

# HOUSE BILL No. 1153

---

## DIGEST OF INTRODUCED BILL

**Citations Affected:** IC 22-3.

**Synopsis:** Worker's compensation. Provides that if, after the occurrence of an accident, compensation is paid for temporary total disability or temporary partial disability, then the two year limitation period to file an application for adjustment of claim begins to run on the last date for which the compensation was paid. Increases benefits for injuries and disablements by 2% each year for four years, beginning on July 1, 2022. Adds the following to the definition of "medical service facility" under the worker's compensation law: (1) An ambulatory outpatient surgical center. (2) An office where the practice of an occupational therapist, a physical therapist, or a physician or a group of physicians is owned by a hospital. Makes certain changes to the definition of "pecuniary liability". Establishes clean claim payment requirements related to worker's compensation claims. Makes conforming amendments.

**Effective:** July 1, 2022; January 1, 2023.

---

---

## Lehman, VanNatter

---

---

January 6, 2022, read first time and referred to Committee on Employment, Labor and Pensions.

---

---



Second Regular Session of the 122nd General Assembly (2022)

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

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

Conflict reconciliation: Text in a statute in *this style type* or ~~this style type~~ reconciles conflicts between statutes enacted by the 2021 Regular Session of the General Assembly.

# HOUSE BILL No. 1153

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

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

1 SECTION 1. IC 22-3-3-3 IS AMENDED TO READ AS FOLLOWS  
2 [EFFECTIVE JULY 1, 2022]: Sec. 3. **(a)** The right to compensation  
3 under IC 22-3-2 through IC 22-3-6 shall be forever barred unless  
4 within two (2) years after the occurrence of the accident, or if death  
5 results therefrom, within two (2) years after such death, a claim for  
6 compensation thereunder shall be filed with the worker's compensation  
7 board. However, in all cases wherein an accident or death results from  
8 the exposure to radiation, a claim for compensation shall be filed with  
9 the board within two (2) years from the date on which the employee  
10 had knowledge of his injury or by exercise of reasonable diligence  
11 should have known of the existence of such injury and its causal  
12 relationship to his employment.

13 **(b) If, after the occurrence of an accident, compensation is paid**  
14 **for:**

- 15 **(1) temporary total disability under section 7 of this chapter;**
- 16 **or**
- 17 **(2) temporary partial disability under section 9 of this**



1           **chapter;**  
 2           **then the two (2) year limitation period to file an application for**  
 3           **adjustment of claim begins to run on the last date for which the**  
 4           **compensation under subdivision (1) or (2) was paid.**

5           SECTION 2. IC 22-3-3-5.2, AS AMENDED BY P.L.99-2014,  
 6           SECTION 2, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 7           JANUARY 1, 2023]: Sec. 5.2. (a) A billing review service shall adhere  
 8           to the following requirements to determine the pecuniary liability of an  
 9           employer or an employer's insurance carrier for a specific service or  
 10          product covered under worker's compensation provided before July 1,  
 11          2014, by all medical service providers, and after June 30, 2014, by a  
 12          medical service provider that is not a medical service facility:

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

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

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

33          (b) This subsection applies after June 30, 2014, to a medical service  
 34          facility. The pecuniary liability of an employer or an employer's  
 35          insurance carrier for a specific service or product covered under  
 36          worker's compensation and provided by a medical service facility is  
 37          equal to a reasonable amount, which is established by payment of one  
 38          (1) of the following:

39          (1) The amount negotiated at any time between the medical  
 40          service facility and any of the following:

41                  (A) The employer.

42                  (B) The employer's insurance carrier.



- 1 (C) A billing review service on behalf of a person described in  
 2 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) **An amount not to exceed** two hundred percent (200%) of the  
 6 amount that would be paid to the medical service facility on the  
 7 same date for the same service or product under the medical  
 8 service facility's Medicare reimbursement rate, if, **an amount has**  
 9 **not been negotiated as after conducting the negotiations**  
 10 **described in subdivision (1), an agreement has not been**  
 11 **reached.**  
 12 (c) A medical service provider may request an explanation from a  
 13 billing review service if the medical service provider's bill has been  
 14 reduced as a result of application of the eightieth percentile or of a  
 15 Current Procedural Terminology (CPT) or Medicare coding change.  
 16 The request must be made not later than sixty (60) days after receipt of  
 17 the notice of the reduction. If a request is made, the billing review  
 18 service must provide:  
 19 (1) the name of the billing review service used to make the  
 20 reduction;  
 21 (2) the dollar amount of the reduction;  
 22 (3) the dollar amount of the service or product at the eightieth  
 23 percentile; and  
 24 (4) in the case of a CPT or Medicare coding change, the basis  
 25 upon which the change was made;  
 26 not later than thirty (30) days after the date of the request.  
 27 (d) If, after a hearing, the worker's compensation board finds that a  
 28 billing review service used a billing review standard that did not  
 29 comply with subsection (a)(1) through (a)(3), as applicable, in  
 30 determining the pecuniary liability of an employer or an employer's  
 31 insurance carrier for a medical service provider's charge for services or  
 32 products covered under worker's compensation, the worker's  
 33 compensation board may assess a civil penalty against the billing  
 34 review service in an amount not less than one hundred dollars (\$100)  
 35 and not more than one thousand dollars (\$1,000).  
 36 SECTION 3. IC 22-3-3-10, AS AMENDED BY P.L.32-2021,  
 37 SECTION 63, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 38 JULY 1, 2022]: Sec. 10. (a) With respect to injuries in the schedule set  
 39 forth in subsection (d) occurring on and after July 1, 1979, and before  
 40 July 1, 1988, the employee shall receive, in addition to temporary total  
 41 disability benefits not to exceed fifty-two (52) weeks on account of the  
 42 injury, a weekly compensation of sixty percent (60%) of the employee's



1 average weekly wages, not to exceed one hundred twenty-five dollars  
2 (\$125) average weekly wages, for the period stated for the injury.

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

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

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

24 (1) Amputation: For the loss by separation of the thumb, sixty  
25 (60) weeks, of the index finger forty (40) weeks, of the second  
26 finger thirty-five (35) weeks, of the third or ring finger thirty (30)  
27 weeks, of the fourth or little finger twenty (20) weeks, of the hand  
28 by separation below the elbow joint two hundred (200) weeks, or  
29 the arm above the elbow two hundred fifty (250) weeks, of the big  
30 toe sixty (60) weeks, of the second toe thirty (30) weeks, of the  
31 third toe twenty (20) weeks, of the fourth toe fifteen (15) weeks,  
32 of the fifth or little toe ten (10) weeks, for loss occurring on and  
33 after April 1, 1959, by separation of the foot below the knee joint,  
34 one hundred seventy-five (175) weeks and of the leg above the  
35 knee joint two hundred twenty-five (225) weeks. The loss of more  
36 than one (1) phalange of a thumb or toes shall be considered as  
37 the loss of the entire thumb or toe. The loss of more than two (2)  
38 phalanges of a finger shall be considered as the loss of the entire  
39 finger. The loss of not more than one (1) phalange of a thumb or  
40 toe shall be considered as the loss of one-half (1/2) of the thumb  
41 or toe and compensation shall be paid for one-half (1/2) of the  
42 period for the loss of the entire thumb or toe. The loss of not more



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

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

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

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

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

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

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

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

40 (h) With respect to injuries in the following schedule occurring on  
41 and after July 1, 1990, and before July 1, 1991, the employee shall  
42 receive, in addition to temporary total disability benefits not exceeding



1 seventy-eight (78) weeks on account of the injury, a weekly  
2 compensation of sixty percent (60%) of the employee's average weekly  
3 wages, not to exceed two hundred dollars (\$200) average weekly  
4 wages, for the period stated for the injury.

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

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

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

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

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

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

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

41 (i) With respect to injuries in the following schedule occurring on  
42 and after July 1, 1991, the employee shall receive in addition to



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

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

24 (2) Amputations: For the loss by separation of any of the body  
25 parts described in subdivision (1) on or after July 1, 1997, and for  
26 the loss by separation of any of the body parts described in  
27 subdivision (3), (5), or (7), on or after July 1, 1999, the dollar  
28 values per degree applying on the date of the injury as described  
29 in subsection (j) shall be multiplied by two (2). However, the  
30 doubling provision of this subdivision does not apply to a loss of  
31 use that is not a loss by separation.

32 (3) The loss of more than one (1) phalange of a thumb or toe shall  
33 be considered as the loss of the entire thumb or toe. The loss of  
34 more than two (2) phalanges of a finger shall be considered as the  
35 loss of the entire finger. The loss of not more than one (1)  
36 phalange of a thumb or toe shall be considered as the loss of  
37 one-half (1/2) of the degrees of permanent impairment for the loss  
38 of the entire thumb or toe. The loss of not more than one (1)  
39 phalange of a finger shall be considered as the loss of one-third  
40 (1/3) of the finger and compensation shall be paid for one-third  
41 (1/3) of the degrees payable for the loss of the entire finger. The  
42 loss of more than one (1) phalange of the finger but not more than



- 1 two (2) phalanges of the finger shall be considered as the loss of  
2 one-half (1/2) of the finger and compensation shall be paid for  
3 one-half (1/2) of the degrees payable for the loss of the entire  
4 finger.
- 5 (4) For the loss by separation of both hands or both feet or the  
6 total sight of both eyes or any two (2) such losses in the same  
7 accident, one hundred (100) degrees of permanent impairment.
- 8 (5) For the permanent and complete loss of vision by enucleation,  
9 thirty-five (35) degrees of permanent impairment.
- 10 (6) For the permanent and complete loss of hearing in one (1) ear,  
11 fifteen (15) degrees of permanent impairment, and in both ears,  
12 forty (40) degrees of permanent impairment.
- 13 (7) For the loss of one (1) testicle, ten (10) degrees of permanent  
14 impairment; for the loss of both testicles, thirty (30) degrees of  
15 permanent impairment.
- 16 (8) Loss of use: The total permanent loss of the use of an arm, a  
17 hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
18 considered as the equivalent of the loss by separation of the arm,  
19 hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
20 shall be paid in the same amount as for the loss by separation.  
21 However, the doubling provision of subdivision (2) does not  
22 apply to a loss of use that is not a loss by separation.
- 23 (9) Partial loss of use: For the permanent partial loss of the use of  
24 an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
25 phalange, compensation shall be paid for the proportionate loss of  
26 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 27 (10) For injuries resulting in total permanent disability, the  
28 amount payable for impairment or five hundred (500) weeks of  
29 compensation, whichever is greater.
- 30 (11) Visual impairments shall be based on the Functional Vision  
31 Score (FVS) assessing the visual acuity and visual field to  
32 evaluate any reduction in ability to perform vision-related  
33 Activities of Daily Living (ADL). Unless such loss is otherwise  
34 specified in subdivision (5), visual impairments shall be paid as  
35 a whole person rating.
- 36 (12) For any permanent reduction of the hearing of one (1) or both  
37 ears, less than the total loss as specified in subsection (h)(5),  
38 compensation shall be paid in an amount proportionate to the  
39 degree of a permanent reduction.
- 40 (13) In all other cases of permanent partial impairment,  
41 compensation proportionate to the degree of a permanent partial  
42 impairment, in the discretion of the worker's compensation board,



1 not exceeding one hundred (100) degrees of permanent  
2 impairment.

