



Adopted	Rejected
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COMMITTEE REPORT

YES:	11
NO:	0

MR. SPEAKER:

*Your Committee on Courts and Criminal Code, to which was referred House Bill 1181, 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:*

- 1 Page 1, between the enacting clause and line 1, begin a new
- 2 paragraph and insert:
- 3 "SECTION 1. IC 11-8-3-1 IS AMENDED TO READ AS
- 4 FOLLOWS [EFFECTIVE JULY 1, 2022]: Sec. 1. (a) The department
- 5 may contract with any city, county, state, or federal authority, or with
- 6 other public or private organizations, for:
- 7 (1) the custody, care, confinement, or treatment of committed
- 8 persons; or
- 9 (2) **subject to subsection (e)**, the provision of other correctional
- 10 or related services to committed persons.
- 11 (b) Before transferring a committed person to the custody, care, or
- 12 control of an agency or organization under such a contract, the
- 13 department must approve the receiving facility or program as suitable

1 for the supervision and care of the person.

2 (c) The department may contract with individuals for the provision
3 of services to the department.

4 (d) To fund contracts under this section the department may use:
5 (1) its regular budgeted monies; and
6 (2) if applicable, monies deducted from the person's earnings
7 under IC 11-10-7-5 or IC 11-10-8-6.

8 **(e) After June 30, 2022, the department may not enter into or**
9 **renew a contract with a provider of inmate calling services for the**
10 **provision of inmate calling services at a correctional facility unless**
11 **the terms of the contract comply with IC 24-5-27. Any term,**
12 **condition, or provision that:**

13 **(1) is included in a contract that is entered into or renewed**
14 **after June 30, 2022, for the provision of inmate calling**
15 **services at a correctional facility; and**
16 **(2) violates IC 24-5-27;**
17 **is void.**

18 **(f) After June 30, 2022, a county owning or operating a**
19 **correctional facility may not enter into or renew a contract with a**
20 **provider of inmate calling services for the provision of inmate**
21 **calling services at the correctional facility unless the terms of the**
22 **contract comply with IC 24-5-27. Any term, condition, or provision**
23 **that:**

24 **(1) is included in a contract that is entered into or renewed**
25 **after June 30, 2022, for the provision of inmate calling**
26 **services at the correctional facility; and**
27 **(2) violates IC 24-5-27;**
28 **is void."**

29 Page 2, after line 12, begin a new paragraph and insert:
30 "SECTION 7. IC 24-5-0.5-3, AS AMENDED BY P.L.156-2020,
31 SECTION 87, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE
32 JULY 1, 2022]: Sec. 3. (a) A supplier may not commit an unfair,
33 abusive, or deceptive act, omission, or practice in connection with a
34 consumer transaction. Such an act, omission, or practice by a supplier
35 is a violation of this chapter whether it occurs before, during, or after
36 the transaction. An act, omission, or practice prohibited by this section
37 includes both implicit and explicit misrepresentations.
38 (b) Without limiting the scope of subsection (a), the following acts,

1 and the following representations as to the subject matter of a
2 consumer transaction, made orally, in writing, or by electronic
3 communication, by a supplier, are deceptive acts:

4 (1) That such subject of a consumer transaction has sponsorship,
5 approval, performance, characteristics, accessories, uses, or
6 benefits it does not have which the supplier knows or should
7 reasonably know it does not have.

8 (2) That such subject of a consumer transaction is of a particular
9 standard, quality, grade, style, or model, if it is not and if the
10 supplier knows or should reasonably know that it is not.

11 (3) That such subject of a consumer transaction is new or unused,
12 if it is not and if the supplier knows or should reasonably know
13 that it is not.

14 (4) That such subject of a consumer transaction will be supplied
15 to the public in greater quantity than the supplier intends or
16 reasonably expects.

17 (5) That replacement or repair constituting the subject of a
18 consumer transaction is needed, if it is not and if the supplier
19 knows or should reasonably know that it is not.

20 (6) That a specific price advantage exists as to such subject of a
21 consumer transaction, if it does not and if the supplier knows or
22 should reasonably know that it does not.

23 (7) That the supplier has a sponsorship, approval, or affiliation in
24 such consumer transaction the supplier does not have, and which
25 the supplier knows or should reasonably know that the supplier
26 does not have.

27 (8) That such consumer transaction involves or does not involve
28 a warranty, a disclaimer of warranties, or other rights, remedies,
29 or obligations, if the representation is false and if the supplier
30 knows or should reasonably know that the representation is false.

