

**CONFERENCE COMMITTEE REPORT  
DIGEST FOR EHB 1320**

**Citations Affected:** IC 22-3; IC 27-7-2.

**Synopsis:** Worker's compensation. Conference committee report for EHB 1320. Specifies, after June 30, 2014, the pecuniary liability for worker's compensation and occupational diseases compensation payments to a medical service facility. Specifies the reimbursement amounts for repackaged drugs. Provides that payment to a medical service provider for an implant furnished to an employee under worker's compensation or occupational diseases compensation may not exceed the invoice amount plus 25%. Allows a medical service provider to request an explanation from a billing review service if the medical service provider's bill has been reduced as a result of the application of a Medicare coding change. Defines "medical service facility", "services and/or product", and "medical service provider" for purposes of the worker's compensation and occupational diseases compensation law. Increases the maximum average weekly wage by 20% and provides for graduated percentage increases for degrees of permanent partial impairment/disablement over a three-year period, beginning on July 1, 2014. Provides for worker's compensation insurance policy periods as permitted in certain rules. Provides for an annual filing fee of \$2 from an employer to be deposited in the worker's compensation supplemental administrative fund. Specifies that all data collected by the worker's compensation rating bureau is considered to be confidential. Urges the legislative council to assign to the interim study committee on insurance the study of worker's compensation and occupational diseases compensation topics, including: (1) minimum payment amounts for services or products provided by medical service facilities; (2) payment for services or products provided by hospital employed physicians; (3) the electronic submission and payment of claims filed by medical service providers, including the applicability of the "clean claim" procedures described in IC 27-8-5.7; (4) payment amounts for implants; and (5) the establishment and membership of an advisory committee to advise the worker's compensation board in the administration of the worker's compensation and occupational diseases compensation program. Makes conforming amendments and technical corrections. **(This conference committee report: (1) removes a provision limiting to seven days after the date of an employee's injury or disablement the reimbursement period for medications dispensed by a medical service provider that is not a retail or mail order pharmacy; (2) specifies that the Medicare amount on which payment to a medical service facility is based is the amount that would be paid to the medical service facility on the same date for the same service or product under the medical service facility's Medicare reimbursement rate; (3) removes language concerning the reimbursement of a**

**medical service facility at 125% of the cost to the medical service facility of the specific product or service provided; (4) removes language concerning payment to a medical service provider located outside of Indiana; (5) removes language concerning the electronic submission and payment of medical service provider claims; (6) phases in benefit increases over a three-year period, beginning July 1, 2014; (7) removes language that provides that data collected by the worker's compensation rating bureau is not considered a public record; (8) adds language concerning proposed study topics for the interim study committee on insurance; and (9) removes an incorrect technical correction.)**

**Effective:** July 1, 2013.

## CONFERENCE COMMITTEE REPORT

**MR. SPEAKER:**

*Your Conference Committee appointed to confer with a like committee from the Senate upon Engrossed Senate Amendments to Engrossed House Bill No. 1320 respectfully reports that said two committees have conferred and agreed as follows to wit:*

that the House recede from its dissent from all Senate amendments and that the House now concur in all Senate amendments to the bill and that the bill be further amended as follows:

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

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

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

23 In the event any injured employee, or in the event of ~~his the~~  
 24 ~~employee's~~ death, ~~his the employee's~~ dependents, shall procure a final  
 25 judgment against the other person other than by agreement, and the  
 26 judgment is for a lesser sum than the ~~even amount~~ amount for which  
 27 the employer or the employer's compensation insurance carrier is liable  
 28 for compensation and for ~~medical, surgical, hospital and nurses'~~  
 29 services and ~~supplies, products~~, as of the date the judgment becomes  
 30 final, then the employee, or in the event of ~~his the employee's~~ death,  
 31 ~~his the employee's~~ dependents, shall have the option of either  
 32 collecting the judgment and repaying the employer or the employer's  
 33 compensation insurance carrier for compensation previously drawn, if  
 34 any, and repaying the employer or the employer's compensation  
 35 insurance carrier for ~~medical, surgical, hospital and nurses'~~ services  
 36 and ~~supplies products~~ previously paid, if any, and of repaying the  
 37 employer or the employer's compensation insurance carrier the burial  
 38 benefits paid, if any, or of assigning all rights under the judgment to the  
 39 employer or the employer's compensation insurance carrier and  
 40 thereafter receiving all compensation and ~~medical, surgical, hospital~~  
 41 ~~and nurses'~~ services and ~~supplies, products~~, to which the employee or  
 42 in the event of ~~his the employee's~~ death, which ~~his the employee's~~  
 43 dependents would be entitled if there had been no action brought  
 44 against the other party.

45 If the injured employee or ~~his the employee's~~ dependents shall  
 46 agree to receive compensation from the employer or the employer's  
 47 compensation insurance carrier or to accept from the employer or the  
 48 employer's compensation insurance carrier, by loan or otherwise, any  
 49 payment on account of the compensation, or institute proceedings to  
 50 recover the same, the employer or the employer's compensation

1 insurance carrier shall have a lien upon any settlement award, judgment  
2 or fund out of which the employee might be compensated from the  
3 third party.

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

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

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

48 The employer or the employer's compensation insurance carrier  
49 shall pay its pro rata share of all costs and reasonably necessary  
50 expenses in connection with asserting the third party claim, action or

1 suit, including but not limited to cost of depositions and witness fees,  
 2 and to the attorney at law selected by the employee or **his the**  
 3 **employee's** dependents, a fee of twenty-five **per cent percent** (25%),  
 4 if collected without suit, of the amount of benefits actually repaid after  
 5 the expenses and costs in connection with the third party claim have  
 6 been deducted therefrom, and a fee of thirty-three and one-third **per**  
 7 **cent percent** (33 1/3%), if collected with suit, of the amount of benefits  
 8 actually repaid after deduction of costs and reasonably necessary  
 9 expenses in connection with the third party claim action or suit. The  
 10 employer may, within ninety (90) days after receipt of notice of suit  
 11 from the employee or **his the employee's** dependents, join in the action  
 12 upon **his the employee's** motion so that all orders of court after hearing  
 13 and judgment shall be made for **his the employee's** protection. An  
 14 employer or **his the employer's** compensation insurance carrier may  
 15 waive its right to reimbursement under this section and, as a result of  
 16 the waiver, not have to pay the pro-rata share of costs and expenses.

17 No release or settlement of claim for damages by reason of injury or  
 18 death, and no satisfaction of judgment in the proceedings, shall be valid  
 19 without the written consent of both employer or the employer's  
 20 compensation insurance carrier and employee or **his the employee's**  
 21 dependents, except in the case of the employer or the employer's  
 22 compensation insurance carrier, consent shall not be required where the  
 23 employer or the employer's compensation insurance carrier has been  
 24 fully indemnified or protected by court order.

25 SECTION 2. IC 22-3-3-4, AS AMENDED BY P.L.67-2010,  
 26 SECTION 1, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 27 JULY 1, 2013]: Sec. 4. (a) After an injury and prior to an adjudication  
 28 of permanent impairment, the employer shall furnish or cause to be  
 29 furnished, free of charge to the employee, an attending physician for  
 30 the treatment of the employee's injuries, and in addition thereto such  
 31 ~~surgical, hospital, and nursing~~ services and **supplies products** as the  
 32 attending physician or the worker's compensation board may deem  
 33 necessary. If the employee is requested or required by the employer to  
 34 submit to treatment outside the county of employment, the employer  
 35 shall also pay the reasonable expense of travel, food, and lodging  
 36 necessary during the travel, but not to exceed the amount paid at the  
 37 time of the travel by the state to its employees under the state travel  
 38 policies and procedures established by the department of  
 39 administration and approved by the state budget agency. If the  
 40 treatment or travel to or from the place of treatment causes a loss of  
 41 working time to the employee, the employer shall reimburse the  
 42 employee for the loss of wages using the basis of the employee's  
 43 average daily wage.

44 (b) During the period of temporary total disability resulting from the  
 45 injury, the employer shall furnish the physician, services and **supplies**;  
 46 **products**, and the worker's compensation board may, on proper  
 47 application of either party, require that treatment by the physician and  
 48 services and **supplies products** be furnished by or on behalf of the  
 49 employer as the worker's compensation board may deem reasonably  
 50 necessary.

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

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

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

44 (f) Regardless of when it occurs, where a compensable injury results  
45 in the amputation of a body part, the enucleation of an eye, or the loss  
46 of natural teeth, the employer shall furnish an appropriate artificial  
47 member, braces, and prosthodontics. The cost of repairs to or  
48 replacements for the artificial members, braces, or prosthodontics that  
49 result from a compensable injury pursuant to a prior award and are  
50 required due to either medical necessity or normal wear and tear,

1 determined according to the employee's individual use, but not abuse,  
 2 of the artificial member, braces, or prosthodontics, shall be paid from  
 3 the second injury fund upon order or award of the worker's  
 4 compensation board. The employee is not required to meet any other  
 5 requirement for admission to the second injury fund.

6 (g) If an accident arising out of and in the course of employment  
 7 after June 30, 1997, results in the loss of or damage to an artificial  
 8 member, a brace, an implant, eyeglasses, prosthodontics, or other  
 9 medically prescribed device, the employer shall repair the artificial  
 10 member, brace, implant, eyeglasses, prosthodontics, or other medically  
 11 prescribed device or furnish an identical or a reasonably equivalent  
 12 replacement.

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

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

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

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

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

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

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

39 SECTION 4. IC 22-3-3-5, AS AMENDED BY P.L.168-2011,  
 40 SECTION 3, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 41 JULY 1, 2013]: **Sec. 5. (a) The pecuniary liability of the employer for**  
 42 **medical, surgical, hospital and nurse a service or product herein**  
 43 **required shall be limited to the following:**

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

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



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

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

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

28 (1) all individual claims involve the same employer, insurance  
 29 carrier, or billing review service; and

30 (2) the amount of each individual claim does not exceed two  
 31 hundred dollars (\$200).

32 (e) The worker's compensation board may withhold the approval of  
 33 the fees of the attending physician in a case until the attending  
 34 physician files a report with the worker's compensation board on the  
 35 form prescribed by the board.

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

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

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

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

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

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

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

25 **(A) The employer.**

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

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

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

31 **(2) Two hundred percent (200%) of the amount that would be**  
32 **paid to the medical service facility on the same date for the**  
33 **same service or product under the medical service facility's**  
34 **Medicare reimbursement rate, if an amount has not been**  
35 **negotiated as described in subdivision (1).**

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

39 ~~(b)~~ **(d) A medical service provider may request an explanation from**  
40 **a billing review service if the medical service provider's bill has been**  
41 **reduced as a result of application of the eightieth percentile or of a**  
42 **Current Procedural Terminology (CPT) or Medicare coding change.**  
43 **The request must be made not later than sixty (60) days after receipt of**  
44 **the notice of the reduction. If a request is made, the billing review**  
45 **service must provide:**

46 **(1) the name of the billing review service used to make the**  
47 **reduction;**

48 **(2) the dollar amount of the reduction;**

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

51 **(4) in the case of a CPT or Medicare coding change, the basis**

1           upon which the change was made;  
2           not later than thirty (30) days after the date of the request.

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

12          SECTION 6. IC 22-3-3-10, AS AMENDED BY P.L.3-2008,  
13          SECTION 156, IS AMENDED TO READ AS FOLLOWS  
14          [EFFECTIVE JULY 1, 2013]: Sec. 10. (a) With respect to injuries in  
15          the schedule set forth in subsection (d) occurring on and after July 1,  
16          1979, and before July 1, 1988, the employee shall receive, in addition  
17          to temporary total disability benefits not to exceed fifty-two (52) weeks  
18          on account of the injury, a weekly compensation of sixty percent (60%)  
19          of the employee's average weekly wages, not to exceed one hundred  
20          twenty-five dollars (\$125) average weekly wages, for the period stated  
21          for the injury.

