
HOUSE BILL No. 1320

DIGEST OF INTRODUCED BILL

Citations Affected: IC 22-3; IC 27-7-2-20.2.

Synopsis: Worker's compensation. Specifies the pecuniary liability for worker's compensation payments to a medical service facility. Allows a medical services provider to request an explanation from a billing review service if the medical services provider's bill has been reduced as a result of the application of a Medicare coding change. Prohibits basing compensation to a billing review service on an amount by which claims are reduced. Increases average weekly wages used to determine worker's compensation and occupational disease benefit amounts. Defines "medical service facility" and "service and/or product" for purposes of the worker's compensation law. Provides for worker's compensation insurance policy periods as permitted in certain rules. Specifies clean claim payment requirements related to worker's compensation claims. Specifies that information filed as confidential with the worker's compensation bureau of Indiana is confidential. Makes conforming amendments.

Effective: July 1, 2013.

Lehman

January 17, 2013, read first time and referred to Committee on Employment, Labor and Pensions.

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First Regular Session 118th General Assembly (2013)

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

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

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2012 Regular Session of the General Assembly.

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HOUSE BILL No. 1320



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

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

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



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

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

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

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

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

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

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

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

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

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

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

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



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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42 ~~(4) The billing review standard shall include the billing charges~~

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- 1 of all hospitals in the applicable community for the service or
 2 product.
- 3 **(b) The pecuniary liability of an employer or an employer's**
 4 **insurance carrier for a specific service or product covered under**
 5 **worker's compensation and provided by a medical service facility**
 6 **is equal to either of the following:**
- 7 **(1) The amount negotiated between the medical service**
 8 **facility and any of the following, if an amount has been**
 9 **negotiated:**
- 10 **(A) The employer.**
 11 **(B) The employer's insurance carrier.**
 12 **(C) A billing review service on behalf of a person described**
 13 **in clause (A) or (B).**
- 14 **(2) Not more than one hundred seventy-five percent (175%)**
 15 **of the amount payable under Medicare for the same service**
 16 **or product, if an amount has not been negotiated as described**
 17 **in subdivision (1).**
- 18 ~~(b)~~ **(c)** A medical service provider may request an explanation from
 19 a billing review service if the medical service provider's bill has been
 20 reduced as a result of application of the eightieth percentile or of a
 21 Current Procedural Terminology (CPT) **or Medicare** coding change.
 22 The request must be made not later than sixty (60) days after receipt of
 23 the notice of the reduction. If a request is made, the billing review
 24 service must provide:
- 25 (1) the name of the billing review service used to make the
 26 reduction;
 27 (2) the dollar amount of the reduction;
 28 (3) the dollar amount of the ~~medical~~ **service or product** at the
 29 eightieth percentile; and
 30 (4) in the case of a CPT **or Medicare** coding change, the basis
 31 upon which the change was made;
 32 not later than thirty (30) days after the date of the request.
- 33 ~~(c)~~ **(d)** If, after a hearing, the worker's compensation board finds that
 34 a billing review service used a billing review standard that did not
 35 comply with subsection (a)(1) through ~~(a)(4)~~ **(a)(3), as applicable**, in
 36 determining the pecuniary liability of an employer or an employer's
 37 insurance carrier for a ~~health care~~ **medical service** provider's charge
 38 for services or products covered under worker's compensation, the
 39 worker's compensation board may assess a civil penalty against the
 40 billing review service in an amount not less than one hundred dollars
 41 (\$100) and not more than one thousand dollars (\$1,000).
 42 **(e) The compensation of a billing review service for the**

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1 **performance of functions related to determining pecuniary liability**
2 **as described in this section may not be based on an amount by**
3 **which claims are reduced for payment.**

4 SECTION 5. IC 22-3-3-10, AS AMENDED BY P.L.3-2008,
5 SECTION 156, IS AMENDED TO READ AS FOLLOWS
6 [EFFECTIVE JULY 1, 2013]: Sec. 10. (a) With respect to injuries in
7 the schedule set forth in subsection (d) occurring on and after July 1,
8 1979, and before July 1, 1988, the employee shall receive, in addition
9 to temporary total disability benefits not to exceed fifty-two (52) weeks
10 on account of the injury, a weekly compensation of sixty percent (60%)
11 of the employee's average weekly wages, not to exceed one hundred
12 twenty-five dollars (\$125) average weekly wages, for the period stated
13 for the injury.

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

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

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

35 (1) Amputation: For the loss by separation of the thumb, sixty
36 (60) weeks, of the index finger forty (40) weeks, of the second
37 finger thirty-five (35) weeks, of the third or ring finger thirty (30)
38 weeks, of the fourth or little finger twenty (20) weeks, of the hand
39 by separation below the elbow joint two hundred (200) weeks, or
40 the arm above the elbow two hundred fifty (250) weeks, of the big
41 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the
42 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,

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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)

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1 average weekly wages, for the period stated for the injury.
 2 (g) With respect to injuries in the schedule set forth in subsection
 3 (h) occurring on and after July 1, 1989, and before July 1, 1990, the
 4 employee shall receive, in addition to temporary total disability benefits
 5 not exceeding seventy-eight (78) weeks on account of the injury, a
 6 weekly compensation of sixty percent (60%) of the employee's average
 7 weekly wages, not to exceed one hundred eighty-three dollars (\$183)
 8 average weekly wages, for the period stated for the injury.
 9 (h) With respect to injuries in the following schedule occurring on
 10 and after July 1, 1990, and before July 1, 1991, the employee shall
 11 receive, in addition to temporary total disability benefits not exceeding
 12 seventy-eight (78) weeks on account of the injury, a weekly
 13 compensation of sixty percent (60%) of the employee's average weekly
 14 wages, not to exceed two hundred dollars (\$200) average weekly
 15 wages, for the period stated for the injury.
 16 (1) Loss of use: The total permanent loss of the use of an arm,
 17 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 18 as the equivalent of the loss by separation of the arm, hand,
 19 thumb, finger, leg, foot, toe, or phalange, and compensation shall
 20 be paid for the same period as for the loss thereof by separation.
 21 (2) Partial loss of use: For the permanent partial loss of the use of
 22 an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 23 compensation shall be paid for the proportionate loss of the use of
 24 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
 25 (3) For injuries resulting in total permanent disability, five
 26 hundred (500) weeks.
 27 (4) For any permanent reduction of the sight of an eye less than a
 28 total loss as specified in subsection (d)(3), compensation shall be
 29 paid for a period proportionate to the degree of such permanent
 30 reduction without correction or glasses. However, when such
 31 permanent reduction without correction or glasses would result in
 32 one hundred percent (100%) loss of vision, but correction or
 33 glasses would result in restoration of vision, then in such event
 34 compensation shall be paid for fifty percent (50%) of such total
 35 loss of vision without glasses, plus an additional amount equal to
 36 the proportionate amount of such reduction with glasses, not to
 37 exceed an additional fifty percent (50%).
 38 (5) For any permanent reduction of the hearing of one (1) or both
 39 ears, less than the total loss as specified in subsection (d)(4),
 40 compensation shall be paid for a period proportional to the degree
 41 of such permanent reduction.
 42 (6) In all other cases of permanent partial impairment,

