

PROPOSED AMENDMENT

HB 1098 # 1

DIGEST

Work based learning programs. Removes the definition of "work based learning course" and adds a definition for "work based learning program". Requires an intermediary and an employer to enter into an agreement that sets forth the duties and responsibilities of the intermediary and the employer when participating in a work based learning program. Provides that, subject to certain limitations, a student who performs services for an employer as part of a work based learning program is entitled to compensation and benefits under the worker's compensation and worker's occupational diseases compensation laws. Repeals provisions relating to the federal School to Work Opportunities Act. Adds a charter school to the definition of "participant" in the chapter regarding insurance coverage for participants of work based learning courses. Removes language that prohibits an insurer from taking certain actions relating to a policy of employer's liability insurance, worker's compensation insurance, or any other class of insurance to provide coverage for a participant of a work based learning course solely on the basis that a student to be covered under the policy is less than 18 years of age or is enrolled in a work based learning course.

- 1 Page 1, delete lines 12 through 17.
- 2 Page 2, delete lines 1 through 14, begin a new paragraph and insert:
"Sec. 2. As used in this chapter, "work based learning program"
- 3 **refers to:**
- 4 **(1) an apprenticeship program (as defined in IC 20-43-8-0.3);**
- 5 **(2) a modern youth apprenticeship (as defined in**
6 **IC 20-51.4-2-9.5);**
- 7 **(3) a pre-apprenticeship program that meets the elements of**
8 **a quality pre-apprenticeship program established by the**
9 **United States Department of Labor; and**
- 10 **(4) a work based learning course (as defined in**
11 **IC 20-43-8-0.7).**
- 12 **Sec. 3. (a) If an intermediary connects a student with an**
13 **employer to obtain work experience as part of a work based**
14 **learning program, the intermediary and the employer shall enter**
15 **into a written agreement that sets forth the duties and**
16 **responsibilities of the intermediary and the employer when**
17 **participating in the work based learning program.**
- 18 **(b) An agreement under subsection (a) must specify the**
19 **allocation, to either the intermediary or the employer, of the**

1 **responsibility to obtain employer liability insurance and worker's**
2 **compensation insurance.**

3 **Sec. 4. An intermediary that connects a student with an**
4 **employer to obtain work experience as part of a work based**
5 **learning program may assume responsibility for ensuring**
6 **compliance with:**

7 (1) any requirements for participation in the work based
8 learning program; and
9 (2) all applicable federal and state laws and regulations.

10 **Sec. 5. Unless otherwise expressly agreed to by an intermediary**
11 **and an employer in an agreement under section 3 of this chapter,**
12 **an employer that employs a student in a work based learning**
13 **program retains the exclusive rights to direct, supervise, train, and**
14 **control the work of the student with respect to the business**
15 **activities of the employer.**

16 SECTION 3. IC 22-3-2-2.5 IS REPEALED [EFFECTIVE JULY 1,
17 2026]. Sec. 2.5. (a) As used in this section, "school to work student"
18 refers to a student participating in on-the-job training under the federal
19 School to Work Opportunities Act (20 U.S.C. 6101 et seq.).

20 (b) Except as provided in IC 22-3-7-2.5, a school to work student is
21 entitled to the following compensation and benefits under this article:

22 (1) Medical benefits under IC 22-3-2 through IC 22-3-6.
23 (2) Permanent partial impairment compensation under
24 IC 22-3-3-10. Permanent partial impairment compensation for a
25 school to work student shall be paid in a lump sum upon
26 agreement or final award.
27 (3) In the case that death results from the injury:

28 (A) death benefits in a lump sum amount of one hundred
29 seventy-five thousand dollars (\$175,000), payable upon
30 agreement or final award to any dependents of the student
31 under IC 22-3-3-18 through IC 22-3-3-20; or, if the student has
32 no dependents, to the student's parents; and
33 (B) burial compensation under IC 22-3-3-21.

34 (c) For the sole purpose of modifying an award under IC 22-3-3-27,
35 a school to work student's average weekly wage is presumed to be
36 equal to the federal minimum wage.

37 (d) A school to work student is not entitled to the following
38 compensation under this article:

39 (1) Temporary total disability compensation under IC 22-3-3-8.
40 (2) Temporary partial disability compensation under IC 22-3-3-9.