31 (9) That the consumer will receive a rebate, discount, or other
32 benefit as an inducement for entering into a sale or lease in return
33 for giving the supplier the names of prospective consumers or
34 otherwise helping the supplier to enter into other consumer
35 transactions, if earning the benefit, rebate, or discount is
36 contingent upon the occurrence of an event subsequent to the time
37 the consumer agrees to the purchase or lease.

38 (10) That the supplier is able to deliver or complete the subject of

- 1 the consumer transaction within a stated period of time, when the
2 supplier knows or should reasonably know the supplier could not.
3 If no time period has been stated by the supplier, there is a
4 presumption that the supplier has represented that the supplier
5 will deliver or complete the subject of the consumer transaction
6 within a reasonable time, according to the course of dealing or the
7 usage of the trade.
- 8 (11) That the consumer will be able to purchase the subject of the
9 consumer transaction as advertised by the supplier, if the supplier
10 does not intend to sell it.
- 11 (12) That the replacement or repair constituting the subject of a
12 consumer transaction can be made by the supplier for the estimate
13 the supplier gives a customer for the replacement or repair, if the
14 specified work is completed and:
- 15 (A) the cost exceeds the estimate by an amount equal to or
16 greater than ten percent (10%) of the estimate;
- 17 (B) the supplier did not obtain written permission from the
18 customer to authorize the supplier to complete the work even
19 if the cost would exceed the amounts specified in clause (A);
- 20 (C) the total cost for services and parts for a single transaction
21 is more than seven hundred fifty dollars (\$750); and
- 22 (D) the supplier knew or reasonably should have known that
23 the cost would exceed the estimate in the amounts specified in
24 clause (A).
- 25 (13) That the replacement or repair constituting the subject of a
26 consumer transaction is needed, and that the supplier disposes of
27 the part repaired or replaced earlier than seventy-two (72) hours
28 after both:
- 29 (A) the customer has been notified that the work has been
30 completed; and
- 31 (B) the part repaired or replaced has been made available for
32 examination upon the request of the customer.
- 33 (14) Engaging in the replacement or repair of the subject of a
34 consumer transaction if the consumer has not authorized the
35 replacement or repair, and if the supplier knows or should
36 reasonably know that it is not authorized.
- 37 (15) The act of misrepresenting the geographic location of the
38 supplier by listing an alternate business name or an assumed

- 1 business name (as described in IC 23-0.5-3-4) in a local telephone
- 2 directory if:
- 3 (A) the name misrepresents the supplier's geographic location;
- 4 (B) the listing fails to identify the locality and state of the
- 5 supplier's business;
- 6 (C) calls to the local telephone number are routinely forwarded
- 7 or otherwise transferred to a supplier's business location that
- 8 is outside the calling area covered by the local telephone
- 9 directory; and
- 10 (D) the supplier's business location is located in a county that
- 11 is not contiguous to a county in the calling area covered by the
- 12 local telephone directory.
- 13 (16) The act of listing an alternate business name or assumed
- 14 business name (as described in IC 23-0.5-3-4) in a directory
- 15 assistance data base if:
- 16 (A) the name misrepresents the supplier's geographic location;
- 17 (B) calls to the local telephone number are routinely forwarded
- 18 or otherwise transferred to a supplier's business location that
- 19 is outside the local calling area; and
- 20 (C) the supplier's business location is located in a county that
- 21 is not contiguous to a county in the local calling area.
- 22 (17) The violation by a supplier of IC 24-3-4 concerning
- 23 cigarettes for import or export.
- 24 (18) The act of a supplier in knowingly selling or reselling a
- 25 product to a consumer if the product has been recalled, whether
- 26 by the order of a court or a regulatory body, or voluntarily by the
- 27 manufacturer, distributor, or retailer, unless the product has been
- 28 repaired or modified to correct the defect that was the subject of
- 29 the recall.
- 30 (19) The violation by a supplier of 47 U.S.C. 227, including any
- 31 rules or regulations issued under 47 U.S.C. 227.
- 32 (20) The violation by a supplier of the federal Fair Debt
- 33 Collection Practices Act (15 U.S.C. 1692 et seq.), including any
- 34 rules or regulations issued under the federal Fair Debt Collection
- 35 Practices Act (15 U.S.C. 1692 et seq.).
- 36 (21) A violation of IC 24-5-7 (concerning health spa services), as
- 37 set forth in IC 24-5-7-17.
- 38 (22) A violation of IC 24-5-8 (concerning business opportunity

