



January 20, 2022

HOUSE BILL No. 1153

DIGEST OF HB 1153 (Updated January 20, 2022 9:57 am - DI 141)

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 an ambulatory outpatient surgical center to the definition of "medical service facility" under the worker's compensation law. 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.
January 20, 2022, amended, reported — Do Pass.

HB 1153—LS 6981/DI 141



January 20, 2022

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**

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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 (‡) (3) A hospital based health facility (as defined in
 21 IC 16-18-2-180).
 22 (‡) (4) A medical center (as defined in IC 16-18-2-223.4).
 23 ~~The term does not include a professional corporation (as defined in~~
 24 ~~IC 23-1.5-1-10) comprised of health care professionals (as defined in~~
 25 ~~IC 23-1.5-1-8) formed to render professional services as set forth in~~
 26 ~~IC 23-1.5-2-3(a)(4) or a health care professional (as defined in~~
 27 ~~IC 23-1.5-1-8) who bills for a service or product provided under~~
 28 ~~IC 22-3-2 through IC 22-3-6 as an individual or a member of a group~~
 29 ~~practice or another medical service provider that uses the CMS 1500~~
 30 ~~form for Medicare reimbursement.~~
 31 (k) "Pecuniary liability" means the responsibility of an employer or
 32 the employer's insurance carrier for the payment of the charges for each
 33 specific service or product for human medical treatment provided
 34 under IC 22-3-2 through IC 22-3-6, as follows:
 35 (1) This subdivision applies before July 1, 2014, to all medical
 36 service providers, and after June 30, 2014, to a medical service
 37 provider that is not a medical service facility. Payment of the
 38 charges in a defined community, equal to or less than the charges
 39 made by medical service providers at the eightieth percentile in
 40 the same community for like services or products.
 41 (2) Payment of the charges in a reasonable amount, which is
 42 established by payment of one (1) of the following:



- 1 (A) The amount negotiated at any time between the medical
- 2 service facility and any of the following, if an amount has been
- 3 negotiated:
- 4 (i) The employer.
- 5 (ii) The employer's insurance carrier.
- 6 (iii) A billing review service on behalf of a person described
- 7 in item (i) or (ii).
- 8 (iv) A direct provider network that has contracted with a
- 9 person described in item (i) or (ii).
- 10 (B) **An amount not to exceed** two hundred percent (200%) of
- 11 the amount that would be paid to the medical service facility
- 12 on the same date for the same service or product under the
- 13 medical service facility's Medicare reimbursement rate, if, **an**
- 14 **amount has not been negotiated as after conducting the**
- 15 **negotiations** described in clause (A), **an agreement has not**
- 16 **been reached.**

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

20 SECTION 6. IC 22-3-7-9, AS AMENDED BY P.L.147-2020,
 21 SECTION 18, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 22 JANUARY 1, 2023]: Sec. 9. (a) As used in this chapter, "employer"
 23 includes the state and any political subdivision, any municipal
 24 corporation within the state, any individual or the legal representative
 25 of a deceased individual, firm, association, limited liability company,
 26 limited liability partnership, or corporation or the receiver or trustee of
 27 the same, using the services of another for pay. A corporation, limited
 28 liability company, or limited liability partnership that controls the
 29 activities of another corporation, limited liability company, or limited
 30 liability partnership, or a corporation and a limited liability company
 31 or a corporation and a limited liability partnership that are commonly
 32 owned entities, or the controlled corporation, limited liability company,
 33 limited liability partnership, or commonly owned entities, and a parent
 34 corporation and its subsidiaries shall each be considered joint
 35 employers of the corporation's, the controlled corporation's, the limited
 36 liability company's, the limited liability partnership's, the commonly
 37 owned entities', the parent's, or the subsidiaries' employees for purposes
 38 of sections 6 and 33 of this chapter. Both a lessor and a lessee of
 39 employees shall each be considered joint employers of the employees
 40 provided by the lessor to the lessee for purposes of sections 6 and 33
 41 of this chapter. The term also includes an employer that provides
 42 on-the-job training under the federal School to Work Opportunities Act



1 (20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this
 2 chapter. If the employer is insured, the term includes the employer's
 3 insurer so far as applicable. However, the inclusion of an employer's
 4 insurer within this definition does not allow an employer's insurer to
 5 avoid payment for services rendered to an employee with the approval
 6 of the employer. The term does not include a nonprofit corporation that
 7 is recognized as tax exempt under Section 501(c)(3) of the Internal
 8 Revenue Code (as defined in IC 6-3-1-11(a)) to the extent the
 9 corporation enters into an independent contractor agreement with a
 10 person for the performance of youth coaching services on a part-time
 11 basis.