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

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

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

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

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

41 (4) With respect to injuries occurring on and after July 1, 1997,  
42 and before July 1, 1998, for each degree of permanent impairment



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



1 hundred dollars (\$2,400) per degree; for each degree of  
2 permanent impairment above fifty (50), three thousand dollars  
3 (\$3,000) per degree.  
4 (9) With respect to injuries occurring on and after July 1, 2007,  
5 and before July 1, 2008, for each degree of permanent impairment  
6 from one (1) to ten (10), one thousand three hundred forty dollars  
7 (\$1,340) per degree; for each degree of permanent impairment  
8 from eleven (11) to thirty-five (35), one thousand five hundred  
9 forty-five dollars (\$1,545) per degree; for each degree of  
10 permanent impairment from thirty-six (36) to fifty (50), two  
11 thousand four hundred seventy-five dollars (\$2,475) per degree;  
12 for each degree of permanent impairment above fifty (50), three  
13 thousand one hundred fifty dollars (\$3,150) per degree.  
14 (10) With respect to injuries occurring on and after July 1, 2008,  
15 and before July 1, 2009, for each degree of permanent impairment  
16 from one (1) to ten (10), one thousand three hundred sixty-five  
17 dollars (\$1,365) per degree; for each degree of permanent  
18 impairment from eleven (11) to thirty-five (35), one thousand five  
19 hundred seventy dollars (\$1,570) per degree; for each degree of  
20 permanent impairment from thirty-six (36) to fifty (50), two  
21 thousand five hundred twenty-five dollars (\$2,525) per degree; for  
22 each degree of permanent impairment above fifty (50), three  
23 thousand two hundred dollars (\$3,200) per degree.  
24 (11) With respect to injuries occurring on and after July 1, 2009,  
25 and before July 1, 2010, for each degree of permanent impairment  
26 from one (1) to ten (10), one thousand three hundred eighty  
27 dollars (\$1,380) per degree; for each degree of permanent  
28 impairment from eleven (11) to thirty-five (35), one thousand five  
29 hundred eighty-five dollars (\$1,585) per degree; for each degree  
30 of permanent impairment from thirty-six (36) to fifty (50), two  
31 thousand six hundred dollars (\$2,600) per degree; for each degree  
32 of permanent impairment above fifty (50), three thousand three  
33 hundred dollars (\$3,300) per degree.  
34 (12) With respect to injuries occurring on and after July 1, 2010,  
35 and before July 1, 2014, for each degree of permanent impairment  
36 from one (1) to ten (10), one thousand four hundred dollars  
37 (\$1,400) per degree; for each degree of permanent impairment  
38 from eleven (11) to thirty-five (35), one thousand six hundred  
39 dollars (\$1,600) per degree; for each degree of permanent  
40 impairment from thirty-six (36) to fifty (50), two thousand seven  
41 hundred dollars (\$2,700) per degree; for each degree of  
42 permanent impairment above fifty (50), three thousand five



1 hundred dollars (\$3,500) per degree.  
2 (13) With respect to injuries occurring on and after July 1, 2014,  
3 and before July 1, 2015, for each degree of permanent impairment  
4 from one (1) to ten (10), one thousand five hundred seventeen  
5 dollars (\$1,517) per degree; for each degree of permanent  
6 impairment from eleven (11) to thirty-five (35), one thousand  
7 seven hundred seventeen dollars (\$1,717) per degree; for each  
8 degree of permanent impairment from thirty-six (36) to fifty (50),  
9 two thousand eight hundred sixty-two dollars (\$2,862) per degree;  
10 for each degree of permanent impairment above fifty (50), three  
11 thousand six hundred eighty-seven dollars (\$3,687) per degree.  
12 (14) With respect to injuries occurring on and after July 1, 2015,  
13 and before July 1, 2016, for each degree of permanent impairment  
14 from one (1) to ten (10), one thousand six hundred thirty-three  
15 dollars (\$1,633) per degree; for each degree of permanent  
16 impairment from eleven (11) to thirty-five (35), one thousand  
17 eight hundred thirty-five dollars (\$1,835) per degree; for each  
18 degree of permanent impairment from thirty-six (36) to fifty (50),  
19 three thousand twenty-four dollars (\$3,024) per degree; for each  
20 degree of permanent impairment above fifty (50), three thousand  
21 eight hundred seventy-three dollars (\$3,873) per degree.  
22 (15) With respect to injuries occurring on and after July 1, 2016,  
23 **and before July 1, 2022**, for each degree of permanent  
24 impairment from one (1) to ten (10), one thousand seven hundred  
25 fifty dollars (\$1,750) per degree; for each degree of permanent  
26 impairment from eleven (11) to thirty-five (35), one thousand nine  
27 hundred fifty-two dollars (\$1,952) per degree; for each degree of  
28 permanent impairment from thirty-six (36) to fifty (50), three  
29 thousand one hundred eighty-six dollars (\$3,186) per degree; for  
30 each degree of permanent impairment above fifty (50), four  
31 thousand sixty dollars (\$4,060) per degree.  
32 **(16) With respect to injuries occurring on and after July 1,**  
33 **2022, and before July 1, 2023, for each degree of permanent**  
34 **impairment from one (1) to ten (10), one thousand seven**  
35 **hundred eighty-five dollars (\$1,785) per degree; for each**  
36 **degree of permanent impairment from eleven (11) to**  
37 **thirty-five (35), one thousand nine hundred ninety-one dollars**  
38 **(\$1,991) per degree; for each degree of permanent**  
39 **impairment from thirty-six (36) to fifty (50), three thousand**  
40 **two hundred fifty dollars (\$3,250) per degree; for each degree**  
41 **of permanent impairment above fifty (50), four thousand one**  
42 **hundred forty-one dollars (\$4,141) per degree.**



1 (17) With respect to injuries occurring on and after July 1,  
 2 2023, and before July 1, 2024, for each degree of permanent  
 3 impairment from one (1) to ten (10), one thousand eight  
 4 hundred twenty-one dollars (\$1,821) per degree; for each  
 5 degree of permanent impairment from eleven (11) to  
 6 thirty-five (35), two thousand thirty-one dollars (\$2,031) per  
 7 degree; for each degree of permanent impairment from  
 8 thirty-six (36) to fifty (50), three thousand three hundred  
 9 fifteen dollars (\$3,315) per degree; for each degree of  
 10 permanent impairment above fifty (50), four thousand two  
 11 hundred twenty-four dollars (\$4,224) per degree.

12 (18) With respect to injuries occurring on and after July 1,  
 13 2024, and before July 1, 2025, for each degree of permanent  
 14 impairment from one (1) to ten (10), one thousand eight  
 15 hundred fifty-seven dollars (\$1,857) per degree; for each  
 16 degree of permanent impairment from eleven (11) to  
 17 thirty-five (35), two thousand seventy-two dollars (\$2,072) per  
 18 degree; for each degree of permanent impairment from  
 19 thirty-six (36) to fifty (50), three thousand three hundred  
 20 eighty-one dollars (\$3,381) per degree; for each degree of  
 21 permanent impairment above fifty (50), four thousand three  
 22 hundred eight dollars (\$4,308) per degree.

23 (19) With respect to injuries occurring on and after July 1,  
 24 2025, for each degree of permanent impairment from one (1)  
 25 to ten (10), one thousand eight hundred ninety-four dollars  
 26 (\$1,894) per degree; for each degree of permanent  
 27 impairment from eleven (11) to thirty-five (35), two thousand  
 28 one hundred thirteen dollars (\$2,113) per degree; for each  
 29 degree of permanent impairment from thirty-six (36) to fifty  
 30 (50), three thousand four hundred forty-nine dollars (\$3,449)  
 31 per degree; for each degree of permanent impairment above  
 32 fifty (50), four thousand three hundred ninety-four dollars  
 33 (\$4,394) per degree.

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

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

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

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



- 1 (4) With respect to injuries occurring on or after July 1, 1994, and  
2 before July 1, 1997, six hundred forty-two dollars (\$642).  
3 (5) With respect to injuries occurring on or after July 1, 1997, and  
4 before July 1, 1998, six hundred seventy-two dollars (\$672).  
5 (6) With respect to injuries occurring on or after July 1, 1998, and  
6 before July 1, 1999, seven hundred two dollars (\$702).  
7 (7) With respect to injuries occurring on or after July 1, 1999, and  
8 before July 1, 2000, seven hundred thirty-two dollars (\$732).  
9 (8) With respect to injuries occurring on or after July 1, 2000, and  
10 before July 1, 2001, seven hundred sixty-two dollars (\$762).  
11 (9) With respect to injuries occurring on or after July 1, 2001, and  
12 before July 1, 2002, eight hundred twenty-two dollars (\$822).  
13 (10) With respect to injuries occurring on or after July 1, 2002,  
14 and before July 1, 2006, eight hundred eighty-two dollars (\$882).  
15 (11) With respect to injuries occurring on or after July 1, 2006,  
16 and before July 1, 2007, nine hundred dollars (\$900).  
17 (12) With respect to injuries occurring on or after July 1, 2007,  
18 and before July 1, 2008, nine hundred thirty dollars (\$930).  
19 (13) With respect to injuries occurring on or after July 1, 2008,  
20 and before July 1, 2009, nine hundred fifty-four dollars (\$954).  
21 (14) With respect to injuries occurring on or after July 1, 2009,  
22 and before July 1, 2014, nine hundred seventy-five dollars (\$975).  
23 (15) With respect to injuries occurring on or after July 1, 2014,  
24 and before July 1, 2015, one thousand forty dollars (\$1,040).  
25 (16) With respect to injuries occurring on or after July 1, 2015,  
26 and before July 1, 2016, one thousand one hundred five dollars  
27 (\$1,105).  
28 (17) With respect to injuries occurring on or after July 1, 2016,  
29 **and before July 1, 2022**, one thousand one hundred seventy  
30 dollars (\$1,170).  
31 **(18) With respect to injuries occurring on or after July 1,**  
32 **2022, and before July 1, 2023, one thousand one hundred**  
33 **ninety-three dollars (\$1,193).**  
34 **(19) With respect to injuries occurring on or after July 1,**  
35 **2023, and before July 1, 2024, one thousand two hundred**  
36 **seventeen dollars (\$1,217).**  
37 **(20) With respect to injuries occurring on or after July 1,**  
38 **2024, and before July 1, 2025, one thousand two hundred**  
39 **forty-one dollars (\$1,241).**  
40 **(21) With respect to injuries occurring on or after July 1,**  
41 **2025, one thousand two hundred sixty-six dollars (\$1,266).**  
42 SECTION 4. IC 22-3-3-22, AS AMENDED BY P.L.275-2013,



1 SECTION 7, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
2 JULY 1, 2022]: Sec. 22. (a) In computing compensation for temporary  
3 total disability, temporary partial disability, and total permanent  
4 disability, with respect to injuries occurring on and after July 1, 1985,  
5 and before July 1, 1986, the average weekly wages are considered to  
6 be:

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

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

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

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

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

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

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

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

27 (d) In computing compensation for temporary total disability,  
28 temporary partial disability, and total permanent disability, with respect  
29 to injuries occurring on and after July 1, 1989, and before July 1, 1990,  
30 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 However, the weekly compensation payable shall not exceed the  
34 average weekly wages of the employee at the time of the injury.