- 1 transactions), as set forth in IC 24-5-8-20.
- 2 (23) A violation of IC 24-5-10 (concerning home consumer
3 transactions), as set forth in IC 24-5-10-18.
- 4 (24) A violation of IC 24-5-11 (concerning real property
5 improvement contracts), as set forth in IC 24-5-11-14.
- 6 (25) A violation of IC 24-5-12 (concerning telephone
7 solicitations), as set forth in IC 24-5-12-23.
- 8 (26) A violation of IC 24-5-13.5 (concerning buyback motor
9 vehicles), as set forth in IC 24-5-13.5-14.
- 10 (27) A violation of IC 24-5-14 (concerning automatic
11 dialing-announcing devices), as set forth in IC 24-5-14-13.
- 12 (28) A violation of IC 24-5-15 (concerning credit services
13 organizations), as set forth in IC 24-5-15-11.
- 14 (29) A violation of IC 24-5-16 (concerning unlawful motor
15 vehicle subleasing), as set forth in IC 24-5-16-18.
- 16 (30) A violation of IC 24-5-17 (concerning environmental
17 marketing claims), as set forth in IC 24-5-17-14.
- 18 (31) A violation of IC 24-5-19 (concerning deceptive commercial
19 solicitation), as set forth in IC 24-5-19-11.
- 20 (32) A violation of IC 24-5-21 (concerning prescription drug
21 discount cards), as set forth in IC 24-5-21-7.
- 22 (33) A violation of IC 24-5-23.5-7 (concerning real estate
23 appraisals), as set forth in IC 24-5-23.5-9.
- 24 (34) A violation of IC 24-5-26 (concerning identity theft), as set
25 forth in IC 24-5-26-3.
- 26 (35) A violation of IC 24-5.5 (concerning mortgage rescue fraud),
27 as set forth in IC 24-5.5-6-1.
- 28 (36) A violation of IC 24-8 (concerning promotional gifts and
29 contests), as set forth in IC 24-8-6-3.
- 30 (37) A violation of IC 21-18.5-6 (concerning representations
31 made by a postsecondary credit bearing proprietary educational
32 institution), as set forth in IC 21-18.5-6-22.5.
- 33 (38) A violation of IC 24-5-15.5 (concerning collection actions of
34 a plaintiff debt buyer), as set forth in IC 24-5-15.5-6.
- 35 (39) A violation of IC 24-14 (concerning towing services), as set
36 forth in IC 24-14-10-1.
- 37 (40) A violation of IC 24-5-14.5 (concerning misleading or
38 inaccurate caller identification information), as set forth in

1 IC 24-5-14.5-12.

2 **(41) A violation of IC 24-5-27 (concerning intrastate inmate**
3 **calling services), as set forth in IC 24-5-27-27.**

4 (c) Any representations on or within a product or its packaging or
5 in advertising or promotional materials which would constitute a
6 deceptive act shall be the deceptive act both of the supplier who places
7 such representation thereon or therein, or who authored such materials,
8 and such other suppliers who shall state orally or in writing that such
9 representation is true if such other supplier shall know or have reason
10 to know that such representation was false.

11 (d) If a supplier shows by a preponderance of the evidence that an
12 act resulted from a bona fide error notwithstanding the maintenance of
13 procedures reasonably adopted to avoid the error, such act shall not be
14 deceptive within the meaning of this chapter.

15 (e) It shall be a defense to any action brought under this chapter that
16 the representation constituting an alleged deceptive act was one made
17 in good faith by the supplier without knowledge of its falsity and in
18 reliance upon the oral or written representations of the manufacturer,
19 the person from whom the supplier acquired the product, any testing
20 organization, or any other person provided that the source thereof is
21 disclosed to the consumer.

22 (f) For purposes of subsection (b)(12), a supplier that provides
23 estimates before performing repair or replacement work for a customer
24 shall give the customer a written estimate itemizing as closely as
25 possible the price for labor and parts necessary for the specific job
26 before commencing the work.

27 (g) For purposes of subsection (b)(15) and (b)(16), a telephone
28 company or other provider of a telephone directory or directory
29 assistance service or its officer or agent is immune from liability for
30 publishing the listing of an alternate business name or assumed
31 business name of a supplier in its directory or directory assistance data
32 base unless the telephone company or other provider of a telephone
33 directory or directory assistance service is the same person as the
34 supplier who has committed the deceptive act.

