as defined in IC 6-3-1-11(a))
37 to the extent the corporation enters into an independent contractor
38 agreement with a person for the performance of youth coaching
39 services on a part-time basis.

40 (b) As used in this chapter, "employee" means every person,
41 including a minor, in the service of another, under any contract of hire
42 or apprenticeship written or implied, except one whose employment is

C
o
p
y



1 both casual and not in the usual course of the trade, business,
2 occupation, or profession of the employer. For purposes of this chapter
3 the following apply:

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

8 (2) An owner of a sole proprietorship may elect to include the
9 owner as an employee under this chapter if the owner is actually
10 engaged in the proprietorship business. If the owner makes this
11 election, the owner must serve upon the owner's insurance carrier
12 and upon the board written notice of the election. No owner of a
13 sole proprietorship may be considered an employee under this
14 chapter unless the notice has been received. If the owner of a sole
15 proprietorship is an independent contractor in the construction
16 trades and does not make the election provided under this
17 subdivision, the owner must obtain an affidavit of exemption
18 under section 34.5 of this chapter.

19 (3) A partner in a partnership may elect to include the partner as
20 an employee under this chapter if the partner is actually engaged
21 in the partnership business. If a partner makes this election, the
22 partner must serve upon the partner's insurance carrier and upon
23 the board written notice of the election. No partner may be
24 considered an employee under this chapter until the notice has
25 been received. If a partner in a partnership is an independent
26 contractor in the construction trades and does not make the
27 election provided under this subdivision, the partner must obtain
28 an affidavit of exemption under section 34.5 of this chapter.

29 (4) Real estate professionals are not employees under this chapter
30 if:

31 (A) they are licensed real estate agents;

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

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

37 (5) A person is an independent contractor in the construction
38 trades and not an employee under this chapter if the person is an
39 independent contractor under the guidelines of the United States
40 Internal Revenue Service.

41 (6) An owner-operator that provides a motor vehicle and the
42 services of a driver under a written contract that is subject to

C
O
P
Y



1 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor
 2 carrier is not an employee of the motor carrier for purposes of this
 3 chapter. The owner-operator may elect to be covered and have the
 4 owner-operator's drivers covered under a worker's compensation
 5 insurance policy or authorized self-insurance that insures the
 6 motor carrier if the owner-operator pays the premiums as
 7 requested by the motor carrier. An election by an owner-operator
 8 under this subdivision does not terminate the independent
 9 contractor status of the owner-operator for any purpose other than
 10 the purpose of this subdivision.

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

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

19 (9) An officer of a corporation who is the sole officer of the
 20 corporation is an employee of the corporation under this chapter.
 21 An officer of a corporation who is the sole officer of the
 22 corporation may elect not to be an employee of the corporation
 23 under this chapter. If an officer makes this election, the officer
 24 must serve written notice of the election on the corporation's
 25 insurance carrier and the board. An officer of a corporation who
 26 is the sole officer of the corporation may not be considered to be
 27 excluded as an employee under this chapter until the notice is
 28 received by the insurance carrier and the board.

29 (c) As used in this chapter, "minor" means an individual who has
 30 not reached seventeen (17) years of age. A minor employee shall be
 31 considered as being of full age for all purposes of this chapter.
 32 However, if the employee is a minor who, at the time of the last
 33 exposure, is employed, required, suffered, or permitted to work in
 34 violation of the child labor laws of this state, the amount of
 35 compensation and death benefits, as provided in this chapter, shall be
 36 double the amount which would otherwise be recoverable. The
 37 insurance carrier shall be liable on its policy for one-half (1/2) of the
 38 compensation or benefits that may be payable on account of the
 39 disability or death of the minor, and the employer shall be wholly liable
 40 for the other one-half (1/2) of the compensation or benefits. If the
 41 employee is a minor who is not less than sixteen (16) years of age and
 42 who has not reached seventeen (17) years of age, and who at the time

C
O
P
Y



1 of the last exposure is employed, suffered, or permitted to work at any
2 occupation which is not prohibited by law, the provisions of this
3 subsection prescribing double the amount otherwise recoverable do not
4 apply. The rights and remedies granted to a minor under this chapter on
5 account of disease shall exclude all rights and remedies of the minor,
6 the minor's parents, the minor's personal representatives, dependents,
7 or next of kin at common law, statutory or otherwise, on account of any
8 disease.

9 (d) This chapter does not apply to casual laborers as defined in
10 subsection (b), nor to farm or agricultural employees, nor to household
11 employees, nor to railroad employees engaged in train service as
12 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
13 foremen in charge of yard engines and helpers assigned thereto, nor to
14 their employers with respect to these employees. Also, this chapter
15 does not apply to employees or their employers with respect to
16 employments in which the laws of the United States provide for
17 compensation or liability for injury to the health, disability, or death by
18 reason of diseases suffered by these employees.