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

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

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



1 (f) In computing compensation for temporary total disability,  
 2 temporary partial disability, and total permanent disability, with respect  
 3 to injuries occurring on and after July 1, 1991, and before July 1, 1992,  
 4 the average weekly wages are considered to be:

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

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

9 (g) In computing compensation for temporary total disability,  
 10 temporary partial disability, and total permanent disability, with respect  
 11 to injuries occurring on and after July 1, 1992, and before July 1, 1993,  
 12 the average weekly wages are considered to be:

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

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

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

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

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

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

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

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

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

- 36 (1) with respect to injuries occurring on and after July 1, 1997,  
 37 and before July 1, 1998:  
 38 (A) not more than six hundred seventy-two dollars (\$672); and  
 39 (B) not less than seventy-five dollars (\$75);  
 40 (2) with respect to injuries occurring on and after July 1, 1998,  
 41 and before July 1, 1999:  
 42 (A) not more than seven hundred two dollars (\$702); and



- 1 (B) not less than seventy-five dollars (\$75);  
2 (3) with respect to injuries occurring on and after July 1, 1999,  
3 and before July 1, 2000:  
4 (A) not more than seven hundred thirty-two dollars (\$732);  
5 and  
6 (B) not less than seventy-five dollars (\$75);  
7 (4) with respect to injuries occurring on and after July 1, 2000,  
8 and before July 1, 2001:  
9 (A) not more than seven hundred sixty-two dollars (\$762); and  
10 (B) not less than seventy-five dollars (\$75);  
11 (5) with respect to injuries occurring on and after July 1, 2001,  
12 and before July 1, 2002:  
13 (A) not more than eight hundred twenty-two dollars (\$822);  
14 and  
15 (B) not less than seventy-five dollars (\$75);  
16 (6) with respect to injuries occurring on and after July 1, 2002,  
17 and before July 1, 2006:  
18 (A) not more than eight hundred eighty-two dollars (\$882);  
19 and  
20 (B) not less than seventy-five dollars (\$75);  
21 (7) with respect to injuries occurring on and after July 1, 2006,  
22 and before July 1, 2007:  
23 (A) not more than nine hundred dollars (\$900); and  
24 (B) not less than seventy-five dollars (\$75);  
25 (8) with respect to injuries occurring on and after July 1, 2007,  
26 and before July 1, 2008:  
27 (A) not more than nine hundred thirty dollars (\$930); and  
28 (B) not less than seventy-five dollars (\$75);  
29 (9) with respect to injuries occurring on and after July 1, 2008,  
30 and before July 1, 2009:  
31 (A) not more than nine hundred fifty-four dollars (\$954); and  
32 (B) not less than seventy-five dollars (\$75);  
33 (10) with respect to injuries occurring on and after July 1, 2009,  
34 and before July 1, 2014:  
35 (A) not more than nine hundred seventy-five dollars (\$975);  
36 and  
37 (B) not less than seventy-five dollars (\$75);  
38 (11) with respect to injuries occurring on and after July 1, 2014,  
39 and before July 1, 2015:  
40 (A) not more than one thousand forty dollars (\$1,040); and  
41 (B) not less than seventy-five dollars (\$75);  
42 (12) with respect to injuries occurring on and after July 1, 2015,



1 and before July 1, 2016:

2 (A) not more than one thousand one hundred five dollars  
3 (\$1,105); and

4 (B) not less than seventy-five dollars (\$75); ~~and~~  
5 (13) with respect to injuries occurring on and after July 1, 2016,  
6 **and before July 1, 2022:**

7 (A) not more than one thousand one hundred seventy dollars  
8 (\$1,170); and

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

10 **(14) with respect to injuries occurring on and after July 1,**  
11 **2022, and before July 1, 2023:**

12 (A) not more than one thousand one hundred ninety-three  
13 dollars (\$1,193); and

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

15 **(15) with respect to injuries occurring on and after July 1,**  
16 **2023, and before July 1, 2024:**

17 (A) not more than one thousand two hundred seventeen  
18 dollars (\$1,217); and

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

20 **(16) with respect to injuries occurring on and after July 1,**  
21 **2024, and before July 1, 2025:**

22 (A) not more than one thousand two hundred forty-one  
23 dollars (\$1,241); and

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

25 **(17) with respect to injuries occurring on and after July 1,**  
26 **2025:**

27 (A) not more than one thousand two hundred sixty-six  
28 dollars (\$1,266); and

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

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

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

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

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



1 and before July 1, 1989, the maximum compensation, exclusive of  
2 medical benefits, which may be paid for an injury under any provisions  
3 of this law or any combination of provisions may not exceed one  
4 hundred twenty-eight thousand dollars (\$128,000) in any case.

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

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

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

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

25 (r) With respect to any injury occurring on and after July 1, 1993,  
26 and before July 1, 1994, the maximum compensation, exclusive of  
27 medical benefits, that may be paid for an injury under any provisions  
28 of this law or any combination of provisions may not exceed one  
29 hundred ninety-seven thousand dollars (\$197,000) in any case.

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

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

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

42 (2) With respect to an injury occurring on and after July 1, 1998,



- 1 and before July 1, 1999, two hundred thirty-four thousand dollars  
2 (\$234,000).
- 3 (3) With respect to an injury occurring on and after July 1, 1999,  
4 and before July 1, 2000, two hundred forty-four thousand dollars  
5 (\$244,000).
- 6 (4) With respect to an injury occurring on and after July 1, 2000,  
7 and before July 1, 2001, two hundred fifty-four thousand dollars  
8 (\$254,000).
- 9 (5) With respect to an injury occurring on and after July 1, 2001,  
10 and before July 1, 2002, two hundred seventy-four thousand  
11 dollars (\$274,000).
- 12 (6) With respect to an injury occurring on and after July 1, 2002,  
13 and before July 1, 2006, two hundred ninety-four thousand dollars  
14 (\$294,000).
- 15 (7) With respect to an injury occurring on and after July 1, 2006,  
16 and before July 1, 2007, three hundred thousand dollars  
17 (\$300,000).
- 18 (8) With respect to an injury occurring on and after July 1, 2007,  
19 and before July 1, 2008, three hundred ten thousand dollars  
20 (\$310,000).
- 21 (9) With respect to an injury occurring on and after July 1, 2008,  
22 and before July 1, 2009, three hundred eighteen thousand dollars  
23 (\$318,000).
- 24 (10) With respect to an injury occurring on and after July 1, 2009,  
25 and before July 1, 2014, three hundred twenty-five thousand  
26 dollars (\$325,000).
- 27 (11) With respect to an injury occurring on and after July 1, 2014,  
28 and before July 1, 2015, three hundred forty-seven thousand  
29 dollars (\$347,000).
- 30 (12) With respect to an injury occurring on and after July 1, 2015,  
31 and before July 1, 2016, three hundred sixty-eight thousand  
32 dollars (\$368,000).
- 33 (13) With respect to an injury occurring on and after July 1, 2016,  
34 **and before July 1, 2022**, three hundred ninety thousand dollars  
35 (\$390,000).
- 36 **(14) With respect to an injury occurring on and after July 1,**  
37 **2022, and before July 1, 2023, three hundred ninety-eight**  
38 **thousand dollars (\$398,000).**
- 39 **(15) With respect to an injury occurring on and after July 1,**  
40 **2023, and before July 1, 2024, four hundred six thousand**  
41 **dollars (\$406,000).**
- 42 **(16) With respect to an injury occurring on and after July 1,**



1           **2024, and before July 1, 2025, four hundred fourteen**  
 2           **thousand dollars (\$414,000).**

3           **(17) With respect to an injury occurring on and after July 1,**  
 4           **2025, four hundred twenty-two thousand dollars (\$422,000).**

5           SECTION 5. IC 22-3-6-1, AS AMENDED BY P.L.147-2020,  
 6           SECTION 17, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 7           JANUARY 1, 2023]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the  
 8           context otherwise requires:

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

40           (b) "Employee" means every person, including a minor, in the  
 41           service of another, under any contract of hire or apprenticeship, written  
 42           or implied, except one whose employment is both casual and not in the



1 usual course of the trade, business, occupation, or profession of the  
2 employer.

3 (1) An executive officer elected or appointed and empowered in  
4 accordance with the charter and bylaws of a corporation, other  
5 than a municipal corporation or governmental subdivision or a  
6 charitable, religious, educational, or other nonprofit corporation,  
7 is an employee of the corporation under IC 22-3-2 through  
8 IC 22-3-6. An officer of a corporation who is an employee of the  
9 corporation under IC 22-3-2 through IC 22-3-6 may elect not to  
10 be an employee of the corporation under IC 22-3-2 through  
11 IC 22-3-6. An officer of a corporation who is also an owner of any  
12 interest in the corporation may elect not to be an employee of the  
13 corporation under IC 22-3-2 through IC 22-3-6. If an officer  
14 makes this election, the officer must serve written notice of the  
15 election on the corporation's insurance carrier and the board. An  
16 officer of a corporation may not be considered to be excluded as  
17 an employee under IC 22-3-2 through IC 22-3-6 until the notice  
18 is received by the insurance carrier and the board.

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

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

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

42 (A) is an independent contractor in the construction trades and



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



1 owner-operator under this subdivision does not terminate the  
 2 independent contractor status of the owner-operator for any  
 3 purpose other than the purpose of this subdivision.

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

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

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

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

27 (13) A driver providing drive away operations is an independent  
 28 contractor and not an employee when:

29 (A) the vehicle being driven is the commodity being delivered;  
 30 and

31 (B) the driver has entered into an agreement with the party  
 32 arranging for the transportation that specifies the driver is an  
 33 independent contractor and not an employee.