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

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

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

43                 (1) Amputation: For the loss by separation of the thumb, sixty  
44                 (60) weeks, of the index finger forty (40) weeks, of the second  
45                 finger thirty-five (35) weeks, of the third or ring finger thirty (30)  
46                 weeks, of the fourth or little finger twenty (20) weeks, of the hand  
47                 by separation below the elbow joint two hundred (200) weeks, or  
48                 the arm above the elbow two hundred fifty (250) weeks, of the big  
49                 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the  
50                 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,

1 of the fifth or little toe ten (10) weeks, for loss occurring on and  
2 after April 1, 1959, by separation of the foot below the knee joint,  
3 one hundred seventy-five (175) weeks and of the leg above the  
4 knee joint two hundred twenty-five (225) weeks. The loss of more  
5 than one (1) phalange of a thumb or toes shall be considered as  
6 the loss of the entire thumb or toe. The loss of more than two (2)  
7 phalanges of a finger shall be considered as the loss of the entire  
8 finger. The loss of not more than one (1) phalange of a thumb or  
9 toe shall be considered as the loss of one-half (1/2) of the thumb  
10 or toe and compensation shall be paid for one-half (1/2) of the  
11 period for the loss of the entire thumb or toe. The loss of not more  
12 than one (1) phalange of a finger shall be considered as the loss  
13 of one-third (1/3) of the finger and compensation shall be paid for  
14 one-third (1/3) the period for the loss of the entire finger. The loss  
15 of more than one (1) phalange of the finger but not more than two  
16 (2) phalanges of the finger, shall be considered as the loss of  
17 one-half (1/2) of the finger and compensation shall be paid for  
18 one-half (1/2) of the period for the loss of the entire finger.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (7) In all cases of permanent disfigurement which may impair the  
39 future usefulness or opportunities of the employee, compensation,  
40 in the discretion of the worker's compensation board, not  
41 exceeding two hundred (200) weeks, except that no compensation  
42 shall be payable under this subdivision where compensation is  
43 payable elsewhere in this section.

44 (i) With respect to injuries in the following schedule occurring on  
45 and after July 1, 1991, the employee shall receive in addition to  
46 temporary total disability benefits, not exceeding one hundred  
47 twenty-five (125) weeks on account of the injury, compensation in an  
48 amount determined under the following schedule to be paid weekly at  
49 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's  
50 average weekly wages during the fifty-two (52) weeks immediately

- 1 preceding the week in which the injury occurred.
- 2 (1) Amputation: For the loss by separation of the thumb, twelve  
3 (12) degrees of permanent impairment; of the index finger, eight  
4 (8) degrees of permanent impairment; of the second finger, seven  
5 (7) degrees of permanent impairment; of the third or ring finger,  
6 six (6) degrees of permanent impairment; of the fourth or little  
7 finger, four (4) degrees of permanent impairment; of the hand by  
8 separation below the elbow joint, forty (40) degrees of permanent  
9 impairment; of the arm above the elbow, fifty (50) degrees of  
10 permanent impairment; of the big toe, twelve (12) degrees of  
11 permanent impairment; of the second toe, six (6) degrees of  
12 permanent impairment; of the third toe, four (4) degrees of  
13 permanent impairment; of the fourth toe, three (3) degrees of  
14 permanent impairment; of the fifth or little toe, two (2) degrees of  
15 permanent impairment; by separation of the foot below the knee  
16 joint, thirty-five (35) degrees of permanent impairment; and of the  
17 leg above the knee joint, forty-five (45) degrees of permanent  
18 impairment.
- 19 (2) Amputations: For the loss by separation of any of the body  
20 parts described in subdivision (1) on or after July 1, 1997, and for  
21 the loss by separation of any of the body parts described in  
22 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar  
23 values per degree applying on the date of the injury as described  
24 in subsection (j) shall be multiplied by two (2). However, the  
25 doubling provision of this subdivision does not apply to a loss of  
26 use that is not a loss by separation.
- 27 (3) The loss of more than one (1) phalange of a thumb or toe shall  
28 be considered as the loss of the entire thumb or toe. The loss of  
29 more than two (2) phalanges of a finger shall be considered as the  
30 loss of the entire finger. The loss of not more than one (1)  
31 phalange of a thumb or toe shall be considered as the loss of  
32 one-half (1/2) of the degrees of permanent impairment for the loss  
33 of the entire thumb or toe. The loss of not more than one (1)  
34 phalange of a finger shall be considered as the loss of one-third  
35 (1/3) of the finger and compensation shall be paid for one-third  
36 (1/3) of the degrees payable for the loss of the entire finger. The  
37 loss of more than one (1) phalange of the finger but not more than  
38 two (2) phalanges of the finger shall be considered as the loss of  
39 one-half (1/2) of the finger and compensation shall be paid for  
40 one-half (1/2) of the degrees payable for the loss of the entire  
41 finger.
- 42 (4) For the loss by separation of both hands or both feet or the  
43 total sight of both eyes or any two (2) such losses in the same  
44 accident, one hundred (100) degrees of permanent impairment.
- 45 (5) For the permanent and complete loss of vision by enucleation,  
46 thirty-five (35) degrees of permanent impairment.
- 47 (6) For the reduction of vision to one-tenth (1/10) of normal  
48 vision with glasses, thirty-five (35) degrees of permanent  
49 impairment.
- 50 (7) For the permanent and complete loss of hearing in one (1) ear,

- 1           fifteen (15) degrees of permanent impairment, and in both ears,  
2           forty (40) degrees of permanent impairment.
- 3           (8) For the loss of one (1) testicle, ten (10) degrees of permanent  
4           impairment; for the loss of both testicles, thirty (30) degrees of  
5           permanent impairment.
- 6           (9) Loss of use: The total permanent loss of the use of an arm, a  
7           hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
8           considered as the equivalent of the loss by separation of the arm,  
9           hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
10          shall be paid in the same amount as for the loss by separation.  
11          However, the doubling provision of subdivision (2) does not  
12          apply to a loss of use that is not a loss by separation.
- 13          (10) Partial loss of use: For the permanent partial loss of the use  
14          of an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
15          phalange, compensation shall be paid for the proportionate loss of  
16          the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 17          (11) For injuries resulting in total permanent disability, the  
18          amount payable for impairment or five hundred (500) weeks of  
19          compensation, whichever is greater.
- 20          (12) For any permanent reduction of the sight of an eye less than  
21          a total loss as specified in subsection (h)(4), the compensation  
22          shall be paid in an amount proportionate to the degree of a  
23          permanent reduction without correction or glasses. However,  
24          when a permanent reduction without correction or glasses would  
25          result in one hundred percent (100%) loss of vision, then  
26          compensation shall be paid for fifty percent (50%) of the total loss  
27          of vision without glasses, plus an additional amount equal to the  
28          proportionate amount of the reduction with glasses, not to exceed  
29          an additional fifty percent (50%).
- 30          (13) For any permanent reduction of the hearing of one (1) or both  
31          ears, less than the total loss as specified in subsection (h)(5),  
32          compensation shall be paid in an amount proportionate to the  
33          degree of a permanent reduction.
- 34          (14) In all other cases of permanent partial impairment,  
35          compensation proportionate to the degree of a permanent partial  
36          impairment, in the discretion of the worker's compensation board,  
37          not exceeding one hundred (100) degrees of permanent  
38          impairment.
- 39          (15) In all cases of permanent disfigurement which may impair  
40          the future usefulness or opportunities of the employee,  
41          compensation, in the discretion of the worker's compensation  
42          board, not exceeding forty (40) degrees of permanent impairment  
43          except that no compensation shall be payable under this  
44          subdivision where compensation is payable elsewhere in this  
45          section.
- 46          (j) Compensation for permanent partial impairment shall be paid  
47          according to the degree of permanent impairment for the injury  
48          determined under subsection (i) and the following:
- 49                  (1) With respect to injuries occurring on and after July 1, 1991,  
50                  and before July 1, 1992, for each degree of permanent impairment

1 from one (1) to thirty-five (35), five hundred dollars (\$500) per  
2 degree; for each degree of permanent impairment from thirty-six  
3 (36) to fifty (50), nine hundred dollars (\$900) per degree; for each  
4 degree of permanent impairment above fifty (50), one thousand  
5 five hundred dollars (\$1,500) per degree.

6 (2) With respect to injuries occurring on and after July 1, 1992,  
7 and before July 1, 1993, for each degree of permanent impairment  
8 from one (1) to twenty (20), five hundred dollars (\$500) per  
9 degree; for each degree of permanent impairment from  
10 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)  
11 per degree; for each degree of permanent impairment from  
12 thirty-six (36) to fifty (50), one thousand three hundred dollars  
13 (\$1,300) per degree; for each degree of permanent impairment  
14 above fifty (50), one thousand seven hundred dollars (\$1,700) per  
15 degree.

16 (3) With respect to injuries occurring on and after July 1, 1993,  
17 and before July 1, 1997, for each degree of permanent impairment  
18 from one (1) to ten (10), five hundred dollars (\$500) per degree;  
19 for each degree of permanent impairment from eleven (11) to  
20 twenty (20), seven hundred dollars (\$700) per degree; for each  
21 degree of permanent impairment from twenty-one (21) to  
22 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
23 each degree of permanent impairment from thirty-six (36) to fifty  
24 (50), one thousand four hundred dollars (\$1,400) per degree; for  
25 each degree of permanent impairment above fifty (50), one  
26 thousand seven hundred dollars (\$1,700) per degree.

27 (4) With respect to injuries occurring on and after July 1, 1997,  
28 and before July 1, 1998, for each degree of permanent impairment  
29 from one (1) to ten (10), seven hundred fifty dollars (\$750) per  
30 degree; for each degree of permanent impairment from eleven  
31 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;  
32 for each degree of permanent impairment from thirty-six (36) to  
33 fifty (50), one thousand four hundred dollars (\$1,400) per degree;  
34 for each degree of permanent impairment above fifty (50), one  
35 thousand seven hundred dollars (\$1,700) per degree.

36 (5) With respect to injuries occurring on and after July 1, 1998,  
37 and before July 1, 1999, for each degree of permanent impairment  
38 from one (1) to ten (10), seven hundred fifty dollars (\$750) per  
39 degree; for each degree of permanent impairment from eleven  
40 (11) to thirty-five (35), one thousand dollars (\$1,000) per degree;  
41 for each degree of permanent impairment from thirty-six (36) to  
42 fifty (50), one thousand four hundred dollars (\$1,400) per degree;  
43 for each degree of permanent impairment above fifty (50), one  
44 thousand seven hundred dollars (\$1,700) per degree.

45 (6) With respect to injuries occurring on and after July 1, 1999,  
46 and before July 1, 2000, for each degree of permanent impairment  
47 from one (1) to ten (10), nine hundred dollars (\$900) per degree;  
48 for each degree of permanent impairment from eleven (11) to  
49 thirty-five (35), one thousand one hundred dollars (\$1,100) per  
50 degree; for each degree of permanent impairment from thirty-six



1 (36) to fifty (50), one thousand six hundred dollars (\$1,600) per  
2 degree; for each degree of permanent impairment above fifty (50),  
3 two thousand dollars (\$2,000) per degree.

4 (7) With respect to injuries occurring on and after July 1, 2000,  
5 and before July 1, 2001, for each degree of permanent impairment  
6 from one (1) to ten (10), one thousand one hundred dollars  
7 (\$1,100) per degree; for each degree of permanent impairment  
8 from eleven (11) to thirty-five (35), one thousand three hundred  
9 dollars (\$1,300) per degree; for each degree of permanent  
10 impairment from thirty-six (36) to fifty (50), two thousand dollars  
11 (\$2,000) per degree; for each degree of permanent impairment  
12 above fifty (50), two thousand five hundred fifty dollars (\$2,500)  
13 per degree.

14 (8) With respect to injuries occurring on and after July 1, 2001,  
15 and before July 1, 2007, for each degree of permanent impairment  
16 from one (1) to ten (10), one thousand three hundred dollars  
17 (\$1,300) per degree; for each degree of permanent impairment  
18 from eleven (11) to thirty-five (35), one thousand five hundred  
19 dollars (\$1,500) per degree; for each degree of permanent  
20 impairment from thirty-six (36) to fifty (50), two thousand four  
21 hundred dollars (\$2,400) per degree; for each degree of  
22 permanent impairment above fifty (50), three thousand dollars  
23 (\$3,000) per degree.

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

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

44 (11) With respect to injuries occurring on and after July 1, 2009,  
45 and before July 1, 2010, for each degree of permanent impairment  
46 from one (1) to ten (10), one thousand three hundred eighty  
47 dollars (\$1,380) per degree; for each degree of permanent  
48 impairment from eleven (11) to thirty-five (35), one thousand five  
49 hundred eighty-five dollars (\$1,585) per degree; for each degree  
50 of permanent impairment from thirty-six (36) to fifty (50), two

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, 2014**, for each degree of permanent  
6 impairment from one (1) to ten (10), one thousand four hundred  
7 dollars (\$1,400) per degree; for each degree of permanent  
8 impairment from eleven (11) to thirty-five (35), one thousand six  
9 hundred dollars (\$1,600) per degree; for each degree of  
10 permanent impairment from thirty-six (36) to fifty (50), two  
11 thousand seven hundred dollars (\$2,700) per degree; for each  
12 degree of permanent impairment above fifty (50), three thousand  
13 five hundred dollars (\$3,500) per degree.

