

1 SECTION 1. NEW LAW A new section of law not to be
2 codified in the Oklahoma Statutes reads as follows:

3 This act shall be known and may be cited as the "Jamie Lea Pearl
4 Act".

5 SECTION 2. NEW LAW A new section of law to be codified
6 in the Oklahoma Statutes as Section 230.33a of Title 47, unless
7 there is created a duplication in numbering, reads as follows:

8 A. A medical needs motor carrier shall:

9 1. Be formed under 28 U.S.C. § 501 (c) (3);

10 2. Be engaged in the transportation of passengers and their
11 baggage at little or no cost for medical needs, including, but not
12 limited to, dialysis, cancer treatments, prosthetics, pain
13 management, and physical rehabilitation;

14 3. The medical needs motor carrier engaged in the
15 transportation of passengers and their baggage may be accomplished
16 by use of vehicles owned or leased by the company or vehicles owned
17 or leased by drivers of the company.

18 4. Not deny transportation for medical needs based on
19 ethnicity, age, sex, or disability;

20 5. Require every driver and vehicle used in its medical needs
21 motor carrier operations to carry a primary liability insurance in
22 the amount of at least One Hundred Thousand Dollars (\$100,000.00)
23 for death and bodily injury per person, Three Hundred Thousand
24 Dollars (\$300,000.00) for death and bodily injury per incident, and

1 One Hundred Thousand Dollars (\$100,000.00) for property damage, but
2 shall not be required to carry a general liability policy;

3 6. Have all drivers' vehicles inspected on a quarterly basis to
4 confirm that all vehicles meet all state and federal guidelines for
5 safety;

6 7. Not allow its drivers to operate a motor vehicle more than
7 ten (10) hours in each 24-hour period; and

8 8. Retain in their files records showing that all drivers have
9 five-year clean motor vehicle records, federal and state background
10 checks, ten (10) panel drug testing results, and fingerprint cards.
11 Records must be retained by the company for a period of at least two
12 (2) years after the driver is no longer driving for the company.

13 B. A medical needs motor carrier may engage in the
14 transportation of passengers and their baggage, by use of vehicles
15 as described in paragraph 3 of subsection A of this section, for
16 hire as necessary for the company to generate sufficient revenue to
17 cover their cost of operations, including, but not limited to, fuel,
18 insurance, uniforms, a reasonable compensation for the owners of the
19 company, drug testing, fingerprinting, tag or badges, vehicle
20 inspection, vehicle maintenance, and repair.

21 C. Within sixty (60) days of the passage and approval of this
22 act, the Oklahoma Corporation Commission shall promulgate emergency
23 rules and regulations necessary to carry out the provisions of this
24 bill, and thereafter promulgate permanent rules as necessary.

1 SECTION 3. AMENDATORY 47 O.S. 2021, Section 230.23, is
2 amended to read as follows:

3 Section 230.23 As used in the Motor Carrier Act of 1995:

4 1. "Person" means any individual, firm, copartnership, limited
5 partnership, corporation, limited liability corporation, company,
6 association, or joint-stock association and includes any trustee,
7 receiver, assignee, or personal representative thereof;

8 2. "Commission" means the Oklahoma Corporation Commission;

9 3. "License" means the license issued under authority of the
10 laws of the State of Oklahoma to motor carriers and private
11 carriers;

12 4. "Interstate Registration Certificate" (IRC) means a document
13 issued by the Commission granting permission to operate upon the
14 highways of the State of Oklahoma in interstate commerce exempt from
15 federal motor carrier regulation;

16 5. "Motor vehicle" means any automobile, truck, truck-tractor,
17 trailer or semitrailer or any motor bus or any self-propelled
18 vehicle not operated or driven upon fixed rails or tracks;

19 6. "Motor carrier of persons or property" means any person,
20 except a carrier of household goods or used emigrant movables,
21 operating upon any public highway for the transportation of
22 passengers or property for compensation or for hire or for
23 commercial purposes, and not operating exclusively within the limits
24 of an incorporated city or town within this state. Provided, the

1 provisions of the Motor Carrier Act of 1995 shall not apply to the
2 following vehicles and equipment when such vehicles and equipment
3 are being used for the following:

- 4 a. taxicabs and bus companies engaged in the
5 transportation of passengers and their baggage, not
6 operated between two or more cities and towns, when
7 duly licensed by a municipal corporation in which they
8 might be doing business,
- 9 b. any person or governmental authority furnishing
10 transportation for school children to and from public
11 schools or to and from public-school-related
12 extracurricular activities under contract with, and
13 sponsored by, a public school board; provided, that
14 motor vehicles and equipment operated for the purposes
15 shall qualify in all respects for the transportation
16 of school children under the Oklahoma School Code and
17 the rules of the State Board of Education adopted
18 pursuant thereto.
- 19 c. transport trucks transporting liquefied petroleum
20 gases intrastate which are owned or operated by a
21 person subject to and licensed by the Oklahoma
22 Liquefied Petroleum Gas Regulation Act, and
- 23 d. transportation of livestock and farm products in the
24 raw state, when any of such commodities move from farm

1 to market or from market to farm on a vehicle or on
2 vehicles owned and operated by a bona fide farmer not
3 engaged in motor vehicle transportation on a
4 commercial scale;

5 7. "Corporate family" means a group of corporations consisting
6 of a parent corporation and all subsidiaries in which the parent
7 corporation owns directly or indirectly one hundred percent (100%)
8 interest;

9 8. "Intercompany hauling" means the transportation of
10 property, by motor vehicle, for compensation, by a carrier which is
11 a member of a corporate family, as defined in the Motor Carrier Act
12 of 1995, when the transportation for compensation is provided for
13 other members of the corporate family;

14 9. "Private carrier" means any person engaged in transportation
15 upon public highways, of persons or property, or both, but not as a
16 motor carrier, and includes any person who transports property by
17 motor vehicle where such transportation is incidental to or in
18 furtherance of any commercial enterprise of such person, other than
19 transportation;

20 10. "Market" means the point at which livestock and farm
21 products in the raw state were first delivered by the producer of
22 the livestock and farm products in the raw state, upon the sale
23 thereof;

1 11. "Public highway" means every public street, road or
2 highway, or thoroughfare in this state, used by the public, whether
3 actually dedicated to the public and accepted by the proper
4 authorities or otherwise; ~~and~~

5 12. "Commercial enterprise" means all undertakings entered into
6 for private gain or compensation, including all industrial pursuits,
7 whether the undertakings involve the handling of or dealing in
8 commodities for sale or otherwise; and

9 13. "Medical needs motor carrier of persons or property" means
10 a company formed under 28 U.S.C § 501 (c) (3) engaged in the
11 transportation of passengers and their baggage at little or no cost
12 throughout the state of Oklahoma for medical needs, including, but
13 not limited to, dialysis, cancer treatments, prosthetics, pain
14 management, and physical rehabilitation.

15 SECTION 4. AMENDATORY 47 O.S. 2021, Section 230.29, is
16 amended to read as follows:

17 Section 230.29 A. As used in this section:

18 1. "Authorized carrier" means a person or persons authorized to
19 engage in the transportation of passengers or property as a licensed
20 motor carrier;

21 2. "Equipment" means a motor vehicle, straight truck, tractor,
22 semitrailer, full trailer, any combination of these and any other
23 type of equipment used by authorized carriers in the transportation
24

1 of passengers or property for hire or property for hire by a medical
2 needs motor carrier;

3 3. "Owner" means a person to whom title to equipment has been
4 issued, or who, without title, has the right to exclusive use of
5 equipment for a period longer than thirty (30) days;

6 4. "Lease" means a contract or arrangement in which the owner
7 grants the use of equipment, with or without driver, for a specified
8 period to an authorized carrier for use in the regulated
9 transportation of passengers or property, in exchange for
10 compensation;

11 5. "Lessor", in a lease, means the party granting the use of
12 equipment, with or without driver, to another;

13 6. "Lessee", in a lease, means the party acquiring the use of
14 equipment, with or without driver, from another;

15 7. "Addendum" means a supplement to an existing lease which is
16 not effective until signed by the lessor and lessee; and

17 8. "Shipper" means a person who sends or receives passengers or
18 property which is transported in intrastate commerce in this state.

19 B. An authorized carrier may perform authorized transportation
20 in equipment it does not own only under the following conditions:

21 1. There shall be a written lease granting the use of the
22 equipment and meeting the requirements as set forth in subsection C
23 of this section;

24

1 2. The authorized carrier acquiring the use of equipment under
2 this section shall identify the equipment in accordance with the
3 requirements of the Commission; and

4 3. Upon termination of the lease, the authorized carrier shall
5 remove all identification showing it as the operating carrier before
6 giving up possession of the equipment.