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

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

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

30 (A) is an independent contractor in the construction trades and
 31 does not make the election provided under this subdivision,
 32 the owner must obtain a certificate of exemption under section
 33 34.5 of this chapter; or

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

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



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



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

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

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

37 (d) This chapter does not apply to casual laborers as defined in
38 subsection (b), nor to farm or agricultural employees, nor to household
39 employees, nor to railroad employees engaged in train service as
40 engineers, firemen, conductors, brakemen, flagmen, baggagemen, or
41 foremen in charge of yard engines and helpers assigned thereto, nor to
42 their employers with respect to these employees. Also, this chapter



1 does not apply to employees or their employers with respect to
2 employments in which the laws of the United States provide for
3 compensation or liability for injury to the health, disability, or death by
4 reason of diseases suffered by these employees.

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

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

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

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

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

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

39 (5) 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, 1988, no compensation shall be payable unless
42 disablement (as defined in subsection (e)) occurs within



- 1 thirty-five (35) years after the last day of the last exposure.
- 2 (g) For the purposes of this chapter, no compensation shall be
3 payable for or on account of death resulting from any occupational
4 disease unless death occurs within two (2) years after the date of
5 disablement. However, this subsection does not bar compensation for
6 death:
- 7 (1) where death occurs during the pendency of a claim filed by an
8 employee within two (2) years after the date of disablement and
9 which claim has not resulted in a decision or has resulted in a
10 decision which is in process of review or appeal; or
- 11 (2) where, by agreement filed or decision rendered, a
12 compensable period of disability has been fixed and death occurs
13 within two (2) years after the end of such fixed period, but in no
14 event later than three hundred (300) weeks after the date of
15 disablement.
- 16 (h) As used in this chapter, "billing review service" refers to a
17 person or an entity that reviews a medical service provider's bills or
18 statements for the purpose of determining pecuniary liability. The term
19 includes an employer's worker's compensation insurance carrier if the
20 insurance carrier performs such a review.
- 21 (i) As used in this chapter, "billing review standard" means the data
22 used by a billing review service to determine pecuniary liability.
- 23 (j) As used in this chapter, "community" means a geographic service
24 area based on ZIP code districts defined by the United States Postal
25 Service according to the following groupings:
- 26 (1) The geographic service area served by ZIP codes with the first
27 three (3) digits 463 and 464.
- 28 (2) The geographic service area served by ZIP codes with the first
29 three (3) digits 465 and 466.
- 30 (3) The geographic service area served by ZIP codes with the first
31 three (3) digits 467 and 468.
- 32 (4) The geographic service area served by ZIP codes with the first
33 three (3) digits 469 and 479.
- 34 (5) The geographic service area served by ZIP codes with the first
35 three (3) digits 460, 461 (except 46107), and 473.
- 36 (6) The geographic service area served by the 46107 ZIP code and
37 ZIP codes with the first three (3) digits 462.
- 38 (7) The geographic service area served by ZIP codes with the first
39 three (3) digits 470, 471, 472, 474, and 478.
- 40 (8) The geographic service area served by ZIP codes with the first
41 three (3) digits 475, 476, and 477.
- 42 (k) As used in this chapter, "medical service provider" refers to a



1 person or an entity that provides services or products to an employee
 2 under this chapter. Except as otherwise provided in this chapter, the
 3 term includes a medical service facility.

4 (l) As used in this chapter, "medical service facility" means any of
 5 the following that provides a service or product under this chapter and
 6 uses the CMS 1450 (UB-04) form **or the CMS 1500 (HCFA-1500)**
 7 **form** for Medicare reimbursement:

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

10 ~~(2)~~ **(2)** A hospital (as defined in IC 16-18-2-179).

11 ~~(3)~~ **(3)** A hospital based health facility (as defined in
 12 IC 16-18-2-180).

13 ~~(4)~~ **(4)** A medical center (as defined in IC 16-18-2-223.4).

14 ~~The term does not include a professional corporation (as defined in~~
 15 ~~IC 23-1.5-1-10) comprised of health care professionals (as defined in~~
 16 ~~IC 23-1.5-1-8) formed to render professional services as set forth in~~
 17 ~~IC 23-1.5-2-3(a)(4) or a health care professional (as defined in~~
 18 ~~IC 23-1.5-1-8) who bills for a service or product provided under this~~
 19 ~~chapter as an individual or a member of a group practice or another~~
 20 ~~medical service provider that uses the CMS 1500 form for Medicare~~
 21 ~~reimbursement.~~

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

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

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

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

37 (i) The employer.

38 (ii) The employer's insurance carrier.

