

**CONFERENCE COMMITTEE REPORT
DIGEST FOR EHB 1320**

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

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

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

Effective: July 1, 2013.

CONFERENCE COMMITTEE REPORT

MADAM PRESIDENT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25 **(A) The employer.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (36) to fifty (50), one thousand six hundred dollars (\$1,600) per
2 degree; for each degree of permanent impairment above fifty (50),
3 two thousand dollars (\$2,000) per degree.
- 4 (7) With respect to injuries occurring on and after July 1, 2000,
5 and before July 1, 2001, for each degree of permanent impairment
6 from one (1) to ten (10), one thousand one hundred dollars
7 (\$1,100) per degree; for each degree of permanent impairment
8 from eleven (11) to thirty-five (35), one thousand three hundred
9 dollars (\$1,300) per degree; for each degree of permanent
10 impairment from thirty-six (36) to fifty (50), two thousand dollars
11 (\$2,000) per degree; for each degree of permanent impairment
12 above fifty (50), two thousand five hundred fifty dollars (\$2,500)
13 per degree.
- 14 (8) With respect to injuries occurring on and after July 1, 2001,
15 and before July 1, 2007, for each degree of permanent impairment
16 from one (1) to ten (10), one thousand three hundred dollars
17 (\$1,300) per degree; for each degree of permanent impairment
18 from eleven (11) to thirty-five (35), one thousand five hundred
19 dollars (\$1,500) per degree; for each degree of permanent
20 impairment from thirty-six (36) to fifty (50), two thousand four
21 hundred dollars (\$2,400) per degree; for each degree of
22 permanent impairment above fifty (50), three thousand dollars
23 (\$3,000) per degree.
- 24 (9) With respect to injuries occurring on and after July 1, 2007,
25 and before July 1, 2008, for each degree of permanent impairment
26 from one (1) to ten (10), one thousand three hundred forty dollars
27 (\$1,340) per degree; for each degree of permanent impairment
28 from eleven (11) to thirty-five (35), one thousand five hundred
29 forty-five dollars (\$1,545) per degree; for each degree of
30 permanent impairment from thirty-six (36) to fifty (50), two
31 thousand four hundred seventy-five dollars (\$2,475) per degree;
32 for each degree of permanent impairment above fifty (50), three
33 thousand one hundred fifty dollars (\$3,150) per degree.
- 34 (10) With respect to injuries occurring on and after July 1, 2008,
35 and before July 1, 2009, for each degree of permanent impairment
36 from one (1) to ten (10), one thousand three hundred sixty-five
37 dollars (\$1,365) per degree; for each degree of permanent
38 impairment from eleven (11) to thirty-five (35), one thousand five
39 hundred seventy dollars (\$1,570) per degree; for each degree of
40 permanent impairment from thirty-six (36) to fifty (50), two
41 thousand five hundred twenty-five dollars (\$2,525) per degree; for
42 each degree of permanent impairment above fifty (50), three
43 thousand two hundred dollars (\$3,200) per degree.
- 44 (11) With respect to injuries occurring on and after July 1, 2009,
45 and before July 1, 2010, for each degree of permanent impairment
46 from one (1) to ten (10), one thousand three hundred eighty
47 dollars (\$1,380) per degree; for each degree of permanent
48 impairment from eleven (11) to thirty-five (35), one thousand five
49 hundred eighty-five dollars (\$1,585) per degree; for each degree
50 of permanent impairment from thirty-six (36) to fifty (50), two

1 thousand six hundred dollars (\$2,600) per degree; for each degree
 2 of permanent impairment above fifty (50), three thousand three
 3 hundred dollars (\$3,300) per degree.

4 (12) With respect to injuries occurring on and after July 1, 2010,
 5 **and before July 1, 2014**, for each degree of permanent
 6 impairment from one (1) to ten (10), one thousand four hundred
 7 dollars (\$1,400) per degree; for each degree of permanent
 8 impairment from eleven (11) to thirty-five (35), one thousand six
 9 hundred dollars (\$1,600) per degree; for each degree of
 10 permanent impairment from thirty-six (36) to fifty (50), two
 11 thousand seven hundred dollars (\$2,700) per degree; for each
 12 degree of permanent impairment above fifty (50), three thousand
 13 five hundred dollars (\$3,500) per degree.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 be effective as to the employees of the insured covered by the
2 policy.