35 (h) For purposes of subsection (b)(18), it is an affirmative defense
36 to any action brought under this chapter that the product has been
37 altered by a person other than the defendant to render the product
38 completely incapable of serving its original purpose.

1 SECTION 8. IC 24-5-27 IS ADDED TO THE INDIANA CODE AS
 2 A NEW CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY
 3 1, 2022]:

4 **Chapter 27. Intrastate Inmate Calling Services**

5 **Sec. 1. (a) Except as provided in subsections (b) and (c), sections**
 6 **19 through 25 of this chapter apply to the following:**

7 (1) **An inmate calling services call that is initiated after June**
 8 **30, 2022.**

9 (2) **A contract described in section 26 of this chapter that is**
 10 **entered into or renewed after June 30, 2022, for the provision**
 11 **of inmate calling services at a correctional facility.**

12 **(b) Sections 19 through 25 of this chapter do not apply to an**
 13 **inmate calling services call that is:**

14 (1) **initiated after June 30, 2022; and**

15 (2) **made in connection with a contract described in section 26**
 16 **of this chapter that is:**

17 (A) **entered into or renewed before July 1, 2022; and**

18 (B) **in effect at the time the inmate calling services call is**
 19 **initiated.**

20 **(c) Sections 19 through 25 of this chapter do not apply with**
 21 **respect to a contract described in section 26 of this chapter that is:**

22 (1) **entered into or renewed before July 1, 2022; and**

23 (2) **for the provision of inmate calling services at a**
 24 **correctional facility.**

25 **The exemption from sections 19 through 25 of this chapter**
 26 **provided by this subsection terminates when the contract or the**
 27 **renewal of the contract either expires by its terms or is terminated**
 28 **by any party to the contract.**

29 **Sec. 2. As used in this chapter, "ancillary service charge" means**
 30 **any charge that:**

31 (1) **consumers may be assessed for, or in connection with, the**
 32 **intrastate use of inmate calling services (including any**
 33 **intrastate inmate calling services call that includes**
 34 **jurisdictionally mixed charges); and**

35 (2) **is not included in the per minute charges assessed for**
 36 **individual calls.**

37 **Sec. 3. As used in this chapter, "authorized fee" means a**
 38 **government authorized, but discretionary, fee:**

1 (1) that a provider must remit to a federal, state, or local
2 government; and

3 (2) with respect to which a provider is permitted, but not
4 required, to pass through to consumers;

5 for, or in connection with, intrastate inmate calling services.

6 Sec. 4. As used in this chapter, "collect calling" means an
7 arrangement in which the called party takes affirmative action
8 clearly indicating that the party will pay the charges associated
9 with a call originating from an inmate telephone.

10 Sec. 5. (a) As used in this chapter, "consumer" means an
11 individual who pays, or is responsible for paying, a provider for
12 intrastate inmate calling services.

13 (b) The term includes an inmate who pays, or is responsible for
14 paying, a provider for intrastate inmate calling services.

15 Sec. 6. As used in this chapter, "correctional facility" means:

16 (1) a state penal institution;

17 (2) a county jail; or

18 (3) a secure juvenile facility;

19 in Indiana.

20 Sec. 7. As used in this chapter, "debit calling" means a
21 presubscription or comparable service that allows an inmate, or
22 someone acting on an inmate's behalf, to fund an account that:

23 (1) is set up through a provider; and

24 (2) can be used to pay for inmate calling services calls
25 originated by the inmate.

26 Sec. 8. As used in this chapter, "flat rate calling" means a
27 calling plan under which a provider charges a single fee for an
28 inmate calling services call, regardless of the duration of the call.

29 Sec. 9. As used in this chapter, "inmate" means an individual
30 detained at a correctional facility, regardless of the duration of the
31 detention.

32 Sec. 10. As used in this chapter, "inmate calling service" means
33 a service that allows inmates to make calls to individuals outside
34 the correctional facility where the inmate is being held, regardless
35 of the technology used to deliver the service.

36 Sec. 11. As used in this chapter, "inmate telephone" means a
37 telephone instrument, or other device capable of initiating calls, set
38 aside by authorities of a correctional facility for use by inmates.