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

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

39 (2) If the employee is a minor who, at the time of the accident, is  
 40 employed, required, suffered, or permitted to work in violation of  
 41 IC 22-2-18-40 (before its expiration on June 30, 2021) and  
 42 IC 22-2-18.1-23, the amount of compensation and death benefits,



1 as provided in IC 22-3-2 through IC 22-3-6, shall be double the  
2 amount which would otherwise be recoverable. The insurance  
3 carrier shall be liable on its policy for one-half (1/2) of the  
4 compensation or benefits that may be payable on account of the  
5 injury or death of the minor, and the employer shall be liable for  
6 the other one-half (1/2) of the compensation or benefits. If the  
7 employee is a minor who is not less than sixteen (16) years of age  
8 and who has not reached seventeen (17) years of age and who at  
9 the time of the accident is employed, suffered, or permitted to  
10 work at any occupation which is not prohibited by law, this  
11 subdivision does not apply.

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

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

27 (d) "Average weekly wages" means the earnings of the injured  
28 employee in the employment in which the employee was working at the  
29 time of the injury during the period of fifty-two (52) weeks  
30 immediately preceding the date of injury, divided by fifty-two (52),  
31 except as follows:

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

37 (2) Where the employment prior to the injury extended over a  
38 period of less than fifty-two (52) weeks, the method of dividing  
39 the earnings during that period by the number of weeks and parts  
40 thereof during which the employee earned wages shall be  
41 followed, if results just and fair to both parties will be obtained.  
42 Where by reason of the shortness of the time during which the



1 employee has been in the employment of the employee's employer  
 2 or of the casual nature or terms of the employment it is  
 3 impracticable to compute the average weekly wages, as defined  
 4 in this subsection, regard shall be had to the average weekly  
 5 amount which during the fifty-two (52) weeks previous to the  
 6 injury was being earned by a person in the same grade employed  
 7 at the same work by the same employer or, if there is no person so  
 8 employed, by a person in the same grade employed in the same  
 9 class of employment in the same district.

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

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

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

19 (B) forty (40) hours.

20 The result obtained is the amount of the average weekly wages for  
 21 the student employee.

22 (e) "Injury" and "personal injury" mean only injury by accident  
 23 arising out of and in the course of the employment and do not include  
 24 a disease in any form except as it results from the injury.

25 (f) "Billing review service" refers to a person or an entity that  
 26 reviews a medical service provider's bills or statements for the purpose  
 27 of determining pecuniary liability. The term includes an employer's  
 28 worker's compensation insurance carrier if the insurance carrier  
 29 performs such a review.

30 (g) "Billing review standard" means the data used by a billing  
 31 review service to determine pecuniary liability.

32 (h) "Community" means a geographic service area based on ZIP  
 33 code districts defined by the United States Postal Service according to  
 34 the following groupings:

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

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

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

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



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

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

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

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

9 (i) "Medical service provider" refers to a person or an entity that  
10 provides services or products to an employee under IC 22-3-2 through  
11 IC 22-3-6. Except as otherwise provided in IC 22-3-2 through  
12 IC 22-3-6, the term includes a medical service facility.

13 (j) "Medical service facility" means any of the following that  
14 provides a service or product under IC 22-3-2 through IC 22-3-6 and  
15 uses the CMS 1450 (UB-04) form **or the CMS 1500 (HCFA-1500)**  
16 **form** for Medicare reimbursement:

17 **(1) An ambulatory outpatient surgical center (as defined in**  
18 **IC 16-18-2-14).**

19 ~~(+)~~ **(2)** A hospital (as defined in IC 16-18-2-179).

20 ~~(2)~~ **(3)** A hospital based health facility (as defined in  
21 IC 16-18-2-180).

22 ~~(3)~~ **(4)** A medical center (as defined in IC 16-18-2-223.4).

23 **(5) An office where the practice of:**

24 **(A) an occupational therapist licensed under IC 25-23.5;**

25 **(B) a physical therapist licensed under IC 25-27; or**

26 **(C) a physician licensed under IC 25-22.5 or a group of**  
27 **physicians;**

28 **is owned by a hospital (as defined in IC 16-18-2-179).**

29 The term does not include a professional corporation (as defined in  
30 IC 23-1.5-1-10) comprised of health care professionals (as defined in  
31 IC 23-1.5-1-8) formed to render professional services as set forth in  
32 IC 23-1.5-2-3(a)(4) or a health care professional (as defined in  
33 IC 23-1.5-1-8) who bills for a service or product provided under  
34 IC 22-3-2 through IC 22-3-6 as an individual or a member of a group  
35 practice or another medical service provider that uses the CMS 1500  
36 form for Medicare reimbursement.

37 (k) "Pecuniary liability" means the responsibility of an employer or  
38 the employer's insurance carrier for the payment of the charges for each  
39 specific service or product for human medical treatment provided  
40 under IC 22-3-2 through IC 22-3-6, as follows:

41 (1) This subdivision applies before July 1, 2014, to all medical  
42 service providers, and after June 30, 2014, to a medical service



1 provider that is not a medical service facility. Payment of the  
 2 charges in a defined community, equal to or less than the charges  
 3 made by medical service providers at the eightieth percentile in  
 4 the same community for like services or products.  
 5 (2) Payment of the charges in a reasonable amount, which is  
 6 established by payment of one (1) of the following:  
 7 (A) The amount negotiated at any time between the medical  
 8 service facility and any of the following, if an amount has been  
 9 negotiated:  
 10 (i) The employer.  
 11 (ii) The employer's insurance carrier.  
 12 (iii) A billing review service on behalf of a person described  
 13 in item (i) or (ii).  
 14 (iv) A direct provider network that has contracted with a  
 15 person described in item (i) or (ii).  
 16 (B) **An amount not to exceed** two hundred percent (200%) of  
 17 the amount that would be paid to the medical service facility  
 18 on the same date for the same service or product under the  
 19 medical service facility's Medicare reimbursement rate, if, **an**  
 20 **amount has not been negotiated as after conducting the**  
 21 **negotiations** described in clause (A), **an agreement has not**  
 22 **been reached.**  
 23 (l) "Service or product" or "services and products" refers to medical,  
 24 hospital, surgical, or nursing service, treatment, and supplies provided  
 25 under IC 22-3-2 through IC 22-3-6.  
 26 SECTION 6. IC 22-3-7-9, AS AMENDED BY P.L.147-2020,  
 27 SECTION 18, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
 28 JANUARY 1, 2023]: Sec. 9. (a) As used in this chapter, "employer"  
 29 includes the state and any political subdivision, any municipal  
 30 corporation within the state, any individual or the legal representative  
 31 of a deceased individual, firm, association, limited liability company,  
 32 limited liability partnership, or corporation or the receiver or trustee of  
 33 the same, using the services of another for pay. A corporation, limited  
 34 liability company, or limited liability partnership that controls the  
 35 activities of another corporation, limited liability company, or limited  
 36 liability partnership, or a corporation and a limited liability company  
 37 or a corporation and a limited liability partnership that are commonly  
 38 owned entities, or the controlled corporation, limited liability company,  
 39 limited liability partnership, or commonly owned entities, and a parent  
 40 corporation and its subsidiaries shall each be considered joint  
 41 employers of the corporation's, the controlled corporation's, the limited  
 42 liability company's, the limited liability partnership's, the commonly



1 owned entities', the parent's, or the subsidiaries' employees for purposes  
 2 of sections 6 and 33 of this chapter. Both a lessor and a lessee of  
 3 employees shall each be considered joint employers of the employees  
 4 provided by the lessor to the lessee for purposes of sections 6 and 33  
 5 of this chapter. The term also includes an employer that provides  
 6 on-the-job training under the federal School to Work Opportunities Act  
 7 (20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this  
 8 chapter. If the employer is insured, the term includes the employer's  
 9 insurer so far as applicable. However, the inclusion of an employer's  
 10 insurer within this definition does not allow an employer's insurer to  
 11 avoid payment for services rendered to an employee with the approval  
 12 of the employer. The term does not include a nonprofit corporation that  
 13 is recognized as tax exempt under Section 501(c)(3) of the Internal  
 14 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the  
 15 corporation enters into an independent contractor agreement with a  
 16 person for the performance of youth coaching services on a part-time  
 17 basis.

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

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

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

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

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



- 1 (3) A partner in a partnership may elect to include the partner as  
 2 an employee under this chapter if the partner is actually engaged  
 3 in the partnership business. If a partner makes this election, the  
 4 partner must serve upon the partner's insurance carrier and upon  
 5 the board written notice of the election. No partner may be  
 6 considered an employee under this chapter until the notice has  
 7 been received. If a partner in a partnership:
- 8 (A) is an independent contractor in the construction trades and  
 9 does not make the election provided under this subdivision,  
 10 the partner must obtain a certificate of exemption under  
 11 section 34.5 of this chapter; or
  - 12 (B) is an independent contractor and does not make the  
 13 election provided under this subdivision, the partner may  
 14 obtain a certificate of exemption under section 34.5 of this  
 15 chapter.
- 16 (4) Real estate professionals are not employees under this chapter  
 17 if:
- 18 (A) they are licensed real estate agents;
  - 19 (B) substantially all their remuneration is directly related to  
 20 sales volume and not the number of hours worked; and
  - 21 (C) they have written agreements with real estate brokers  
 22 stating that they are not to be treated as employees for tax  
 23 purposes.
- 24 (5) A person is an independent contractor in the construction  
 25 trades and not an employee under this chapter if the person is an  
 26 independent contractor under the guidelines of the United States  
 27 Internal Revenue Service.
- 28 (6) An owner-operator that provides a motor vehicle and the  
 29 services of a driver under a written contract that is subject to  
 30 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor  
 31 carrier is not an employee of the motor carrier for purposes of this  
 32 chapter. The owner-operator may elect to be covered and have the  
 33 owner-operator's drivers covered under a worker's compensation  
 34 insurance policy or authorized self-insurance that insures the  
 35 motor carrier if the owner-operator pays the premiums as  
 36 requested by the motor carrier. An election by an owner-operator  
 37 under this subdivision does not terminate the independent  
 38 contractor status of the owner-operator for any purpose other than  
 39 the purpose of this subdivision.
- 40 (7) An unpaid participant under the federal School to Work  
 41 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the  
 42 extent set forth under section 2.5 of this chapter.



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

6 (9) An officer of a corporation who is an employee of the  
7 corporation under this chapter may elect not to be an employee of  
8 the corporation under this chapter. An officer of a corporation  
9 who is also an owner of any interest in the corporation may elect  
10 not to be an employee of the corporation under this chapter. If an  
11 officer makes this election, the officer must serve written notice  
12 of the election on the corporation's insurance carrier and the  
13 board. An officer of a corporation may not be considered to be  
14 excluded as an employee under this chapter until the notice is  
15 received by the insurance carrier and the board.