7 C. The written lease required pursuant to subsection B of this
8 section shall contain the following provisions. The required lease
9 provisions shall be adhered to and performed by the authorized
10 carrier as follows:

11 1. The lease shall be made between the authorized carrier and
12 the owner of the equipment. The lease shall be signed by these
13 parties or by their authorized representatives;

14 2. The lease shall specify the time and date or the
15 circumstances on which the lease begins and ends and include a
16 description of the equipment which shall be identified by vehicle
17 serial number, make, year model and current license plate number;

18 3. The period for which the lease applies shall be for thirty
19 (30) days or more when the equipment is to be operated for the
20 authorized carrier by the owner or an employee of the owner;

21 4. The lease shall provide that the authorized carrier lessee
22 shall have exclusive possession, control and use of the equipment
23 for the duration of the lease. The lease shall further provide that
24

1 the authorized carrier lessee shall assume complete responsibility
2 for the operation of the equipment for the duration of the lease;

3 5. The amount to be paid by the authorized carrier for
4 equipment and driver's services shall be clearly stated on the face
5 of the lease or in an addendum which is attached to the lease;

6 6. The lease shall clearly specify the responsibility of each
7 party with respect to the cost of fuel, fuel taxes, empty mileage,
8 permits of all types, tolls, detention and accessorial services,
9 base plates and licenses, and any unused portions of such items.
10 Except when the violation results from the acts or omissions of the
11 lessor, the authorized carrier lessee shall assume the risks and
12 costs of fines for overweight and oversize trailers when the
13 trailers are preloaded, sealed, or the load is containerized, or
14 when the trailer or lading is otherwise outside of the lessor's
15 control, and for improperly permitted overdimension and overweight
16 loads and shall reimburse the lessor for any fines paid by the
17 lessor. If the authorized carrier is authorized to receive a refund
18 or a credit for base plates purchased by the lessor from, and issued
19 in the name of, the authorized carrier, or if the base plates are
20 authorized to be sold by the authorized carrier to another lessor
21 the authorized carrier shall refund to the initial lessor on whose
22 behalf the base plate was first obtained a prorated share of the
23 amount received;

24

1 7. The lease shall specify that payment to the lessor shall be
2 made by the authorized carrier within fifteen (15) days after
3 submission of the necessary delivery documents and other paperwork
4 concerning a trip in the service of the authorized carrier. The
5 paperwork required before the lessor can receive payment is limited
6 to those documents necessary for the authorized carrier to secure
7 payment from the shipper. The authorized carrier may require the
8 submission of additional documents by the lessor but not as a
9 prerequisite to payment;

10 8. The lease shall clearly specify the right of the lessor,
11 regardless of method of compensation, to examine copies of the
12 documentation of the carrier upon which charges are assessed;

13 9. The lease shall clearly specify all items that may be
14 initially paid for by the authorized carrier, but ultimately
15 deducted from the compensation of the lessor at the time of payment
16 or settlement together with a recitation as to how the amount of
17 each item is to be computed. The lessor shall be afforded copies of
18 those documents which are necessary to determine the validity of the
19 charge;

20 10. The lease shall specify that the lessor is not required to
21 purchase or rent any products, equipment, or services from the
22 authorized carrier as a condition of entering into the lease
23 arrangement;

24 11. As it relates to insurance:

- 1 a. the lease shall clearly specify the legal obligation
2 of the authorized carrier to maintain insurance
3 coverage for the protection of the public, and
- 4 b. the lease shall clearly specify the conditions under
5 which deductions for cargo or property damage may be
6 made from the lessor's settlements. The lease shall
7 further specify that the authorized carrier must
8 provide the lessor with a written explanation and
9 itemization of any deductions for cargo or property
10 damage made from any compensation of money owed to the
11 lessor. The written explanation and itemization must
12 be delivered to the lessor before any deductions are
13 made; and

14 12. An original and two copies of each lease shall be signed by
15 the parties. The authorized carrier shall keep the original and
16 shall place a copy of the lease in the equipment during the period
17 of the lease. The owner of the equipment shall keep the other copy
18 of the lease.

19 D. The provisions of this section shall apply to the leasing of
20 equipment with which to perform transportation regulated by the
21 Corporation Commission by motor carriers holding a license from the
22 Commission to transport passengers or property.

23 SECTION 5. It being immediately necessary for the preservation
24 of the public peace, health or safety, an emergency is hereby

1 declared to exist, by reason whereof this act shall take effect and
2 be in full force from and after its passage and approval.

3

4 COMMITTEE REPORT BY: COMMITTEE ON PUBLIC SAFETY, dated 02/20/2024 -
5 DO PASS, As Coauthored.

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24