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1 compensation proportionate to the degree of such permanent
 2 partial impairment, in the discretion of the worker's compensation
 3 board, not exceeding five hundred (500) weeks.
 4 (7) In all cases of permanent disfigurement which may impair the
 5 future usefulness or opportunities of the employee, compensation,
 6 in the discretion of the worker's compensation board, not
 7 exceeding two hundred (200) weeks, except that no compensation
 8 shall be payable under this subdivision where compensation is
 9 payable elsewhere in this section.
 10 (i) With respect to injuries in the following schedule occurring on
 11 and after July 1, 1991, the employee shall receive in addition to
 12 temporary total disability benefits, not exceeding one hundred
 13 twenty-five (125) weeks on account of the injury, compensation in an
 14 amount determined under the following schedule to be paid weekly at
 15 a rate of sixty-six and two-thirds percent (66 2/3%) of the employee's
 16 average weekly wages during the fifty-two (52) weeks immediately
 17 preceding the week in which the injury occurred.
 18 (1) Amputation: For the loss by separation of the thumb, twelve
 19 (12) degrees of permanent impairment; of the index finger, eight
 20 (8) degrees of permanent impairment; of the second finger, seven
 21 (7) degrees of permanent impairment; of the third or ring finger,
 22 six (6) degrees of permanent impairment; of the fourth or little
 23 finger, four (4) degrees of permanent impairment; of the hand by
 24 separation below the elbow joint, forty (40) degrees of permanent
 25 impairment; of the arm above the elbow, fifty (50) degrees of
 26 permanent impairment; of the big toe, twelve (12) degrees of
 27 permanent impairment; of the second toe, six (6) degrees of
 28 permanent impairment; of the third toe, four (4) degrees of
 29 permanent impairment; of the fourth toe, three (3) degrees of
 30 permanent impairment; of the fifth or little toe, two (2) degrees of
 31 permanent impairment; by separation of the foot below the knee
 32 joint, thirty-five (35) degrees of permanent impairment; and of the
 33 leg above the knee joint, forty-five (45) degrees of permanent
 34 impairment.
 35 (2) Amputations: For the loss by separation of any of the body
 36 parts described in subdivision (1) on or after July 1, 1997, and for
 37 the loss by separation of any of the body parts described in
 38 subdivision (3), (5), or (8), on or after July 1, 1999, the dollar
 39 values per degree applying on the date of the injury as described
 40 in subsection (j) shall be multiplied by two (2). However, the
 41 doubling provision of this subdivision does not apply to a loss of
 42 use that is not a loss by separation.

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

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compensation, whichever is greater.

(12) For any permanent reduction of the sight of an eye less than a total loss as specified in subsection (h)(4), the compensation shall be paid in an amount proportionate to the degree of a permanent reduction without correction or glasses. However, when a permanent reduction without correction or glasses would result in one hundred percent (100%) loss of vision, then compensation shall be paid for fifty percent (50%) of the total loss of vision without glasses, plus an additional amount equal to the proportionate amount of the reduction with glasses, not to exceed an additional fifty percent (50%).

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

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

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

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

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

(2) With respect to injuries occurring on and after July 1, 1992, and before July 1, 1993, for each degree of permanent impairment from one (1) to twenty (20), five hundred dollars (\$500) per degree; for each degree of permanent impairment from twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)

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1 per degree; for each degree of permanent impairment from
2 thirty-six (36) to fifty (50), one thousand three hundred dollars
3 (\$1,300) per degree; for each degree of permanent impairment
4 above fifty (50), one thousand seven hundred dollars (\$1,700) per
5 degree.

6 (3) With respect to injuries occurring on and after July 1, 1993,
7 and before July 1, 1997, for each degree of permanent impairment
8 from one (1) to ten (10), five hundred dollars (\$500) per degree;
9 for each degree of permanent impairment from eleven (11) to
10 twenty (20), seven hundred dollars (\$700) per degree; for each
11 degree of permanent impairment from twenty-one (21) to
12 thirty-five (35), one thousand dollars (\$1,000) per degree; for
13 each degree of permanent impairment from thirty-six (36) to fifty
14 (50), one thousand four hundred dollars (\$1,400) per degree; for
15 each degree of permanent impairment above fifty (50), one
16 thousand seven hundred dollars (\$1,700) per degree.

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

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

35 (6) With respect to injuries occurring on and after July 1, 1999,
36 and before July 1, 2000, for each degree of permanent impairment
37 from one (1) to ten (10), nine hundred dollars (\$900) per degree;
38 for each degree of permanent impairment from eleven (11) to
39 thirty-five (35), one thousand one hundred dollars (\$1,100) per
40 degree; for each degree of permanent impairment from thirty-six
41 (36) to fifty (50), one thousand six hundred dollars (\$1,600) per
42 degree; for each degree of permanent impairment above fifty (50),

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- 1 two thousand dollars (\$2,000) per degree.
 2 (7) With respect to injuries occurring on and after July 1, 2000,
 3 and before July 1, 2001, for each degree of permanent impairment
 4 from one (1) to ten (10), one thousand one hundred dollars
 5 (\$1,100) per degree; for each degree of permanent impairment
 6 from eleven (11) to thirty-five (35), one thousand three hundred
 7 dollars (\$1,300) per degree; for each degree of permanent
 8 impairment from thirty-six (36) to fifty (50), two thousand dollars
 9 (\$2,000) per degree; for each degree of permanent impairment
 10 above fifty (50), two thousand five hundred fifty dollars (\$2,500)
 11 per degree.
 12 (8) With respect to injuries occurring on and after July 1, 2001,
 13 and before July 1, 2007, for each degree of permanent impairment
 14 from one (1) to ten (10), one thousand three hundred dollars
 15 (\$1,300) per degree; for each degree of permanent impairment
 16 from eleven (11) to thirty-five (35), one thousand five hundred
 17 dollars (\$1,500) per degree; for each degree of permanent
 18 impairment from thirty-six (36) to fifty (50), two thousand four
 19 hundred dollars (\$2,400) per degree; for each degree of
 20 permanent impairment above fifty (50), three thousand dollars
 21 (\$3,000) per degree.
 22 (9) With respect to injuries occurring on and after July 1, 2007,
 23 and before July 1, 2008, for each degree of permanent impairment
 24 from one (1) to ten (10), one thousand three hundred forty dollars
 25 (\$1,340) per degree; for each degree of permanent impairment
 26 from eleven (11) to thirty-five (35), one thousand five hundred
 27 forty-five dollars (\$1,545) per degree; for each degree of
 28 permanent impairment from thirty-six (36) to fifty (50), two
 29 thousand four hundred seventy-five dollars (\$2,475) per degree;
 30 for each degree of permanent impairment above fifty (50), three
 31 thousand one hundred fifty dollars (\$3,150) per degree.
 32 (10) With respect to injuries occurring on and after July 1, 2008,
 33 and before July 1, 2009, for each degree of permanent impairment
 34 from one (1) to ten (10), one thousand three hundred sixty-five
 35 dollars (\$1,365) per degree; for each degree of permanent
 36 impairment from eleven (11) to thirty-five (35), one thousand five
 37 hundred seventy dollars (\$1,570) per degree; for each degree of
 38 permanent impairment from thirty-six (36) to fifty (50), two
 39 thousand five hundred twenty-five dollars (\$2,525) per degree; for
 40 each degree of permanent impairment above fifty (50), three
 41 thousand two hundred dollars (\$3,200) per degree.
 42 (11) With respect to injuries occurring on and after July 1, 2009,

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1 and before July 1, 2010, for each degree of permanent impairment
 2 from one (1) to ten (10), one thousand three hundred eighty
 3 dollars (\$1,380) per degree; for each degree of permanent
 4 impairment from eleven (11) to thirty-five (35), one thousand five
 5 hundred eighty-five dollars (\$1,585) per degree; for each degree
 6 of permanent impairment from thirty-six (36) to fifty (50), two
 7 thousand six hundred dollars (\$2,600) per degree; for each degree
 8 of permanent impairment above fifty (50), three thousand three
 9 hundred dollars (\$3,300) per degree.