(e) Except for remedies available under IC 5-2-6.1, recovery under subsection (b) is the exclusive right and remedy for:

(1) a school to work student; and

(2) the personal representatives, dependents, or next of kin, at common law or otherwise, of a school to work student;

on account of personal injury or death by accident arising out of and in the course of school to work employment.

8 SECTION 4. IC 22-3-2-2.6 IS ADDED TO THE INDIANA CODE
9 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
10 1, 2026]: Sec. 2.6. (a) As used in this section, "work based learning
11 program" refers to:

(1) an apprenticeship program (as defined in IC 20-43-8-0.3);

(2) a modern youth apprenticeship (as defined in IC 20-51.4-2-9.5);

(3) a pre-apprenticeship program that meets the elements of a quality pre-apprenticeship program established by the United States Department of Labor; and

(4) a work based learning course (as defined in IC 20-43-8-0.7).

20 **(b) Except as provided in subsection (c), a student who performs**
21 **services for an employer as part of a work based learning**
22 **program:**

(1) is entitled to compensation and benefits under IC 22-3-2 through IC 22-3-6; and

(2) may not recover any additional benefit otherwise payable as a result of being less than seventeen (17) years of age under the definition of a minor in IC 22-3-6-1.

28 (c) The following apply if a student is unpaid for the services
29 performed for an employer as part of a work based learning
30 program:

(1) The student is not entitled to the following compensation:

(A) Temporary total disability compensation under IC 22-3-3-8.

(B) Temporary partial disability compensation under IC 22-3-3-9.

(2) In the case that death results from the injury, death benefits in a lump sum amount of one hundred seventy-five thousand dollars (\$175,000) shall be paid upon agreement or final award to any dependents of the student under IC 22-3-3-18 through IC 22-3-3-20, or, if the student has no

dependents, to the student's parents.

(d) Except for remedies available under IC 5-2-6.1, recovery under this section is the exclusive right and remedy for:

(1) a student who performs services for an employer as part of a work based learning program; and

(2) the personal representatives, dependents, or next of kin, at common law or otherwise, of a student who performs services for an employer as part of a work based learning program; account of personal injury or death by accident arising out of in the course of employment as part of the work based learning

program.
SECTION 5. IC 22-3-6-1, AS AMENDED BY P.L.160-2022, SECTION 5, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 1. In IC 22-3-2 through IC 22-3-6, unless the context otherwise requires:

(a) "Employer" includes the state and any political subdivision, any municipal corporation within the state, any individual or the legal representative of a deceased individual, firm, association, limited liability company, limited liability partnership, or corporation or the receiver or trustee of the same, using the services of another for pay. A corporation, limited liability company, or limited liability partnership that controls the activities of another corporation, limited liability company, or limited liability partnership, or a corporation and a limited liability company or a corporation and a limited liability partnership that are commonly owned entities, or the controlled corporation, limited liability company, limited liability partnership, or commonly owned entities, and a parent corporation and its subsidiaries shall each be considered joint employers of the corporation's, the controlled corporation's, the limited liability company's, the limited liability partnership's, the commonly owned entities', the parent's, or the subsidiaries' employees for purposes of IC 22-3-2-6 and IC 22-3-3-31. Both a lessor and a lessee of employees shall each be considered joint employers of the employees provided by the lessor to the lessee for purposes of IC 22-3-2-6 and IC 22-3-3-31. If the employer is insured, the term includes the employer's insurer so far as applicable. However, the inclusion of an employer's insurer within this definition does not allow an employer's insurer to avoid payment for services rendered to an employee with the approval of the employer. The term also includes an employer that provides on-the-job training under the federal School to Work Opportunities Act (20 U.S.C. 6101 et seq.) to the extent set

1 **forth in IC 22-3-2-2.5. employs a student as part of a work based**
2 **learning program to the extent set forth in IC 22-3-2-2.6.** The term
3 does not include a nonprofit corporation that is recognized as tax
4 exempt under Section 501(c)(3) of the Internal Revenue Code (as
5 defined in IC 6-3-1-11(a)) to the extent the corporation enters into an
6 independent contractor agreement with a person for the performance
7 of youth coaching services on a part-time basis.