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

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



1 (B) **An amount not to exceed** two hundred percent (200%) of
 2 the amount that would be paid to the medical service facility
 3 on the same date for the same service or product under the
 4 medical service facility's Medicare reimbursement rate, if, **an**
 5 **amount has not been negotiated as after conducting the**
 6 **negotiations** described in clause (A), **an agreement has not**
 7 **been reached.**

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

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

32 (b) Whenever an employer or the employer's insurance carrier
 33 denies or is not able to determine liability to pay compensation or
 34 benefits, the employer or the employer's insurance carrier shall notify
 35 the worker's compensation board and the employee in writing on a form
 36 prescribed by the worker's compensation board not later than thirty (30)
 37 days after the employer's knowledge of the claimed disablement. If a
 38 determination of liability cannot be made within thirty (30) days, the
 39 worker's compensation board may approve an additional thirty (30)
 40 days upon a written request of the employer or the employer's insurance
 41 carrier that sets forth the reasons that the determination could not be
 42 made within thirty (30) days and states the facts or circumstances that



1 are necessary to determine liability within the additional thirty (30)
 2 days. More than thirty (30) days of additional time may be approved by
 3 the worker's compensation board upon the filing of a petition by the
 4 employer or the employer's insurance carrier that sets forth:

- 5 (1) the extraordinary circumstances that have precluded a
 6 determination of liability within the initial sixty (60) days;
- 7 (2) the status of the investigation on the date the petition is filed;
- 8 (3) the facts or circumstances that are necessary to make a
 9 determination; and
- 10 (4) a timetable for the completion of the remaining investigation.

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

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

- 15 (1) the employee has returned to work;
- 16 (2) the employee has died;
- 17 (3) the employee has refused to undergo a medical examination
 18 under section 20 of this chapter;
- 19 (4) the employee has received five hundred (500) weeks of
 20 temporary total disability benefits or has been paid the maximum
 21 compensation allowable under section 19 of this chapter; or
- 22 (5) the employee is unable or unavailable to work for reasons
 23 unrelated to the compensable disease.

24 In each instance, the employer must provide written notice to the
 25 injured worker on a form approved by the board. In all other cases the
 26 employer must notify the employee in writing of the employer's intent
 27 to terminate the payment of temporary total disability benefits, and of
 28 the availability of employment, if any, on a form approved by the
 29 board. In all instances, the employer must file an electronic notice of
 30 the termination with the board.

31 (d) If the employee disagrees with the termination or proposed
 32 termination, the employee must give written notice of disagreement to
 33 the board and the employer within seven (7) days after receipt of the
 34 notice of intent to terminate benefits. If the board and employer do not
 35 receive a notice of disagreement under this section, the employee's
 36 temporary total disability benefits shall be terminated. Upon receipt of
 37 the notice of disagreement, the board shall immediately contact the
 38 parties, which may be by telephone or other means and attempt to
 39 resolve the disagreement. If the board is unable to resolve the
 40 disagreement within ten (10) days of receipt of the notice of
 41 disagreement, the board shall immediately arrange for an evaluation of
 42 the employee by an independent medical examiner. The independent



1 medical examiner shall be selected by mutual agreement of the parties
 2 or, if the parties are unable to agree, appointed by the board under
 3 IC 22-3-4-11. If the independent medical examiner determines that the
 4 employee is no longer temporarily disabled or is still temporarily
 5 disabled but can return to employment that the employer has made
 6 available to the employee, or if the employee fails or refuses to appear
 7 for examination by the independent medical examiner, temporary total
 8 disability benefits may be terminated. If either party disagrees with the
 9 opinion of the independent medical examiner, the party shall apply to
 10 the board for a hearing under section 27 of this chapter.

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

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

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

33 (h) For disablements occurring on and after July 1, 1974, from
 34 occupational disease resulting in temporary partial disability for work
 35 there shall be paid to the disabled employee during such disability a
 36 weekly compensation equal to sixty-six and two-thirds percent (66
 37 2/3%) of the difference between the employee's average weekly wages,
 38 as defined in section 19 of this chapter, and the weekly wages at which
 39 the employee is actually employed after the disablement, for a period
 40 not to exceed three hundred (300) weeks. Compensation shall be
 41 allowed for the first seven (7) calendar days only if the disability
 42 continues for longer than twenty-one (21) days. In case of partial



1 disability after the period of temporary total disability, the latter period
2 shall be included as a part of the maximum period allowed for partial
3 disability.