16 (10) An individual who is not an employee of the state or a  
17 political subdivision is considered to be a temporary employee of  
18 the state for purposes of this chapter while serving as a member  
19 of a mobile support unit on duty for training, an exercise, or a  
20 response, as set forth in IC 10-14-3-19(c)(2)(B).

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



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

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

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

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

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

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

39 (4) In all cases of occupational disease caused by the inhalation  
40 of asbestos dust in which the last date of the last exposure occurs  
41 on or after July 1, 1985, and before July 1, 1988, no compensation  
42 shall be payable unless disablement, as defined in subsection (e),



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



- 1 ZIP codes with the first three (3) digits 462.
- 2 (7) The geographic service area served by ZIP codes with the first
- 3 three (3) digits 470, 471, 472, 474, and 478.
- 4 (8) The geographic service area served by ZIP codes with the first
- 5 three (3) digits 475, 476, and 477.
- 6 (k) As used in this chapter, "medical service provider" refers to a
- 7 person or an entity that provides services or products to an employee
- 8 under this chapter. Except as otherwise provided in this chapter, the
- 9 term includes a medical service facility.
- 10 (l) As used in this chapter, "medical service facility" means any of
- 11 the following that provides a service or product under this chapter and
- 12 uses the CMS 1450 (UB-04) form **or the CMS 1500 (HCFA-1500)**
- 13 **form** for Medicare reimbursement:
- 14 **(1) An ambulatory outpatient surgical center (as defined in**
- 15 **IC 16-18-2-14).**
- 16 ~~(1)~~ **(2) A hospital (as defined in IC 16-18-2-179).**
- 17 ~~(2)~~ **(3) A hospital based health facility (as defined in**
- 18 **IC 16-18-2-180).**
- 19 ~~(3)~~ **(4) A medical center (as defined in IC 16-18-2-223.4).**
- 20 **(5) An office where the practice of:**
- 21 **(A) an occupational therapist licensed under IC 25-23.5;**
- 22 **(B) a physical therapist licensed under IC 25-27; or**
- 23 **(C) a physician licensed under IC 25-22.5 or a group of**
- 24 **physicians;**
- 25 **is owned by a hospital (as defined in IC 16-18-2-179).**
- 26 The term does not include a professional corporation (as defined in
- 27 IC 23-1.5-1-10) comprised of health care professionals (as defined in
- 28 IC 23-1.5-1-8) formed to render professional services as set forth in
- 29 IC 23-1.5-2-3(a)(4) or a health care professional (as defined in
- 30 IC 23-1.5-1-8) who bills for a service or product provided under this
- 31 chapter as an individual or a member of a group practice or another
- 32 medical service provider that uses the CMS 1500 form for Medicare
- 33 reimbursement.
- 34 (m) As used in this chapter, "pecuniary liability" means the
- 35 responsibility of an employer or the employer's insurance carrier for the
- 36 payment of the charges for each specific service or product for human
- 37 medical treatment provided under this chapter as follows:
- 38 (1) This subdivision applies before July 1, 2014, to all medical
- 39 service providers, and after June 30, 2014, to a medical service
- 40 provider that is not a medical service facility. Payment of the
- 41 charges in a defined community, equal to or less than the charges
- 42 made by medical service providers at the eightieth percentile in



1 the same community for like services or products.

2 (2) Payment of the charges in a reasonable amount, which is  
3 established by payment of one (1) of the following:

4 (A) The amount negotiated at any time between the medical  
5 service facility and any of the following, if an amount has been  
6 negotiated:

7 (i) The employer.

8 (ii) The employer's insurance carrier.

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

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

13 (B) **An amount not to exceed** two hundred percent (200%) of  
14 the amount that would be paid to the medical service facility  
15 on the same date for the same service or product under the  
16 medical service facility's Medicare reimbursement rate, if, ~~an~~  
17 ~~amount has not been negotiated as~~ **after conducting the**  
18 **negotiations** described in clause (A), **an agreement has not**  
19 **been reached.**

20 (n) "Service or product" or "services and products" refers to  
21 medical, hospital, surgical, or nursing service, treatment, and supplies  
22 provided under this chapter.

23 SECTION 7. IC 22-3-7-16, AS AMENDED BY P.L.32-2021,  
24 SECTION 64, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
25 JULY 1, 2022]: Sec. 16. (a) Compensation shall be allowed on account  
26 of disablement from occupational disease resulting in only temporary  
27 total disability to work or temporary partial disability to work  
28 beginning with the eighth day of such disability except for the medical  
29 benefits provided for in section 17 of this chapter. Compensation shall  
30 be allowed for the first seven (7) calendar days only as provided in this  
31 section. The first weekly installment of compensation for temporary  
32 disability is due fourteen (14) days after the disability begins. Not later  
33 than fourteen (14) days from the date that the first installment of  
34 compensation is due, the employer or the employer's insurance carrier  
35 shall file a report of payment of compensation with the worker's  
36 compensation board electronically and tender to the employee or to the  
37 employee's dependents, with all compensation due, a properly prepared  
38 compensation agreement in a form prescribed by the board. The  
39 presentation to the employee or to the employee's dependents of the  
40 check, draft, or electronic payment from the employer or the employer's  
41 insurance carrier for the proper amount, drawn upon a bank in which  
42 money is on deposit to pay the same on demand, shall be sufficient



1 tender of the compensation.

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

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

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

25 (c) Once begun, temporary total disability benefits may not be  
 26 terminated by the employer unless:

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

36 In each instance, the employer must provide written notice to the  
 37 injured worker on a form approved by the board. In all other cases the  
 38 employer must notify the employee in writing of the employer's intent  
 39 to terminate the payment of temporary total disability benefits, and of  
 40 the availability of employment, if any, on a form approved by the  
 41 board. In all instances, the employer must file an electronic notice of  
 42 the termination with the board.



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

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

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

36 (g) For disablements occurring on and after July 1, 1976, from  
37 occupational disease resulting in temporary total disability for any work  
38 there shall be paid to the disabled employee during the temporary total  
39 disability weekly compensation equal to sixty-six and two-thirds  
40 percent (66 2/3%) of the employee's average weekly wages, as defined  
41 in section 19 of this chapter, for a period not to exceed five hundred  
42 (500) weeks. Compensation shall be allowed for the first seven (7)



1 calendar days only if the disability continues for longer than twenty-one  
2 (21) days.

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

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

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

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

40 (l) For disabilities occurring on and after July 1, 1990, and before  
41 July 1, 1991, from occupational disease in the following schedule, the  
42 employee shall receive in addition to disability benefits, not exceeding



1 seventy-eight (78) weeks on account of the occupational disease, a  
2 weekly compensation of sixty percent (60%) of the employee's average  
3 weekly wages, not to exceed two hundred dollars (\$200) average  
4 weekly wages, for the period stated for the disabilities.

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

26 (2) Loss of Use: The total permanent loss of the use of an arm,  
27 hand, thumb, finger, leg, foot, toe, or phalange shall be considered  
28 as the equivalent of the loss by separation of the arm, hand,  
29 thumb, finger, leg, foot, toe, or phalange and the compensation  
30 shall be paid for the same period as for the loss thereof by  
31 separation.

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

36 (4) For disablements for occupational disease resulting in total  
37 permanent disability, five hundred (500) weeks.

38 (5) For the loss of both hands, or both feet, or the total sight of  
39 both eyes, or any two (2) of such losses resulting from the same  
40 disablement by occupational disease, five hundred (500) weeks.

41 (6) For the permanent and complete loss of vision by enucleation  
42 of an eye, or its reduction to one-tenth (1/10) of normal vision



1 with glasses, one hundred fifty (150) weeks, and for any other  
2 permanent reduction of the sight of an eye, compensation shall be  
3 paid for a period proportionate to the degree of such permanent  
4 reduction without correction or glasses. However, when such  
5 permanent reduction without correction or glasses would result in  
6 one hundred percent (100%) loss of vision, but correction or  
7 glasses would result in restoration of vision, then compensation  
8 shall be paid for fifty percent (50%) of such total loss of vision  
9 without glasses plus an additional amount equal to the  
10 proportionate amount of such reduction with glasses, not to  
11 exceed an additional fifty percent (50%).

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

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

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

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

36 (1) Amputation: For the loss by separation of the thumb, twelve  
37 (12) degrees of permanent impairment; of the index finger, eight  
38 (8) degrees of permanent impairment; of the second finger, seven  
39 (7) degrees of permanent impairment; of the third or ring finger,  
40 six (6) degrees of permanent impairment; of the fourth or little  
41 finger, four (4) degrees of permanent impairment; of the hand by  
42 separation below the elbow joint, forty (40) degrees of permanent



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



1           impairment; for the loss of both testicles, thirty (30) degrees of  
2           permanent impairment.

3           (8) Loss of use: The total permanent loss of the use of an arm, a  
4           hand, a thumb, a finger, a leg, a foot, a toe, or a phalange shall be  
5           considered as the equivalent of the loss by separation of the arm,  
6           hand, thumb, finger, leg, foot, toe, or phalange, and compensation  
7           shall be paid in the same amount as for the loss by separation.  
8           However, the doubling provision of subdivision (2) does not  
9           apply to a loss of use that is not a loss by separation.

10          (9) Partial loss of use: For the permanent partial loss of the use of  
11          an arm, a hand, a thumb, a finger, a leg, a foot, a toe, or a  
12          phalange, compensation shall be paid for the proportionate loss of  
13          the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.

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

17          (11) Visual impairments shall be based on the Functional Vision  
18          Score (FVS) assessing the visual acuity and visual field to  
19          evaluate any reduction in ability to perform vision-related  
20          Activities of Daily Living (ADL). Unless such loss is otherwise  
21          specified in subdivision (5), visual impairments shall be paid as  
22          a whole person rating.