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

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

29 (2) An executive officer of a municipal corporation or other
30 governmental subdivision or of a charitable, religious,
31 educational, or other nonprofit corporation may, notwithstanding
32 any other provision of IC 22-3-2 through IC 22-3-6, be brought
33 within the coverage of its insurance contract by the corporation by
34 specifically including the executive officer in the contract of
35 insurance. The election to bring the executive officer within the
36 coverage shall continue for the period the contract of insurance is
37 in effect, and during this period, the executive officers thus
38 brought within the coverage of the insurance contract are
39 employees of the corporation under IC 22-3-2 through IC 22-3-6.
40 (3) Any reference to an employee who has been injured, when the

1 employee is dead, also includes the employee's legal
2 representatives, dependents, and other persons to whom
3 compensation may be payable.

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

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

16 (B) is an independent contractor and does not make the
17 election provided under this subdivision, the owner may obtain
18 a certificate of exemption under IC 22-3-2-14.5.

19 (5) A partner in a partnership may elect to include the partner as
20 an employee under IC 22-3-2 through IC 22-3-6 if the partner is
21 actually engaged in the partnership business. If a partner makes
22 this election, the partner must serve upon the partner's insurance
23 carrier and upon the board written notice of the election. No
24 partner may be considered an employee under IC 22-3-2 through
25 IC 22-3-6 until the notice has been received. If a partner in a
26 partnership:

27 (A) is an independent contractor in the construction trades and
28 does not make the election provided under this subdivision,
29 the partner must obtain a certificate of exemption under
30 IC 22-3-2-14.5; or

31 (B) is an independent contractor and does not make the
32 election provided under this subdivision, the partner may
33 obtain a certificate of exemption under IC 22-3-2-14.5.

34 (6) Real estate professionals are not employees under IC 22-3-2
35 through IC 22-3-6 if:

36 (A) they are licensed real estate agents;

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

39 (C) they have written agreements with real estate brokers
40 stating that they are not to be treated as employees for tax

1 purposes.

2 (7) A person is an independent contractor and not an employee
3 under IC 22-3-2 through IC 22-3-6 if the person is an independent
4 contractor under the guidelines of the United States Internal
5 Revenue Service.

(8) An owner-operator that provides a motor vehicle and the services of a driver under a written contract that is subject to IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376 to a motor carrier is not an employee of the motor carrier for purposes of IC 22-3-2 through IC 22-3-6. The owner-operator may elect to be covered and have the owner-operator's drivers covered under a worker's compensation insurance policy or authorized self-insurance that insures the motor carrier if the owner-operator pays the premiums as requested by the motor carrier. An election by an owner-operator under this subdivision does not terminate the independent contractor status of the owner-operator for any purpose other than the purpose of this subdivision.

18 (9) A member or manager in a limited liability company may elect
19 to include the member or manager as an employee under
20 IC 22-3-2 through IC 22-3-6 if the member or manager is actually
21 engaged in the limited liability company business. If a member or
22 manager makes this election, the member or manager must serve
23 upon the member's or manager's insurance carrier and upon the
24 board written notice of the election. A member or manager may
25 not be considered an employee under IC 22-3-2 through IC 22-3-6
26 until the notice has been received.

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

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

39 (12) An individual who is not an employee of the state or a
40 political subdivision is considered to be a temporary employee of

1 the state for purposes of IC 22-3-2 through IC 22-3-6 while
2 serving as a member of a mobile support unit on duty for training,
3 an exercise, or a response, as set forth in IC 10-14-3-19(c)(2)(B).

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

6 (A) the vehicle being driven is the commodity being delivered;
7 and

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

11 (c) "Minor" means an individual who has not reached seventeen

12 (17) years of age.

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

16 (2) If the employee is a minor who, at the time of the accident, is
17 employed, required, suffered, or permitted to work in violation of
18 IC 22-2-18-40 (before its expiration on June 30, 2021) and
19 IC 22-2-18.1-23, the amount of compensation and death benefits,
20 as provided in IC 22-3-2 through IC 22-3-6, shall be double the
21 amount which would otherwise be recoverable. The insurance
22 carrier shall be liable on its policy for one-half (1/2) of the
23 compensation or benefits that may be payable on account of the
24 injury or death of the minor, and the employer shall be liable for
25 the other one-half (1/2) of the compensation or benefits. If the
26 employee is a minor who is not less than sixteen (16) years of age
27 and who has not reached seventeen (17) years of age and who at
28 the time of the accident is employed, suffered, or permitted to
29 work at any occupation which is not prohibited by law, this
30 subdivision does not apply.

