

STATE OF OKLAHOMA

1st Session of the 60th Legislature (2025)

SENATE BILL 1013

By: Daniels

AS INTRODUCED

An Act relating to workers' compensation; amending 85A O.S. 2021, Section 5, which relates to exclusive liability; expanding rights and remedies granted to certain persons; defining terms; establishing certain requirements for certain employer; requiring certain premiums to be paid; establishing certain limitations; providing for codification; and providing an effective date.

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. AMENDATORY 85A O.S. 2021, Section 5, is amended to read as follows:

Section 5. A. The rights and remedies granted to an employee subject to the provisions of the Administrative Workers' Compensation Act shall be exclusive of all other rights and remedies of the employee, his legal representative, dependents, next of kin, or anyone else claiming rights to recovery on behalf of the employee against the employer, including a general contractor that provides workers' compensation insurance coverage to a subcontractor pursuant to Section 2 of this act, or any principal, officer, director, employee, stockholder, partner, or prime contractor of the employer

1 on account of injury, illness, or death. Negligent acts of a co-
2 employee may not be imputed to the employer. No role, capacity, or
3 persona of any employer, principal, officer, director, employee, or
4 stockholder other than that existing in the role of employer of the
5 employee shall be relevant for consideration for purposes of this
6 act, and the remedies and rights provided by this act shall be
7 exclusive regardless of the multiple roles, capacities, or personas
8 the employer may be deemed to have.

9 B. Exclusive remedy shall not apply if:

10 1. An employer fails to secure the payment of compensation due
11 to the employee as required by this act. An injured employee, or
12 his or her legal representative in case death results from the
13 injury, may, at his or her option, elect to claim compensation under
14 this act or to maintain a legal action in court for damages on
15 account of the injury or death; or

16 2. The injury was caused by an intentional tort committed by
17 the employer. An intentional tort shall exist only when the
18 employee is injured as a result of willful, deliberate, specific
19 intent of the employer to cause such injury. Allegations or proof
20 that the employer had knowledge that the injury was substantially
21 certain to result from the employer's conduct shall not constitute
22 an intentional tort. The employee shall plead facts that show it is
23 at least as likely as it is not that the employer acted with the
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1 purpose of injuring the employee. The issue of whether an act is an
2 intentional tort shall be a question of law.

3 C. The immunity from civil liability described in subsection A
4 of this section shall apply regardless of whether the injured
5 employee is denied compensation or deemed ineligible to receive
6 compensation under this act.

7 D. If an employer has failed to secure the payment of
8 compensation for his or her injured employee as provided for in this
9 act, an injured employee, or his or her legal representative if
10 death results from the injury, may maintain an action in the
11 district court for damages on account of such injury.

12 E. The immunity created by the provisions of this section shall
13 not extend to action against another employer, or its employees, on
14 the same job as the injured or deceased worker where such other
15 employer does not stand in the position of an intermediate or
16 principal employer to the immediate employer of the injured or
17 deceased worker.

18 F. The immunity created by the provisions of this section shall
19 not extend to action against another employer, or its employees, on
20 the same job as the injured or deceased worker even though such
21 other employer may be considered as standing in the position of a
22 special master of a loaned servant where such special master neither
23 is the immediate employer of the injured or deceased worker nor
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1 stands in the position of an intermediate or principal employer to
2 the immediate employer of the injured or deceased worker.

3 G. This section shall not be construed to abrogate the loaned
4 servant doctrine in any respect other than that described in
5 subsection F of this section. Nothing in this act shall be
6 construed to relieve the employer from any other penalty provided
7 for in this act for failure to secure the payment of compensation
8 under this act.

9 H. For the purpose of extending the immunity of this section,
10 any architect, professional engineer, or land surveyor shall be
11 deemed an intermediate or principal employer for services performed
12 at or on the site of a construction project, but this immunity shall
13 not extend to the negligent preparation of design plans and
14 specifications.

15 I. If the employer has failed to secure the payment of
16 compensation as provided in this act or in the case of an
17 intentional tort, the injured employee or his or her legal
18 representative may maintain an action either before the Commission
19 or in the district court, but not both.

20 SECTION 2. NEW LAW A new section of law to be codified
21 in the Oklahoma Statutes as Section 126 of Title 85A, unless there
22 is created a duplication in numbering, reads as follows:

23 A. For the purposes of this section:
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1 1. "General contractor" means a person who undertakes to
2 procure the performance of work or a service, either separately or
3 through the use of subcontractors. General contractor shall
4 include, but is not limited to, a principal contractor, an original
5 contractor, a prime contractor, and premises owners who contract all
6 or part of the work being performed on the premises;

7 2. "Provides workers' compensation insurance coverage" means to
8 make available workers' compensation insurance coverage. Workers'
9 compensation insurance coverage may be provided, even if it does not
10 ultimately cover an incident, so long as it was made available to
11 the subcontractor. Providing workers' compensation insurance
12 coverage does not mean:

- 13 a. timing discrepancies between the issuance of workers'
14 compensation insurance policies and contracts between
15 and among general contractors and subcontractors,
- 16 b. factual discrepancies in secondary documentation such
17 as certificates of insurance or enrollment forms,
- 18 c. a general contractor's lack of notice of election of
19 coverage, or
- 20 d. payment of premiums, or lack thereof, by the general
21 contractor; and

22 3. "Subcontractor" means a person who contracts with a general
23 contractor to perform all or part of the work or services that the
24 general contractor has undertaken to perform.

1 B. A general contractor and a subcontractor may enter into a
2 written agreement under which the general contractor provides
3 workers' compensation insurance coverage to the subcontractor and
4 employees of the subcontractor.

5 C. If a general contractor has workers' compensation insurance
6 to protect the general contractor's employees and if, in the course
7 and scope of the general contractor's business, the general
8 contractor enters into a contract with a subcontractor who does not
9 have employees, the general contractor shall be treated as the
10 employer of the subcontractor for the purposes of the Administrative
11 Workers' Compensation Act and may enter into an agreement for the
12 deduction of premiums paid in accordance with subsection C of this
13 section. A premises owner who acts as a general contractor shall be
14 treated as the employer of all subcontractors for the purposes of
15 the Administrative Workers' Compensation Act and may enter into an
16 agreement for the deduction of premiums paid in accordance with
17 subsection C of this section.

18 D. If a general contractor elects to provide coverage, then the
19 actual premiums based on payroll that are paid or incurred by the
20 general contractor for the coverage may be deducted from the
21 contract price or other amount owed to the subcontractor by the
22 general contractor.

23 E. An agreement under this section makes the general contractor
24 the employer of the subcontractor and the subcontractor's employees

1 for the purposes of this title. A subcontractor or subcontractor's
2 employee's rights and remedies against the general contractor shall
3 be subject to the limitations pursuant to Section 5 of Title 85A of
4 the Oklahoma Statutes.

5 F. Notwithstanding subsection B of this section, a person who
6 performs work or provides a service for an oil or gas well operator
7 and who is an independent contractor with employees is not entitled
8 to coverage under the general contractor's workers' compensation
9 insurance policy unless the independent subcontractor and the
10 general contractor enter into an agreement under this section.

11 SECTION 3. This act shall become effective November 1, 2025.

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