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

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

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

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

42 (3) In all cases of occupational diseases caused by the inhalation

C
O
P
Y



1 of asbestos dust, no compensation shall be payable unless
 2 disablement, as defined in subsection (e), occurs within three (3)
 3 years after the last day of the last exposure to the hazards of the
 4 disease if the last day of the last exposure was before July 1, 1985.
 5 (4) In all cases of occupational disease caused by the inhalation
 6 of asbestos dust in which the last date of the last exposure occurs
 7 on or after July 1, 1985, and before July 1, 1988, no compensation
 8 shall be payable unless disablement, as defined in subsection (e),
 9 occurs within twenty (20) years after the last day of the last
 10 exposure.
 11 (5) In all cases of occupational disease caused by the inhalation
 12 of asbestos dust in which the last date of the last exposure occurs
 13 on or after July 1, 1988, no compensation shall be payable unless
 14 disablement (as defined in subsection (e)) occurs within
 15 thirty-five (35) years after the last day of the last exposure.
 16 (g) For the purposes of this chapter, no compensation shall be
 17 payable for or on account of death resulting from any occupational
 18 disease unless death occurs within two (2) years after the date of
 19 disablement. However, this subsection does not bar compensation for
 20 death:
 21 (1) where death occurs during the pendency of a claim filed by an
 22 employee within two (2) years after the date of disablement and
 23 which claim has not resulted in a decision or has resulted in a
 24 decision which is in process of review or appeal; or
 25 (2) where, by agreement filed or decision rendered, a
 26 compensable period of disability has been fixed and death occurs
 27 within two (2) years after the end of such fixed period, but in no
 28 event later than three hundred (300) weeks after the date of
 29 disablement.
 30 (h) As used in this chapter, "billing review service" refers to a
 31 person or an entity that reviews a medical service provider's bills or
 32 statements for the purpose of determining pecuniary liability. The term
 33 includes an employer's worker's compensation insurance carrier if the
 34 insurance carrier performs such a review.
 35 (i) As used in this chapter, "billing review standard" means the data
 36 used by a billing review service to determine pecuniary liability.
 37 (j) As used in this chapter, "community" means a geographic service
 38 area based on ZIP code districts defined by the United States Postal
 39 Service according to the following groupings:
 40 (1) The geographic service area served by ZIP codes with the first
 41 three (3) digits 463 and 464.
 42 (2) The geographic service area served by ZIP codes with the first

C
O
P
Y



- 1 three (3) digits 465 and 466.
 2 (3) The geographic service area served by ZIP codes with the first
 3 three (3) digits 467 and 468.
 4 (4) The geographic service area served by ZIP codes with the first
 5 three (3) digits 469 and 479.
 6 (5) The geographic service area served by ZIP codes with the first
 7 three (3) digits 460, 461 (except 46107), and 473.
 8 (6) The geographic service area served by the 46107 ZIP code and
 9 ZIP codes with the first three (3) digits 462.
 10 (7) The geographic service area served by ZIP codes with the first
 11 three (3) digits 470, 471, 472, 474, and 478.
 12 (8) The geographic service area served by ZIP codes with the first
 13 three (3) digits 475, 476, and 477.

14 (k) As used in this chapter, "medical service provider" refers to a
 15 person or an entity that provides medical services, treatment, or
 16 supplies to an employee under this chapter.

17 **(l) As used in this chapter, "medical services facility" means a**
 18 **hospital, clinic, surgery center, nursing home, rehabilitation center,**
 19 **or other health care facility that provides services, treatment, or**
 20 **supplies to an employee under this chapter.**

21 **(m) As used in this chapter, "pecuniary liability" means the**
 22 **responsibility of an employer or the employer's insurance carrier for the**
 23 **payment of the charges for each specific service or product for human**
 24 **medical treatment provided under this chapter determined using one**
 25 **(1) of the following:**

26 **(1) Except as provided in subdivision (2), for services or**
 27 **products provided in a defined community, equal to or less than**
 28 **the charges made by medical service providers at the eightieth**
 29 **percentile in the same community for like services or products.**

30 **(2) For services or products provided after June 30, 2011, by**
 31 **a medical services facility, equal to two hundred percent**
 32 **(200%) of the amount determined using the Medicare**
 33 **program reimbursement methodologies, models, and values**
 34 **or weights, including the Medicare coding, billing, and**
 35 **reporting payment policies, approved by the worker's**
 36 **compensation board and in effect on the date a service or**
 37 **product is provided.**

38 SECTION 7. IC 22-3-7-16, AS AMENDED BY P.L.134-2006,
 39 SECTION 9, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 40 JULY 1, 2011]: Sec. 16. (a) Compensation shall be allowed on account
 41 of disablement from occupational disease resulting in only temporary
 42 total disability to work or temporary partial disability to work

C
O
P
Y



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

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

32 An employer who fails to comply with this section is subject to a civil
 33 penalty of fifty dollars (\$50), to be assessed and collected by the board
 34 upon notice and hearing. Civil penalties collected under this section
 35 shall be deposited in the state general fund.