14 (13) **With respect to injuries occurring on and after July 1,**  
15 **2014, and before July 1, 2015**, for each degree of permanent  
16 impairment from one (1) to ten (10), one thousand five  
17 hundred seventeen dollars (\$1,517) per degree; for each  
18 degree of permanent impairment from eleven (11) to  
19 thirty-five (35), one thousand seven hundred seventeen dollars  
20 (\$1,717) per degree; for each degree of permanent  
21 impairment from thirty-six (36) to fifty (50), two thousand  
22 eight hundred sixty-two dollars (\$2,862) per degree; for each  
23 degree of permanent impairment above fifty (50), three  
24 thousand six hundred eighty-seven dollars (\$3,687) per  
25 degree.

26 (14) With respect to injuries occurring on and after July 1,  
27 2015, and before July 1, 2016, for each degree of permanent  
28 impairment from one (1) to ten (10), one thousand six  
29 hundred thirty-three dollars (\$1,633) per degree; for each  
30 degree of permanent impairment from eleven (11) to  
31 thirty-five (35), one thousand eight hundred thirty-five dollars  
32 (\$1,835) per degree; for each degree of permanent  
33 impairment from thirty-six (36) to fifty (50), three thousand  
34 twenty-four dollars (\$3,024) per degree; for each degree of  
35 permanent impairment above fifty (50), three thousand eight  
36 hundred seventy-three dollars (\$3,873) per degree.

37 (15) With respect to injuries occurring on and after July 1,  
38 2016, for each degree of permanent impairment from one (1)  
39 to ten (10), one thousand seven hundred fifty dollars (\$1,750)  
40 per degree; for each degree of permanent impairment from  
41 eleven (11) to thirty-five (35), one thousand nine hundred  
42 fifty-two dollars (\$1,952) per degree; for each degree of  
43 permanent impairment from thirty-six (36) to fifty (50), three  
44 thousand one hundred eighty-six dollars (\$3,186) per degree;  
45 for each degree of permanent impairment above fifty (50),  
46 four thousand sixty dollars (\$4,060) per degree.

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

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

- 1 (2) With respect to injuries occurring on or after July 1, 1992, and  
 2 before July 1, 1993, five hundred forty dollars (\$540).  
 3 (3) With respect to injuries occurring on or after July 1, 1993, and  
 4 before July 1, 1994, five hundred ninety-one dollars (\$591).  
 5 (4) With respect to injuries occurring on or after July 1, 1994, and  
 6 before July 1, 1997, six hundred forty-two dollars (\$642).  
 7 (5) With respect to injuries occurring on or after July 1, 1997, and  
 8 before July 1, 1998, six hundred seventy-two dollars (\$672).  
 9 (6) With respect to injuries occurring on or after July 1, 1998, and  
 10 before July 1, 1999, seven hundred two dollars (\$702).  
 11 (7) With respect to injuries occurring on or after July 1, 1999, and  
 12 before July 1, 2000, seven hundred thirty-two dollars (\$732).  
 13 (8) With respect to injuries occurring on or after July 1, 2000, and  
 14 before July 1, 2001, seven hundred sixty-two dollars (\$762).  
 15 (9) With respect to injuries occurring on or after July 1, 2001, and  
 16 before July 1, 2002, eight hundred twenty-two dollars (\$822).  
 17 (10) With respect to injuries occurring on or after July 1, 2002,  
 18 and before July 1, 2006, eight hundred eighty-two dollars (\$882).  
 19 (11) With respect to injuries occurring on or after July 1, 2006,  
 20 and before July 1, 2007, nine hundred dollars (\$900).  
 21 (12) With respect to injuries occurring on or after July 1, 2007,  
 22 and before July 1, 2008, nine hundred thirty dollars (\$930).  
 23 (13) With respect to injuries occurring on or after July 1, 2008,  
 24 and before July 1, 2009, nine hundred fifty-four dollars (\$954).  
 25 (14) With respect to injuries occurring on or after July 1, 2009,  
 26 **and before July 1, 2014**, nine hundred seventy-five dollars  
 27 (\$975).  
 28 **(15) With respect to injuries occurring on or after July 1,**  
 29 **2014, and before July 1, 2015, one thousand forty dollars**  
 30 **(\$1,040).**  
 31 **(16) With respect to injuries occurring on or after July 1,**  
 32 **2015, and before July 1, 2016, one thousand one hundred five**  
 33 **dollars (\$1,105).**  
 34 **(17) With respect to injuries occurring on or after July 1,**  
 35 **2016, one thousand one hundred seventy dollars (\$1,170).**
- 36 SECTION 7. IC 22-3-3-22, AS AMENDED BY P.L.134-2006,  
 37 SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 38 JULY 1, 2013]: Sec. 22. (a) In computing compensation for temporary  
 39 total disability, temporary partial disability, and total permanent  
 40 disability, with respect to injuries occurring on and after July 1, 1985,  
 41 and before July 1, 1986, the average weekly wages are considered to  
 42 be:  
 43 (1) not more than two hundred sixty-seven dollars (\$267); and  
 44 (2) not less than seventy-five dollars (\$75).  
 45 However, the weekly compensation payable shall not exceed the  
 46 average weekly wages of the employee at the time of the injury.  
 47 (b) In computing compensation for temporary total disability,  
 48 temporary partial disability, and total permanent disability, with respect  
 49 to injuries occurring on and after July 1, 1986, and before July 1, 1988,  
 50 the average weekly wages are considered to be:  
 51 (1) not more than two hundred eighty-five dollars (\$285); and

- 1 (2) not less than seventy-five dollars (\$75).  
2 However, the weekly compensation payable shall not exceed the  
3 average weekly wages of the employee at the time of the injury.
- 4 (c) In computing compensation for temporary total disability,  
5 temporary partial disability, and total permanent disability, with respect  
6 to injuries occurring on and after July 1, 1988, and before July 1, 1989,  
7 the average weekly wages are considered to be:  
8 (1) not more than three hundred eighty-four dollars (\$384); and  
9 (2) not less than seventy-five dollars (\$75).  
10 However, the weekly compensation payable shall not exceed the  
11 average weekly wages of the employee at the time of the injury.
- 12 (d) In computing compensation for temporary total disability,  
13 temporary partial disability, and total permanent disability, with respect  
14 to injuries occurring on and after July 1, 1989, and before July 1, 1990,  
15 the average weekly wages are considered to be:  
16 (1) not more than four hundred eleven dollars (\$411); and  
17 (2) 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 (e) In computing compensation for temporary total disability,  
21 temporary partial disability, and total permanent disability, with respect  
22 to injuries occurring on and after July 1, 1990, and before July 1, 1991,  
23 the average weekly wages are considered to be:  
24 (1) not more than four hundred forty-one dollars (\$441); 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 (f) 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, 1991, and before July 1, 1992,  
31 the average weekly wages are considered to be:  
32 (1) not more than four hundred ninety-two dollars (\$492); 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 (g) 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, 1992, and before July 1, 1993,  
39 the average weekly wages are considered to be:  
40 (1) not more than five hundred forty dollars (\$540); and  
41 (2) not less than seventy-five dollars (\$75).  
42 However, the weekly compensation payable shall not exceed the  
43 average weekly wages of the employee at the time of the injury.
- 44 (h) In computing compensation for temporary total disability,  
45 temporary partial disability, and total permanent disability, with respect  
46 to injuries occurring on and after July 1, 1993, and before July 1, 1994,  
47 the average weekly wages are considered to be:  
48 (1) not more than five hundred ninety-one dollars (\$591); and  
49 (2) not less than seventy-five dollars (\$75).  
50 However, the weekly compensation payable shall not exceed the

- 1 average weekly wages of the employee at the time of the injury.
- 2 (i) 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, 1994, and before July 1, 1997,  
5 the average weekly wages are considered to be:
- 6 (1) not more than six hundred forty-two dollars (\$642); 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 (j) In computing compensation for temporary total disability,  
11 temporary partial disability, and total permanent disability, the average  
12 weekly wages are considered to be:
- 13 (1) with respect to injuries occurring on and after July 1, 1997,  
14 and before July 1, 1998:
- 15 (A) not more than six hundred seventy-two dollars (\$672); and  
16 (B) not less than seventy-five dollars (\$75);
- 17 (2) with respect to injuries occurring on and after July 1, 1998,  
18 and before July 1, 1999:
- 19 (A) not more than seven hundred two dollars (\$702); and  
20 (B) not less than seventy-five dollars (\$75);
- 21 (3) with respect to injuries occurring on and after July 1, 1999,  
22 and before July 1, 2000:
- 23 (A) not more than seven hundred thirty-two dollars (\$732);  
24 and  
25 (B) not less than seventy-five dollars (\$75);
- 26 (4) with respect to injuries occurring on and after July 1, 2000,  
27 and before July 1, 2001:
- 28 (A) not more than seven hundred sixty-two dollars (\$762); and  
29 (B) not less than seventy-five dollars (\$75);
- 30 (5) with respect to injuries occurring on and after July 1, 2001,  
31 and before July 1, 2002:
- 32 (A) not more than eight hundred twenty-two dollars (\$822);  
33 and  
34 (B) not less than seventy-five dollars (\$75);
- 35 (6) with respect to injuries occurring on and after July 1, 2002,  
36 and before July 1, 2006:
- 37 (A) not more than eight hundred eighty-two dollars (\$882);  
38 and  
39 (B) not less than seventy-five dollars (\$75);
- 40 (7) with respect to injuries occurring on and after July 1, 2006,  
41 and before July 1, 2007:
- 42 (A) not more than nine hundred dollars (\$900); and  
43 (B) not less than seventy-five dollars (\$75);
- 44 (8) with respect to injuries occurring on and after July 1, 2007,  
45 and before July 1, 2008:
- 46 (A) not more than nine hundred thirty dollars (\$930); and  
47 (B) not less than seventy-five dollars (\$75);
- 48 (9) with respect to injuries occurring on and after July 1, 2008,  
49 and before July 1, 2009:
- 50 (A) not more than nine hundred fifty-four dollars (\$954); and

- 1 (B) not less than seventy-five dollars (\$75); ~~and~~  
 2 (10) with respect to injuries occurring on and after July 1, 2009,  
 3 **and before July 1, 2014:**  
 4 (A) not more than nine hundred seventy-five dollars (\$975);  
 5 and  
 6 (B) not less than seventy-five dollars (\$75);  
 7 **(11) with respect to injuries occurring on and after July 1,**  
 8 **2014, and before July 1, 2015:**  
 9 (A) not more than one thousand forty dollars (\$1,040); and  
 10 (B) not less than seventy-five dollars (\$75);  
 11 **(12) with respect to injuries occurring on and after July 1,**  
 12 **2015, and before July 1, 2016:**  
 13 (A) not more than one thousand one hundred five dollars  
 14 (\$1,105); and  
 15 (B) not less than seventy-five dollars (\$75); and  
 16 **(13) with respect to injuries occurring on and after July 1,**  
 17 **2016:**  
 18 (A) not more than one thousand one hundred seventy  
 19 dollars (\$1,170); and  
 20 (B) not less than seventy-five dollars (\$75).
- 21 However, the weekly compensation payable shall not exceed the  
 22 average weekly wages of the employee at the time of the injury.
- 23 (k) With respect to any injury occurring on and after July 1, 1985,  
 24 and before July 1, 1986, the maximum compensation, exclusive of  
 25 medical benefits, which may be paid for an injury under any provisions  
 26 of this law or any combination of provisions may not exceed  
 27 eighty-nine thousand dollars (\$89,000) in any case.
- 28 (l) With respect to any injury occurring on and after July 1, 1986,  
 29 and before July 1, 1988, the maximum compensation, exclusive of  
 30 medical benefits, which may be paid for an injury under any provisions  
 31 of this law or any combination of provisions may not exceed  
 32 ninety-five thousand dollars (\$95,000) in any case.
- 33 (m) With respect to any injury occurring on and after July 1, 1988,  
 34 and before July 1, 1989, the maximum compensation, exclusive of  
 35 medical benefits, which may be paid for an injury under any provisions  
 36 of this law or any combination of provisions may not exceed one  
 37 hundred twenty-eight thousand dollars (\$128,000) in any case.
- 38 (n) With respect to any injury occurring on and after July 1, 1989,  
 39 and before July 1, 1990, the maximum compensation, exclusive of  
 40 medical benefits, which may be paid for an injury under any provisions  
 41 of this law or any combination of provisions may not exceed one  
 42 hundred thirty-seven thousand dollars (\$137,000) in any case.
- 43 (o) With respect to any injury occurring on and after July 1, 1990,  
 44 and before July 1, 1991, the maximum compensation, exclusive of  
 45 medical benefits, which may be paid for an injury under any provisions  
 46 of this law or any combination of provisions may not exceed one  
 47 hundred forty-seven thousand dollars (\$147,000) in any case.
- 48 (p) With respect to any injury occurring on and after July 1, 1991,  
 49 and before July 1, 1992, the maximum compensation, exclusive of  
 50 medical benefits, that may be paid for an injury under any provisions  
 51 of this law or any combination of provisions may not exceed one