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

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

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

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

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

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

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

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

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

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

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

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

42 (11) With respect to injuries occurring on or after July 1, 2006,

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

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

4 (13) With respect to injuries occurring on or after July 1, 2008,
5 and before July 1, 2009, nine hundred fifty-four dollars (\$954).

6 (14) With respect to injuries occurring on or after July 1, 2009,
7 **and before July 1, 2013**, nine hundred seventy-five dollars
8 (\$975).

9 **(15) With respect to injuries occurring on or after July 1,**
10 **2013, one thousand one hundred twenty-five dollars (\$1,125).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 (e) 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, 1990, and before July 1, 1991,
 7 the average weekly wages are considered to be:
 8 (1) not more than four hundred forty-one dollars (\$441); 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 (f) 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, 1991, and before July 1, 1992,
 15 the average weekly wages are considered to be:
 16 (1) not more than four hundred ninety-two dollars (\$492); and
 17 (2) not less than seventy-five dollars (\$75).
 18 However, the weekly compensation payable shall not exceed the
 19 average weekly wages of the employee at the time of the injury.
 20 (g) 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, 1992, and before July 1, 1993,
 23 the average weekly wages are considered to be:
 24 (1) not more than five hundred forty dollars (\$540); and
 25 (2) not less than seventy-five dollars (\$75).
 26 However, the weekly compensation payable shall not exceed the
 27 average weekly wages of the employee at the time of the injury.
 28 (h) 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, 1993, and before July 1, 1994,
 31 the average weekly wages are considered to be:
 32 (1) not more than five hundred ninety-one dollars (\$591); 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 (i) 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, 1994, and before July 1, 1997,
 39 the average weekly wages are considered to be:
 40 (1) not more than six hundred forty-two dollars (\$642); and
 41 (2) not less than seventy-five dollars (\$75).
 42 However, the weekly compensation payable shall not exceed the

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

2 (j) In computing compensation for temporary total disability,
3 temporary partial disability, and total permanent disability, the average
4 weekly wages are considered to be:

5 (1) with respect to injuries occurring on and after July 1, 1997,
6 and before July 1, 1998:

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

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

9 (2) with respect to injuries occurring on and after July 1, 1998,
10 and before July 1, 1999:

11 (A) not more than seven hundred two dollars (\$702); and

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

13 (3) with respect to injuries occurring on and after July 1, 1999,
14 and before July 1, 2000:

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

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

18 (4) with respect to injuries occurring on and after July 1, 2000,
19 and before July 1, 2001:

20 (A) not more than seven hundred sixty-two dollars (\$762); and

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

22 (5) with respect to injuries occurring on and after July 1, 2001,
23 and before July 1, 2002:

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

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

27 (6) with respect to injuries occurring on and after July 1, 2002,
28 and before July 1, 2006:

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

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

32 (7) with respect to injuries occurring on and after July 1, 2006,
33 and before July 1, 2007:

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

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

36 (8) with respect to injuries occurring on and after July 1, 2007,
37 and before July 1, 2008:

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

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

40 (9) with respect to injuries occurring on and after July 1, 2008,
41 and before July 1, 2009:

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

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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, 2013:**

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

6 (B) not less than seventy-five dollars (\$75); **and**
 7 **(11) with respect to injuries occurring on and after July 1,**
 8 **2013:**

9 **(A) not more than one thousand one hundred twenty-five**
 10 **dollars (\$1,125); and**

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

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

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

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

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

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

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

39 (p) With respect to any injury occurring on and after July 1, 1991,
 40 and before July 1, 1992, the maximum compensation, exclusive of
 41 medical benefits, that may be paid for an injury under any provisions
 42 of this law or any combination of provisions may not exceed one

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- 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,

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1 and before July 1, 2008, three hundred ten thousand dollars
 2 (\$310,000).
 3 (9) With respect to an injury occurring on and after July 1, 2008,
 4 and before July 1, 2009, three hundred eighteen thousand dollars
 5 (\$318,000).
 6 (10) With respect to an injury occurring on and after July 1, 2009,
 7 **and before July 1, 2013**, three hundred twenty-five thousand
 8 dollars (\$325,000).
 9 **(11) With respect to an injury occurring on and after July 1,**
 10 **2013, three hundred seventy-five thousand dollars (\$375,000).**
 11 SECTION 7. IC 22-3-5-5 IS AMENDED TO READ AS FOLLOWS
 12 [EFFECTIVE JULY 1, 2013]: Sec. 5. (a) No insurer shall enter into or
 13 issue any policy of insurance under IC 22-3-2 through IC 22-3-6 until
 14 its policy form shall have been submitted to and approved by the
 15 department of insurance.
 16 (b) All policies of insurance companies and of reciprocal insurance
 17 associations insuring the payment of compensation under IC 22-3-2
 18 through IC 22-3-6 are conclusively presumed to cover all the
 19 employees and the entire compensation liability of the insured. Any
 20 provision in any policy attempting to limit or modify the liability of the
 21 company or association issuing the same shall be wholly void.
 22 (c) Every policy of any such company or association is deemed to
 23 include the following provisions and any change in the policy which
 24 may be required by any statute enacted after May 21, 1929, as fully as
 25 if they were written in the policy:
 26 (1) Except as provided in section 5.5 of this chapter, the insurer
 27 hereby assumes in full all the obligations to pay physician's fees,
 28 nurse's charges, hospital services, hospital supplies, burial
 29 expenses, compensation, or death benefits imposed upon or
 30 accepted by the insured under the provisions of IC 22-3-2 through
 31 IC 22-3-6.
 32 (2) This policy is made subject to IC 22-3-2 through IC 22-3-6
 33 relative to the liability of the insured to pay physician's fees,
 34 nurse's charges, hospital services, hospital supplies, burial
 35 expenses, compensation, or death benefits to and for the
 36 employees, the acceptance of such liability by the insured, the
 37 adjustment, trial, and adjudication of claims for such physician's
 38 fees, nurse's charges, hospital services, hospital supplies, burial
 39 expenses, compensation, or death benefits, and the liability of the
 40 insurer to pay the same are and shall be a part of this policy
 41 contract as fully and completely as if written in this policy.
 42 (3) As between this insurer and the employee, notice to or

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

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

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

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

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

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

37 **(C) the policy covers a period permitted in rules filed by**
 38 **the bureau and approved by the commissioner under**
 39 **IC 27-7-2-20, in which event it shall expire at the end of the**
 40 **period.**

41 The termination of a policy, as provided in this subdivision, shall
 42 be effective as to the employees of the insured covered by the

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

13 SECTION 8. IC 22-3-5-5.5 IS AMENDED TO READ AS
 14 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.5. (a) Each insurer
 15 entering into or issuing an insurance policy under IC 22-3-2 through
 16 IC 22-3-7 may, as a part of the policy or as an optional endorsement to
 17 the policy, offer deductibles or co-insurance, or both, that are optional
 18 to the insured for benefits under IC 22-3-2 through IC 22-3-7. Each
 19 insurer may do the following:

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

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

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

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

32 (b) An insurer shall fully disclose in writing to prospective
 33 policyholders the deductibles and co-insurance offered under
 34 subsection (a). An insured employer who chooses a deductible under
 35 subsection (a):

36 (1) may choose only one (1) deductible amount; and
 37 (2) is liable for the amount of the deductible for benefits paid for
 38 each compensable claim of an employee under IC 22-3-2 through
 39 IC 22-3-7.

40 (c) An insurer shall do the following:

41 (1) Where a policy provides for a deductible, the insurer shall:
 42 (A) pay all or a part of the deductible amount, whichever is

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

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1 penalty of not more than one thousand dollars (\$1,000) against an
2 employer that knowingly violates this subsection.