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

- 38 (1) the employee has returned to work;
- 39 (2) the employee has died;
- 40 (3) the employee has refused to undergo a medical examination
- 41 under section 20 of this chapter;
- 42 (4) the employee has received five hundred (500) weeks of

**C
O
P
Y**



1 temporary total disability benefits or has been paid the maximum
 2 compensation allowable under section 19 of this chapter; or
 3 (5) the employee is unable or unavailable to work for reasons
 4 unrelated to the compensable disease.

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

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

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

COPY



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

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

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

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

39 (i) For disabilities occurring on and after July 1, 1989, and before
40 July 1, 1990, from occupational disease in the schedule set forth in
41 subsection (j), the employee shall receive in addition to disability
42 benefits, not exceeding seventy-eight (78) weeks on account of the

C
O
P
Y



1 occupational disease, a weekly compensation of sixty percent (60%) of
2 the employee's average weekly wages, not to exceed one hundred
3 eighty-three dollars (\$183) average weekly wages, for the period stated
4 for the disabilities.

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

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

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

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

C
o
p
y



- 1 (4) For disablements for occupational disease resulting in total
- 2 permanent disability, five hundred (500) weeks.
- 3 (5) For the loss of both hands, or both feet, or the total sight of
- 4 both eyes, or any two (2) of such losses resulting from the same
- 5 disablement by occupational disease, five hundred (500) weeks.
- 6 (6) For the permanent and complete loss of vision by enucleation
- 7 of an eye or its reduction to one-tenth (1/10) of normal vision with
- 8 glasses, one hundred fifty (150) weeks, and for any other
- 9 permanent reduction of the sight of an eye, compensation shall be
- 10 paid for a period proportionate to the degree of such permanent
- 11 reduction without correction or glasses. However, when such
- 12 permanent reduction without correction or glasses would result in
- 13 one hundred percent (100%) loss of vision, but correction or
- 14 glasses would result in restoration of vision, then compensation
- 15 shall be paid for fifty percent (50%) of such total loss of vision
- 16 without glasses plus an additional amount equal to the
- 17 proportionate amount of such reduction with glasses, not to
- 18 exceed an additional fifty percent (50%).
- 19 (7) For the permanent and complete loss of hearing, two hundred
- 20 (200) weeks.
- 21 (8) In all other cases of permanent partial impairment,
- 22 compensation proportionate to the degree of such permanent
- 23 partial impairment, in the discretion of the worker's compensation
- 24 board, not exceeding five hundred (500) weeks.
- 25 (9) In all cases of permanent disfigurement, which may impair the
- 26 future usefulness or opportunities of the employee, compensation
- 27 in the discretion of the worker's compensation board, not
- 28 exceeding two hundred (200) weeks, except that no compensation
- 29 shall be payable under this paragraph where compensation shall
- 30 be payable under subdivisions (1) through (8). Where
- 31 compensation for temporary total disability has been paid, this
- 32 amount of compensation shall be deducted from any
- 33 compensation due for permanent disfigurement.
- 34 (k) With respect to disablements in the following schedule occurring
- 35 on and after July 1, 1991, the employee shall receive in addition to
- 36 temporary total disability benefits, not exceeding one hundred
- 37 twenty-five (125) weeks on account of the disablement, compensation
- 38 in an amount determined under the following schedule to be paid
- 39 weekly at a rate of sixty-six and two-thirds percent (66 2/3%) of the
- 40 employee's average weekly wages during the fifty-two (52) weeks
- 41 immediately preceding the week in which the disablement occurred:
- 42 (1) Amputation: For the loss by separation of the thumb, twelve