- 1 hundred sixty-four thousand dollars (\$164,000) in any case.
- 2 (q) With respect to any injury occurring on and after July 1, 1992,  
3 and before July 1, 1993, the maximum compensation, exclusive of  
4 medical benefits, that may be paid for an injury under any provisions  
5 of this law or any combination of provisions may not exceed one  
6 hundred eighty thousand dollars (\$180,000) in any case.
- 7 (r) With respect to any injury occurring on and after July 1, 1993,  
8 and before July 1, 1994, the maximum compensation, exclusive of  
9 medical benefits, that may be paid for an injury under any provisions  
10 of this law or any combination of provisions may not exceed one  
11 hundred ninety-seven thousand dollars (\$197,000) in any case.
- 12 (s) With respect to any injury occurring on and after July 1, 1994,  
13 and before July 1, 1997, the maximum compensation, exclusive of  
14 medical benefits, which may be paid for an injury under any provisions  
15 of this law or any combination of provisions may not exceed two  
16 hundred fourteen thousand dollars (\$214,000) in any case.
- 17 (t) The maximum compensation, exclusive of medical benefits, that  
18 may be paid for an injury under any provision of this law or any  
19 combination of provisions may not exceed the following amounts in  
20 any case:
- 21 (1) With respect to an injury occurring on and after July 1, 1997,  
22 and before July 1, 1998, two hundred twenty-four thousand  
23 dollars (\$224,000).
- 24 (2) With respect to an injury occurring on and after July 1, 1998,  
25 and before July 1, 1999, two hundred thirty-four thousand dollars  
26 (\$234,000).
- 27 (3) With respect to an injury occurring on and after July 1, 1999,  
28 and before July 1, 2000, two hundred forty-four thousand dollars  
29 (\$244,000).
- 30 (4) With respect to an injury occurring on and after July 1, 2000,  
31 and before July 1, 2001, two hundred fifty-four thousand dollars  
32 (\$254,000).
- 33 (5) With respect to an injury occurring on and after July 1, 2001,  
34 and before July 1, 2002, two hundred seventy-four thousand  
35 dollars (\$274,000).
- 36 (6) With respect to an injury occurring on and after July 1, 2002,  
37 and before July 1, 2006, two hundred ninety-four thousand dollars  
38 (\$294,000).
- 39 (7) With respect to an injury occurring on and after July 1, 2006,  
40 and before July 1, 2007, three hundred thousand dollars  
41 (\$300,000).
- 42 (8) With respect to an injury occurring on and after July 1, 2007,  
43 and before July 1, 2008, three hundred ten thousand dollars  
44 (\$310,000).
- 45 (9) With respect to an injury occurring on and after July 1, 2008,  
46 and before July 1, 2009, three hundred eighteen thousand dollars  
47 (\$318,000).
- 48 (10) With respect to an injury occurring on and after July 1, 2009,  
49 **and before July 1, 2014**, three hundred twenty-five thousand  
50 dollars (\$325,000).

1           **(11) With respect to an injury occurring on and after July 1,**  
 2           **2014, and before July 1, 2015, three hundred forty-seven**  
 3           **thousand dollars (\$347,000).**

4           **(12) With respect to an injury occurring on and after July 1,**  
 5           **2015, and before July 1, 2016, three hundred sixty-eight**  
 6           **thousand dollars (\$368,000).**

7           **(13) With respect to an injury occurring on and after July 1,**  
 8           **2016, three hundred ninety thousand dollars (\$390,000).**

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

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

19               **(2) five dollars (\$5) on and after July 1, 1992, and before July 1,**  
 20               **1995; and**

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

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

31          SECTION 9. IC 22-3-5-5 IS AMENDED TO READ AS FOLLOWS  
 32          [EFFECTIVE JULY 1, 2013]: Sec. 5. (a) No insurer shall enter into or  
 33          issue any policy of insurance under IC 22-3-2 through IC 22-3-6 until  
 34          its policy form shall have been submitted to and approved by the  
 35          department of insurance.

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

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

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



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

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

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

33 (5) Any termination of this policy by cancellation shall not be  
 34 effective as to employees of the insured covered hereby unless at  
 35 least ten (10) days prior to the taking effect of such cancellation,  
 36 a written notice giving the date upon which such termination is to  
 37 become effective has been received by the worker's compensation  
 38 board of Indiana at its office in Indianapolis, Indiana.

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

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

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

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

50 The termination of a policy, as provided in this subdivision, shall

- 1           be effective as to the employees of the insured covered by the  
2           policy.
- 3           (d) All claims for compensation, nurse's charges, hospital services,  
4           hospital supplies, physician's fees, or burial expenses may be made  
5           directly against either the employer or the insurer or both, and the  
6           award of the worker's compensation board may be made against either  
7           the employer or the insurer or both. If any insurer shall fail or refuse to  
8           pay final award or judgment (except during the pendency of an appeal)  
9           rendered against it, or its insured, or, if it shall fail or refuse to comply  
10          with any provision of IC 22-3-2 through IC 22-3-6, the board shall not  
11          accept any further proofs of insurance from it until it shall have paid  
12          the award or judgment or complied with the violated provision of  
13          IC 22-3-2 through IC 22-3-6.
- 14          SECTION 10. IC 22-3-5-5.5 IS AMENDED TO READ AS  
15          FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.5. (a) Each insurer  
16          entering into or issuing an insurance policy under IC 22-3-2 through  
17          IC 22-3-7 may, as a part of the policy or as an optional endorsement to  
18          the policy, offer deductibles or co-insurance, or both, that are optional  
19          to the insured for benefits under IC 22-3-2 through IC 22-3-7. Each  
20          insurer may do the following:
- 21               (1) Offer deductibles in multiples of five hundred dollars (\$500),  
22               up to a maximum of five thousand dollars (\$5,000) per  
23               compensable claim.
- 24               (2) Offer co-insurance for each compensable claim. The following  
25               apply to co-insurance provided under this subdivision:
- 26                   (A) The co-insurance must require the insurer to pay eighty  
27                   percent (80%) and the insured to pay twenty percent (20%) of  
28                   the amount of benefits due to an employee for an injury  
29                   compensable under IC 22-3-2 through IC 22-3-7.
- 30                   (B) An insured employer may not be required to pay more than  
31                   four thousand two hundred dollars (\$4,200) in co-insurance  
32                   under this subdivision for each compensable claim.
- 33          (b) An insurer shall fully disclose in writing to prospective  
34          policyholders the deductibles and co-insurance offered under  
35          subsection (a). An insured employer who chooses a deductible under  
36          subsection (a):
- 37               (1) may choose only one (1) deductible amount; and  
38               (2) is liable for the amount of the deductible for benefits paid for  
39               each compensable claim of an employee under IC 22-3-2 through  
40               IC 22-3-7.
- 41          (c) An insurer shall do the following:
- 42               (1) Where a policy provides for a deductible, the insurer shall:
- 43                   (A) pay all or a part of the deductible amount, whichever is  
44                   applicable to a compensable claim, to the person or medical  
45                   **service** provider entitled to the benefits under IC 22-3-2  
46                   through IC 22-3-7; and  
47                   (B) seek reimbursement from the employer from the  
48                   applicable deductible.
- 49               (2) Where a policy provides a deductible or co-insurance, the  
50               insurance company shall pay the full cost of the claim. The

1 insurance company shall seek reimbursement from the insured  
 2 employer for its portion of the liability following closing of the  
 3 claim or when twenty percent (20%) of the benefits paid exceed  
 4 four thousand two hundred dollars (\$4,200).

5 (d) The payment or nonpayment of a deductible or co-insurance  
 6 amount by an insured employer to the insurer shall be treated under the  
 7 policy insuring the liability for worker's compensation in the same  
 8 manner as payment or nonpayment of premiums is treated.

9 (e) The premium reduction for deductibles or for co-insurance shall  
 10 be determined before the application of any experience modifications,  
 11 premium surcharges, or premium discounts. The applicable premium  
 12 reduction percentage is the percentage corresponding to the appropriate  
 13 deductible or co-insurance amount. The premium reduction is obtained  
 14 by the application of the appropriate reduction percentage, shown  
 15 under miscellaneous values in the rate pages, to the premium  
 16 determined before application of any experience or schedule  
 17 modification, premium discounts, or any retrospective rating plan.

18 (f) This section does not apply to the following:

19 (1) An employer that is authorized to self-insure against liability  
 20 for claims under IC 22-3-2 through IC 22-3-6.

21 (2) Group self-insurance funds for claims under IC 22-3-2  
 22 through IC 22-3-6.

23 (g) A deductible or co-insurance provided under this section applies  
 24 against the total of all benefits paid for a compensable claim, including  
 25 benefits paid under the following:

26 (1) IC 22-3-3-4.

27 (2) IC 22-3-3-8 through IC 22-3-3-10.

28 (3) IC 22-3-3-17.

29 (4) IC 22-3-3-22.

30 (h) An employer may not use the employer's election of a deductible  
 31 or co-insurance under this section or the payment of a deductible or  
 32 co-insurance under this section in negotiating with the employer's  
 33 employees on any terms of employment. An employee of an employer  
 34 that knowingly violates this subsection may file a complaint with the  
 35 department of labor. The department of labor may impose a civil  
 36 penalty of not more than one thousand dollars (\$1,000) against an  
 37 employer that knowingly violates this subsection.

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

44 SECTION 11. IC 22-3-6-1, AS AMENDED BY HEA 1325-2013,  
 45 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 46 JULY 1, 2013]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the  
 47 context otherwise requires:

48 (a) "Employer" includes the state and any political subdivision, any  
 49 municipal corporation within the state, any individual or the legal  
 50 representative of a deceased individual, firm, association, limited

1 liability company, or corporation or the receiver or trustee of the same,  
2 using the services of another for pay. A parent corporation and its  
3 subsidiaries shall each be considered joint employers of the  
4 corporation's, the parent's, or the subsidiaries' employees for purposes  
5 of IC 22-3-2-6 and IC 22-3-3-31. Both a lessor and a lessee of  
6 employees shall each be considered joint employers of the employees  
7 provided by the lessor to the lessee for purposes of IC 22-3-2-6 and  
8 IC 22-3-3-31. If the employer is insured, the term includes the  
9 employer's insurer so far as applicable. However, the inclusion of an  
10 employer's insurer within this definition does not allow an employer's  
11 insurer to avoid payment for services rendered to an employee with the  
12 approval of the employer. The term also includes an employer that  
13 provides on-the-job training under the federal School to Work  
14 Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth in  
15 IC 22-3-2-2.5. The term does not include a nonprofit corporation that  
16 is recognized as tax exempt under Section 501(c)(3) of the Internal  
17 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the  
18 corporation enters into an independent contractor agreement with a  
19 person for the performance of youth coaching services on a part-time  
20 basis.

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

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

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

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

1 is not an employee of the motor carrier for purposes of IC 22-3-2  
2 through IC 22-3-6. The owner-operator may elect to be covered  
3 and have the owner-operator's drivers covered under a worker's  
4 compensation insurance policy or authorized self-insurance that  
5 insures the motor carrier if the owner-operator pays the premiums  
6 as requested by the motor carrier. An election by an  
7 owner-operator under this subdivision does not terminate the  
8 independent contractor status of the owner-operator for any  
9 purpose other than the purpose of this subdivision.