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

14 SECTION 10. IC 22-3-5-5.5 IS AMENDED TO READ AS
15 FOLLOWS [EFFECTIVE JULY 1, 2013]: Sec. 5.5. (a) Each insurer
16 entering into or issuing an insurance policy under IC 22-3-2 through
17 IC 22-3-7 may, as a part of the policy or as an optional endorsement to
18 the policy, offer deductibles or co-insurance, or both, that are optional
19 to the insured for benefits under IC 22-3-2 through IC 22-3-7. Each
20 insurer may do the following:

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

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

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

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

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

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

41 (c) An insurer shall do the following:

42 (1) Where a policy provides for a deductible, the insurer shall:
43 (A) pay all or a part of the deductible amount, whichever is
44 applicable to a compensable claim, to the person or medical
45 **service** provider entitled to the benefits under IC 22-3-2
46 through IC 22-3-7; and

47 (B) seek reimbursement from the employer from the
48 applicable deductible.

49 (2) Where a policy provides a deductible or co-insurance, the
50 insurance company shall pay the full cost of the claim. The

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 1 (B) forty (40) hours.
- 2 The result obtained is the amount of the average weekly wages for
- 3 the student employee.
- 4 (e) "Injury" and "personal injury" mean only injury by accident
- 5 arising out of and in the course of the employment and do not include
- 6 a disease in any form except as it results from the injury.
- 7 (f) "Billing review service" refers to a person or an entity that
- 8 reviews a medical service provider's bills or statements for the purpose
- 9 of determining pecuniary liability. The term includes an employer's
- 10 worker's compensation insurance carrier if the insurance carrier
- 11 performs such a review.
- 12 (g) "Billing review standard" means the data used by a billing
- 13 review service to determine pecuniary liability.
- 14 (h) "Community" means a geographic service area based on ZIP
- 15 code districts defined by the United States Postal Service according to
- 16 the following groupings:
- 17 (1) The geographic service area served by ZIP codes with the first
- 18 three (3) digits 463 and 464.
- 19 (2) The geographic service area served by ZIP codes with the first
- 20 three (3) digits 465 and 466.
- 21 (3) The geographic service area served by ZIP codes with the first
- 22 three (3) digits 467 and 468.
- 23 (4) The geographic service area served by ZIP codes with the first
- 24 three (3) digits 469 and 479.
- 25 (5) The geographic service area served by ZIP codes with the first
- 26 three (3) digits 460, 461 (except 46107), and 473.
- 27 (6) The geographic service area served by the 46107 ZIP code and
- 28 ZIP codes with the first three (3) digits 462.
- 29 (7) The geographic service area served by ZIP codes with the first
- 30 three (3) digits 470, 471, 472, 474, and 478.
- 31 (8) The geographic service area served by ZIP codes with the first
- 32 three (3) digits 475, 476, and 477.
- 33 (i) "Medical service provider" refers to a person or an entity that
- 34 provides ~~medical services treatment, or supplies or products~~ to an
- 35 employee under IC 22-3-2 through IC 22-3-6. **Except as otherwise**
- 36 **provided in IC 22-3-2 through IC 22-3-6, the term includes a**
- 37 **medical service facility.**
- 38 (j) "Medical service facility" means any of the following that
- 39 provides a service or product under IC 22-3-2 through IC 22-3-6:
- 40 (1) A hospital (as defined in IC 16-18-2-179).
- 41 (2) A hospital based health facility (as defined in
- 42 IC 16-18-2-180).
- 43 (3) A medical center (as defined in IC 16-18-2-223.4).
- 44 **The term does not include a professional corporation (as defined**
- 45 **in IC 23-1.5-1-10) comprised of health care professionals (as**
- 46 **defined in IC 23-1.5-1-8) formed to render professional services as**
- 47 **set forth in IC 23-1.5-2-3(a)(4) or a health care professional (as**
- 48 **defined in IC 23-1.5-1-8) who bills for a service or product**
- 49 **provided under IC 22-3-2 through IC 22-3-6 as an individual or a**
- 50 **member of a group practice.**
- 51 (k) "Pecuniary liability" means the responsibility of an employer

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

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

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

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

17 **(i) The employer.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

47 (A) they are licensed real estate agents;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39 (i) **The employer.**

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

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

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

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

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

1 **supplies provided under this chapter.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 **(\$1,040).**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

50 (A) **The employer.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (1) **claims data;**

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

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

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

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

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

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

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

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

Conference Committee Report
on
Engrossed House Bill 1320

Signed by:

Representative Lehman
Chairperson

Senator Boots

Representative DeLaney

Senator Tallian

House Conferees

Senate Conferees