C
O
P
Y



- 1 (12) degrees of permanent impairment; of the index finger, eight
2 (8) degrees of permanent impairment; of the second finger, seven
3 (7) degrees of permanent impairment; of the third or ring finger,
4 six (6) degrees of permanent impairment; of the fourth or little
5 finger, four (4) degrees of permanent impairment; of the hand by
6 separation below the elbow joint, forty (40) degrees of permanent
7 impairment; of the arm above the elbow, fifty (50) degrees of
8 permanent impairment; of the big toe, twelve (12) degrees of
9 permanent impairment; of the second toe, six (6) degrees of
10 permanent impairment; of the third toe, four (4) degrees of
11 permanent impairment; of the fourth toe, three (3) degrees of
12 permanent impairment; of the fifth or little toe, two (2) degrees of
13 permanent impairment; of separation of the foot below the knee
14 joint, thirty-five (35) degrees of permanent impairment; and of the
15 leg above the knee joint, forty-five (45) degrees of permanent
16 impairment.
- 17 (2) Amputations occurring on or after July 1, 1997: For the loss
18 by separation of any of the body parts described in subdivision (1)
19 on or after July 1, 1997, the dollar values per degree applying on
20 the date of the injury as described in subsection (1) shall be
21 multiplied by two (2). However, the doubling provision of this
22 subdivision does not apply to a loss of use that is not a loss by
23 separation.
- 24 (3) The loss of more than one (1) phalange of a thumb or toe shall
25 be considered as the loss of the entire thumb or toe. The loss of
26 more than two (2) phalanges of a finger shall be considered as the
27 loss of the entire finger. The loss of not more than one (1)
28 phalange of a thumb or toe shall be considered as the loss of
29 one-half (1/2) of the degrees of permanent impairment for the loss
30 of the entire thumb or toe. The loss of not more than one (1)
31 phalange of a finger shall be considered as the loss of one-third
32 (1/3) of the finger and compensation shall be paid for one-third
33 (1/3) of the degrees payable for the loss of the entire finger. The
34 loss of more than one (1) phalange of the finger but not more than
35 two (2) phalanges of the finger shall be considered as the loss of
36 one-half (1/2) of the finger and compensation shall be paid for
37 one-half (1/2) of the degrees payable for the loss of the entire
38 finger.
- 39 (4) For the loss by separation of both hands or both feet or the
40 total sight of both eyes or any two (2) such losses in the same
41 accident, one hundred (100) degrees of permanent impairment.
- 42 (5) For the permanent and complete loss of vision by enucleation

C
o
p
y



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

COPY



1 the future usefulness or opportunities of the employee,
2 compensation, in the discretion of the worker's compensation
3 board, not exceeding forty (40) degrees of permanent impairment
4 except that no compensation shall be payable under this
5 subdivision where compensation is payable elsewhere in this
6 section.

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

11 (1) With respect to disablements occurring on and after July 1,
12 1991, and before July 1, 1992, for each degree of permanent
13 impairment from one (1) to thirty-five (35), five hundred dollars
14 (\$500) per degree; for each degree of permanent impairment from
15 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
16 degree; for each degree of permanent impairment above fifty (50),
17 one thousand five hundred dollars (\$1,500) per degree.

18 (2) With respect to disablements occurring on and after July 1,
19 1992, and before July 1, 1993, for each degree of permanent
20 impairment from one (1) to twenty (20), five hundred dollars
21 (\$500) per degree; for each degree of permanent impairment from
22 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
23 per degree; for each degree of permanent impairment from
24 thirty-six (36) to fifty (50), one thousand three hundred dollars
25 (\$1,300) per degree; for each degree of permanent impairment
26 above fifty (50), one thousand seven hundred dollars (\$1,700) per
27 degree.

28 (3) With respect to disablements occurring on and after July 1,
29 1993, and before July 1, 1997, for each degree of permanent
30 impairment from one (1) to ten (10), five hundred dollars (\$500)
31 per degree; for each degree of permanent impairment from eleven
32 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
33 each degree of permanent impairment from twenty-one (21) to
34 thirty-five (35), one thousand dollars (\$1,000) per degree; for
35 each degree of permanent impairment from thirty-six (36) to fifty
36 (50), one thousand four hundred dollars (\$1,400) per degree; for
37 each degree of permanent impairment above fifty (50), one
38 thousand seven hundred dollars (\$1,700) per degree.

39 (4) With respect to disablements occurring on and after July 1,
40 1997, and before July 1, 1998, for each degree of permanent
41 impairment from one (1) to ten (10), seven hundred fifty dollars
42 (\$750) per degree; for each degree of permanent impairment from

C
o
p
y



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

C
o
p
y



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

dollars (\$3,000) per degree.
(9) With respect to disablements occurring on and after July 1, 2007, and before July 1, 2008, for each degree of permanent impairment from one (1) to ten (10), one thousand three hundred forty dollars (\$1,340) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand five hundred forty-five dollars (\$1,545) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), two thousand four hundred seventy-five dollars (\$2,475) per degree; for each degree of permanent impairment above fifty (50), three thousand one hundred fifty dollars (\$3,150) per degree.
(10) With respect to disablements occurring on and after July 1, 2008, and before July 1, 2009, for each degree of permanent impairment from one (1) to ten (10), one thousand three hundred sixty-five dollars (\$1,365) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand five hundred seventy dollars (\$1,570) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), two thousand five hundred twenty-five dollars (\$2,525) per degree; for each degree of permanent impairment above fifty (50), three thousand two hundred dollars (\$3,200) per degree.
(11) With respect to disablements occurring on and after July 1, 2009, and before July 1, 2010, for each degree of permanent impairment from one (1) to ten (10), one thousand three hundred eighty dollars (\$1,380) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand five hundred eighty-five dollars (\$1,585) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), two thousand six hundred dollars (\$2,600) per degree; for each degree of permanent impairment above fifty (50), three thousand three hundred dollars (\$3,300) per degree.
(12) With respect to disablements occurring on and after July 1, 2010, **and before July 1, 2011**, for each degree of permanent impairment from one (1) to ten (10), one thousand four hundred dollars (\$1,400) per degree; for each degree of permanent impairment from eleven (11) to thirty-five (35), one thousand six hundred dollars (\$1,600) per degree; for each degree of permanent impairment from thirty-six (36) to fifty (50), two thousand seven hundred dollars (\$2,700) per degree; for each degree of permanent impairment above fifty (50), three thousand five hundred dollars (\$3,500) per degree.
(13) With respect to disablements occurring on and after July