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

9 SECTION 9. IC 22-3-6-1, AS AMENDED BY P.L.168-2011,
10 SECTION 11, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
11 JULY 1, 2013]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the
12 context otherwise requires:

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

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

41 (1) An executive officer elected or appointed and empowered in
42 accordance with the charter and bylaws of a corporation, other

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1 than a municipal corporation or governmental subdivision or a
 2 charitable, religious, educational, or other nonprofit corporation,
 3 is an employee of the corporation under IC 22-3-2 through
 4 IC 22-3-6. An officer of a corporation who is the sole officer of
 5 the corporation is an employee of the corporation under IC 22-3-2
 6 through IC 22-3-6, but may elect not to be an employee of the
 7 corporation under IC 22-3-2 through IC 22-3-6. If an officer
 8 makes this election, the officer must serve written notice of the
 9 election on the corporation's insurance carrier and the board. An
 10 officer of a corporation who is the sole officer of the corporation
 11 may not be considered to be excluded as an employee under
 12 IC 22-3-2 through IC 22-3-6 until the notice is received by the
 13 insurance carrier and the board.

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

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

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

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

41 (B) is an independent contractor and does not make the
 42 election provided under this subdivision, the owner may obtain

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- 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 a hospital, clinic, surgery
 39 center, nursing home, rehabilitation center, or other health care
 40 facility that provides a service or product under IC 22-3-2 through
 41 IC 22-3-6.
 42 (k) "Pecuniary liability" means the responsibility of an employer



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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) For payment to a medical service provider that is not a**
5 **medical service facility, payment of the charges** in a defined
6 community, equal to or less than the charges made by medical
7 service providers at the eightieth percentile in the same
8 community for like services or products.

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

11 **(A) The amount negotiated between the medical service**
12 **facility and any of the following, if an amount has been**
13 **negotiated:**

14 **(i) The employer.**

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

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

18 **(B) Not more than one hundred seventy-five percent**
19 **(175%) of the amount payable under Medicare for the**
20 **same service or product, if an amount has not been**
21 **negotiated as described in clause (A).**

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

25 SECTION 10. IC 22-3-7-9, AS AMENDED BY P.L.6-2012,
26 SECTION 150, IS AMENDED TO READ AS FOLLOWS
27 [EFFECTIVE JULY 1, 2013]: Sec. 9. (a) As used in this chapter,
28 "employer" includes the state and any political subdivision, any
29 municipal corporation within the state, any individual or the legal
30 representative of a deceased individual, firm, association, limited
31 liability company, or corporation or the receiver or trustee of the same,
32 using the services of another for pay. A parent corporation and its
33 subsidiaries shall each be considered joint employers of the
34 corporation's, the parent's, or the subsidiaries' employees for purposes
35 of sections 6 and 33 of this chapter. Both a lessor and a lessee of
36 employees shall each be considered joint employers of the employees
37 provided by the lessor to the lessee for purposes of sections 6 and 33
38 of this chapter. The term also includes an employer that provides
39 on-the-job training under the federal School to Work Opportunities Act
40 (20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this
41 chapter. If the employer is insured, the term includes the employer's
42 insurer so far as applicable. However, the inclusion of an employer's

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

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

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

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

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

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

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

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

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

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

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

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

39 (e) As used in this chapter, "disablement" means the event of
 40 becoming disabled from earning full wages at the work in which the
 41 employee was engaged when last exposed to the hazards of the
 42 occupational disease by the employer from whom the employee claims

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1 compensation or equal wages in other suitable employment, and
2 "disability" means the state of being so incapacitated.

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

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

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

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

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

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

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

41 (1) where death occurs during the pendency of a claim filed by an
42 employee within two (2) years after the date of disablement and

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1 which claim has not resulted in a decision or has resulted in a
2 decision which is in process of review or appeal; or

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

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

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

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

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

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

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

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

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

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

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

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

34 (k) As used in this chapter, "medical service provider" refers to a
35 person or an entity that provides ~~medical services treatment, or supplies~~
36 **or products** to an employee under this chapter. **Except as otherwise**
37 **provided in this chapter, the term includes a medical service**
38 **facility.**

39 (l) As used in this chapter, "medical service facility" means a
40 **hospital, clinic, surgery center, nursing home, rehabilitation center,**
41 **or other health care facility that provides a service or product**
42 **under this chapter.**

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

5 **(1) For payment to a medical service provider that is not a**
6 **medical service facility, payment of the charges** in a defined
7 community, equal to or less than the charges made by medical
8 service providers at the eightieth percentile in the same
9 community for like services or products.

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

12 **(A) The amount negotiated between the medical service**
13 **facility and any of the following, if an amount has been**
14 **negotiated:**

15 **(i) The employer.**

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

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

19 **(B) Not more than one hundred seventy-five percent**
20 **(175%) of the amount payable under Medicare for the**
21 **same service or product, if an amount has not been**
22 **negotiated as described in clause (A).**

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

26 SECTION 11. IC 22-3-7-16, AS AMENDED BY P.L.168-2011,
27 SECTION 13, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
28 JULY 1, 2013]: Sec. 16. (a) Compensation shall be allowed on account
29 of disablement from occupational disease resulting in only temporary
30 total disability to work or temporary partial disability to work
31 beginning with the eighth day of such disability except for the medical
32 benefits provided for in section 17 of this chapter. Compensation shall
33 be allowed for the first seven (7) calendar days only as provided in this
34 section. The first weekly installment of compensation for temporary
35 disability is due fourteen (14) days after the disability begins. Not later
36 than fifteen (15) days from the date that the first installment of
37 compensation is due, the employer or the employer's insurance carrier
38 shall tender to the employee or to the employee's dependents, with all
39 compensation due, a properly prepared compensation agreement in a
40 form prescribed by the board. Whenever an employer or the employer's
41 insurance carrier denies or is not able to determine liability to pay
42 compensation or benefits, the employer or the employer's insurance

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1 carrier shall notify the worker's compensation board and the employee
 2 in writing on a form prescribed by the worker's compensation board not
 3 later than thirty (30) days after the employer's knowledge of the
 4 claimed disablement. If a determination of liability cannot be made
 5 within thirty (30) days, the worker's compensation board may approve
 6 an additional thirty (30) days upon a written request of the employer or
 7 the employer's insurance carrier that sets forth the reasons that the
 8 determination could not be made within thirty (30) days and states the
 9 facts or circumstances that are necessary to determine liability within
 10 the additional thirty (30) days. More than thirty (30) days of additional
 11 time may be approved by the worker's compensation board upon the
 12 filing of a petition by the employer or the employer's insurance carrier
 13 that sets forth:

- 14 (1) the extraordinary circumstances that have precluded a
- 15 determination of liability within the initial sixty (60) days;
- 16 (2) the status of the investigation on the date the petition is filed;
- 17 (3) the facts or circumstances that are necessary to make a
- 18 determination; and
- 19 (4) a timetable for the completion of the remaining investigation.

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

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

- 24 (1) the employee has returned to work;
- 25 (2) the employee has died;
- 26 (3) the employee has refused to undergo a medical examination
- 27 under section 20 of this chapter;
- 28 (4) the employee has received five hundred (500) weeks of
- 29 temporary total disability benefits or has been paid the maximum
- 30 compensation allowable under section 19 of this chapter; or
- 31 (5) the employee is unable or unavailable to work for reasons
- 32 unrelated to the compensable disease.