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

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

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

39          (n) With respect to disablements occurring on and after July 1,  
40          1991, compensation for permanent partial impairment shall be paid  
41          according to the degree of permanent impairment for the disablement  
42          determined under subsection (m) and the following:



- 1 (1) With respect to disablements occurring on and after July 1,  
2 1991, and before July 1, 1992, for each degree of permanent  
3 impairment from one (1) to thirty-five (35), five hundred dollars  
4 (\$500) per degree; for each degree of permanent impairment from  
5 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per  
6 degree; for each degree of permanent impairment above fifty (50),  
7 one thousand five hundred dollars (\$1,500) per degree.
- 8 (2) With respect to disablements occurring on and after July 1,  
9 1992, and before July 1, 1993, for each degree of permanent  
10 impairment from one (1) to twenty (20), five hundred dollars  
11 (\$500) per degree; for each degree of permanent impairment from  
12 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)  
13 per degree; for each degree of permanent impairment from  
14 thirty-six (36) to fifty (50), one thousand three hundred dollars  
15 (\$1,300) per degree; for each degree of permanent impairment  
16 above fifty (50), one thousand seven hundred dollars (\$1,700) per  
17 degree.
- 18 (3) With respect to disablements occurring on and after July 1,  
19 1993, and before July 1, 1997, for each degree of permanent  
20 impairment from one (1) to ten (10), five hundred dollars (\$500)  
21 per degree; for each degree of permanent impairment from eleven  
22 (11) to twenty (20), seven hundred dollars (\$700) per degree; for  
23 each degree of permanent impairment from twenty-one (21) to  
24 thirty-five (35), one thousand dollars (\$1,000) per degree; for  
25 each degree of permanent impairment from thirty-six (36) to fifty  
26 (50), one thousand four hundred dollars (\$1,400) per degree; for  
27 each degree of permanent impairment above fifty (50), one  
28 thousand seven hundred dollars (\$1,700) per degree.
- 29 (4) With respect to disablements occurring on and after July 1,  
30 1997, and before July 1, 1998, for each degree of permanent  
31 impairment from one (1) to ten (10), seven hundred fifty dollars  
32 (\$750) per degree; for each degree of permanent impairment from  
33 eleven (11) to thirty-five (35), one thousand dollars (\$1,000) per  
34 degree; for each degree of permanent impairment from thirty-six  
35 (36) to fifty (50), one thousand four hundred dollars (\$1,400) per  
36 degree; for each degree of permanent impairment above fifty (50),  
37 one thousand seven hundred dollars (\$1,700) per degree.
- 38 (5) With respect to disablements occurring on and after July 1,  
39 1998, and before July 1, 1999, for each degree of permanent  
40 impairment from one (1) to ten (10), seven hundred fifty dollars  
41 (\$750) per degree; for each degree of permanent impairment from  
42 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



1 thousand one hundred fifty dollars (\$3,150) per degree.  
2 (10) With respect to disablements occurring on and after July 1,  
3 2008, and before July 1, 2009, for each degree of permanent  
4 impairment from one (1) to ten (10), one thousand three hundred  
5 sixty-five dollars (\$1,365) per degree; for each degree of  
6 permanent impairment from eleven (11) to thirty-five (35), one  
7 thousand five hundred seventy dollars (\$1,570) per degree; for  
8 each degree of permanent impairment from thirty-six (36) to fifty  
9 (50), two thousand five hundred twenty-five dollars (\$2,525) per  
10 degree; for each degree of permanent impairment above fifty (50),  
11 three thousand two hundred dollars (\$3,200) per degree.  
12 (11) With respect to disablements occurring on and after July 1,  
13 2009, and before July 1, 2010, for each degree of permanent  
14 impairment from one (1) to ten (10), one thousand three hundred  
15 eighty dollars (\$1,380) per degree; for each degree of permanent  
16 impairment from eleven (11) to thirty-five (35), one thousand five  
17 hundred eighty-five dollars (\$1,585) per degree; for each degree  
18 of permanent impairment from thirty-six (36) to fifty (50), two  
19 thousand six hundred dollars (\$2,600) per degree; for each degree  
20 of permanent impairment above fifty (50), three thousand three  
21 hundred dollars (\$3,300) per degree.  
22 (12) With respect to disablements occurring on and after July 1,  
23 2010, and before July 1, 2014, for each degree of permanent  
24 impairment from one (1) to ten (10), one thousand four hundred  
25 dollars (\$1,400) per degree; for each degree of permanent  
26 impairment from eleven (11) to thirty-five (35), one thousand six  
27 hundred dollars (\$1,600) per degree; for each degree of  
28 permanent impairment from thirty-six (36) to fifty (50), two  
29 thousand seven hundred dollars (\$2,700) per degree; for each  
30 degree of permanent impairment above fifty (50), three thousand  
31 five hundred dollars (\$3,500) per degree.  
32 (13) With respect to disablements occurring on and after July 1,  
33 2014, and before July 1, 2015, for each degree of permanent  
34 impairment from one (1) to ten (10), one thousand five hundred  
35 seventeen dollars (\$1,517) per degree; for each degree of  
36 permanent impairment from eleven (11) to thirty-five (35), one  
37 thousand seven hundred seventeen dollars (\$1,717) per degree;  
38 for each degree of permanent impairment from thirty-six (36) to  
39 fifty (50), two thousand eight hundred sixty-two dollars (\$2,862)  
40 per degree; for each degree of permanent impairment above fifty  
41 (50), three thousand six hundred eighty-seven dollars (\$3,687) per  
42 degree.



1 (14) With respect to disablements occurring on and after July 1,  
 2 2015, and before July 1, 2016, for each degree of permanent  
 3 impairment from one (1) to ten (10), one thousand six hundred  
 4 thirty-three dollars (\$1,633) per degree; for each degree of  
 5 permanent impairment from eleven (11) to thirty-five (35), one  
 6 thousand eight hundred thirty-five dollars (\$1,835) per degree; for  
 7 each degree of permanent impairment from thirty-six (36) to fifty  
 8 (50), three thousand twenty-four dollars (\$3,024) per degree; for  
 9 each degree of permanent impairment above fifty (50), three  
 10 thousand eight hundred seventy-three dollars (\$3,873) per degree.  
 11 (15) With respect to disablements occurring on and after July 1,  
 12 2016, **and before July 1, 2022**, for each degree of permanent  
 13 impairment from one (1) to ten (10), one thousand seven hundred  
 14 fifty dollars (\$1,750) per degree; for each degree of permanent  
 15 impairment from eleven (11) to thirty-five (35), one thousand nine  
 16 hundred fifty-two dollars (\$1,952) per degree; for each degree of  
 17 permanent impairment from thirty-six (36) to fifty (50), three  
 18 thousand one hundred eighty-six dollars (\$3,186) per degree; for  
 19 each degree of permanent impairment above fifty (50), four  
 20 thousand sixty dollars (\$4,060) per degree.  
 21 **(16) With respect to disablements occurring on and after July**  
 22 **1, 2022, and before July 1, 2023, for each degree of permanent**  
 23 **impairment from one (1) to ten (10), one thousand seven**  
 24 **hundred eighty-five dollars (\$1,785) per degree; for each**  
 25 **degree of permanent impairment from eleven (11) to**  
 26 **thirty-five (35), one thousand nine hundred ninety-one dollars**  
 27 **(\$1,991) per degree; for each degree of permanent**  
 28 **impairment from thirty-six (36) to fifty (50), three thousand**  
 29 **two hundred fifty dollars (\$3,250) per degree; for each degree**  
 30 **of permanent impairment above fifty (50), four thousand one**  
 31 **hundred forty-one dollars (\$4,141) per degree.**  
 32 **(17) With respect to disablements occurring on and after July**  
 33 **1, 2023, and before July 1, 2024, for each degree of permanent**  
 34 **impairment from one (1) to ten (10), one thousand eight**  
 35 **hundred twenty-one dollars (\$1,821) per degree; for each**  
 36 **degree of permanent impairment from eleven (11) to**  
 37 **thirty-five (35), two thousand thirty-one dollars (\$2,031) per**  
 38 **degree; for each degree of permanent impairment from**  
 39 **thirty-six (36) to fifty (50), three thousand three hundred**  
 40 **fifteen dollars (\$3,315) per degree; for each degree of**  
 41 **permanent impairment above fifty (50), four thousand two**  
 42 **hundred twenty-four dollars (\$4,224) per degree.**



1           **(18) With respect to disablements occurring on and after July**  
 2           **1, 2024, and before July 1, 2025, for each degree of permanent**  
 3           **impairment from one (1) to ten (10), one thousand eight**  
 4           **hundred fifty-seven dollars (\$1,857) per degree; for each**  
 5           **degree of permanent impairment from eleven (11) to**  
 6           **thirty-five (35), two thousand seventy-two dollars (\$2,072) per**  
 7           **degree; for each degree of permanent impairment from**  
 8           **thirty-six (36) to fifty (50), three thousand three hundred**  
 9           **eighty-one dollars (\$3,381) per degree; for each degree of**  
 10           **permanent impairment above fifty (50), four thousand three**  
 11           **hundred eight dollars (\$4,308) per degree.**

12           **(19) With respect to disablements occurring on and after July**  
 13           **1, 2025, for each degree of permanent impairment from one**  
 14           **(1) to ten (10), one thousand eight hundred ninety-four dollars**  
 15           **(\$1,894) per degree; for each degree of permanent**  
 16           **impairment from eleven (11) to thirty-five (35), two thousand**  
 17           **one hundred thirteen dollars (\$2,113) per degree; for each**  
 18           **degree of permanent impairment from thirty-six (36) to fifty**  
 19           **(50), three thousand four hundred forty-nine dollars (\$3,449)**  
 20           **per degree; for each degree of permanent impairment above**  
 21           **fifty (50), four thousand three hundred ninety-four dollars**  
 22           **(\$4,394) per degree.**

23           (o) The average weekly wages used in the determination of  
 24           compensation for permanent partial impairment under subsections (m)  
 25           and (n) shall not exceed the following:

26           (1) With respect to disablements occurring on or after July 1,  
 27           1991, and before July 1, 1992, four hundred ninety-two dollars  
 28           (\$492).

29           (2) With respect to disablements occurring on or after July 1,  
 30           1992, and before July 1, 1993, five hundred forty dollars (\$540).

31           (3) With respect to disablements occurring on or after July 1,  
 32           1993, and before July 1, 1994, five hundred ninety-one dollars  
 33           (\$591).

34           (4) With respect to disablements occurring on or after July 1,  
 35           1994, and before July 1, 1997, six hundred forty-two dollars  
 36           (\$642).

37           (5) With respect to disablements occurring on or after July 1,  
 38           1997, and before July 1, 1998, six hundred seventy-two dollars  
 39           (\$672).

40           (6) With respect to disablements occurring on or after July 1,  
 41           1998, and before July 1, 1999, seven hundred two dollars (\$702).