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

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

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

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

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

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

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

- 1 subdivision does not apply.
- 2 (3) A minor employee who, at the time of the accident, is a  
3 student performing services for an employer as part of an  
4 approved program under IC 20-37-2-7 shall be considered a  
5 full-time employee for the purpose of computing compensation  
6 for permanent impairment under IC 22-3-3-10. The average  
7 weekly wages for such a student shall be calculated as provided  
8 in subsection (d)(4).
- 9 (4) The rights and remedies granted in this subsection to a minor  
10 under IC 22-3-2 through IC 22-3-6 on account of personal injury  
11 or death by accident shall exclude all rights and remedies of the  
12 minor, the minor's parents, or the minor's personal  
13 representatives, dependents, or next of kin at common law,  
14 statutory or otherwise, on account of the injury or death. This  
15 subsection does not apply to minors who have reached seventeen  
16 (17) years of age.
- 17 (d) "Average weekly wages" means the earnings of the injured  
18 employee in the employment in which the employee was working at the  
19 time of the injury during the period of fifty-two (52) weeks  
20 immediately preceding the date of injury, divided by fifty-two (52),  
21 except as follows:
- 22 (1) If the injured employee lost seven (7) or more calendar days  
23 during this period, although not in the same week, then the  
24 earnings for the remainder of the fifty-two (52) weeks shall be  
25 divided by the number of weeks and parts thereof remaining after  
26 the time lost has been deducted.
- 27 (2) Where the employment prior to the injury extended over a  
28 period of less than fifty-two (52) weeks, the method of dividing  
29 the earnings during that period by the number of weeks and parts  
30 thereof during which the employee earned wages shall be  
31 followed, if results just and fair to both parties will be obtained.  
32 Where by reason of the shortness of the time during which the  
33 employee has been in the employment of the employee's employer  
34 or of the casual nature or terms of the employment it is  
35 impracticable to compute the average weekly wages, as defined  
36 in this subsection, regard shall be had to the average weekly  
37 amount which during the fifty-two (52) weeks previous to the  
38 injury was being earned by a person in the same grade employed  
39 at the same work by the same employer or, if there is no person so  
40 employed, by a person in the same grade employed in the same  
41 class of employment in the same district.
- 42 (3) Wherever allowances of any character made to an employee  
43 in lieu of wages are a specified part of the wage contract, they  
44 shall be deemed a part of the employee's earnings.
- 45 (4) In computing the average weekly wages to be used in  
46 calculating an award for permanent impairment under  
47 IC 22-3-3-10 for a student employee in an approved training  
48 program under IC 20-37-2-7, the following formula shall be used.  
49 Calculate the product of:
- 50 (A) the student employee's hourly wage rate; multiplied by

- 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 or products~~ to an
- 35 employee under IC 22-3-2 through IC 22-3-6. **Except as otherwise**
- 36 **provided in IC 22-3-2 through IC 22-3-6, the term includes a**
- 37 **medical service facility.**
- 38 (j) "Medical service facility" means any of the following that
- 39 provides a service or product under IC 22-3-2 through IC 22-3-6:
- 40 (1) A hospital (as defined in IC 16-18-2-179).
- 41 (2) A hospital based health facility (as defined in
- 42 IC 16-18-2-180).
- 43 (3) A medical center (as defined in IC 16-18-2-223.4).
- 44 **The term does not include a professional corporation (as defined**
- 45 **in IC 23-1.5-1-10) comprised of health care professionals (as**
- 46 **defined in IC 23-1.5-1-8) formed to render professional services as**
- 47 **set forth in IC 23-1.5-2-3(a)(4) or a health care professional (as**
- 48 **defined in IC 23-1.5-1-8) who bills for a service or product**
- 49 **provided under IC 22-3-2 through IC 22-3-6 as an individual or a**
- 50 **member of a group practice.**
- 51 (k) "Pecuniary liability" means the responsibility of an employer



1 or the employer's insurance carrier for the payment of the charges for  
 2 each specific service or product for human medical treatment provided  
 3 under IC 22-3-2 through IC 22-3-6, **as follows:**

4 **(1) This subdivision applies before July 1, 2014, to all medical**  
 5 **service providers, and after June 30, 2014, to a medical**  
 6 **service provider that is not a medical service facility. Payment**  
 7 **of the charges** in a defined community, equal to or less than the  
 8 charges made by medical service providers at the eightieth  
 9 percentile in the same community for like services or products.

10 **(2) This subdivision applies after June 30, 2014, to a medical**  
 11 **service facility. Payment of the charges in a reasonable**  
 12 **amount, which is established by payment of one (1) of the**  
 13 **following:**

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

17 **(i) The employer.**

18 **(ii) The employer's insurance carrier.**

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

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

23 **(B) Two hundred percent (200%) of the amount that would**  
 24 **be paid to the medical service facility on the same date for**  
 25 **the same service or product under the medical service**  
 26 **facility's Medicare reimbursement rate, if an amount has**  
 27 **not been negotiated as described in clause (A).**

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

31 SECTION 12. IC 22-3-7-9, AS AMENDED BY HEA 1325-2013,  
 32 SECTION 11, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 33 JULY 1, 2013]: Sec. 9. (a) As used in this chapter, "employer" includes  
 34 the state and any political subdivision, any municipal corporation  
 35 within the state, any individual or the legal representative of a deceased  
 36 individual, firm, association, limited liability company, or corporation  
 37 or the receiver or trustee of the same, using the services of another for  
 38 pay. A parent corporation and its subsidiaries shall each be considered  
 39 joint employers of the corporation's, the parent's, or the subsidiaries'  
 40 employees for purposes of sections 6 and 33 of this chapter. Both a  
 41 lessor and a lessee of employees shall each be considered joint  
 42 employers of the employees provided by the lessor to the lessee for  
 43 purposes of sections 6 and 33 of this chapter. The term also includes an  
 44 employer that provides on-the-job training under the federal School to  
 45 Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set forth  
 46 under section 2.5 of this chapter. If the employer is insured, the term  
 47 includes the employer's insurer so far as applicable. However, the  
 48 inclusion of an employer's insurer within this definition does not allow  
 49 an employer's insurer to avoid payment for services rendered to an  
 50 employee with the approval of the employer. The term does not include  
 51 a nonprofit corporation that is recognized as tax exempt under Section

1 501(c)(3) of the Internal Revenue Code (as defined in IC 6-3-1-11(a))  
 2 to the extent the corporation enters into an independent contractor  
 3 agreement with a person for the performance of youth coaching  
 4 services on a part-time basis.

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

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

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

23 (A) is an independent contractor in the construction trades and  
 24 does not make the election provided under this subdivision,  
 25 the owner must obtain a certificate of exemption under section  
 26 34.5 of this chapter; or

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

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

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

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

45 (4) Real estate professionals are not employees under this chapter  
 46 if:

47 (A) they are licensed real estate agents;

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

50 (C) they have written agreements with real estate brokers

- 1           stating that they are not to be treated as employees for tax  
2           purposes.
- 3           (5) A person is an independent contractor in the construction  
4           trades and not an employee under this chapter if the person is an  
5           independent contractor under the guidelines of the United States  
6           Internal Revenue Service.
- 7           (6) An owner-operator that provides a motor vehicle and the  
8           services of a driver under a written contract that is subject to  
9           IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor  
10          carrier is not an employee of the motor carrier for purposes of this  
11          chapter. The owner-operator may elect to be covered and have the  
12          owner-operator's drivers covered under a worker's compensation  
13          insurance policy or authorized self-insurance that insures the  
14          motor carrier if the owner-operator pays the premiums as  
15          requested by the motor carrier. An election by an owner-operator  
16          under this subdivision does not terminate the independent  
17          contractor status of the owner-operator for any purpose other than  
18          the purpose of this subdivision.
- 19          (7) An unpaid participant under the federal School to Work  
20          Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the  
21          extent set forth under section 2.5 of this chapter.
- 22          (8) A person who enters into an independent contractor agreement  
23          with a nonprofit corporation that is recognized as tax exempt  
24          under Section 501(c)(3) of the Internal Revenue Code (as defined  
25          in IC 6-3-1-11(a)) to perform youth coaching services on a  
26          part-time basis is not an employee for purposes of this chapter.
- 27          (9) An officer of a corporation who is the sole officer of the  
28          corporation is an employee of the corporation under this chapter.  
29          An officer of a corporation who is the sole officer of the  
30          corporation may elect not to be an employee of the corporation  
31          under this chapter. If an officer makes this election, the officer  
32          must serve written notice of the election on the corporation's  
33          insurance carrier and the board. An officer of a corporation who  
34          is the sole officer of the corporation may not be considered to be  
35          excluded as an employee under this chapter until the notice is  
36          received by the insurance carrier and the board.
- 37          (10) An individual who is not an employee of the state or a  
38          political subdivision is considered to be a temporary employee of  
39          the state for purposes of this chapter while serving as a member  
40          of a mobile support unit on duty for training, an exercise, or a  
41          response, as set forth in IC 10-14-3-19(c)(2)(B).
- 42          (c) As used in this chapter, "minor" means an individual who has  
43          not reached seventeen (17) years of age. A minor employee shall be  
44          considered as being of full age for all purposes of this chapter.  
45          However, if the employee is a minor who, at the time of the last  
46          exposure, is employed, required, suffered, or permitted to work in  
47          violation of the child labor laws of this state, the amount of  
48          compensation and death benefits, as provided in this chapter, shall be  
49          double the amount which would otherwise be recoverable. The  
50          insurance carrier shall be liable on its policy for one-half (1/2) of the

1 compensation or benefits that may be payable on account of the  
2 disability or death of the minor, and the employer shall be wholly liable  
3 for the other one-half (1/2) of the compensation or benefits. If the  
4 employee is a minor who is not less than sixteen (16) years of age and  
5 who has not reached seventeen (17) years of age, and who at the time  
6 of the last exposure is employed, suffered, or permitted to work at any  
7 occupation which is not prohibited by law, the provisions of this  
8 subsection prescribing double the amount otherwise recoverable do not  
9 apply. The rights and remedies granted to a minor under this chapter on  
10 account of disease shall exclude all rights and remedies of the minor,  
11 the minor's parents, the minor's personal representatives, dependents,  
12 or next of kin at common law, statutory or otherwise, on account of any  
13 disease.

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

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

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

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

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

47 (3) In all cases of occupational diseases caused by the inhalation  
48 of asbestos dust, no compensation shall be payable unless  
49 disablement, as defined in subsection (e), occurs within three (3)  
50 years after the last day of the last exposure to the hazards of the

- 1 disease if the last day of the last exposure was before July 1, 1985.  
2 (4) In all cases of occupational disease caused by the inhalation  
3 of asbestos dust in which the last date of the last exposure occurs  
4 on or after July 1, 1985, and before July 1, 1988, no compensation  
5 shall be payable unless disablement, as defined in subsection (e),  
6 occurs within twenty (20) years after the last day of the last  
7 exposure.  
8 (5) In all cases of occupational disease caused by the inhalation  
9 of asbestos dust in which the last date of the last exposure occurs  
10 on or after July 1, 1988, no compensation shall be payable unless  
11 disablement (as defined in subsection (e)) occurs within  
12 thirty-five (35) years after the last day of the last exposure.  
13 (g) For the purposes of this chapter, no compensation shall be  
14 payable for or on account of death resulting from any occupational  
15 disease unless death occurs within two (2) years after the date of  
16 disablement. However, this subsection does not bar compensation for  
17 death:  
18 (1) where death occurs during the pendency of a claim filed by an  
19 employee within two (2) years after the date of disablement and  
20 which claim has not resulted in a decision or has resulted in a  
21 decision which is in process of review or appeal; or  
22 (2) where, by agreement filed or decision rendered, a  
23 compensable period of disability has been fixed and death occurs  
24 within two (2) years after the end of such fixed period, but in no  
25 event later than three hundred (300) weeks after the date of  
26 disablement.  
27 (h) As used in this chapter, "billing review service" refers to a  
28 person or an entity that reviews a medical service provider's bills or  
29 statements for the purpose of determining pecuniary liability. The term  
30 includes an employer's worker's compensation insurance carrier if the  
31 insurance carrier performs such a review.  
32 (i) As used in this chapter, "billing review standard" means the data  
33 used by a billing review service to determine pecuniary liability.  
34 (j) As used in this chapter, "community" means a geographic service  
35 area based on ZIP code districts defined by the United States Postal  
36 Service according to the following groupings:  
37 (1) The geographic service area served by ZIP codes with the first  
38 three (3) digits 463 and 464.  
39 (2) The geographic service area served by ZIP codes with the first  
40 three (3) digits 465 and 466.  
41 (3) The geographic service area served by ZIP codes with the first  
42 three (3) digits 467 and 468.  
43 (4) The geographic service area served by ZIP codes with the first  
44 three (3) digits 469 and 479.  
45 (5) The geographic service area served by ZIP codes with the first  
46 three (3) digits 460, 461 (except 46107), and 473.  
47 (6) The geographic service area served by the 46107 ZIP code and  
48 ZIP codes with the first three (3) digits 462.  
49 (7) The geographic service area served by ZIP codes with the first  
50 three (3) digits 470, 471, 472, 474, and 478.

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

3 (k) As used in this chapter, "medical service provider" refers to a  
4 person or an entity that provides ~~medical services~~ ~~treatment~~, or ~~supplies~~  
5 **or products** to an employee under this chapter. **Except as otherwise**  
6 **provided in this chapter, the term includes a medical service**  
7 **facility.**

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

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

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

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

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

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

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

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

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

39 (i) The employer.

40 (ii) The employer's insurance carrier.

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

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

45 (B) Two hundred percent (200%) of the amount that would  
46 be paid to the medical service facility on the same date for  
47 the same service or product under the medical service  
48 facility's Medicare reimbursement rate, if an amount has  
49 not been negotiated as described in clause (A).