33 In all other cases the employer must notify the employee in writing of
 34 the employer's intent to terminate the payment of temporary total
 35 disability benefits, and of the availability of employment, if any, on a
 36 form approved by the board. If the employee disagrees with the
 37 proposed termination, the employee must give written notice of
 38 disagreement to the board and the employer within seven (7) days after
 39 receipt of the notice of intent to terminate benefits. If the board and
 40 employer do not receive a notice of disagreement under this section,
 41 the employee's temporary total disability benefits shall be terminated.
 42 Upon receipt of the notice of disagreement, the board shall immediately

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1 contact the parties, which may be by telephone or other means and
2 attempt to resolve the disagreement. If the board is unable to resolve
3 the disagreement within ten (10) days of receipt of the notice of
4 disagreement, the board shall immediately arrange for an evaluation of
5 the employee by an independent medical examiner. The independent
6 medical examiner shall be selected by mutual agreement of the parties
7 or, if the parties are unable to agree, appointed by the board under
8 IC 22-3-4-11. If the independent medical examiner determines that the
9 employee is no longer temporarily disabled or is still temporarily
10 disabled but can return to employment that the employer has made
11 available to the employee, or if the employee fails or refuses to appear
12 for examination by the independent medical examiner, temporary total
13 disability benefits may be terminated. If either party disagrees with the
14 opinion of the independent medical examiner, the party shall apply to
15 the board for a hearing under section 27 of this chapter.

16 (c) An employer is not required to continue the payment of
17 temporary total disability benefits for more than fourteen (14) days
18 after the employer's proposed termination date unless the independent
19 medical examiner determines that the employee is temporarily disabled
20 and unable to return to any employment that the employer has made
21 available to the employee.

22 (d) If it is determined that as a result of this section temporary total
23 disability benefits were overpaid, the overpayment shall be deducted
24 from any benefits due the employee under this section and, if there are
25 no benefits due the employee or the benefits due the employee do not
26 equal the amount of the overpayment, the employee shall be
27 responsible for paying any overpayment which cannot be deducted
28 from benefits due the employee.

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

38 (f) For disablements occurring on and after July 1, 1974, from
39 occupational disease resulting in temporary partial disability for work
40 there shall be paid to the disabled employee during such disability a
41 weekly compensation equal to sixty-six and two-thirds percent (66
42 2/3%) of the difference between the employee's average weekly wages,

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

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

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

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

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

40 (1) Amputations: For the loss by separation, of the thumb, sixty
 41 (60) weeks; of the index finger, forty (40) weeks; of the second
 42 finger, thirty-five (35) weeks; of the third or ring finger, thirty

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1 (30) weeks; of the fourth or little finger, twenty (20) weeks; of the
 2 hand by separation below the elbow, two hundred (200) weeks; of
 3 the arm above the elbow joint, two hundred fifty (250) weeks; of
 4 the big toe, sixty (60) weeks; of the second toe, thirty (30) weeks;
 5 of the third toe, twenty (20) weeks; of the fourth toe, fifteen (15)
 6 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
 7 the knee joint, one hundred fifty (150) weeks; and of the leg
 8 above the knee joint, two hundred (200) weeks. The loss of more
 9 than one (1) phalange of a thumb or toe shall be considered as the
 10 loss of the entire thumb or toe. The loss of more than two (2)
 11 phalanges of a finger shall be considered as the loss of the entire
 12 finger. The loss of not more than one (1) phalange of a thumb or
 13 toe shall be considered as the loss of one-half (1/2) of the thumb
 14 or toe and compensation shall be paid for one-half (1/2) of the
 15 period for the loss of the entire thumb or toe. The loss of not more
 16 than two (2) phalanges of a finger shall be considered as the loss
 17 of one-half (1/2) 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) Loss of Use: The total permanent loss of the use of an arm,
 20 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 21 as the equivalent of the loss by separation of the arm, hand,
 22 thumb, finger, leg, foot, toe, or phalange and the compensation
 23 shall be paid for the same period as for the loss thereof by
 24 separation.
 25 (3) Partial Loss of Use: For the permanent partial loss of the use
 26 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 27 compensation shall be paid for the proportionate loss of the use of
 28 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
 29 (4) For disablements for occupational disease resulting in total
 30 permanent disability, five hundred (500) weeks.
 31 (5) For the loss of both hands, or both feet, or the total sight of
 32 both eyes, or any two (2) of such losses resulting from the same
 33 disablement by occupational disease, five hundred (500) weeks.
 34 (6) For the permanent and complete loss of vision by enucleation
 35 of an eye or its reduction to one-tenth (1/10) of normal vision with
 36 glasses, one hundred fifty (150) weeks, and for any other
 37 permanent reduction of the sight of an eye, compensation shall be
 38 paid for a period proportionate to the degree of such permanent
 39 reduction without correction or glasses. However, when such
 40 permanent reduction without correction or glasses would result in
 41 one hundred percent (100%) loss of vision, but correction or
 42 glasses would result in restoration of vision, then compensation

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1 shall be paid for fifty percent (50%) of such total loss of vision
2 without glasses plus an additional amount equal to the
3 proportionate amount of such reduction with glasses, not to
4 exceed an additional fifty percent (50%).

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

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

11 (9) In all cases of permanent disfigurement, which may impair the
12 future usefulness or opportunities of the employee, compensation
13 in the discretion of the worker's compensation board, not
14 exceeding two hundred (200) weeks, except that no compensation
15 shall be payable under this paragraph where compensation shall
16 be payable under subdivisions (1) through (8). Where
17 compensation for temporary total disability has been paid, this
18 amount of compensation shall be deducted from any
19 compensation due for permanent disfigurement.

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

28 (1) Amputation: For the loss by separation of the thumb, twelve
29 (12) degrees of permanent impairment; of the index finger, eight
30 (8) degrees of permanent impairment; of the second finger, seven
31 (7) degrees of permanent impairment; of the third or ring finger,
32 six (6) degrees of permanent impairment; of the fourth or little
33 finger, four (4) degrees of permanent impairment; of the hand by
34 separation below the elbow joint, forty (40) degrees of permanent
35 impairment; of the arm above the elbow, fifty (50) degrees of
36 permanent impairment; of the big toe, twelve (12) degrees of
37 permanent impairment; of the second toe, six (6) degrees of
38 permanent impairment; of the third toe, four (4) degrees of
39 permanent impairment; of the fourth toe, three (3) degrees of
40 permanent impairment; of the fifth or little toe, two (2) degrees of
41 permanent impairment; of separation of the foot below the knee
42 joint, thirty-five (35) degrees of permanent impairment; and of the

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

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1 apply to a loss of use that is not a loss by separation.

2 (9) Partial loss of use: For the permanent partial loss of the use of
3 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a
4 phalange, compensation shall be paid for the proportionate loss of
5 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

6 (10) For disablements resulting in total permanent disability, the
7 amount payable for impairment or five hundred (500) weeks of
8 compensation, whichever is greater.

9 (11) For any permanent reduction of the sight of an eye less than
10 a total loss as specified in subdivision (5), the compensation shall
11 be paid in an amount proportionate to the degree of a permanent
12 reduction without correction or glasses. However, when a
13 permanent reduction without correction or glasses would result in
14 one hundred percent (100%) loss of vision, then compensation
15 shall be paid for fifty percent (50%) of the total loss of vision
16 without glasses, plus an additional amount equal to the
17 proportionate amount of the reduction with glasses, not to exceed
18 an additional fifty percent (50%).