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

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

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

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

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



- 1 weeks; of the fifth or little toe, ten (10) weeks; of the foot below
 2 the knee joint, one hundred fifty (150) weeks; and of the leg
 3 above the knee joint, two hundred (200) weeks. The loss of more
 4 than one (1) phalange of a thumb or toe shall be considered as the
 5 loss of the entire thumb or toe. The loss of more than two (2)
 6 phalanges of a finger shall be considered as the loss of the entire
 7 finger. The loss of not more than one (1) phalange of a thumb or
 8 toe shall be considered as the loss of one-half (1/2) of the thumb
 9 or toe and compensation shall be paid for one-half (1/2) of the
 10 period for the loss of the entire thumb or toe. The loss of not more
 11 than two (2) phalanges of a finger shall be considered as the loss
 12 of one-half (1/2) the finger and compensation shall be paid for
 13 one-half (1/2) of the period for the loss of the entire finger.
- 14 (2) Loss of Use: The total permanent loss of the use of an arm,
 15 hand, thumb, finger, leg, foot, toe, or phalange shall be considered
 16 as the equivalent of the loss by separation of the arm, hand,
 17 thumb, finger, leg, foot, toe, or phalange and the compensation
 18 shall be paid for the same period as for the loss thereof by
 19 separation.
- 20 (3) Partial Loss of Use: For the permanent partial loss of the use
 21 of an arm, hand, thumb, finger, leg, foot, toe, or phalange,
 22 compensation shall be paid for the proportionate loss of the use of
 23 such arm, hand, thumb, finger, leg, foot, toe, or phalange.
- 24 (4) For disablements for occupational disease resulting in total
 25 permanent disability, five hundred (500) weeks.
- 26 (5) For the loss of both hands, or both feet, or the total sight of
 27 both eyes, or any two (2) of such losses resulting from the same
 28 disablement by occupational disease, five hundred (500) weeks.
- 29 (6) For the permanent and complete loss of vision by enucleation
 30 of an eye, or its reduction to one-tenth (1/10) of normal vision
 31 with glasses, one hundred fifty (150) weeks, and for any other
 32 permanent reduction of the sight of an eye, compensation shall be
 33 paid for a period proportionate to the degree of such permanent
 34 reduction without correction or glasses. However, when such
 35 permanent reduction without correction or glasses would result in
 36 one hundred percent (100%) loss of vision, but correction or
 37 glasses would result in restoration of vision, then compensation
 38 shall be paid for fifty percent (50%) of such total loss of vision
 39 without glasses plus an additional amount equal to the
 40 proportionate amount of such reduction with glasses, not to
 41 exceed an additional fifty percent (50%).
- 42 (7) For the permanent and complete loss of hearing, two hundred



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



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



- 1 the use of the arm, hand, thumb, finger, leg, foot, toe, or phalange.
 2 (10) For disablements resulting in total permanent disability, the
 3 amount payable for impairment or five hundred (500) weeks of
 4 compensation, whichever is greater.
 5 (11) Visual impairments shall be based on the Functional Vision
 6 Score (FVS) assessing the visual acuity and visual field to
 7 evaluate any reduction in ability to perform vision-related
 8 Activities of Daily Living (ADL). Unless such loss is otherwise
 9 specified in subdivision (5), visual impairments shall be paid as
 10 a whole person rating.
 11 (12) For any permanent reduction of the hearing of one (1) or both
 12 ears, less than the total loss as specified in subdivision (6),
 13 compensation shall be paid in an amount proportionate to the
 14 degree of a permanent reduction.
 15 (13) In all other cases of permanent partial impairment,
 16 compensation proportionate to the degree of a permanent partial
 17 impairment, in the discretion of the worker's compensation board,
 18 not exceeding one hundred (100) degrees of permanent
 19 impairment.
 20 (14) In all cases of permanent disfigurement which may impair
 21 the future usefulness or opportunities of the employee,
 22 compensation, in the discretion of the worker's compensation
 23 board, not exceeding forty (40) degrees of permanent impairment
 24 except that no compensation shall be payable under this
 25 subdivision where compensation is payable elsewhere in this
 26 section.
 27 (n) With respect to disablements occurring on and after July 1,
 28 1991, compensation for permanent partial impairment shall be paid
 29 according to the degree of permanent impairment for the disablement
 30 determined under subsection (m) and the following:
 31 (1) With respect to disablements occurring on and after July 1,
 32 1991, and before July 1, 1992, for each degree of permanent
 33 impairment from one (1) to thirty-five (35), five hundred dollars
 34 (\$500) per degree; for each degree of permanent impairment from
 35 thirty-six (36) to fifty (50), nine hundred dollars (\$900) per
 36 degree; for each degree of permanent impairment above fifty (50),
 37 one thousand five hundred dollars (\$1,500) per degree.
 38 (2) With respect to disablements occurring on and after July 1,
 39 1992, and before July 1, 1993, for each degree of permanent
 40 impairment from one (1) to twenty (20), five hundred dollars
 41 (\$500) per degree; for each degree of permanent impairment from
 42 twenty-one (21) to thirty-five (35), eight hundred dollars (\$800)



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

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

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

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

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



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



1 2009, and before July 1, 2010, for each degree of permanent
2 impairment from one (1) to ten (10), one thousand three hundred
3 eighty dollars (\$1,380) per degree; for each degree of permanent
4 impairment from eleven (11) to thirty-five (35), one thousand five
5 hundred eighty-five dollars (\$1,585) per degree; for each degree
6 of permanent impairment from thirty-six (36) to fifty (50), two
7 thousand six hundred dollars (\$2,600) per degree; for each degree
8 of permanent impairment above fifty (50), three thousand three
9 hundred dollars (\$3,300) per degree.