50 (n) "Service or product" or "services and products" refers to  
51 medical, hospital, surgical, or nursing service, treatment, and

1 **supplies provided under this chapter.**

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

- 32 (1) the extraordinary circumstances that have precluded a
- 33 determination of liability within the initial sixty (60) days;
- 34 (2) the status of the investigation on the date the petition is filed;
- 35 (3) the facts or circumstances that are necessary to make a
- 36 determination; and
- 37 (4) a timetable for the completion of the remaining investigation.

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

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

- 42 (1) the employee has returned to work;
- 43 (2) the employee has died;
- 44 (3) the employee has refused to undergo a medical examination
- 45 under section 20 of this chapter;
- 46 (4) the employee has received five hundred (500) weeks of
- 47 temporary total disability benefits or has been paid the maximum
- 48 compensation allowable under section 19 of this chapter; or
- 49 (5) the employee is unable or unavailable to work for reasons
- 50 unrelated to the compensable disease.

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

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

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

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

48 (f) For disablements occurring on and after July 1, 1974, from  
49 occupational disease resulting in temporary partial disability for work  
50 there shall be paid to the disabled employee during such disability a



1 weekly compensation equal to sixty-six and two-thirds percent (66  
2 2/3%) of the difference between the employee's average weekly wages,  
3 as defined in section 19 of this chapter, and the weekly wages at which  
4 the employee is actually employed after the disablement, for a period  
5 not to exceed three hundred (300) weeks. Compensation shall be  
6 allowed for the first seven (7) calendar days only if the disability  
7 continues for longer than twenty-one (21) days. In case of partial  
8 disability after the period of temporary total disability, the latter period  
9 shall be included as a part of the maximum period allowed for partial  
10 disability.

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

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

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

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

42 (1) Amputations: For the loss by separation, of the thumb, sixty  
43 (60) weeks; of the index finger, forty (40) weeks; of the second  
44 finger, thirty-five (35) weeks; of the third or ring finger, thirty  
45 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the  
46 hand by separation below the elbow, two hundred (200) weeks; of  
47 the arm above the elbow joint, two hundred fifty (250) weeks; of  
48 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;  
49 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)  
50 weeks; of the fifth or little toe, ten (10) weeks; of the foot below

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

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

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

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

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

38 (3) The loss of more than one (1) phalange of a thumb or toe shall  
 39 be considered as the loss of the entire thumb or toe. The loss of  
 40 more than two (2) phalanges of a finger shall be considered as the  
 41 loss of the entire finger. The loss of not more than one (1)  
 42 phalange of a thumb or toe shall be considered as the loss of  
 43 one-half (1/2) of the degrees of permanent impairment for the loss  
 44 of the entire thumb or toe. The loss of not more than one (1)  
 45 phalange of a finger shall be considered as the loss of one-third  
 46 (1/3) of the finger and compensation shall be paid for one-third  
 47 (1/3) of the degrees payable for the loss of the entire finger. The  
 48 loss of more than one (1) phalange of the finger but not more than  
 49 two (2) phalanges of the finger shall be considered as the loss of  
 50 one-half (1/2) of the finger and compensation shall be paid for

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

1 board, not exceeding forty (40) degrees of permanent impairment  
2 except that no compensation shall be payable under this  
3 subdivision where compensation is payable elsewhere in this  
4 section.

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

9 (1) With respect to disablements occurring on and after July 1,  
10 1991, and before July 1, 1992, for each degree of permanent  
11 impairment from one (1) to thirty-five (35), five hundred dollars  
12 (\$500) per degree; for each degree of permanent impairment from  
13 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per  
14 degree; for each degree of permanent impairment above fifty (50),  
15 one thousand five hundred dollars (\$1,500) per degree.

16 (2) With respect to disablements occurring on and after July 1,  
17 1992, and before July 1, 1993, for each degree of permanent  
18 impairment from one (1) to twenty (20), five hundred dollars  
19 (\$500) per degree; for each degree of permanent impairment from  
20 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)  
21 per degree; for each degree of permanent impairment from  
22 thirty-six (36) to fifty (50), one thousand three hundred dollars  
23 (\$1,300) per degree; for each degree of permanent impairment  
24 above fifty (50), one thousand seven hundred dollars (\$1,700) per  
25 degree.

26 (3) With respect to disablements occurring on and after July 1,  
27 1993, and before July 1, 1997, for each degree of permanent  
28 impairment from one (1) to ten (10), five hundred dollars (\$500)  
29 per degree; for each degree of permanent impairment from eleven  
30 (11) to twenty (20), seven hundred dollars (\$700) per degree; for  
31 each degree of permanent impairment from twenty-one (21) to  
32 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
33 each degree of permanent impairment from thirty-six (36) to fifty  
34 (50), one thousand four hundred dollars (\$1,400) per degree; for  
35 each degree of permanent impairment above fifty (50), one  
36 thousand seven hundred dollars (\$1,700) per degree.

37 (4) With respect to disablements occurring on and after July 1,  
38 1997, and before July 1, 1998, for each degree of permanent  
39 impairment from one (1) to ten (10), seven hundred fifty dollars  
40 (\$750) per degree; for each degree of permanent impairment from  
41 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per  
42 degree; for each degree of permanent impairment from thirty-six  
43 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
44 degree; for each degree of permanent impairment above fifty (50),  
45 one thousand seven hundred dollars (\$1,700) per degree.

46 (5) With respect to disablements occurring on and after July 1,  
47 1998, and before July 1, 1999, for each degree of permanent  
48 impairment from one (1) to ten (10), seven hundred fifty dollars  
49 (\$750) per degree; for each degree of permanent impairment from  
50 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per

1 degree; for each degree of permanent impairment from thirty-six  
2 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
3 degree; for each degree of permanent impairment above fifty (50),  
4 one thousand seven hundred dollars (\$1,700) per degree.  
5 (6) With respect to disablements occurring on and after July 1,  
6 1999, and before July 1, 2000, for each degree of permanent  
7 impairment from one (1) to ten (10), nine hundred dollars (\$900)  
8 per degree; for each degree of permanent impairment from eleven  
9 (11) to thirty-five (35), one thousand one hundred dollars  
10 (\$1,100) per degree; for each degree of permanent impairment  
11 from thirty-six (36) to fifty (50), one thousand six hundred dollars  
12 (\$1,600) per degree; for each degree of permanent impairment  
13 above fifty (50), two thousand dollars (\$2,000) per degree.  
14 (7) With respect to disablements occurring on and after July 1,  
15 2000, and before July 1, 2001, for each degree of permanent  
16 impairment from one (1) to ten (10), one thousand one hundred  
17 dollars (\$1,100) per degree; for each degree of permanent  
18 impairment from eleven (11) to thirty-five (35), one thousand  
19 three hundred dollars (\$1,300) per degree; for each degree of  
20 permanent impairment from thirty-six (36) to fifty (50), two  
21 thousand dollars (\$2,000) per degree; for each degree of  
22 permanent impairment above fifty (50), two thousand five  
23 hundred fifty dollars (\$2,500) per degree.  
24 (8) With respect to disablements occurring on and after July 1,  
25 2001, and before July 1, 2007, for each degree of permanent  
26 impairment from one (1) to ten (10), one thousand three hundred  
27 dollars (\$1,300) per degree; for each degree of permanent  
28 impairment from eleven (11) to thirty-five (35), one thousand five  
29 hundred dollars (\$1,500) per degree; for each degree of  
30 permanent impairment from thirty-six (36) to fifty (50), two  
31 thousand four hundred dollars (\$2,400) per degree; for each  
32 degree of permanent impairment above fifty (50), three thousand  
33 dollars (\$3,000) per degree.  
34 (9) With respect to disablements occurring on and after July 1,  
35 2007, and before July 1, 2008, for each degree of permanent  
36 impairment from one (1) to ten (10), one thousand three hundred  
37 forty dollars (\$1,340) per degree; for each degree of permanent  
38 impairment from eleven (11) to thirty-five (35), one thousand five  
39 hundred forty-five dollars (\$1,545) per degree; for each degree of  
40 permanent impairment from thirty-six (36) to fifty (50), two  
41 thousand four hundred seventy-five dollars (\$2,475) per degree;  
42 for each degree of permanent impairment above fifty (50), three  
43 thousand one hundred fifty dollars (\$3,150) per degree.  
44 (10) With respect to disablements occurring on and after July 1,  
45 2008, and before July 1, 2009, for each degree of permanent  
46 impairment from one (1) to ten (10), one thousand three hundred  
47 sixty-five dollars (\$1,365) per degree; for each degree of  
48 permanent impairment from eleven (11) to thirty-five (35), one  
49 thousand five hundred seventy dollars (\$1,570) per degree; for  
50 each degree of permanent impairment from thirty-six (36) to fifty

1 (50), two thousand five hundred twenty-five dollars (\$2,525) per  
2 degree; for each degree of permanent impairment above fifty (50),  
3 three thousand two hundred dollars (\$3,200) per degree.  
4 (11) With respect to disablements occurring on and after July 1,  
5 2009, and before July 1, 2010, for each degree of permanent  
6 impairment from one (1) to ten (10), one thousand three hundred  
7 eighty dollars (\$1,380) per degree; for each degree of permanent  
8 impairment from eleven (11) to thirty-five (35), one thousand five  
9 hundred eighty-five dollars (\$1,585) per degree; for each degree  
10 of permanent impairment from thirty-six (36) to fifty (50), two  
11 thousand six hundred dollars (\$2,600) per degree; for each degree  
12 of permanent impairment above fifty (50), three thousand three  
13 hundred dollars (\$3,300) per degree.  
14 (12) With respect to disablements occurring on and after July 1,  
15 2010, **and before July 1, 2014**, for each degree of permanent  
16 impairment from one (1) to ten (10), one thousand four hundred  
17 dollars (\$1,400) per degree; for each degree of permanent  
18 impairment from eleven (11) to thirty-five (35), one thousand six  
19 hundred dollars (\$1,600) per degree; for each degree of  
20 permanent impairment from thirty-six (36) to fifty (50), two  
21 thousand seven hundred dollars (\$2,700) per degree; for each  
22 degree of permanent impairment above fifty (50), three thousand  
23 five hundred dollars (\$3,500) per degree.  
24 **(13) With respect to disablements occurring on and after July**  
25 **1, 2014, and before July 1, 2015, for each degree of permanent**  
26 **impairment from one (1) to ten (10), one thousand five**  
27 **hundred seventeen dollars (\$1,517) per degree; for each**  
28 **degree of permanent impairment from eleven (11) to**  
29 **thirty-five (35), one thousand seven hundred seventeen dollars**  
30 **(\$1,717) per degree; for each degree of permanent**  
31 **impairment from thirty-six (36) to fifty (50), two thousand**  
32 **eight hundred sixty-two dollars (\$2,862) per degree; for each**  
33 **degree of permanent impairment above fifty (50), three**  
34 **thousand six hundred eighty-seven dollars (\$3,687) per**  
35 **degree.**  
36 (14) With respect to disablements occurring on and after July  
37 1, 2015, and before July 1, 2016, for each degree of permanent  
38 impairment from one (1) to ten (10), one thousand six  
39 hundred thirty-three dollars (\$1,633) per degree; for each  
40 degree of permanent impairment from eleven (11) to  
41 thirty-five (35), one thousand eight hundred thirty-five dollars  
42 (\$1,835) per degree; for each degree of permanent  
43 impairment from thirty-six (36) to fifty (50), three thousand  
44 twenty-four dollars (\$3,024) per degree; for each degree of  
45 permanent impairment above fifty (50), three thousand eight  
46 hundred seventy-three dollars (\$3,873) per degree.  
47 (15) With respect to disablements occurring on and after July  
48 1, 2016, for each degree of permanent impairment from one  
49 (1) to ten (10), one thousand seven hundred fifty dollars  
50 (\$1,750) per degree; for each degree of permanent  
51 impairment from eleven (11) to thirty-five (35), one thousand

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

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

9           (1) With respect to disablements occurring on or after July 1,  
 10           1991, and before July 1, 1992, four hundred ninety-two dollars  
 11           (\$492).

12           (2) With respect to disablements occurring on or after July 1,  
 13           1992, and before July 1, 1993, five hundred forty dollars (\$540).

14           (3) With respect to disablements occurring on or after July 1,  
 15           1993, and before July 1, 1994, five hundred ninety-one dollars  
 16           (\$591).

17           (4) With respect to disablements occurring on or after July 1,  
 18           1994, and before July 1, 1997, six hundred forty-two dollars  
 19           (\$642).

20           (5) With respect to disablements occurring on or after July 1,  
 21           1997, and before July 1, 1998, six hundred seventy-two dollars  
 22           (\$672).