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

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

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

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

39 (1) With respect to disablements occurring on and after July 1,
40 1991, and before July 1, 1992, for each degree of permanent
41 impairment from one (1) to thirty-five (35), five hundred dollars
42 (\$500) per degree; for each degree of permanent impairment from

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1 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
 2 degree; for each degree of permanent impairment above fifty (50),
 3 one thousand five hundred dollars (\$1,500) per degree.
 4 (2) With respect to disablements occurring on and after July 1,
 5 1992, and before July 1, 1993, for each degree of permanent
 6 impairment from one (1) to twenty (20), five hundred dollars
 7 (\$500) per degree; for each degree of permanent impairment from
 8 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)
 9 per degree; for each degree of permanent impairment from
 10 thirty-six (36) to fifty (50), one thousand three hundred dollars
 11 (\$1,300) per degree; for each degree of permanent impairment
 12 above fifty (50), one thousand seven hundred dollars (\$1,700) per
 13 degree.
 14 (3) With respect to disablements occurring on and after July 1,
 15 1993, and before July 1, 1997, for each degree of permanent
 16 impairment from one (1) to ten (10), five hundred dollars (\$500)
 17 per degree; for each degree of permanent impairment from eleven
 18 (11) to twenty (20), seven hundred dollars (\$700) per degree; for
 19 each degree of permanent impairment from twenty-one (21) to
 20 thirty-five (35), one thousand dollars (\$1,000) per degree; for
 21 each degree of permanent impairment from thirty-six (36) to fifty
 22 (50), one thousand four hundred dollars (\$1,400) per degree; for
 23 each degree of permanent impairment above fifty (50), one
 24 thousand seven hundred dollars (\$1,700) per degree.
 25 (4) With respect to disablements occurring on and after July 1,
 26 1997, and before July 1, 1998, for each degree of permanent
 27 impairment from one (1) to ten (10), seven hundred fifty dollars
 28 (\$750) per degree; for each degree of permanent impairment from
 29 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
 30 degree; for each degree of permanent impairment from thirty-six
 31 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
 32 degree; for each degree of permanent impairment above fifty (50),
 33 one thousand seven hundred dollars (\$1,700) per degree.
 34 (5) With respect to disablements occurring on and after July 1,
 35 1998, and before July 1, 1999, for each degree of permanent
 36 impairment from one (1) to ten (10), seven hundred fifty dollars
 37 (\$750) per degree; for each degree of permanent impairment from
 38 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per
 39 degree; for each degree of permanent impairment from thirty-six
 40 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per
 41 degree; for each degree of permanent impairment above fifty (50),
 42 one thousand seven hundred dollars (\$1,700) per degree.

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

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1 sixty-five dollars (\$1,365) per degree; for each degree of
 2 permanent impairment from eleven (11) to thirty-five (35), one
 3 thousand five hundred seventy dollars (\$1,570) per degree; for
 4 each degree of permanent impairment from thirty-six (36) to fifty
 5 (50), two thousand five hundred twenty-five dollars (\$2,525) per
 6 degree; for each degree of permanent impairment above fifty (50),
 7 three thousand two hundred dollars (\$3,200) per degree.

8 (11) With respect to disablements occurring on and after July 1,
 9 2009, and before July 1, 2010, for each degree of permanent
 10 impairment from one (1) to ten (10), one thousand three hundred
 11 eighty dollars (\$1,380) per degree; for each degree of permanent
 12 impairment from eleven (11) to thirty-five (35), one thousand five
 13 hundred eighty-five dollars (\$1,585) per degree; for each degree
 14 of permanent impairment from thirty-six (36) to fifty (50), two
 15 thousand six hundred dollars (\$2,600) per degree; for each degree
 16 of permanent impairment above fifty (50), three thousand three
 17 hundred dollars (\$3,300) per degree.

18 (12) With respect to disablements occurring on and after July 1,
 19 2010, for each degree of permanent impairment from one (1) to
 20 ten (10), one thousand four hundred dollars (\$1,400) per degree;
 21 for each degree of permanent impairment from eleven (11) to
 22 thirty-five (35), one thousand six hundred dollars (\$1,600) per
 23 degree; for each degree of permanent impairment from thirty-six
 24 (36) to fifty (50), two thousand seven hundred dollars (\$2,700)
 25 per degree; for each degree of permanent impairment above fifty
 26 (50), three thousand five hundred dollars (\$3,500) per degree.

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

30 (1) With respect to disablements occurring on or after July 1,
 31 1991, and before July 1, 1992, four hundred ninety-two dollars
 32 (\$492).

33 (2) With respect to disablements occurring on or after July 1,
 34 1992, and before July 1, 1993, five hundred forty dollars (\$540).

35 (3) With respect to disablements occurring on or after July 1,
 36 1993, and before July 1, 1994, five hundred ninety-one dollars
 37 (\$591).

38 (4) With respect to disablements occurring on or after July 1,
 39 1994, and before July 1, 1997, six hundred forty-two dollars
 40 (\$642).

41 (5) With respect to disablements occurring on or after July 1,
 42 1997, and before July 1, 1998, six hundred seventy-two dollars

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- 1 (\$672).
- 2 (6) With respect to disablements occurring on or after July 1,
- 3 1998, and before July 1, 1999, seven hundred two dollars (\$702).
- 4 (7) With respect to disablements occurring on or after July 1,
- 5 1999, and before July 1, 2000, seven hundred thirty-two dollars
- 6 (\$732).
- 7 (8) With respect to disablements occurring on or after July 1,
- 8 2000, and before July 1, 2001, seven hundred sixty-two dollars
- 9 (\$762).
- 10 (9) With respect to **injuries disablements** occurring on or after
- 11 July 1, 2001, and before July 1, 2002, eight hundred twenty-two
- 12 dollars (\$822).
- 13 (10) With respect to **injuries disablements** occurring on or after
- 14 July 1, 2002, and before July 1, 2006, eight hundred eighty-two
- 15 dollars (\$882).
- 16 (11) With respect to **injuries disablements** occurring on or after
- 17 July 1, 2006, and before July 1, 2007, nine hundred dollars
- 18 (\$900).
- 19 (12) With respect to **injuries disablements** occurring on or after
- 20 July 1, 2007, and before July 1, 2008, nine hundred thirty dollars
- 21 (\$930).
- 22 (13) With respect to **injuries disablements** occurring on or after
- 23 July 1, 2008, and before July 1, 2009, nine hundred fifty-four
- 24 dollars (\$954).
- 25 (14) With respect to **injuries disablements** occurring on or after
- 26 July 1, 2009, **and before July 1, 2013**, nine hundred seventy-five
- 27 dollars (\$975).
- 28 **(15) With respect to disablements occurring on or after July**
- 29 **1, 2013, one thousand one hundred twenty-five dollars**
- 30 **(\$1,125).**
- 31 (n) If any employee, only partially disabled, refuses employment
- 32 suitable to the employee's capacity procured for the employee, the
- 33 employee shall not be entitled to any compensation at any time during
- 34 the continuance of such refusal unless, in the opinion of the worker's
- 35 compensation board, such refusal was justifiable. The employee must
- 36 be served with a notice setting forth the consequences of the refusal
- 37 under this subsection. The notice must be in a form prescribed by the
- 38 worker's compensation board.
- 39 (o) If an employee has sustained a permanent impairment or
- 40 disability from an accidental injury other than an occupational disease
- 41 in another employment than that in which the employee suffered a
- 42 subsequent disability from an occupational disease, such as herein

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1 specified, the employee shall be entitled to compensation for the
2 subsequent disability in the same amount as if the previous impairment
3 or disability had not occurred. However, if the permanent impairment
4 or disability resulting from an occupational disease for which
5 compensation is claimed results only in the aggravation or increase of
6 a previously sustained permanent impairment from an occupational
7 disease or physical condition regardless of the source or cause of such
8 previously sustained impairment from an occupational disease or
9 physical condition, the board shall determine the extent of the
10 previously sustained permanent impairment from an occupational
11 disease or physical condition as well as the extent of the aggravation or
12 increase resulting from the subsequent permanent impairment or
13 disability, and shall award compensation only for that part of said
14 occupational disease or physical condition resulting from the
15 subsequent permanent impairment. An amputation of any part of the
16 body or loss of any or all of the vision of one (1) or both eyes caused by
17 an occupational disease shall be considered as a permanent impairment
18 or physical condition.