C
o
p
y



1 **1, 2011, for each degree of permanent impairment from one**
 2 **(1) to ten (10), one thousand five hundred forty dollars**
 3 **(\$1,540) per degree; for each degree of permanent**
 4 **impairment from eleven (11) to thirty-five (35), one thousand**
 5 **seven hundred sixty dollars (\$1,760) per degree; for each**
 6 **degree of permanent impairment from thirty-six (36) to fifty**
 7 **(50), two thousand nine hundred seventy dollars (\$2,970) per**
 8 **degree; for each degree of permanent impairment above fifty**
 9 **(50), three thousand eight hundred fifty dollars (\$3,850) per**
 10 **degree.**

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

14 (1) With respect to disablements occurring on or after July 1,
 15 1991, and before July 1, 1992, four hundred ninety-two dollars
 16 (\$492).

17 (2) With respect to disablements occurring on or after July 1,
 18 1992, and before July 1, 1993, five hundred forty dollars (\$540).

19 (3) With respect to disablements occurring on or after July 1,
 20 1993, and before July 1, 1994, five hundred ninety-one dollars
 21 (\$591).

22 (4) With respect to disablements occurring on or after July 1,
 23 1994, and before July 1, 1997, six hundred forty-two dollars
 24 (\$642).

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

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

30 (7) With respect to disablements occurring on or after July 1,
 31 1999, and before July 1, 2000, seven hundred thirty-two dollars
 32 (\$732).

33 (8) With respect to disablements occurring on or after July 1,
 34 2000, and before July 1, 2001, seven hundred sixty-two dollars
 35 (\$762).

36 (9) With respect to ~~injuries~~ **disablements** occurring on or after
 37 July 1, 2001, and before July 1, 2002, eight hundred twenty-two
 38 dollars (\$822).

39 (10) With respect to ~~injuries~~ **disablements** occurring on or after
 40 July 1, 2002, and before July 1, 2006, eight hundred eighty-two
 41 dollars (\$882).

42 (11) With respect to ~~injuries~~ **disablements** occurring on or after

C
O
P
Y



1 July 1, 2006, and before July 1, 2007, nine hundred dollars
2 (\$900).

3 (12) With respect to ~~injuries~~ **disablements** occurring on or after
4 July 1, 2007, and before July 1, 2008, nine hundred thirty dollars
5 (\$930).

6 (13) With respect to ~~injuries~~ **disablements** occurring on or after
7 July 1, 2008, and before July 1, 2009, nine hundred fifty-four
8 dollars (\$954).

9 (14) With respect to ~~injuries~~ **disablements** occurring on or after
10 July 1, 2009, **and before July 2, 2011**, nine hundred seventy-five
11 dollars (\$975).

12 **(15) With respect to disablements occurring on or after July**
13 **1, 2011, one thousand seventy-five dollars (\$1,075).**

14 (n) If any employee, only partially disabled, refuses employment
15 suitable to the employee's capacity procured for the employee, the
16 employee shall not be entitled to any compensation at any time during
17 the continuance of such refusal unless, in the opinion of the worker's
18 compensation board, such refusal was justifiable. The employee must
19 be served with a notice setting forth the consequences of the refusal
20 under this subsection. The notice must be in a form prescribed by the
21 worker's compensation board.

22 (o) If an employee has sustained a permanent impairment or
23 disability from an accidental injury other than an occupational disease
24 in another employment than that in which the employee suffered a
25 subsequent disability from an occupational disease, such as herein
26 specified, the employee shall be entitled to compensation for the
27 subsequent disability in the same amount as if the previous impairment
28 or disability had not occurred. However, if the permanent impairment
29 or disability resulting from an occupational disease for which
30 compensation is claimed results only in the aggravation or increase of
31 a previously sustained permanent impairment from an occupational
32 disease or physical condition regardless of the source or cause of such
33 previously sustained impairment from an occupational disease or
34 physical condition, the board shall determine the extent of the
35 previously sustained permanent impairment from an occupational
36 disease or physical condition as well as the extent of the aggravation or
37 increase resulting from the subsequent permanent impairment or
38 disability, and shall award compensation only for that part of said
39 occupational disease or physical condition resulting from the
40 subsequent permanent impairment. An amputation of any part of the
41 body or loss of any or all of the vision of one (1) or both eyes caused by
42 an occupational disease shall be considered as a permanent impairment

C
o
p
y



1 or physical condition.