23           (6) With respect to disablements occurring on or after July 1,  
 24           1998, and before July 1, 1999, seven hundred two dollars (\$702).

25           (7) With respect to disablements occurring on or after July 1,  
 26           1999, and before July 1, 2000, seven hundred thirty-two dollars  
 27           (\$732).

28           (8) With respect to disablements occurring on or after July 1,  
 29           2000, and before July 1, 2001, seven hundred sixty-two dollars  
 30           (\$762).

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

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

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

40           (12) With respect to ~~injuries~~ **disablements** occurring on or after  
 41           July 1, 2007, and before July 1, 2008, nine hundred thirty dollars  
 42           (\$930).

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

46           (14) With respect to ~~injuries~~ **disablements** occurring on or after  
 47           July 1, 2009, **and before July 1, 2014**, nine hundred seventy-five  
 48           dollars (\$975).

49           **(15) With respect to disablements occurring on or after July**  
 50           **1, 2014, and before July 1, 2015, one thousand forty dollars**



1           **(\$1,040).**

2           **(16) With respect to disablements occurring on or after July**  
3           **1, 2015, and before July 1, 2016, one thousand one hundred**  
4           **five dollars (\$1,105).**

5           **(17) With respect to disablements occurring on or after July**  
6           **1, 2016, one thousand one hundred seventy dollars (\$1,170).**

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

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

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

47          (q) If an employee receives a permanent disability from an  
48          occupational disease such as specified in subsection (k)(1), (k)(4),  
49          (k)(5), (k)(8), or (k)(9) after having sustained another such permanent  
50          disability in the same employment the employee shall be entitled to  
51          compensation for both such disabilities, but the total compensation

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

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

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

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

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

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

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

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

50 SECTION 14. IC 22-3-7-17, AS AMENDED BY P.L.168-2011,

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

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

48 (c) Regardless of when it occurs, where a compensable occupational  
 49 disease results in the amputation of a body part, the enucleation of an  
 50 eye, or the loss of natural teeth, the employer shall furnish an

1 appropriate artificial member, braces, and prosthodontics. The cost of  
 2 repairs to or replacements for the artificial members, braces, or  
 3 prosthodontics that result from a compensable occupational disease  
 4 pursuant to a prior award and are required due to either medical  
 5 necessity or normal wear and tear, determined according to the  
 6 employee's individual use, but not abuse, of the artificial member,  
 7 braces, or prosthodontics, shall be paid from the second injury fund  
 8 upon order or award of the worker's compensation board. The  
 9 employee is not required to meet any other requirement for admission  
 10 to the second injury fund.

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

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

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

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

32 (g) The employee and the employee's estate do not have liability to  
 33 a ~~health care~~ **medical service** provider for payment for services  
 34 obtained under this section. The right to order payment for all services  
 35 provided under this chapter is solely with the board. All claims by a  
 36 ~~health care~~ **medical service** provider for payment for services are  
 37 against the employer and the employer's insurance carrier, if any, and  
 38 must be made with the board under this chapter. After June 30, 2011,  
 39 a ~~health care~~ **medical service** provider must file an application for  
 40 adjustment of a claim for a ~~health care~~ **medical service** provider's fee  
 41 with the board not later than two (2) years after the receipt of an initial  
 42 written communication from the employer, the employer's insurance  
 43 carrier, if any, or an agent acting on behalf of the employer after the  
 44 ~~health care~~ **medical service** provider submits a bill for services. To  
 45 offset a part of the board's expenses related to the administration of  
 46 ~~health care~~ **medical service** provider reimbursement disputes, a  
 47 ~~hospital or facility that is a medical service provider (as defined in~~  
 48 ~~IC 22-3-6-1) facility~~ shall pay a filing fee of sixty dollars (\$60) in a  
 49 balance billing case. The filing fee must accompany each application  
 50 filed with the board. If an employer, employer's insurance carrier, or an

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

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

11 SECTION 15. IC 22-3-7-17.2 IS AMENDED TO READ AS  
 12 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 17.2. (a) A billing  
 13 review service shall adhere to the following requirements to determine  
 14 the pecuniary liability of an employer or an employer's insurance  
 15 carrier for a specific service or product covered under this chapter  
 16 **provided before July 1, 2014, by all medical service providers, and**  
 17 **after June 30, 2014, by a medical service provider that is not a**  
 18 **medical service facility:**

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

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

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

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

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

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

50 (A) **The employer.**

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

- 1           **(C) A billing review service on behalf of a person described**  
 2           **in clause (A) or (B).**
- 3           **(D) A direct provider network that has contracted with a**  
 4           **person described in clause (A) or (B).**
- 5           **(2) Two hundred percent (200%) of the amount that would be**  
 6           **paid to the medical service facility on the same date for the**  
 7           **same service or product under the medical service facility's**  
 8           **Medicare reimbursement rate, if an amount has not been**  
 9           **negotiated as described in subdivision (1).**
- 10          **(c) The payment to a medical service provider for an implant**  
 11          **furnished to an employee under this chapter may not exceed the**  
 12          **invoice amount plus twenty-five percent (25%).**
- 13          ~~(b)~~ **(d) A medical service provider may request an explanation from**  
 14          a billing review service if the medical service provider's bill has been  
 15          reduced as a result of application of the eightieth percentile or of a  
 16          Current Procedural Terminology (CPT) or Medicare coding change.  
 17          The request must be made not later than sixty (60) days after receipt of  
 18          the notice of the reduction. If a request is made, the billing review  
 19          service must provide:
- 20                (1) the name of the billing review service used to make the  
 21                reduction;
- 22                (2) the dollar amount of the reduction;
- 23                (3) the dollar amount of the medical service at the eightieth  
 24                percentile; and
- 25                (4) in the case of a CPT or Medicare coding change, the basis  
 26                upon which the change was made;
- 27          not later than thirty (30) days after the date of the request.
- 28          ~~(c)~~ **(e) If, after a hearing, the worker's compensation board finds that**  
 29          a billing review service used a billing review standard that did not  
 30          comply with subsection (a)(1) through ~~(a)(4)~~ **(a)(3), as applicable,** in  
 31          determining the pecuniary liability of an employer or an employer's  
 32          insurance carrier for a ~~health care~~ **medical service** provider's charge  
 33          for services or products covered under occupational disease  
 34          compensation, the worker's compensation board may assess a civil  
 35          penalty against the billing review service in an amount not less than  
 36          one hundred dollars (\$100) and not more than one thousand dollars  
 37          (\$1,000).
- 38          SECTION 16. IC 22-3-7-17.4 IS ADDED TO THE INDIANA  
 39          CODE AS A NEW SECTION TO READ AS FOLLOWS  
 40          [EFFECTIVE JULY 1, 2013]: **Sec. 17.4. (a) As used in this section,**  
 41          **"legend drug" has the meaning set forth in IC 25-26-14-7.**
- 42          **(b) As used in this section, "repackage" has the meaning set**  
 43          **forth in IC 25-26-14-9.3.**
- 44          **(c) This subsection does not apply to a retail or mail order**  
 45          **pharmacy. Except as provided in subsection (d), whenever a**  
 46          **prescription covered by this chapter is filled using a repackaged**  
 47          **legend drug, the maximum reimbursement amount for the**  
 48          **repackaged legend drug must be computed using the average**  
 49          **wholesale price set by the original manufacturer for the legend**  
 50          **drug.**
- 51          **(d) If the National Drug Code (established under Section 510 of**

1 **the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. 360) for a**  
 2 **legend drug cannot be determined from the medical service**  
 3 **provider's billing or statement, the maximum reimbursement**  
 4 **amount for the repackaged legend drug under subsection (c) is the**  
 5 **lowest cost generic for that legend drug.**

6 SECTION 17. IC 22-3-7-19, AS AMENDED BY P.L.134-2006,  
 7 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 8 JULY 1, 2013]: Sec. 19. (a) In computing compensation for temporary  
 9 total disability, temporary partial disability, and total permanent  
 10 disability, with respect to occupational diseases occurring on and after  
 11 July 1, 1985, and before July 1, 1986, the average weekly wages are  
 12 considered to be:

13 (1) not more than two hundred sixty-seven dollars (\$267); and

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

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

19 (1) not more than two hundred eighty-five dollars (\$285); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

51 (h) In computing compensation for temporary total disability,

- 1 temporary partial disability, and total permanent disability, with respect  
 2 to occupational diseases occurring on and after July 1, 1993, and before  
 3 July 1, 1994, the average weekly wages are considered to be:
- 4 (1) not more than five hundred ninety-one dollars (\$591); and
  - 5 (2) not less than seventy-five dollars (\$75).
- 6 (i) In computing compensation for temporary total disability,  
 7 temporary partial disability and total permanent disability, with respect  
 8 to occupational diseases occurring on and after July 1, 1994, and before  
 9 July 1, 1997, the average weekly wages are considered to be:
- 10 (1) not more than six hundred forty-two dollars (\$642); and
  - 11 (2) not less than seventy-five dollars (\$75).
- 12 (j) In computing compensation for temporary total disability,  
 13 temporary partial disability, and total permanent disability, the average  
 14 weekly wages are considered to be:
- 15 (1) with respect to occupational diseases occurring on and after  
 16 July 1, 1997, and before July 1, 1998:
    - 17 (A) not more than six hundred seventy-two dollars (\$672); and
    - 18 (B) not less than seventy-five dollars (\$75);
  - 19 (2) with respect to occupational diseases occurring on and after  
 20 July 1, 1998, and before July 1, 1999:
    - 21 (A) not more than seven hundred two dollars (\$702); and
    - 22 (B) not less than seventy-five dollars (\$75);
  - 23 (3) with respect to occupational diseases occurring on and after  
 24 July 1, 1999, and before July 1, 2000:
    - 25 (A) not more than seven hundred thirty-two dollars (\$732);
    - 26 and
    - 27 (B) not less than seventy-five dollars (\$75);
  - 28 (4) with respect to occupational diseases occurring on and after  
 29 July 1, 2000, and before July 1, 2001:
    - 30 (A) not more than seven hundred sixty-two dollars (\$762); and
    - 31 (B) not less than seventy-five dollars (\$75);
  - 32 (5) with respect to disablements occurring on and after July 1,  
 33 2001, and before July 1, 2002:
    - 34 (A) not more than eight hundred twenty-two dollars (\$822);
    - 35 and
    - 36 (B) not less than seventy-five dollars (\$75);
  - 37 (6) with respect to disablements occurring on and after July 1,  
 38 2002, and before July 1, 2006:
    - 39 (A) not more than eight hundred eighty-two dollars (\$882);
    - 40 and
    - 41 (B) not less than seventy-five dollars (\$75);
  - 42 (7) with respect to disablements occurring on and after July 1,  
 43 2006, and before July 1, 2007:
    - 44 (A) not more than nine hundred dollars (\$900); and
    - 45 (B) not less than seventy-five dollars (\$75);
  - 46 (8) with respect to disablements occurring on and after July 1,  
 47 2007, and before July 1, 2008:
    - 48 (A) not more than nine hundred thirty dollars (\$930); and
    - 49 (B) not less than seventy-five dollars (\$75);
  - 50 (9) with respect to disablements occurring on and after July 1,



- 1 2008, and before July 1, 2009:
- 2 (A) not more than nine hundred fifty-four dollars (\$954); and
- 3 (B) not less than seventy-five dollars (\$75);
- 4 (10) with respect to disablements occurring on and after July 1,
- 5 2009, **and before July 1, 2014:**
- 6 (A) not more than nine hundred seventy-five dollars (\$975);
- 7 and
- 8 (B) not less than seventy-five dollars (\$75);
- 9 **(11) with respect to disablements occurring on and after July**
- 10 **1, 2014, and before July 1, 2015:**
- 11 (A) **not more than one thousand forty dollars (\$1,040); and**
- 12 (B) **not less than seventy-five dollars (\$75);**
- 13 **(12) with respect to disablements occurring on and after July**
- 14 **1, 2015, and before July 1, 2016:**
- 15 (A) **not more than one thousand one hundred five dollars**
- 16 **(\$1,105); and**
- 17 (B) **not less than seventy-five dollars (\$75); and**
- 18 **(13) with respect to disablements occurring on and after July**
- 19 **1, 2016:**
- 20 (A) **not more than one thousand one hundred seventy**
- 21 **dollars (\$1,170); and**
- 22 (B) **not less than seventy-five dollars (\$75).**
- 23 (k) The maximum compensation with respect to disability or death
- 24 occurring on and after July 1, 1985, and before July 1, 1986, which
- 25 shall be paid for occupational disease and the results thereof under the
- 26 provisions of this chapter or under any combination of its provisions
- 27 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
- 28 (l) The maximum compensation with respect to disability or death
- 29 occurring on and after July 1, 1986, and before July 1, 1988, which
- 30 shall be paid for occupational disease and the results thereof under the
- 31 provisions of this chapter or under any combination of its provisions
- 32 may not exceed ninety-five thousand dollars (\$95,000) in any case.
- 33 (m) The maximum compensation with respect to disability or death
- 34 occurring on and after July 1, 1988, and before July 1, 1989, that shall
- 35 be paid for occupational disease and the results thereof under this
- 36 chapter or under any combination of its provisions may not exceed one
- 37 hundred twenty-eight thousand dollars (\$128,000) in any case.
- 38 (n) The maximum compensation with respect to disability or death
- 39 occurring on and after July 1, 1989, and before July 1, 1990, that shall
- 40 be paid for occupational disease and the results thereof under this
- 41 chapter or under any combination of its provisions may not exceed one
- 42 hundred thirty-seven thousand dollars (\$137,000) in any case.
- 43 (o) The maximum compensation with respect to disability or death
- 44 occurring on and after July 1, 1990, and before July 1, 1991, that shall
- 45 be paid for occupational disease and the results thereof under this
- 46 chapter or under any combination of its provisions may not exceed one
- 47 hundred forty-seven thousand dollars (\$147,000) in any case.
- 48 (p) The maximum compensation with respect to disability or death
- 49 occurring on and after July 1, 1991, and before July 1, 1992, that shall
- 50 be paid for occupational disease and the results thereof under this
- 51 chapter or under any combination of the provisions of this chapter may