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

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

41 (r) When an employee has been awarded or is entitled to an award
42 of compensation for a definite period from an occupational disease

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1 wherein disablement occurs on and after April 1, 1963, and such
2 employee dies from other causes than such occupational disease,
3 payment of the unpaid balance of such compensation not exceeding
4 three hundred fifty (350) weeks shall be paid to the employee's
5 dependents of the second and third class as defined in sections 11
6 through 14 of this chapter and compensation, not exceeding five
7 hundred (500) weeks shall be made to the employee's dependents of the
8 first class as defined in sections 11 through 14 of this chapter.

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

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

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

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

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

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

41 SECTION 12. IC 22-3-7-17, AS AMENDED BY P.L.168-2011,
42 SECTION 14, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE

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

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

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1 ~~treatment~~, services and ~~supplies~~; **products**, provided that an employer
 2 may at any time permit an employee to have treatment for the
 3 employee's disease or injury by spiritual means or prayer in lieu of such
 4 physician, services and ~~supplies~~; **products**.

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

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

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

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

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

39 (g) The employee and the employee's estate do not have liability to
 40 a ~~health care~~ **medical service** provider for payment for services
 41 obtained under this section. The right to order payment for all services
 42 provided under this chapter is solely with the board. All claims by a

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

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

26 SECTION 13. IC 22-3-7-17.2 IS AMENDED TO READ AS
 27 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 17.2. (a) A billing
 28 review service shall adhere to the following requirements to determine
 29 the pecuniary liability of an employer or an employer's insurance
 30 carrier for a specific service or product covered under this chapter
 31 **provided by a medical service provider that is not a medical service**
 32 **facility:**

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

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

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

14 **(b) The pecuniary liability of an employer or an employer's**
 15 **insurance carrier for a specific service or product covered under**
 16 **worker's compensation and provided by a medical service facility**
 17 **is equal to the following:**

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

21 **(A) The employer.**

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

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

25 **(2) Not more than one hundred seventy-five percent (175%)**
 26 **of the amount payable under Medicare for the same service**
 27 **or product, if an amount has not been negotiated as described**
 28 **in subdivision (1).**

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

36 **(1) the name of the billing review service used to make the**
 37 **reduction;**

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

39 **(3) the dollar amount of the medical service at the eightieth**
 40 **percentile; and**

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

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

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

12 **(e) The compensation of a billing review service for the**
 13 **performance of functions related to determining pecuniary liability**
 14 **as described in this section may not be based on an amount by**
 15 **which claims are reduced for payment.**

16 SECTION 14. IC 22-3-7-19, AS AMENDED BY P.L.134-2006,
 17 SECTION 10, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 18 JULY 1, 2013]: Sec. 19. (a) In computing compensation for temporary
 19 total disability, temporary partial disability, and total permanent
 20 disability, with respect to occupational diseases occurring on and after
 21 July 1, 1985, and before July 1, 1986, the average weekly wages are
 22 considered to be:

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

31 (j) In computing compensation for temporary total disability,
32 temporary partial disability, and total permanent disability, the average
33 weekly wages are considered to be:

- 34 (1) with respect to occupational diseases occurring on and after
35 July 1, 1997, and before July 1, 1998:

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

- 38 (2) with respect to occupational diseases occurring on and after
39 July 1, 1998, and before July 1, 1999:

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

- 42 (3) with respect to occupational diseases occurring on and after

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- 1 July 1, 1999, and before July 1, 2000:
 2 (A) not more than seven hundred thirty-two dollars (\$732);
 3 and
 4 (B) not less than seventy-five dollars (\$75);
 5 (4) with respect to occupational diseases occurring on and after
 6 July 1, 2000, and before July 1, 2001:
 7 (A) not more than seven hundred sixty-two dollars (\$762); and
 8 (B) not less than seventy-five dollars (\$75);
 9 (5) with respect to disablements occurring on and after July 1,
 10 2001, and before July 1, 2002:
 11 (A) not more than eight hundred twenty-two dollars (\$822);
 12 and
 13 (B) not less than seventy-five dollars (\$75);
 14 (6) with respect to disablements occurring on and after July 1,
 15 2002, and before July 1, 2006:
 16 (A) not more than eight hundred eighty-two dollars (\$882);
 17 and
 18 (B) not less than seventy-five dollars (\$75);
 19 (7) with respect to disablements occurring on and after July 1,
 20 2006, and before July 1, 2007:
 21 (A) not more than nine hundred dollars (\$900); and
 22 (B) not less than seventy-five dollars (\$75);
 23 (8) with respect to disablements occurring on and after July 1,
 24 2007, and before July 1, 2008:
 25 (A) not more than nine hundred thirty dollars (\$930); and
 26 (B) not less than seventy-five dollars (\$75);
 27 (9) with respect to disablements occurring on and after July 1,
 28 2008, and before July 1, 2009:
 29 (A) not more than nine hundred fifty-four dollars (\$954); and
 30 (B) not less than seventy-five dollars (\$75);
 31 (10) with respect to disablements occurring on and after July 1,
 32 2009, **and before July 1, 2013:**
 33 (A) not more than nine hundred seventy-five dollars (\$975);
 34 and
 35 (B) not less than seventy-five dollars (\$75); **and**
 36 **(11) with respect to disablements occurring on and after July**
 37 **1, 2013:**
 38 **(A) not more than one thousand one hundred twenty-five**
 39 **dollars (\$1,125); and**
 40 **(B) not less than seventy-five dollars (\$75).**
 41 (k) The maximum compensation with respect to disability or death
 42 occurring on and after July 1, 1985, and before July 1, 1986, which

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1 shall be paid for occupational disease and the results thereof under the
 2 provisions of this chapter or under any combination of its provisions
 3 may not exceed eighty-nine thousand dollars (\$89,000) in any case.
 4 (l) The maximum compensation with respect to disability or death
 5 occurring on and after July 1, 1986, and before July 1, 1988, which
 6 shall be paid for occupational disease and the results thereof under the
 7 provisions of this chapter or under any combination of its provisions
 8 may not exceed ninety-five thousand dollars (\$95,000) in any case.
 9 (m) The maximum compensation with respect to disability or death
 10 occurring on and after July 1, 1988, and before July 1, 1989, that shall
 11 be paid for occupational disease and the results thereof under this
 12 chapter or under any combination of its provisions may not exceed one
 13 hundred twenty-eight thousand dollars (\$128,000) in any case.
 14 (n) The maximum compensation with respect to disability or death
 15 occurring on and after July 1, 1989, and before July 1, 1990, that shall
 16 be paid for occupational disease and the results thereof under this
 17 chapter or under any combination of its provisions may not exceed one
 18 hundred thirty-seven thousand dollars (\$137,000) in any case.
 19 (o) The maximum compensation with respect to disability or death
 20 occurring on and after July 1, 1990, and before July 1, 1991, that shall
 21 be paid for occupational disease and the results thereof under this
 22 chapter or under any combination of its provisions may not exceed one
 23 hundred forty-seven thousand dollars (\$147,000) in any case.
 24 (p) The maximum compensation with respect to disability or death
 25 occurring on and after July 1, 1991, and before July 1, 1992, that shall
 26 be paid for occupational disease and the results thereof under this
 27 chapter or under any combination of the provisions of this chapter may
 28 not exceed one hundred sixty-four thousand dollars (\$164,000) in any
 29 case.
 30 (q) The maximum compensation with respect to disability or death
 31 occurring on and after July 1, 1992, and before July 1, 1993, that shall
 32 be paid for occupational disease and the results thereof under this
 33 chapter or under any combination of the provisions of this chapter may
 34 not exceed one hundred eighty thousand dollars (\$180,000) in any case.
 35 (r) The maximum compensation with respect to disability or death
 36 occurring on and after July 1, 1993, and before July 1, 1994, that shall
 37 be paid for occupational disease and the results thereof under this
 38 chapter or under any combination of the provisions of this chapter may
 39 not exceed one hundred ninety-seven thousand dollars (\$197,000) in
 40 any case.
 41 (s) The maximum compensation with respect to disability or death
 42 occurring on and after July 1, 1994, and before July 1, 1997, that shall