10 (12) With respect to disablements occurring on and after July 1,
11 2010, and before July 1, 2014, for each degree of permanent
12 impairment from one (1) to ten (10), one thousand four hundred
13 dollars (\$1,400) per degree; for each degree of permanent
14 impairment from eleven (11) to thirty-five (35), one thousand six
15 hundred dollars (\$1,600) per degree; for each degree of
16 permanent impairment from thirty-six (36) to fifty (50), two
17 thousand seven hundred dollars (\$2,700) per degree; for each
18 degree of permanent impairment above fifty (50), three thousand
19 five hundred dollars (\$3,500) per degree.

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

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

41 (15) With respect to disablements occurring on and after July 1,
42 2016, **and before July 1, 2022**, for each degree of permanent



1 impairment from one (1) to ten (10), one thousand seven hundred
 2 fifty dollars (\$1,750) per degree; for each degree of permanent
 3 impairment from eleven (11) to thirty-five (35), one thousand nine
 4 hundred fifty-two dollars (\$1,952) per degree; for each degree of
 5 permanent impairment from thirty-six (36) to fifty (50), three
 6 thousand one hundred eighty-six dollars (\$3,186) per degree; for
 7 each degree of permanent impairment above fifty (50), four
 8 thousand sixty dollars (\$4,060) per degree.

9 **(16) With respect to disablements occurring on and after July**
 10 **1, 2022, and before July 1, 2023, for each degree of permanent**
 11 **impairment from one (1) to ten (10), one thousand seven**
 12 **hundred eighty-five dollars (\$1,785) per degree; for each**
 13 **degree of permanent impairment from eleven (11) to**
 14 **thirty-five (35), one thousand nine hundred ninety-one dollars**
 15 **(\$1,991) per degree; for each degree of permanent**
 16 **impairment from thirty-six (36) to fifty (50), three thousand**
 17 **two hundred fifty dollars (\$3,250) per degree; for each degree**
 18 **of permanent impairment above fifty (50), four thousand one**
 19 **hundred forty-one dollars (\$4,141) per degree.**

20 **(17) With respect to disablements occurring on and after July**
 21 **1, 2023, and before July 1, 2024, for each degree of permanent**
 22 **impairment from one (1) to ten (10), one thousand eight**
 23 **hundred twenty-one dollars (\$1,821) per degree; for each**
 24 **degree of permanent impairment from eleven (11) to**
 25 **thirty-five (35), two thousand thirty-one dollars (\$2,031) per**
 26 **degree; for each degree of permanent impairment from**
 27 **thirty-six (36) to fifty (50), three thousand three hundred**
 28 **fifteen dollars (\$3,315) per degree; for each degree of**
 29 **permanent impairment above fifty (50), four thousand two**
 30 **hundred twenty-four dollars (\$4,224) per degree.**

31 **(18) With respect to disablements occurring on and after July**
 32 **1, 2024, and before July 1, 2025, for each degree of permanent**
 33 **impairment from one (1) to ten (10), one thousand eight**
 34 **hundred fifty-seven dollars (\$1,857) per degree; for each**
 35 **degree of permanent impairment from eleven (11) to**
 36 **thirty-five (35), two thousand seventy-two dollars (\$2,072) per**
 37 **degree; for each degree of permanent impairment from**
 38 **thirty-six (36) to fifty (50), three thousand three hundred**
 39 **eighty-one dollars (\$3,381) per degree; for each degree of**
 40 **permanent impairment above fifty (50), four thousand three**
 41 **hundred eight dollars (\$4,308) per degree.**

42 **(19) With respect to disablements occurring on and after July**



1 **1, 2025, for each degree of permanent impairment from one**
 2 **(1) to ten (10), one thousand eight hundred ninety-four dollars**
 3 **(\$1,894) per degree; for each degree of permanent**
 4 **impairment from eleven (11) to thirty-five (35), two thousand**
 5 **one hundred thirteen dollars (\$2,113) per degree; for each**
 6 **degree of permanent impairment from thirty-six (36) to fifty**
 7 **(50), three thousand four hundred forty-nine dollars (\$3,449)**
 8 **per degree; for each degree of permanent impairment above**
 9 **fifty (50), four thousand three hundred ninety-four dollars**
 10 **(\$4,394) per degree.**