31 (3) A minor employee who, at the time of the accident, is a
32 student performing services for an employer as part of an
33 approved program under IC 20-37-2-7 **or a work based learning**
34 **program (as defined in IC 22-3-2.2-2.6)** shall be considered a
35 full-time employee for the purpose of computing compensation
36 for permanent impairment under IC 22-3-3-10. The average
37 weekly wages for such a student shall be calculated as provided
38 in subsection (d)(4).

39 (4) The rights and remedies granted in this subsection to a minor
40 under IC 22-3-2 through IC 22-3-6 on account of personal injury

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

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

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

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

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

35 (4) In computing the average weekly wages to be used in
36 calculating an award for permanent impairment under
37 IC 22-3-3-10 for a student employee in an approved training
38 program under **IC 20-37-2-7 or a work based learning program**
39 **(as defined in IC 22-3-2.2-2.6)**, the following formula shall be
40 used. Calculate the product of:

3 The result obtained is the amount of the average weekly wages for
4 the student employee.

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

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

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

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

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

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

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

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

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

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

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

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

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

38 (j) "Medical service facility" means any of the following that
39 provides a service or product under IC 22-3-2 through IC 22-3-6 and
40 uses the CMS 1450 (UB-04) form or the CMS 1500 (HCFA-1500)

1 form for Medicare reimbursement:

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

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

5 (3) A hospital based health facility (as defined in
6 IC 16-18-2-180).

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

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

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

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

20 (A) The amount negotiated at any time between the medical
21 service facility and any of the following, if an amount has been
22 negotiated:

23 (i) The employer.

24 (ii) The employer's insurance carrier.

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

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

29 (B) Two hundred percent (200%) of the amount that would be
30 paid to the medical service facility on the same date for the
31 same service or product under the medical service facility's
32 Medicare reimbursement rate, if, after conducting the
33 negotiations described in clause (A), an agreement has not
34 been reached.

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

38 SECTION 1. IC 22-3-7-2.5 IS REPEALED [EFFECTIVE JULY 1,
39 2026]. See: 2.5. (a) As used in this section, "school to work student"
40 refers to a student participating in on-the-job training under the federal

1 School to Work Opportunities Act (20 U.S.C. 6101 et seq.).

2 (b) A school to work student is entitled to the following
3 compensation and benefits under this chapter:

4 (1) Medical benefits;

5 (2) Permanent partial impairment compensation under section 16
6 of this chapter. Permanent partial impairment compensation for
7 a school to work student shall be paid in a lump sum upon
8 agreement or final award;

9 (3) In the case that death results from the injury:

10 (A) death benefits in a lump sum amount of one hundred
11 seventy-five thousand dollars (\$175,000), payable upon
12 agreement or final award to any dependents of the student
13 under sections 11 through 14 of this chapter, or, if the student
14 has no dependents, to the student's parents; and

15 (B) burial compensation under section 15 of this chapter.

16 (c) For the sole purpose of modifying an award under section 27 of
17 this chapter, a school to work student's average weekly wage is
18 presumed to be equal to the federal minimum wage.

19 (d) A school to work student is not entitled to the following
20 compensation under this chapter:

21 (1) Temporary total disability compensation under section 16 of
22 this chapter;

23 (2) Temporary partial disability compensation under section 19 of
24 this chapter;

25 (e) Except for remedies available under IC 5-2-6.1, recovery under
26 subsection (b) is the exclusive right and remedy for:

27 (1) a school to work student; and

28 (2) the personal representatives, dependents, or next of kin, at
29 common law or otherwise, of a school to work student;

30 on account of disablement or death by occupational disease arising out
31 of and in the course of school to work employment.