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1 be paid for occupational disease and the results thereof under this
 2 chapter or under any combination of the provisions of this chapter may
 3 not exceed two hundred fourteen thousand dollars (\$214,000) in any
 4 case.

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

9 (1) With respect to disability or death occurring on and after July
 10 1, 1997, and before July 1, 1998, two hundred twenty-four
 11 thousand dollars (\$224,000).

12 (2) With respect to disability or death occurring on and after July
 13 1, 1998, and before July 1, 1999, two hundred thirty-four
 14 thousand dollars (\$234,000).

15 (3) With respect to disability or death occurring on and after July
 16 1, 1999, and before July 1, 2000, two hundred forty-four thousand
 17 dollars (\$244,000).

18 (4) With respect to disability or death occurring on and after July
 19 1, 2000, and before July 1, 2001, two hundred fifty-four thousand
 20 dollars (\$254,000).

21 (5) With respect to disability or death occurring on and after July
 22 1, 2001, and before July 1, 2002, two hundred seventy-four
 23 thousand dollars (\$274,000).

24 (6) With respect to disability or death occurring on and after July
 25 1, 2002, and before July 1, 2006, two hundred ninety-four
 26 thousand dollars (\$294,000).

27 (7) With respect to disability or death occurring on and after July
 28 1, 2006, and before July 1, 2007, three hundred thousand dollars
 29 (\$300,000).

30 (8) With respect to disability or death occurring on and after July
 31 1, 2007, and before July 1, 2008, three hundred ten thousand
 32 dollars (\$310,000).

33 (9) With respect to disability or death occurring on and after July
 34 1, 2008, and before July 1, 2009, three hundred eighteen thousand
 35 dollars (\$318,000).

36 (10) With respect to disability or death occurring on ~~or~~ **and** after
 37 July 1, 2009, **and before July 1, 2013**, three hundred twenty-five
 38 thousand dollars (\$325,000).

39 **(11) With respect to disability or death occurring on and after**
 40 **July 1, 2013, three hundred seventy-five thousand dollars**
 41 **(\$375,000).**

42 (u) For all disabilities occurring on and after July 1, 1985, "average

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

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

33 SECTION 15. IC 22-3-7-36, AS AMENDED BY P.L.99-2007,
 34 SECTION 185, IS AMENDED TO READ AS FOLLOWS
 35 [EFFECTIVE JULY 1, 2013]: Sec. 36. (a) Whenever disablement or
 36 death from an occupational disease arising out of and in the course of
 37 the employment for which compensation is payable under this chapter,
 38 shall have been sustained under circumstances creating in some other
 39 person than the employer and not in the same employ a legal liability
 40 to pay damages in respect thereto, the injured employee, or the
 41 employee's dependents, in case of death, may commence legal
 42 proceedings against such other person to recover damages

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

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

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

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

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

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

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1 the provisions of any statute of limitations to the contrary.

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

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

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

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1 receipt of notice of suit from the employee or the employee's
 2 dependents, join in the action upon the employee's motion so that all
 3 orders of court after hearing and judgment shall be made for the
 4 employee's protection.

5 (i) No release or settlement of claim for damages by reason of such
 6 injury or death, and no satisfaction of judgment in such proceedings
 7 shall be valid without the written consent of both employer or such
 8 employer's occupational disease insurance carrier, and employee, or the
 9 employee's dependents. However, in the case of the employer or such
 10 employer's occupational disease insurance carrier, such consent shall
 11 not be required where the employer or such employer's occupational
 12 disease insurance carrier has been fully indemnified or protected by
 13 court order.

14 SECTION 16. IC 22-3-7.2 IS ADDED TO THE INDIANA CODE
 15 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE
 16 JULY 1, 2013]:

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

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

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

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

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

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

36 **(1) must be filed with; and**

37 **(2) paid by;**

38 **the insurer electronically.**

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

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

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1 (1) thirty (30) days after the date the claim is received by the
 2 insurer, for a claim that is filed electronically; or
 3 (2) forty-five (45) days after the date the claim is received by
 4 the insurer, for a claim that is filed on paper;
 5 and describe any remedy necessary to establish a clean claim.

6 (c) Failure of an insurer to notify a medical service provider as
 7 required under subsection (b) establishes the submitted claim as a
 8 clean claim.

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

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

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

15 (b) If:

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

18 (2) the insurer subsequently pays the claim;
 19 the insurer shall pay the medical service provider that submitted
 20 the claim interest on the amount of the insurer's pecuniary liability
 21 under IC 22-3-2 through IC 22-3-7 for the claim paid under this
 22 section.

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

24 (1) accrues beginning:

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

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

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

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

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

34 (1) HCFA-1500.

35 (2) HCFA-1450 (UB-92).

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

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

42 (1) If the insurer has paid at least eighty-five percent (85%)

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but less than ninety-five percent (95%) of all clean claims received from all medical service providers during the calendar year in compliance with this chapter, a civil penalty of up to ten thousand dollars (\$10,000).

(2) If the insurer has paid at least sixty percent (60%) but less than eighty-five percent (85%) of all clean claims received from all medical service providers during the calendar year in compliance with this chapter, a civil penalty of at least ten thousand dollars (\$10,000) but not more than one hundred thousand dollars (\$100,000).

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

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

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

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

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

SECTION 17. IC 27-7-2-20.2 IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 20.2. (a) Every company and the bureau shall file with the commissioner all minimum premiums, rates, and supplementary rate information that are to be used in Indiana. Such minimum premiums, rates, and supplementary rate information must be submitted to the commissioner at least thirty (30) days before the effective date. The commissioner shall disapprove a filing that does not meet the requirements of section 20.1 of this chapter. A filing shall be deemed approved unless disapproved by the commissioner within thirty (30) days after the filing is made. A company may adopt by reference, with or without deviation, the minimum premiums, rates, and supplementary rate information filed by another company or by the bureau.

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- 1 (b) Minimum premiums, rates, and supplementary information filed
- 2 under this section shall be filed in the form and manner prescribed by
- 3 the commissioner.
- 4 (c) There shall accompany each filing adequate proof that notice of
- 5 the filing has been mailed, by first class United States mail, to each
- 6 interested person at the person's address as shown on the records of the
- 7 department.
- 8 (d) **Except as provided in subsection (e)**, all information filed
- 9 under this chapter shall, as soon as filed, be open to the public for
- 10 inspection and copying under IC 5-14-3.
- 11 **(e) Information that is:**
- 12 **(1) filed under this chapter; and**
- 13 **(2) labeled as confidential by the company that files the**
- 14 **information;**
- 15 **is confidential.**

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