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

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

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

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

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

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

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

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

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

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

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

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



- 1 2006, and before July 1, 2007, nine hundred dollars (\$900).
 2 (12) With respect to disablements occurring on or after July 1,
 3 2007, and before July 1, 2008, nine hundred thirty dollars (\$930).
 4 (13) With respect to disablements occurring on or after July 1,
 5 2008, and before July 1, 2009, nine hundred fifty-four dollars
 6 (\$954).
 7 (14) With respect to disablements occurring on or after July 1,
 8 2009, and before July 1, 2014, nine hundred seventy-five dollars
 9 (\$975).
 10 (15) With respect to disablements occurring on or after July 1,
 11 2014, and before July 1, 2015, one thousand forty dollars
 12 (\$1,040).
 13 (16) With respect to disablements occurring on or after July 1,
 14 2015, and before July 1, 2016, one thousand one hundred five
 15 dollars (\$1,105).
 16 (17) With respect to disablements occurring on or after July 1,
 17 2016, **and before July 1, 2022**, one thousand one hundred
 18 seventy dollars (\$1,170).
 19 **(18) With respect to disablements occurring on or after July**
 20 **1, 2022, and before July 1, 2023, one thousand one hundred**
 21 **ninety-three dollars (\$1,193).**
 22 **(19) With respect to disablements occurring on or after July**
 23 **1, 2023, and before July 1, 2024, one thousand two hundred**
 24 **seventeen dollars (\$1,217).**
 25 **(20) With respect to disablements occurring on or after July**
 26 **1, 2024, and before July 1, 2025, one thousand two hundred**
 27 **forty-one dollars (\$1,241).**
 28 **(21) With respect to disablements occurring on or after July**
 29 **1, 2025, one thousand two hundred sixty-six dollars (\$1,266).**
 30 (p) If any employee, only partially disabled, refuses employment
 31 suitable to the employee's capacity procured for the employee, the
 32 employee shall not be entitled to any compensation at any time during
 33 the continuance of such refusal unless, in the opinion of the worker's
 34 compensation board, such refusal was justifiable. The employee must
 35 be served with a notice setting forth the consequences of the refusal
 36 under this subsection. The notice must be in a form prescribed by the
 37 worker's compensation board.
 38 (q) If an employee has sustained a permanent impairment or
 39 disability from an accidental injury other than an occupational disease
 40 in another employment than that in which the employee suffered a
 41 subsequent disability from an occupational disease, such as herein
 42 specified, the employee shall be entitled to compensation for the



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

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

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

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



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

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

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

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

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

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

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

41 SECTION 8. IC 22-3-7-17.2, AS AMENDED BY P.L.99-2014,
 42 SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE

HB 1153—LS 6981/DI 141



1 JANUARY 1, 2023]: Sec. 17.2. (a) A billing review service shall
 2 adhere to the following requirements to determine the pecuniary
 3 liability of an employer or an employer's insurance carrier for a specific
 4 service or product covered under this chapter provided before July 1,
 5 2014, by all medical service providers, and after June 30, 2014, by a
 6 medical service provider that is not a medical service facility:

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

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

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

27 (b) This subsection applies after June 30, 2014, to a medical service
 28 facility. The pecuniary liability of an employer or an employer's
 29 insurance carrier for a specific service or product covered under this
 30 chapter and provided by a medical service facility is equal to a
 31 reasonable amount, which is established by payment of one (1) of the
 32 following:

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

35 (A) The employer.

36 (B) The employer's insurance carrier.

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

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

41 (2) **An amount not to exceed** two hundred percent (200%) of the
 42 amount that would be paid to the medical service facility on the



1 same date for the same service or product under the medical
 2 service facility's Medicare reimbursement rate, if, ~~an amount has~~
 3 ~~not been negotiated as~~ **after conducting the negotiations**
 4 described in subdivision (1), **an agreement has not been**
 5 **reached.**

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

- 13 (1) the name of the billing review service used to make the
- 14 reduction;
- 15 (2) the dollar amount of the reduction;
- 16 (3) the dollar amount of the medical service at the eightieth
- 17 percentile; and
- 18 (4) in the case of a CPT or Medicare coding change, the basis
- 19 upon which the change was made;

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

21 (d) If, after a hearing, the worker's compensation board finds that a
 22 billing review service used a billing review standard that did not
 23 comply with subsection (a)(1) through (a)(3), as applicable, in
 24 determining the pecuniary liability of an employer or an employer's
 25 insurance carrier for a medical service provider's charge for services or
 26 products covered under occupational disease compensation, the
 27 worker's compensation board may assess a civil penalty against the
 28 billing review service in an amount not less than one hundred dollars
 29 (\$100) and not more than one thousand dollars (\$1,000).

30 SECTION 9. IC 22-3-7-19, AS AMENDED BY P.L.275-2013,
 31 SECTION 17, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
 32 JULY 1, 2022]: Sec. 19. (a) In computing compensation for temporary
 33 total disability, temporary partial disability, and total permanent
 34 disability, with respect to occupational diseases occurring on and after
 35 July 1, 1985, and before July 1, 1986, the average weekly wages are
 36 considered to be:

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

39 (b) 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, 1986, and before
 42 July 1, 1988, the average weekly wages are considered to be:



- 1 (1) not more than two hundred eighty-five dollars (\$285); and
2 (2) not less than seventy-five dollars (\$75).
- 3 (c) 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, 1988, and before
6 July 1, 1989, the average weekly wages are considered to be:
7 (1) not more than three hundred eighty-four dollars (\$384); and
8 (2) not less than seventy-five dollars (\$75).
- 9 (d) 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, 1989, and before
12 July 1, 1990, the average weekly wages are considered to be:
13 (1) not more than four hundred eleven dollars (\$411); and
14 (2) not less than seventy-five dollars (\$75).
- 15 (e) 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, 1990, and before
18 July 1, 1991, the average weekly wages are considered to be:
19 (1) not more than four hundred forty-one dollars (\$441); and
20 (2) not less than seventy-five dollars (\$75).
- 21 (f) 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, 1991, and before
24 July 1, 1992, the average weekly wages are considered to be:
25 (1) not more than four hundred ninety-two dollars (\$492); and
26 (2) not less than seventy-five dollars (\$75).
- 27 (g) 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, 1992, and before
30 July 1, 1993, the average weekly wages are considered to be:
31 (1) not more than five hundred forty dollars (\$540); and
32 (2) not less than seventy-five dollars (\$75).
- 33 (h) 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, 1993, and before
36 July 1, 1994, the average weekly wages are considered to be:
37 (1) not more than five hundred ninety-one dollars (\$591); and
38 (2) not less than seventy-five dollars (\$75).
- 39 (i) 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, 1994, and before
42 July 1, 1997, the average weekly wages are considered to be:



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



- 1 (A) not more than nine hundred fifty-four dollars (\$954); and
 2 (B) not less than seventy-five dollars (\$75);
 3 (10) with respect to disablements occurring on and after July 1,
 4 2009, and before July 1, 2014:
 5 (A) not more than nine hundred seventy-five dollars (\$975);
 6 and
 7 (B) not less than seventy-five dollars (\$75);
 8 (11) with respect to disablements occurring on and after July 1,
 9 2014, and before July 1, 2015:
 10 (A) not more than one thousand forty dollars (\$1,040); and
 11 (B) not less than seventy-five dollars (\$75);
 12 (12) with respect to disablements occurring on and after July 1,
 13 2015, and before July 1, 2016:
 14 (A) not more than one thousand one hundred five dollars
 15 (\$1,105); and
 16 (B) not less than seventy-five dollars (\$75); ~~and~~
 17 (13) with respect to disablements occurring on and after July 1,
 18 2016, **and before July 1, 2022:**
 19 (A) not more than one thousand one hundred seventy dollars
 20 (\$1,170); and
 21 (B) not less than seventy-five dollars (\$75);
 22 **(14) with respect to disablements occurring on and after July**
 23 **1, 2022, and before July 1, 2023:**
 24 (A) not more than one thousand one hundred ninety-three
 25 dollars (\$1,193); and
 26 (B) not less than seventy-five dollars (\$75);
 27 **(15) with respect to disablements occurring on and after July**
 28 **1, 2023, and before July 1, 2024:**
 29 (A) not more than one thousand two hundred seventeen
 30 dollars (\$1,217); and
 31 (B) not less than seventy-five dollars (\$75);
 32 **(16) with respect to disablements occurring on and after July**
 33 **1, 2024, and before July 1, 2025:**
 34 (A) not more than one thousand two hundred forty-one
 35 dollars (\$1,241); and
 36 (B) not less than seventy-five dollars (\$75); and
 37 **(17) with respect to disablements occurring on and after July**
 38 **1, 2025:**
 39 (A) not more than one thousand two hundred sixty-six
 40 dollars (\$1,266); and
 41 (B) not less than seventy-five dollars (\$75).
 42 (k) The maximum compensation with respect to disability or death



1 occurring on and after July 1, 1985, and before July 1, 1986, which
2 shall be paid for occupational disease and the results thereof under the
3 provisions of this chapter or under any combination of its provisions
4 may not exceed eighty-nine thousand dollars (\$89,000) in any case.

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

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

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

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

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

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

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

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



1 occurring on and after July 1, 1994, and before July 1, 1997, that shall
2 be paid for occupational disease and the results thereof under this
3 chapter or under any combination of the provisions of this chapter may
4 not exceed two hundred fourteen thousand dollars (\$214,000) in any
5 case.

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

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

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

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

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

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

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

28 (7) With respect to disability or death occurring on and after July
29 1, 2006, and before July 1, 2007, three hundred thousand dollars
30 (\$300,000).

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

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

37 (10) With respect to disability or death occurring on and after July
38 1, 2009, and before July 1, 2014, three hundred twenty-five
39 thousand dollars (\$325,000).

40 (11) With respect to disability or death occurring on and after July
41 1, 2014, and before July 1, 2015, three hundred forty-seven
42 thousand dollars (\$347,000).