32 SECTION 6. IC 22-3-7-2.6 IS ADDED TO THE INDIANA CODE
33 AS A NEW SECTION TO READ AS FOLLOWS [EFFECTIVE JULY
34 1, 2026]: Sec. 2.6. (a) As used in this section, "work based learning
35 program" refers to:

36 (1) an apprenticeship program (as defined in IC 20-43-8-0.3);

37 (2) a modern youth apprenticeship (as defined in
38 IC 20-51.4-2-9.5);

39 (3) a pre-apprenticeship program that meets the elements of
40 a quality pre-apprenticeship program established by the

United States Department of Labor; and

(4) a work based learning course (as defined in IC 20-43-8-0.7).

(b) Except as provided in subsection (c), a student who performs services for an employer as part of a work based learning program:

(1) is entitled to compensation and benefits under this chapter; and

(2) may not recover any additional benefit otherwise payable as a result of being less than seventeen (17) years of age under the definition of a minor in section 9 of this chapter.

(c) The following apply if a student is unpaid for the services performed for an employer as part of a work based learning program:

(1) The student is not entitled to the following compensation:

(A) Temporary total disability compensation under section 16 of this chapter.

(B) Temporary partial disability compensation under section 16 of this chapter.

(2) In the case that death results from the injury, death benefits in a lump sum amount of one hundred seventy-five thousand dollars (\$175,000) shall be paid upon agreement or final award to any dependents of the student under sections 11 through 14 of this chapter, or, if the student has no dependents, to the student's parents.

(d) Except for remedies available under IC 5-2-6.1, recovery under this section is the exclusive right and remedy for:

(1) a student who performs services for an employer as part of a work based learning program; and

(2) the personal representatives, dependents, or next of kin, at common law or otherwise, of a student who performs services for an employer as part of a work based learning program;

on account of disablement or death by occupational disease arising out of and in the course of employment as part of the work based learning program.

SECTION 7. IC 22-3-7-9, AS AMENDED BY P.L.160-2022.

SECTION 6, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2026]: Sec. 9. (a) As used in this chapter, "employer" includes the state and any political subdivision, any municipal corporation

within the state, any individual or the legal representative of a deceased

1 individual, firm, association, limited liability company, limited liability
2 partnership, or corporation or the receiver or trustee of the same, using
3 the services of another for pay. A corporation, limited liability
4 company, or limited liability partnership that controls the activities of
5 another corporation, limited liability company, or limited liability
6 partnership, or a corporation and a limited liability company or a
7 corporation and a limited liability partnership that are commonly
8 owned entities, or the controlled corporation, limited liability company,
9 limited liability partnership, or commonly owned entities, and a parent
10 corporation and its subsidiaries shall each be considered joint
11 employers of the corporation's, the controlled corporation's, the limited
12 liability company's, the limited liability partnership's, the commonly
13 owned entities', the parent's, or the subsidiaries' employees for purposes
14 of sections 6 and 33 of this chapter. Both a lessor and a lessee of
15 employees shall each be considered joint employers of the employees
16 provided by the lessor to the lessee for purposes of sections 6 and 33
17 of this chapter. The term also includes an employer that ~~provides~~
18 ~~on-the-job training under the federal School to Work Opportunities Act~~
19 ~~(20 U.S.C. 6101 et seq.) to the extent set forth under section 2.5 of this~~
20 ~~chapter employs a student as part of a work based learning~~
21 ~~program to the extent set forth in section 2.6 of this chapter.~~ If the
22 employer is insured, the term includes the employer's insurer so far as
23 applicable. However, the inclusion of an employer's insurer within this
24 definition does not allow an employer's insurer to avoid payment for
25 services rendered to an employee with the approval of the employer.
26 The term does not include a nonprofit corporation that is recognized as
27 tax exempt under Section 501(c)(3) of the Internal Revenue Code (as
28 defined in IC 6-3-1-11(a)) to the extent the corporation enters into an
29 independent contractor agreement with a person for the performance
30 of youth coaching services on a part-time basis.

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

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

9 (A) is an independent contractor in the construction trades and
10 does not make the election provided under this subdivision,
11 the owner must obtain a certificate of exemption under section
12 34.5 of this chapter; or

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

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

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

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

31 (4) Real estate professionals are not employees under this chapter
32 if:

33 (A) they are licensed real estate agents;

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

36 (C) they have written agreements with real estate brokers
37 stating that they are not to be treated as employees for tax
38 purposes.