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

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

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

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

41 (t) When so provided in the compensation agreement or in the
42 award of the worker's compensation board, compensation may be paid

C
O
P
Y



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42

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

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

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

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

SECTION 8. IC 22-3-7-17, AS AMENDED BY P.L.67-2010, SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 17. (a) During the period of disablement, the employer shall furnish or cause to be furnished, free of charge to the employee, an attending physician for the treatment of the employee's occupational disease, and in addition thereto such surgical, hospital, and nursing services and supplies as the attending physician or the worker's compensation board may deem necessary. If the employee is requested or required by the employer to submit to treatment outside the county of employment, the employer shall also pay the reasonable expense of travel, food, and lodging necessary during the travel, but not to exceed the amount paid at the time of the travel by the state of Indiana to its employees. If the treatment or travel to or from the place of treatment causes a loss of working time to the employee, the employer shall reimburse the employee for the loss of wages using the basis of the employee's average daily wage.

(b) During the period of disablement resulting from the occupational disease, the employer shall furnish such physician, services, and supplies, and the worker's compensation board may, on proper

C
o
p
y



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

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

C
O
P
Y



1 (d) If an emergency or because of the employer's failure to provide
 2 such attending physician or such surgical, hospital, or nurse's services
 3 and supplies or such treatment by spiritual means or prayer as specified
 4 in this section, or for other good reason, a physician other than that
 5 provided by the employer treats the diseased employee within the
 6 period of disability, or necessary and proper surgical, hospital, or
 7 nurse's services and supplies are procured within the period, the
 8 reasonable cost of such services and supplies shall, subject to approval
 9 of the worker's compensation board, be paid by the employer.

10 (e) An employer or employer's insurance carrier may not delay the
 11 provision of emergency medical care whenever emergency medical
 12 care is considered necessary in the professional judgment of the
 13 attending health care facility physician.

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

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

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

21 (g) The employee and the employee's estate do not have liability to
 22 a health care provider for payment for services obtained under this
 23 section. The right to order payment for all services provided under this
 24 chapter is solely with the board. All claims by a health care provider for
 25 payment for services are against the employer and the employer's
 26 insurance carrier, if any, and must be made with the board under this
 27 chapter. **A health care provider must file a claim for payment with
 28 the board not later than two (2) years after the last date the
 29 provider provided services to an employee having a disablement.
 30 A medical services facility may request the adjustment of a claim
 31 paid under a Medicare fee schedule that is superseded not later
 32 than thirty (30) days after the payment date by a Medicare fee
 33 schedule adopted by the worker's compensation board under
 34 section 17.2(b) of this chapter.**

35 SECTION 9. IC 22-3-7-17.2 IS AMENDED TO READ AS
 36 FOLLOWS [EFFECTIVE JULY 1, 2011]: Sec. 17.2. (a) **This
 37 subsection does not apply to charges for medical services,
 38 treatment, or supplies provided after June 30, 2011, by a hospital
 39 to an employee.** A billing review service shall adhere to the following
 40 requirements to determine the pecuniary liability of an employer or an
 41 employer's insurance carrier for a specific service or product covered
 42 under this chapter:

C
o
p
y



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

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

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

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

24 **(b) This subsection applies to charges for medical services,**
 25 **treatment, or supplies provided after June 30, 2011, by a medical**
 26 **services facility to an employee. The pecuniary liability of an**
 27 **employer or an employer's insurance carrier for a specific service,**
 28 **treatment, or supply covered under this chapter is equal to two**
 29 **hundred percent (200%) of the amount determined using the**
 30 **Medicare program reimbursement methodologies, models, and**
 31 **values or weights, including the coding, billing, and reporting**
 32 **payment policies, approved by the worker's compensation board**
 33 **and in effect on the date a service, treatment, or supply is provided.**
 34 **The worker's compensation board shall adopt annually, not later**
 35 **than December 31 each year, the most recent Medicare fee**
 36 **schedule. A medical services facility may request the adjustment of**
 37 **a claim paid under a Medicare fee schedule that is superseded not**
 38 **later than thirty (30) days after the payment date by a Medicare**
 39 **fee schedule adopted by the worker's compensation board under**
 40 **this subsection.**

41 ~~(c)~~ (c) A medical service provider may request an explanation from
 42 a billing review service if the medical service provider's bill has been

C
o
p
y



1 reduced as a result of application of the eightieth percentile or of a
 2 Current Procedural Terminology (CPT) or Medicare coding change.
 3 The request must be made not later than sixty (60) days after receipt of
 4 the notice of the reduction. If a request is made, the billing review
 5 service must provide:

- 6 (1) the name of the billing review service used to make the
 7 reduction;
 - 8 (2) the dollar amount of the reduction;
 - 9 (3) the dollar amount of the medical service at the eightieth
 10 percentile; and
 - 11 (4) in the case of a CPT or Medicare coding change, the basis
 12 upon which the change was made;
- 13 not later than thirty (30) days after the date of the request.