42           (7) With respect to disablements occurring on or after July 1,



- 1 1999, and before July 1, 2000, seven hundred thirty-two dollars  
2 (\$732).
- 3 (8) With respect to disablements occurring on or after July 1,  
4 2000, and before July 1, 2001, seven hundred sixty-two dollars  
5 (\$762).
- 6 (9) With respect to disablements occurring on or after July 1,  
7 2001, and before July 1, 2002, eight hundred twenty-two dollars  
8 (\$822).
- 9 (10) With respect to disablements occurring on or after July 1,  
10 2002, and before July 1, 2006, eight hundred eighty-two dollars  
11 (\$882).
- 12 (11) With respect to disablements occurring on or after July 1,  
13 2006, and before July 1, 2007, nine hundred dollars (\$900).
- 14 (12) With respect to disablements occurring on or after July 1,  
15 2007, and before July 1, 2008, nine hundred thirty dollars (\$930).
- 16 (13) With respect to disablements occurring on or after July 1,  
17 2008, and before July 1, 2009, nine hundred fifty-four dollars  
18 (\$954).
- 19 (14) With respect to disablements occurring on or after July 1,  
20 2009, and before July 1, 2014, nine hundred seventy-five dollars  
21 (\$975).
- 22 (15) With respect to disablements occurring on or after July 1,  
23 2014, and before July 1, 2015, one thousand forty dollars  
24 (\$1,040).
- 25 (16) With respect to disablements occurring on or after July 1,  
26 2015, and before July 1, 2016, one thousand one hundred five  
27 dollars (\$1,105).
- 28 (17) With respect to disablements occurring on or after July 1,  
29 2016, **and before July 1, 2022**, one thousand one hundred  
30 seventy dollars (\$1,170).
- 31 **(18) With respect to disablements occurring on or after July**  
32 **1, 2022, and before July 1, 2023, one thousand one hundred**  
33 **ninety-three dollars (\$1,193).**
- 34 **(19) With respect to disablements occurring on or after July**  
35 **1, 2023, and before July 1, 2024, one thousand two hundred**  
36 **seventeen dollars (\$1,217).**
- 37 **(20) With respect to disablements occurring on or after July**  
38 **1, 2024, and before July 1, 2025, one thousand two hundred**  
39 **forty-one dollars (\$1,241).**
- 40 **(21) With respect to disablements occurring on or after July**  
41 **1, 2025, one thousand two hundred sixty-six dollars (\$1,266).**
- 42 (p) If any employee, only partially disabled, refuses employment



1 suitable to the employee's capacity procured for the employee, the  
2 employee shall not be entitled to any compensation at any time during  
3 the continuance of such refusal unless, in the opinion of the worker's  
4 compensation board, such refusal was justifiable. The employee must  
5 be served with a notice setting forth the consequences of the refusal  
6 under this subsection. The notice must be in a form prescribed by the  
7 worker's compensation board.

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

30 (r) If an employee suffers a disablement from an occupational  
31 disease for which compensation is payable while the employee is still  
32 receiving or entitled to compensation for a previous injury by accident  
33 or disability by occupational disease in the same employment, the  
34 employee shall not at the same time be entitled to compensation for  
35 both, unless it be for a permanent injury, such as specified in  
36 subsection (m)(1), (m)(4), (m)(5), (m)(8), or (m)(9), but the employee  
37 shall be entitled to compensation for that disability and from the time  
38 of that disability which will cover the longest period and the largest  
39 amount payable under this chapter.

40 (s) If an employee receives a permanent disability from an  
41 occupational disease such as specified in subsection (m)(1), (m)(4),  
42 (m)(5), (m)(8), or (m)(9) after having sustained another such



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

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

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

28 (v) When so provided in the compensation agreement or in the  
29 award of the worker's compensation board, compensation may be paid  
30 semimonthly, or monthly, instead of weekly.

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

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



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

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

11 SECTION 8. IC 22-3-7-17.2, AS AMENDED BY P.L.99-2014,  
12 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
13 JANUARY 1, 2023]: Sec. 17.2. (a) A billing review service shall  
14 adhere to the following requirements to determine the pecuniary  
15 liability of an employer or an employer's insurance carrier for a specific  
16 service or product covered under this chapter provided before July 1,  
17 2014, by all medical service providers, and after June 30, 2014, by a  
18 medical service provider that is not a 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 (b) This subsection applies after June 30, 2014, to a medical service  
40 facility. The pecuniary liability of an employer or an employer's  
41 insurance carrier for a specific service or product covered under this  
42 chapter and provided by a medical service facility is equal to a



1 reasonable amount, which is established by payment of one (1) of the  
2 following:

3 (1) The amount negotiated at any time between the medical  
4 service facility and any of the following:

5 (A) The employer.

6 (B) The employer's insurance carrier.

7 (C) A billing review service on behalf of a person described in  
8 clause (A) or (B).

9 (D) A direct provider network that has contracted with a  
10 person described in clause (A) or (B).

11 (2) **An amount not to exceed** two hundred percent (200%) of the  
12 amount that would be paid to the medical service facility on the  
13 same date for the same service or product under the medical  
14 service facility's Medicare reimbursement rate, if, **an amount has**  
15 **not been negotiated as after conducting the negotiations**  
16 **described in subdivision (1), an agreement has not been**  
17 **reached.**

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

25 (1) the name of the billing review service used to make the  
26 reduction;

27 (2) the dollar amount of the reduction;

28 (3) the dollar amount of the medical service at the eightieth  
29 percentile; and

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

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

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

42 SECTION 9. IC 22-3-7-19, AS AMENDED BY P.L.275-2013,



1 SECTION 17, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE  
2 JULY 1, 2022]: Sec. 19. (a) In computing compensation for temporary  
3 total disability, temporary partial disability, and total permanent  
4 disability, with respect to occupational diseases occurring on and after  
5 July 1, 1985, and before July 1, 1986, the average weekly wages are  
6 considered to be:

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

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

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

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

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

15 (c) 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, 1988, and before  
18 July 1, 1989, the average weekly wages are considered to be:

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

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

21 (d) 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, 1989, and before  
24 July 1, 1990, the average weekly wages are considered to be:

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

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

27 (e) 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, 1990, and before  
30 July 1, 1991, the average weekly wages are considered to be:

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

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

33 (f) 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, 1991, and before  
36 July 1, 1992, the average weekly wages are considered to be:

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

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

39 (g) 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, 1992, and before  
42 July 1, 1993, the average weekly wages are considered to be:



- 1 (1) not more than five hundred forty dollars (\$540); and  
 2 (2) not less than seventy-five dollars (\$75).
- 3 (h) In computing compensation for temporary total disability,  
 4 temporary partial disability, and total permanent disability, with respect  
 5 to occupational diseases occurring on and after July 1, 1993, and before  
 6 July 1, 1994, the average weekly wages are considered to be:  
 7 (1) not more than five hundred ninety-one dollars (\$591); and  
 8 (2) not less than seventy-five dollars (\$75).
- 9 (i) In computing compensation for temporary total disability,  
 10 temporary partial disability and total permanent disability, with respect  
 11 to occupational diseases occurring on and after July 1, 1994, and before  
 12 July 1, 1997, the average weekly wages are considered to be:  
 13 (1) not more than six hundred forty-two dollars (\$642); and  
 14 (2) not less than seventy-five dollars (\$75).
- 15 (j) In computing compensation for temporary total disability,  
 16 temporary partial disability, and total permanent disability, the average  
 17 weekly wages are considered to be:  
 18 (1) with respect to occupational diseases occurring on and after  
 19 July 1, 1997, and before July 1, 1998:  
 20 (A) not more than six hundred seventy-two dollars (\$672); and  
 21 (B) not less than seventy-five dollars (\$75);  
 22 (2) with respect to occupational diseases occurring on and after  
 23 July 1, 1998, and before July 1, 1999:  
 24 (A) not more than seven hundred two dollars (\$702); and  
 25 (B) not less than seventy-five dollars (\$75);  
 26 (3) with respect to occupational diseases occurring on and after  
 27 July 1, 1999, and before July 1, 2000:  
 28 (A) not more than seven hundred thirty-two dollars (\$732);  
 29 and  
 30 (B) not less than seventy-five dollars (\$75);  
 31 (4) with respect to occupational diseases occurring on and after  
 32 July 1, 2000, and before July 1, 2001:  
 33 (A) not more than seven hundred sixty-two dollars (\$762); and  
 34 (B) not less than seventy-five dollars (\$75);  
 35 (5) with respect to disablements occurring on and after July 1,  
 36 2001, and before July 1, 2002:  
 37 (A) not more than eight hundred twenty-two dollars (\$822);  
 38 and  
 39 (B) not less than seventy-five dollars (\$75);  
 40 (6) with respect to disablements occurring on and after July 1,  
 41 2002, and before July 1, 2006:  
 42 (A) not more than eight hundred eighty-two dollars (\$882);



- 1 and
- 2 (B) not less than seventy-five dollars (\$75);
- 3 (7) with respect to disablements occurring on and after July 1,
- 4 2006, and before July 1, 2007:
- 5 (A) not more than nine hundred dollars (\$900); and
- 6 (B) not less than seventy-five dollars (\$75);
- 7 (8) with respect to disablements occurring on and after July 1,
- 8 2007, and before July 1, 2008:
- 9 (A) not more than nine hundred thirty dollars (\$930); and
- 10 (B) not less than seventy-five dollars (\$75);
- 11 (9) with respect to disablements occurring on and after July 1,
- 12 2008, and before July 1, 2009:
- 13 (A) not more than nine hundred fifty-four dollars (\$954); and
- 14 (B) not less than seventy-five dollars (\$75);
- 15 (10) with respect to disablements occurring on and after July 1,
- 16 2009, and before July 1, 2014:
- 17 (A) not more than nine hundred seventy-five dollars (\$975);
- 18 and
- 19 (B) not less than seventy-five dollars (\$75);
- 20 (11) with respect to disablements occurring on and after July 1,
- 21 2014, and before July 1, 2015:
- 22 (A) not more than one thousand forty dollars (\$1,040); and
- 23 (B) not less than seventy-five dollars (\$75);
- 24 (12) with respect to disablements occurring on and after July 1,
- 25 2015, and before July 1, 2016:
- 26 (A) not more than one thousand one hundred five dollars
- 27 (\$1,105); and
- 28 (B) not less than seventy-five dollars (\$75); ~~and~~
- 29 (13) with respect to disablements occurring on and after July 1,
- 30 2016, **and before July 1, 2022:**
- 31 (A) not more than one thousand one hundred seventy dollars
- 32 (\$1,170); and
- 33 (B) not less than seventy-five dollars (\$75);
- 34 **(14) with respect to disablements occurring on and after July**
- 35 **1, 2022, and before July 1, 2023:**
- 36 **(A) not more than one thousand one hundred ninety-three**
- 37 **dollars (\$1,193); and**
- 38 **(B) not less than seventy-five dollars (\$75);**
- 39 **(15) with respect to disablements occurring on and after July**
- 40 **1, 2023, and before July 1, 2024:**
- 41 **(A) not more than one thousand two hundred seventeen**
- 42 **dollars (\$1,217); and**