39 (5) A person is an independent contractor in the construction
40 trades and not an employee under this chapter if the person is an

1 independent contractor under the guidelines of the United States
2 Internal Revenue Service.

3 (6) An owner-operator that provides a motor vehicle and the
4 services of a driver under a written contract that is subject to
5 IC 8-2.1-24-23, 45 IAC 16-1-13, or 49 CFR 376, to a motor
6 carrier is not an employee of the motor carrier for purposes of this
7 chapter. The owner-operator may elect to be covered and have the
8 owner-operator's drivers covered under a worker's compensation
9 insurance policy or authorized self-insurance that insures the
10 motor carrier if the owner-operator pays the premiums as
11 requested by the motor carrier. An election by an owner-operator
12 under this subdivision does not terminate the independent
13 contractor status of the owner-operator for any purpose other than
14 the purpose of this subdivision.

15 (7) ~~An unpaid participant under the federal School to Work
16 Opportunities Act (20 U.S.C. 6101 et seq.) is an employee to the
17 extent set forth under section 2.5 of this chapter.~~

18 (7) **A student who performs services for an employer as part
19 of a work based learning program, either paid or unpaid, is an
20 employee to the extent set forth in section 2.6 of this chapter.**

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

26 (9) An officer of a corporation who is an employee of the
27 corporation under this chapter may elect not to be an employee of
28 the corporation under this chapter. An officer of a corporation
29 who is also an owner of any interest in the corporation may elect
30 not to be an employee of the corporation under this chapter. If an
31 officer makes this election, the officer must serve written notice
32 of the election on the corporation's insurance carrier and the
33 board. An officer of a corporation may not be considered to be
34 excluded as an employee under this chapter until the notice is
35 received by the insurance carrier and the board.

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

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

39 (f) For the purposes of this chapter, no compensation shall be
40 payable for or on account of any occupational diseases unless

1 disablement, as defined in subsection (e), occurs within two (2) years
2 after the last day of the last exposure to the hazards of the disease
3 except for the following:

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

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

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

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

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

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

37 (1) where death occurs during the pendency of a claim filed by an
38 employee within two (2) years after the date of disablement and
39 which claim has not resulted in a decision or has resulted in a
40 decision which is in process of review or appeal; or

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

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

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

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

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

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

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

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

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

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

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

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

40 (1) An ambulatory outpatient surgical center (as defined in

1 IC 16-18-2-14).

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

3 (3) A hospital based health facility (as defined in

4 IC 16-18-2-180).

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

6 (m) As used in this chapter, "pecuniary liability" means the

7 responsibility of an employer or the employer's insurance carrier for the

8 payment of the charges for each specific service or product for human

9 medical treatment provided under this chapter as follows:

10 (1) This subdivision applies before July 1, 2014, to all medical

11 service providers, and after June 30, 2014, to a medical service

12 provider that is not a medical service facility. Payment of the

13 charges in a defined community, equal to or less than the charges

14 made by medical service providers at the eightieth percentile in

15 the same community for like services or products.

16 (2) Payment of the charges in a reasonable amount, which is

17 established by payment of one (1) of the following:

18 (A) The amount negotiated at any time between the medical

19 service facility and any of the following, if an amount has been

20 negotiated:

21 (i) The employer.

22 (ii) The employer's insurance carrier.

23 (iii) A billing review service on behalf of a person described

24 in item (i) or (ii).

25 (iv) A direct provider network that has contracted with a

26 person described in item (i) or (ii).

27 (B) Two hundred percent (200%) of the amount that would be

28 paid to the medical service facility on the same date for the

29 same service or product under the medical service facility's

30 Medicare reimbursement rate, if, after conducting the

31 negotiations described in clause (A), an agreement has not

32 been reached.

33 (n) "Service or product" or "services and products" refers to

34 medical, hospital, surgical, or nursing service, treatment, and supplies

35 provided under this chapter."

36 Page 2, delete lines 27 through 42, begin a new paragraph and

37 insert:

38 **"Sec. 4. As used in this chapter, "participant" refers to any of**

39 **the following:**

40 **(1) An employer that employs a student in a work based**

1 learning program.