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

23 SECTION 10. IC 22-3-7-19, AS AMENDED BY P.L.134-2006,
 24 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 25 JULY 1, 2011]: Sec. 19. (a) In computing compensation for temporary
 26 total disability, temporary partial disability, and total permanent
 27 disability, with respect to occupational diseases occurring on and after
 28 July 1, 1985, and before July 1, 1986, the average weekly wages are
 29 considered to be:

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

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

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

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

- 42 (1) not more than three hundred eighty-four dollars (\$384); and

C
o
p
y



- 1 (2) not less than seventy-five dollars (\$75).
- 2 (d) In computing compensation for temporary total disability,
3 temporary partial disability, and total permanent disability, with respect
4 to occupational diseases occurring on and after July 1, 1989, and before
5 July 1, 1990, the average weekly wages are considered to be:
6 (1) not more than four hundred eleven dollars (\$411); and
7 (2) not less than seventy-five dollars (\$75).
- 8 (e) In computing compensation for temporary total disability,
9 temporary partial disability, and total permanent disability, with respect
10 to occupational diseases occurring on and after July 1, 1990, and before
11 July 1, 1991, the average weekly wages are considered to be:
12 (1) not more than four hundred forty-one dollars (\$441); and
13 (2) not less than seventy-five dollars (\$75).
- 14 (f) In computing compensation for temporary total disability,
15 temporary partial disability, and total permanent disability, with respect
16 to occupational diseases occurring on and after July 1, 1991, and before
17 July 1, 1992, the average weekly wages are considered to be:
18 (1) not more than four hundred ninety-two dollars (\$492); and
19 (2) not less than seventy-five dollars (\$75).
- 20 (g) In computing compensation for temporary total disability,
21 temporary partial disability, and total permanent disability, with respect
22 to occupational diseases occurring on and after July 1, 1992, and before
23 July 1, 1993, the average weekly wages are considered to be:
24 (1) not more than five hundred forty dollars (\$540); and
25 (2) not less than seventy-five dollars (\$75).
- 26 (h) In computing compensation for temporary total disability,
27 temporary partial disability, and total permanent disability, with respect
28 to occupational diseases occurring on and after July 1, 1993, and before
29 July 1, 1994, the average weekly wages are considered to be:
30 (1) not more than five hundred ninety-one dollars (\$591); and
31 (2) not less than seventy-five dollars (\$75).
- 32 (i) In computing compensation for temporary total disability,
33 temporary partial disability and total permanent disability, with respect
34 to occupational diseases occurring on and after July 1, 1994, and before
35 July 1, 1997, 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 (j) In computing compensation for temporary total disability,
39 temporary partial disability, and total permanent disability, the average
40 weekly wages are considered to be:
41 (1) with respect to occupational diseases occurring on and after
42 July 1, 1997, and before July 1, 1998:

C
O
P
Y



- 1 (A) not more than six hundred seventy-two dollars (\$672); and
 2 (B) not less than seventy-five dollars (\$75);
 3 (2) with respect to occupational diseases occurring on and after
 4 July 1, 1998, and before July 1, 1999:
 5 (A) not more than seven hundred two dollars (\$702); and
 6 (B) not less than seventy-five dollars (\$75);
 7 (3) with respect to occupational diseases occurring on and after
 8 July 1, 1999, and before July 1, 2000:
 9 (A) not more than seven hundred thirty-two dollars (\$732);
 10 and
 11 (B) not less than seventy-five dollars (\$75);
 12 (4) with respect to occupational diseases occurring on and after
 13 July 1, 2000, and before July 1, 2001:
 14 (A) not more than seven hundred sixty-two dollars (\$762); and
 15 (B) not less than seventy-five dollars (\$75);
 16 (5) with respect to disablements occurring on and after July 1,
 17 2001, and before July 1, 2002:
 18 (A) not more than eight hundred twenty-two dollars (\$822);
 19 and
 20 (B) not less than seventy-five dollars (\$75);
 21 (6) with respect to disablements occurring on and after July 1,
 22 2002, and before July 1, 2006:
 23 (A) not more than eight hundred eighty-two dollars (\$882);
 24 and
 25 (B) not less than seventy-five dollars (\$75);
 26 (7) with respect to disablements occurring on and after July 1,
 27 2006, and before July 1, 2007:
 28 (A) not more than nine hundred dollars (\$900); and
 29 (B) not less than seventy-five dollars (\$75);
 30 (8) with respect to disablements occurring on and after July 1,
 31 2007, and before July 1, 2008:
 32 (A) not more than nine hundred thirty dollars (\$930); and
 33 (B) not less than seventy-five dollars (\$75);
 34 (9) with respect to disablements occurring on and after July 1,
 35 2008, and before July 1, 2009:
 36 (A) not more than nine hundred fifty-four dollars (\$954); and
 37 (B) not less than seventy-five dollars (\$75);
 38 (10) with respect to disablements occurring on and after July 1,
 39 2009, **and before July 1, 2011:**
 40 (A) not more than nine hundred seventy-five dollars (\$975);
 41 and
 42 (B) not less than seventy-five dollars (\$75).