- 1                   **(B) not less than seventy-five dollars (\$75);**  
 2                   **(16) with respect to disablements occurring on and after July**  
 3                   **1, 2024, and before July 1, 2025:**  
 4                   **(A) not more than one thousand two hundred forty-one**  
 5                   **dollars (\$1,241); and**  
 6                   **(B) not less than seventy-five dollars (\$75); and**  
 7                   **(17) with respect to disablements occurring on and after July**  
 8                   **1, 2025:**  
 9                   **(A) not more than one thousand two hundred sixty-six**  
 10                   **dollars (\$1,266); and**  
 11                   **(B) not less than seventy-five dollars (\$75).**  
 12                   (k) The maximum compensation with respect to disability or death  
 13                   occurring on and after July 1, 1985, and before July 1, 1986, which  
 14                   shall be paid for occupational disease and the results thereof under the  
 15                   provisions of this chapter or under any combination of its provisions  
 16                   may not exceed eighty-nine thousand dollars (\$89,000) in any case.  
 17                   (l) The maximum compensation with respect to disability or death  
 18                   occurring on and after July 1, 1986, and before July 1, 1988, which  
 19                   shall be paid for occupational disease and the results thereof under the  
 20                   provisions of this chapter or under any combination of its provisions  
 21                   may not exceed ninety-five thousand dollars (\$95,000) in any case.  
 22                   (m) The maximum compensation with respect to disability or death  
 23                   occurring on and after July 1, 1988, and before July 1, 1989, that shall  
 24                   be paid for occupational disease and the results thereof under this  
 25                   chapter or under any combination of its provisions may not exceed one  
 26                   hundred twenty-eight thousand dollars (\$128,000) in any case.  
 27                   (n) The maximum compensation with respect to disability or death  
 28                   occurring on and after July 1, 1989, and before July 1, 1990, that shall  
 29                   be paid for occupational disease and the results thereof under this  
 30                   chapter or under any combination of its provisions may not exceed one  
 31                   hundred thirty-seven thousand dollars (\$137,000) in any case.  
 32                   (o) The maximum compensation with respect to disability or death  
 33                   occurring on and after July 1, 1990, and before July 1, 1991, that shall  
 34                   be paid for occupational disease and the results thereof under this  
 35                   chapter or under any combination of its provisions may not exceed one  
 36                   hundred forty-seven thousand dollars (\$147,000) in any case.  
 37                   (p) The maximum compensation with respect to disability or death  
 38                   occurring on and after July 1, 1991, and before July 1, 1992, that shall  
 39                   be paid for occupational disease and the results thereof under this  
 40                   chapter or under any combination of the provisions of this chapter may  
 41                   not exceed one hundred sixty-four thousand dollars (\$164,000) in any  
 42                   case.



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

6 (r) The maximum compensation with respect to disability or death  
7 occurring on and after July 1, 1993, and before July 1, 1994, that shall  
8 be paid for occupational disease and the results thereof under this  
9 chapter or under any combination of the provisions of this chapter may  
10 not exceed one hundred ninety-seven thousand dollars (\$197,000) in  
11 any case.

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

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

22 (1) With respect to disability or death occurring on and after July  
23 1, 1997, and before July 1, 1998, two hundred twenty-four  
24 thousand dollars (\$224,000).

25 (2) With respect to disability or death occurring on and after July  
26 1, 1998, and before July 1, 1999, two hundred thirty-four  
27 thousand dollars (\$234,000).

28 (3) With respect to disability or death occurring on and after July  
29 1, 1999, and before July 1, 2000, two hundred forty-four thousand  
30 dollars (\$244,000).

31 (4) With respect to disability or death occurring on and after July  
32 1, 2000, and before July 1, 2001, two hundred fifty-four thousand  
33 dollars (\$254,000).

34 (5) With respect to disability or death occurring on and after July  
35 1, 2001, and before July 1, 2002, two hundred seventy-four  
36 thousand dollars (\$274,000).

37 (6) With respect to disability or death occurring on and after July  
38 1, 2002, and before July 1, 2006, two hundred ninety-four  
39 thousand dollars (\$294,000).

40 (7) With respect to disability or death occurring on and after July  
41 1, 2006, and before July 1, 2007, three hundred thousand dollars  
42 (\$300,000).



- 1 (8) With respect to disability or death occurring on and after July  
 2 1, 2007, and before July 1, 2008, three hundred ten thousand  
 3 dollars (\$310,000).
- 4 (9) With respect to disability or death occurring on and after July  
 5 1, 2008, and before July 1, 2009, three hundred eighteen thousand  
 6 dollars (\$318,000).
- 7 (10) With respect to disability or death occurring on and after July  
 8 1, 2009, and before July 1, 2014, three hundred twenty-five  
 9 thousand dollars (\$325,000).
- 10 (11) With respect to disability or death occurring on and after July  
 11 1, 2014, and before July 1, 2015, three hundred forty-seven  
 12 thousand dollars (\$347,000).
- 13 (12) With respect to disability or death occurring on and after July  
 14 1, 2015, and before July 1, 2016, three hundred sixty-eight  
 15 thousand dollars (\$368,000).
- 16 (13) With respect to disability or death occurring on and after July  
 17 1, 2016, **and before July 1, 2022**, three hundred ninety thousand  
 18 dollars (\$390,000).
- 19 **(14) With respect to disability or death occurring on and after**  
 20 **July 1, 2022, and before July 1, 2023, three hundred**  
 21 **ninety-eight thousand dollars (\$398,000).**
- 22 **(15) With respect to disability or death occurring on and after**  
 23 **July 1, 2023, and before July 1, 2024, four hundred six**  
 24 **thousand dollars (\$406,000).**
- 25 **(16) With respect to disability or death occurring on and after**  
 26 **July 1, 2024, and before July 1, 2025, four hundred fourteen**  
 27 **thousand dollars (\$414,000).**
- 28 **(17) With respect to disability or death occurring on and after**  
 29 **July 1, 2025, four hundred twenty-two thousand dollars**  
 30 **(\$422,000).**
- 31 (u) For all disabilities occurring on and after July 1, 1985, "average  
 32 weekly wages" means the earnings of the injured employee during the  
 33 period of fifty-two (52) weeks immediately preceding the disability  
 34 divided by fifty-two (52). If the employee lost seven (7) or more  
 35 calendar days during the period, although not in the same week, then  
 36 the earnings for the remainder of the fifty-two (52) weeks shall be  
 37 divided by the number of weeks and parts of weeks remaining after the  
 38 time lost has been deducted. If employment before the date of disability  
 39 extended over a period of less than fifty-two (52) weeks, the method of  
 40 dividing the earnings during that period by the number of weeks and  
 41 parts of weeks during which the employee earned wages shall be  
 42 followed if results just and fair to both parties will be obtained. If by



1 reason of the shortness of the time during which the employee has been  
 2 in the employment of the employer or of the casual nature or terms of  
 3 the employment it is impracticable to compute the average weekly  
 4 wages for the employee, the employee's average weekly wages shall be  
 5 considered to be the average weekly amount that, during the fifty-two  
 6 (52) weeks before the date of disability, was being earned by a person  
 7 in the same grade employed at the same work by the same employer or,  
 8 if there is no person so employed, by a person in the same grade  
 9 employed in that same class of employment in the same district.  
 10 Whenever allowances of any character are made to an employee  
 11 instead of wages or a specified part of the wage contract, they shall be  
 12 considered a part of the employee's earnings.

13 (v) The provisions of this article may not be construed to result in  
 14 an award of benefits in which the number of weeks paid or to be paid  
 15 for temporary total disability, temporary partial disability, or permanent  
 16 total disability benefits combined exceeds five hundred (500) weeks.  
 17 This section shall not be construed to prevent a person from applying  
 18 for an award under IC 22-3-3-13. However, in case of permanent total  
 19 disability resulting from a disablement occurring on or after January 1,  
 20 1998, the minimum total benefit shall not be less than seventy-five  
 21 thousand dollars (\$75,000).

22 SECTION 10. IC 22-3-7.2 IS ADDED TO THE INDIANA CODE  
 23 AS A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE  
 24 JANUARY 1, 2023]:

25 **Chapter 7.2. Payments of Claims**

26 **Sec. 1. As used in this chapter, "clean claim" means a claim**  
 27 **submitted by a medical service provider for payment under**  
 28 **IC 22-3-2 through IC 22-3-7 that has no defect, impropriety, or**  
 29 **particular circumstance requiring special treatment preventing**  
 30 **payment.**

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

34 **Sec. 3. As used in this chapter, "medical service facility" means**  
 35 **any of the following that provides a service or product under**  
 36 **IC 22-3-2 through IC 22-3-7 and uses the CMS 1450 (UB-04) form**  
 37 **or the CMS 1500 (HCFA-1500) form for Medicare reimbursement:**

- 38 (1) An ambulatory outpatient surgical center (as defined in  
 39 IC 16-18-2-14).  
 40 (2) A hospital (as defined in IC 16-18-2-179).  
 41 (3) A hospital based health facility (as defined in  
 42 IC 16-18-2-180).



1           **(4) A medical center (as defined in IC 16-18-2-223.4).**

2           **(5) An office where the practice of:**

3               **(A) an occupational therapist licensed under IC 25-23.5;**

4               **(B) a physical therapist licensed under IC 25-27; or**

5               **(C) a physician licensed under IC 25-22.5 or a group of**  
6               **physicians;**

7           **is owned by a hospital (as defined in IC 16-18-2-179).**

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

13           **Sec. 5. (a) An insurer shall pay or deny each clean claim in**  
14           **accordance with section 6 of this chapter.**

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

17               **(1) thirty (30) days after the date the claim is received by the**  
18               **insurer, for a claim that is filed electronically; or**

19               **(2) forty-five (45) days after the date the claim is received by**  
20               **the insurer, for a claim that is filed on paper;**

21           **and describe any remedy necessary to establish a clean claim.**

22           **(c) Failure of an insurer to notify a medical service provider as**  
23           **required under subsection (b) establishes the submitted claim as a**  
24           **clean claim.**

25           **Sec. 6. (a) An insurer shall pay or deny each clean claim as**  
26           **follows:**

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

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

31           **(b) If:**

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

34               **(2) the insurer subsequently pays the claim;**

35           **the insurer shall pay the medical service provider that submitted**  
36           **the claim interest on the amount of the insurer's pecuniary liability**  
37           **under IC 22-3-2 through IC 22-3-7 for the claim paid under this**  
38           **section.**

39           **(c) Interest paid under subsection (b):**

40               **(1) accrues beginning:**

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



1                   **(B) forty-six (46) days after the date the claim is received**  
2                   **under subsection (a)(2); and**  
3                   **(2) stops accruing on the date the claim is paid.**  
4                   **(d) In paying interest under subsection (b), an insurer shall use**  
5                   **the same interest rate as provided in IC 12-15-21-3(7)(A).**  
6                   **Sec. 7. A medical service provider shall submit only the**  
7                   **following forms for payment by an insurer:**  
8                   **(1) CMS 1450 (UB-04).**  
9                   **(2) CMS 1500 (HCFA-1500).**  
10                   **(3) American Dental Association (ADA) claim form.**