2 (2) A student who is enrolled in a work based learning
3 program.

4 (3) An intermediary (as defined in IC 21-18-1-3.5).

5 (4) A school corporation (as defined in IC 20-18-2-16(a)).

6 (5) A charter school (as defined in IC 20-24-1-4).

7 Sec. 5. As used in this chapter, "work based learning program"
8 refers to:

9 (1) an apprenticeship program (as defined in IC 20-43-8-0.3);

10 (2) a modern youth apprenticeship (as defined in
11 IC 20-51.4-2-9.5);

12 (3) a pre-apprenticeship program that meets the elements of
13 a quality pre-apprenticeship program established by the
14 United States Department of Labor; and

15 (4) a work based learning course (as defined in
16 IC 20-43-8-0.7).

17 Sec. 6. Any:

18 (1) underwriting decision made by an insurer that issues a
19 policy of employer's liability insurance or worker's
20 compensation insurance to provide coverage for a
21 participant; or

22 (2) rating factor applied to a participant for a policy described
23 in subdivision (1);

24 must be based on objective risk based criteria that are applied
25 uniformly and without regard to the age of the student to be
26 covered under the policy.

27 SECTION 9. IC 36-8-12-2, AS AMENDED BY P.L.10-2019,
28 SECTION 139, IS AMENDED TO READ AS FOLLOWS
29 [EFFECTIVE JULY 1, 2026]: Sec. 2. As used in this chapter:

30 "Emergency medical services personnel" means individuals certified
31 by the emergency medical services commission established by
32 IC 16-31-2-1 who:

33 (1) as a result of a written application, have been elected or
34 appointed to membership in a volunteer fire department; and

35 (2) have executed a pledge to faithfully perform, with or without
36 nominal compensation, the work related duties assigned and
37 orders given to the individuals by the chief of the volunteer fire
38 department or an officer of the volunteer fire department,
39 including orders or duties involving education and training.

40 "Employee" means a person in the service of another person under

1 a written or implied contract of hire or apprenticeship.

2 "Employer" means:

3 (1) a political subdivision;

4 (2) an individual or the legal representative of a deceased
5 individual;

6 (3) a firm;

7 (4) an association;

8 (5) a limited liability company; **or**

9 (6) ~~an employer that provides on-the-job training under the~~
10 ~~federal School to Work Opportunities Act (20 U.S.C. 6101 et~~
11 ~~seq.) to the extent set forth in IC 22-3-2-2.5(a); or~~

12 (7) (6) a corporation or its receiver or trustee;

13 that uses the services of another person for pay.

14 "Essential employee" means an employee:

15 (1) who the employer has determined to be essential to the
16 operation of the employer's daily enterprise; and

17 (2) without whom the employer is likely to suffer economic injury
18 as a result of the absence of the essential employee.

19 "Nominal compensation" means annual compensation of not more
20 than twenty thousand dollars (\$20,000).

21 "Public servant" has the meaning set forth in IC 35-31.5-2-261.

22 "Responsible party" has the meaning set forth in IC 13-11-2-191(d).

23 "Volunteer fire department" means a department or association
24 organized for the purpose of answering fire alarms, extinguishing fires,
25 and providing other emergency services, the majority of members of
26 which receive no compensation or nominal compensation for their
27 services.

28 "Volunteer firefighter" means a firefighter:

29 (1) who, as a result of a written application, has been elected or
30 appointed to membership in a volunteer fire department;

31 (2) who has executed a pledge to faithfully perform, with or
32 without nominal compensation, the work related duties assigned
33 and orders given to the firefighter by the chief of the volunteer
34 fire department or an officer of the volunteer fire department,
35 including orders or duties involving education and training as
36 prescribed by the volunteer fire department or the state; and

37 (3) whose name has been entered on a roster of volunteer
38 firefighters that is kept by the volunteer fire department and that
39 has been approved by the proper officers of the unit.

40 "Volunteer member" means a member of a volunteer emergency

1 medical services association connected with a unit as set forth in
2 IC 16-31-5-1(6).".

3 Delete page 3.

4 Renumber all SECTIONS consecutively.
(Reference is to HB 1098 as introduced.)