C
o
p
y



1 **(11) with respect to disablements occurring on and after July**
 2 **1, 2011:**

3 **(A) not more than one thousand seventy-five dollars**
 4 **(\$1,075); and**

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

6 (k) The maximum compensation with respect to disability or death
 7 occurring on and after July 1, 1985, and before July 1, 1986, which
 8 shall be paid for occupational disease and the results thereof under the
 9 provisions of this chapter or under any combination of its provisions
 10 may not exceed eighty-nine thousand dollars (\$89,000) in any case.

11 (l) The maximum compensation with respect to disability or death
 12 occurring on and after July 1, 1986, and before July 1, 1988, which
 13 shall be paid for occupational disease and the results thereof under the
 14 provisions of this chapter or under any combination of its provisions
 15 may not exceed ninety-five thousand dollars (\$95,000) in any case.

16 (m) The maximum compensation with respect to disability or death
 17 occurring on and after July 1, 1988, and before July 1, 1989, that shall
 18 be paid for occupational disease and the results thereof under this
 19 chapter or under any combination of its provisions may not exceed one
 20 hundred twenty-eight thousand dollars (\$128,000) in any case.

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

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

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

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

42 (r) The maximum compensation with respect to disability or death

C
O
P
Y



1 occurring on and after July 1, 1993, and before July 1, 1994, that shall
2 be paid for occupational disease and the results thereof under this
3 chapter or under any combination of the provisions of this chapter may
4 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
5 any case.

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

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

16 (1) With respect to disability or death occurring on and after July
17 1, 1997, and before July 1, 1998, two hundred twenty-four
18 thousand dollars (\$224,000).

19 (2) With respect to disability or death occurring on and after July
20 1, 1998, and before July 1, 1999, two hundred thirty-four
21 thousand dollars (\$234,000).

22 (3) With respect to disability or death occurring on and after July
23 1, 1999, and before July 1, 2000, two hundred forty-four thousand
24 dollars (\$244,000).

25 (4) With respect to disability or death occurring on and after July
26 1, 2000, and before July 1, 2001, two hundred fifty-four thousand
27 dollars (\$254,000).

28 (5) With respect to disability or death occurring on and after July
29 1, 2001, and before July 1, 2002, two hundred seventy-four
30 thousand dollars (\$274,000).

31 (6) With respect to disability or death occurring on and after July
32 1, 2002, and before July 1, 2006, two hundred ninety-four
33 thousand dollars (\$294,000).

34 (7) With respect to disability or death occurring on and after July
35 1, 2006, and before July 1, 2007, three hundred thousand dollars
36 (\$300,000).

37 (8) With respect to disability or death occurring on and after July
38 1, 2007, and before July 1, 2008, three hundred ten thousand
39 dollars (\$310,000).

40 (9) With respect to disability or death occurring on and after July
41 1, 2008, and before July 1, 2009, three hundred eighteen thousand
42 dollars (\$318,000).

C
o
p
y



1 (10) With respect to disability or death occurring on or after July
 2 1, 2009, **and before July 1, 2011**, three hundred twenty-five
 3 thousand dollars (\$325,000).

4 **(11) With respect to a disability or death occurring on and**
 5 **after July 1, 2011, three hundred sixty thousand dollars**
 6 **(\$360,000).**

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

31 (v) The provisions of this article may not be construed to result in
 32 an award of benefits in which the number of weeks paid or to be paid
 33 for temporary total disability, temporary partial disability, or permanent
 34 total disability benefits combined exceeds five hundred (500) weeks.
 35 This section shall not be construed to prevent a person from applying
 36 for an award under IC 22-3-3-13. However, in case of permanent total
 37 disability resulting from a disablement occurring on or after January 1,
 38 1998, the minimum total benefit shall not be less than seventy-five
 39 thousand dollars (\$75,000).

C
o
p
y