- 1 (12) With respect to disability or death occurring on and after July
 2 1, 2015, and before July 1, 2016, three hundred sixty-eight
 3 thousand dollars (\$368,000).
- 4 (13) With respect to disability or death occurring on and after July
 5 1, 2016, **and before July 1, 2022**, three hundred ninety thousand
 6 dollars (\$390,000).
- 7 **(14) With respect to disability or death occurring on and after**
 8 **July 1, 2022, and before July 1, 2023, three hundred**
 9 **ninety-eight thousand dollars (\$398,000).**
- 10 **(15) With respect to disability or death occurring on and after**
 11 **July 1, 2023, and before July 1, 2024, four hundred six**
 12 **thousand dollars (\$406,000).**
- 13 **(16) With respect to disability or death occurring on and after**
 14 **July 1, 2024, and before July 1, 2025, four hundred fourteen**
 15 **thousand dollars (\$414,000).**
- 16 **(17) With respect to disability or death occurring on and after**
 17 **July 1, 2025, four hundred twenty-two thousand dollars**
 18 **(\$422,000).**
- 19 (u) For all disabilities occurring on and after July 1, 1985, "average
 20 weekly wages" means the earnings of the injured employee during the
 21 period of fifty-two (52) weeks immediately preceding the disability
 22 divided by fifty-two (52). If the employee lost seven (7) or more
 23 calendar days during the period, although not in the same week, then
 24 the earnings for the remainder of the fifty-two (52) weeks shall be
 25 divided by the number of weeks and parts of weeks remaining after the
 26 time lost has been deducted. If employment before the date of disability
 27 extended over a period of less than fifty-two (52) weeks, the method of
 28 dividing the earnings during that period by the number of weeks and
 29 parts of weeks during which the employee earned wages shall be
 30 followed if results just and fair to both parties will be obtained. If by
 31 reason of the shortness of the time during which the employee has been
 32 in the employment of the employer or of the casual nature or terms of
 33 the employment it is impracticable to compute the average weekly
 34 wages for the employee, the employee's average weekly wages shall be
 35 considered to be the average weekly amount that, during the fifty-two
 36 (52) weeks before the date of disability, was being earned by a person
 37 in the same grade employed at the same work by the same employer or,
 38 if there is no person so employed, by a person in the same grade
 39 employed in that same class of employment in the same district.
 40 Whenever allowances of any character are made to an employee
 41 instead of wages or a specified part of the wage contract, they shall be
 42 considered a part of the employee's earnings.



1 (v) The provisions of this article may not be construed to result in
 2 an award of benefits in which the number of weeks paid or to be paid
 3 for temporary total disability, temporary partial disability, or permanent
 4 total disability benefits combined exceeds five hundred (500) weeks.
 5 This section shall not be construed to prevent a person from applying
 6 for an award under IC 22-3-3-13. However, in case of permanent total
 7 disability resulting from a disablement occurring on or after January 1,
 8 1998, the minimum total benefit shall not be less than seventy-five
 9 thousand dollars (\$75,000).

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

13 **Chapter 7.2. Payments of Claims**

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

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

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

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

28 (2) **A hospital (as defined in IC 16-18-2-179).**

29 (3) **A hospital based health facility (as defined in**
 30 **IC 16-18-2-180).**

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

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

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

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

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



1 (2) forty-five (45) days after the date the claim is received by
2 the insurer, for a claim that is filed on paper;
3 and describe any remedy necessary to establish a clean claim.
4 (c) Failure of an insurer to notify a medical service provider as
5 required under subsection (b) establishes the submitted claim as a
6 clean claim.
7 Sec. 6. (a) An insurer shall pay or deny each clean claim as
8 follows:
9 (1) If the claim is filed electronically, not more than thirty (30)
10 days after the date the claim is received by the insurer.
11 (2) If the claim is filed on paper, not more than forty-five (45)
12 days after the date the claim is received by the insurer.
13 (b) If:
14 (1) an insurer fails to pay or deny a clean claim in the time
15 required under subsection (a); and
16 (2) the insurer subsequently pays the claim;
17 the insurer shall pay the medical service provider that submitted
18 the claim interest on the amount of the insurer's pecuniary liability
19 under IC 22-3-2 through IC 22-3-7 for the claim paid under this
20 section.
21 (c) Interest paid under subsection (b):
22 (1) accrues beginning:
23 (A) thirty-one (31) days after the date the claim is received
24 under subsection (a)(1); or
25 (B) forty-six (46) days after the date the claim is received
26 under subsection (a)(2); and
27 (2) stops accruing on the date the claim is paid.
28 (d) In paying interest under subsection (b), an insurer shall use
29 the same interest rate as provided in IC 12-15-21-3(7)(A).
30 Sec. 7. A medical service provider shall submit only the
31 following forms for payment by an insurer:
32 (1) CMS 1450 (UB-04).
33 (2) CMS 1500 (HCFA-1500).
34 (3) American Dental Association (ADA) claim form.



COMMITTEE REPORT

Mr. Speaker: Your Committee on Employment, Labor and Pensions, to which was referred House Bill 1153, has had the same under consideration and begs leave to report the same back to the House with the recommendation that said bill be amended as follows:

Page 27, delete lines 23 through 28.

Page 34, delete lines 20 through 25.

Page 60, delete lines 2 through 7.

and when so amended that said bill do pass.

(Reference is to HB 1153 as introduced.)

VANNATTER

Committee Vote: yeas 9, nays 4.