- 1 not exceed one hundred sixty-four thousand dollars (\$164,000) in any  
2 case.
- 3 (q) The maximum compensation with respect to disability or death  
4 occurring on and after July 1, 1992, and before July 1, 1993, that shall  
5 be paid for occupational disease and the results thereof under this  
6 chapter or under any combination of the provisions of this chapter may  
7 not exceed one hundred eighty thousand dollars (\$180,000) in any case.
- 8 (r) The maximum compensation with respect to disability or death  
9 occurring on and after July 1, 1993, and before July 1, 1994, that shall  
10 be paid for occupational disease and the results thereof under this  
11 chapter or under any combination of the provisions of this chapter may  
12 not exceed one hundred ninety-seven thousand dollars (\$197,000) in  
13 any case.
- 14 (s) The maximum compensation with respect to disability or death  
15 occurring on and after July 1, 1994, and before July 1, 1997, that shall  
16 be paid for occupational disease and the results thereof under this  
17 chapter or under any combination of the provisions of this chapter may  
18 not exceed two hundred fourteen thousand dollars (\$214,000) in any  
19 case.
- 20 (t) The maximum compensation that shall be paid for occupational  
21 disease and the results of an occupational disease under this chapter or  
22 under any combination of the provisions of this chapter may not exceed  
23 the following amounts in any case:
- 24 (1) With respect to disability or death occurring on and after July  
25 1, 1997, and before July 1, 1998, two hundred twenty-four  
26 thousand dollars (\$224,000).
- 27 (2) With respect to disability or death occurring on and after July  
28 1, 1998, and before July 1, 1999, two hundred thirty-four  
29 thousand dollars (\$234,000).
- 30 (3) With respect to disability or death occurring on and after July  
31 1, 1999, and before July 1, 2000, two hundred forty-four thousand  
32 dollars (\$244,000).
- 33 (4) With respect to disability or death occurring on and after July  
34 1, 2000, and before July 1, 2001, two hundred fifty-four thousand  
35 dollars (\$254,000).
- 36 (5) With respect to disability or death occurring on and after July  
37 1, 2001, and before July 1, 2002, two hundred seventy-four  
38 thousand dollars (\$274,000).
- 39 (6) With respect to disability or death occurring on and after July  
40 1, 2002, and before July 1, 2006, two hundred ninety-four  
41 thousand dollars (\$294,000).
- 42 (7) With respect to disability or death occurring on and after July  
43 1, 2006, and before July 1, 2007, three hundred thousand dollars  
44 (\$300,000).
- 45 (8) With respect to disability or death occurring on and after July  
46 1, 2007, and before July 1, 2008, three hundred ten thousand  
47 dollars (\$310,000).
- 48 (9) With respect to disability or death occurring on and after July  
49 1, 2008, and before July 1, 2009, three hundred eighteen thousand  
50 dollars (\$318,000).

- 1 (10) With respect to disability or death occurring on ~~or~~ **and** after  
 2 July 1, 2009, **and before July 1, 2014**, three hundred twenty-five  
 3 thousand dollars (\$325,000).  
 4 **(11) With respect to disability or death occurring on and after**  
 5 **July 1, 2014, and before July 1, 2015, three hundred**  
 6 **forty-seven thousand dollars (\$347,000).**  
 7 **(12) With respect to disability or death occurring on and after**  
 8 **July 1, 2015, and before July 1, 2016, three hundred**  
 9 **sixty-eight thousand dollars (\$368,000).**  
 10 **(13) With respect to disability or death occurring on and after**  
 11 **July 1, 2016, three hundred ninety thousand dollars**  
 12 **(\$390,000).**

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

37 (v) The provisions of this article may not be construed to result in  
 38 an award of benefits in which the number of weeks paid or to be paid  
 39 for temporary total disability, temporary partial disability, or permanent  
 40 total disability benefits combined exceeds five hundred (500) weeks.  
 41 This section shall not be construed to prevent a person from applying  
 42 for an award under IC 22-3-3-13. However, in case of permanent total  
 43 disability resulting from a disablement occurring on or after January 1,  
 44 1998, the minimum total benefit shall not be less than seventy-five  
 45 thousand dollars (\$75,000).

46 SECTION 18. IC 22-3-7-36, AS AMENDED BY P.L.99-2007,  
 47 SECTION 185, IS AMENDED TO READ AS FOLLOWS  
 48 [EFFECTIVE JULY 1, 2013]: Sec. 36. (a) Whenever disablement or  
 49 death from an occupational disease arising out of and in the course of  
 50 the employment for which compensation is payable under this chapter,  
 51 shall have been sustained under circumstances creating in some other

1 person than the employer and not in the same employ a legal liability  
2 to pay damages in respect thereto, the injured employee, or the  
3 employee's dependents, in case of death, may commence legal  
4 proceedings against such other person to recover damages  
5 notwithstanding such employer's or such employer's occupational  
6 disease insurance carrier's payment of, or liability to pay, compensation  
7 under this chapter. In such case, however, if the action against such  
8 other person is brought by the injured employee or the employee's  
9 dependents and judgment is obtained and paid and accepted and  
10 settlement is made with such other person, either with or without suit,  
11 then from the amount received by such employee or dependents there  
12 shall be paid to the employer, or such employer's occupational disease  
13 insurance carrier, the amount of compensation paid to such employee  
14 or dependents, plus the ~~medical, hospital, and nurses'~~ services and  
15 ~~supplies~~ **products** and burial expense paid by the employer or such  
16 employer's occupational disease insurance carrier, and the liability of  
17 the employer or such employer's occupational disease insurance carrier  
18 to pay further compensation or other expenses shall thereupon  
19 terminate, whether or not one (1) or all of the dependents are entitled  
20 to share in the proceeds of the settlement or recovery and whether or  
21 not one (1) or all of the dependents could have maintained the action  
22 or claim for wrongful death.

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

38 (c) In the event an employee, or in the event of the employee's death,  
39 the employee's dependents, shall procure a final judgment against such  
40 other person other than by agreement, for disablement or death from an  
41 occupational disease arising out of and in the course of the employment  
42 and such judgment is for a lesser sum than the amount for which the  
43 employer or such employer's occupational disease insurance carrier is  
44 liable for compensation and for ~~medical, surgical, hospital, and nurse's~~  
45 services and ~~supplies,~~ **products**, as of the date the judgment becomes  
46 final, then the employee, or in the event of the employee's death, the  
47 employee's dependents, shall have the option of either collecting such  
48 judgment and repaying the employer or such employer's occupational  
49 disease insurance carrier for compensation previously drawn, if any,  
50 and repaying the employer or such employer's occupational disease

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

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

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

40 (f) If said employee, or in the event of the employee's death, the  
 41 employee's dependents, shall fail to institute legal proceedings, against  
 42 such other person for damages within two (2) years after said cause of  
 43 action accrues, the employer or such employer's occupational disease  
 44 insurance carrier, having paid compensation or having been liable  
 45 therefor, may collect in their own name or in the name of the employee  
 46 with a disability, or in the case of the employee's death, in the name of  
 47 the employee's dependents, from the other person in whom legal  
 48 liability for damage exists, the compensation paid or payable to the  
 49 employee with a disability or to the employee's dependents, plus the  
 50 ~~medical, surgical, hospital, and nurse's~~ services and **supplies products**

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

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

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

35 (i) No release or settlement of claim for damages by reason of such  
36 injury or death, and no satisfaction of judgment in such proceedings  
37 shall be valid without the written consent of both employer or such  
38 employer's occupational disease insurance carrier, and employee, or the  
39 employee's dependents. However, in the case of the employer or such  
40 employer's occupational disease insurance carrier, such consent shall  
41 not be required where the employer or such employer's occupational  
42 disease insurance carrier has been fully indemnified or protected by  
43 court order.

44 SECTION 19. IC 27-7-2-20.2 IS AMENDED TO READ AS  
45 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 20.2. (a) Every  
46 company and the bureau shall file with the commissioner all minimum  
47 premiums, rates, and supplementary rate information that are to be used  
48 in Indiana. Such minimum premiums, rates, and supplementary rate  
49 information must be submitted to the commissioner at least thirty (30)  
50 days before the effective date. The commissioner shall disapprove a

1 filing that does not meet the requirements of section 20.1 of this  
 2 chapter. A filing shall be deemed approved unless disapproved by the  
 3 commissioner within thirty (30) days after the filing is made. A  
 4 company may adopt by reference, with or without deviation, the  
 5 minimum premiums, rates, and supplementary rate information filed by  
 6 another company or by the bureau.

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

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

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

20 SECTION 20. IC 27-7-2-40 IS ADDED TO THE INDIANA CODE  
 21 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY  
 22 1, 2013]: **Sec. 40. The bureau may collect data from its members  
 23 under this chapter, including:**

24 (1) **claims data;**

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

27 (3) **proof of coverage data such as employer identification  
 28 information, classification information, carrier information,  
 29 agency identification information, premium information, and  
 30 payroll data.**

31 **Unless this chapter specifically states otherwise, all data collected  
 32 by the bureau from its members is confidential and shall not be  
 33 disclosed or disseminated to third parties unless consented to by  
 34 the bureau. To the extent this chapter authorizes the bureau to  
 35 share the data with the department or the worker's compensation  
 36 board, the data must remain confidential. The department and the  
 37 worker's compensation board shall not publish the data or  
 38 distribute the data to third parties.**

39 SECTION 21. [EFFECTIVE JULY 1, 2013] (a) **As used in this  
 40 SECTION, "committee" refers to the interim study committee on  
 41 insurance established by IC 2-5-33.3-2.**

42 (b) **The general assembly urges the legislative council to assign  
 43 to the committee, during the 2013 interim, the study of the  
 44 following:**

45 (1) **The minimum payment amounts for services or products  
 46 covered under worker's compensation or occupational  
 47 diseases compensation and provided by medical service  
 48 facilities.**

49 (2) **The payment for services or products covered under  
 50 worker's compensation or occupational diseases  
 51 compensation and provided by hospital employed physicians.**

- 1           **(3) The electronic submission and payment of worker's**  
2           **compensation and occupational diseases compensation claims**  
3           **filed by medical service providers, including the applicability**  
4           **of the "clean claim" procedures described in IC 27-8-5.7.**  
5           **(4) The determination of payment amounts for implants**  
6           **covered under worker's compensation and occupational**  
7           **diseases compensation.**  
8           **(5) The establishment and membership of an advisory**  
9           **committee to advise the worker's compensation board in the**  
10           **administration of the worker's compensation and**  
11           **occupational diseases compensation program under IC 22-3-2**  
12           **through IC 22-3-7.**  
13           **(c) If the committee is assigned the topics described in**  
14           **subsection (b), the committee shall issue a report to the legislative**  
15           **council containing the committee's findings and recommendations,**  
16           **including any recommended legislation, not later than November**  
17           **1, 2013.**  
18           **(d) This SECTION expires January 1, 2014.**  
              (Reference is to EHB 1320 as reprinted April 10, 2013.)



**Conference Committee Report**  
**on**  
**Engrossed House Bill 1320**

**S**igned by:

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Representative Lehman  
Chairperson

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Senator Boots

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Representative DeLaney

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Senator Tallian

**House Conferees**

**Senate Conferees**