1 **Sec. 12. As used in this chapter, "intrastate call" means a call**
2 **that originates and terminates in Indiana.**

3 **Sec. 13. As used in this chapter, "jurisdictionally mixed charge"**
4 **means any charge that:**

5 **(1) consumers may be assessed for use of inmate calling**
6 **services;**

7 **(2) is not included in the per minute charges assessed for**
8 **individual calls; and**

9 **(3) is assessed for, or in connection with, the use of inmate**
10 **calling services to make calls that have:**

11 **(A) interstate or international components; and**

12 **(B) intrastate components;**

13 **that are not able to be segregated at the time the charge is**
14 **incurred.**

15 **Sec. 14. As used in this chapter, "mandatory tax or fee" means**
16 **a tax or fee that a provider is required to:**

17 **(1) collect directly from consumers; and**

18 **(2) remit to federal, state, or local governments;**

19 **for, or in connection with, intrastate inmate calling services.**

20 **Sec. 15. As used in this chapter, "per call or per connection**
21 **charge" means a one (1) time fee charged to a consumer at call**
22 **initiation.**

23 **Sec. 16. As used in this chapter, "prepaid calling" means a**
24 **presubscription or comparable service in which:**

25 **(1) a consumer, other than an inmate, funds an account set up**
26 **through a provider; and**

27 **(2) funds from the account can then be used to pay for inmate**
28 **calling services, including calls that originate with an inmate.**

29 **Sec. 17. As used in this chapter, "prepaid collect calling" means**
30 **a calling arrangement that:**

31 **(1) allows an inmate to initiate an inmate calling services call**
32 **without having a preestablished billing arrangement; and**

33 **(2) provides a means, within that call, for the called party to**
34 **establish an arrangement with a provider for the party to be**
35 **billed directly by the provider for future calls from the same**
36 **inmate.**

37 **Sec. 18. As used in this chapter, "provider of inmate calling**
38 **services", or "provider", means any communications service**

1 provider that provides inmate calling services, regardless of the
2 technology used to provide the services.

3 Sec. 19. (a) As used in this section, "site commission" means any
4 form of monetary payment, in kind payment, gift, exchange of
5 services or goods, fee, technology allowance, or product that a
6 provider of inmate calling services pays, gives, donates, or
7 otherwise provides to:

- 8 (1) an entity that operates a correctional facility;
- 9 (2) an entity with which the provider of inmate calling
10 services enters into an agreement to provide inmate calling
11 services;
- 12 (3) a governmental agency that oversees a correctional
13 facility;
- 14 (4) the city, county, or state in which a correctional facility is
15 located; or
- 16 (5) an agent of a correctional facility.

17 (b) Subject to subsections (c) and (d), the rate for intrastate:

- 18 (1) collect calling;
- 19 (2) debit calling;
- 20 (3) prepaid calling; or
- 21 (4) prepaid collect calling;

22 in connection with inmate calling services may not exceed the rate
23 cap for the comparable interstate service in connection with inmate
24 calling services, as set by the Federal Communications Commission
25 and in effect at the time the call is initiated, including any interim
26 rate cap that is set by the Federal Communications Commission
27 and in effect at the time the call is initiated.

28 (c) An intrastate rate cap under subsection (b) is subject to any
29 distinctions in the comparable interstate rate cap set by the Federal
30 Communications Commission that are based on:

- 31 (1) the type or size of the correctional facility from which the
32 inmate calling services call is placed, including:
 - 33 (A) whether the correctional facility is a jail or a prison, as
34 those terms may be defined by the Federal
35 Communications Commission at the time the call is
36 initiated; and
 - 37 (B) the average daily population of the correctional
38 facility, as that term may be defined by the Federal

1 **Communications Commission at the time the call is**
2 **initiated; and**

3 **(2) whether any site commission is sought to be recovered**
4 **through the intrastate rate for a service, including any**
5 **distinctions in the facility-related rate component, as that**
6 **term may be defined by the Federal Communications**
7 **Commission at the time the call is initiated, that are based on**
8 **whether the site commission is legally mandated or**
9 **contractually prescribed.**

10 **(d) A provider that has been granted a waiver by the Federal**
11 **Communications Commission from the interstate rate caps for the**
12 **inmate calling services described in subsection (b) with respect to**
13 **a particular:**

- 14 **(1) correctional facility; or**
 - 15 **(2) contract for the provision of inmate calling services;**
- 16 **is not subject to the intrastate rate caps under subsection (b) for**
17 **the comparable intrastate services provided to the same**
18 **correctional facility or under the same contract. The exemption**
19 **from the intrastate rate caps provided under this subsection runs**
20 **concurrently with the term of the exemption from the**
21 **corresponding interstate rate caps, as determined by the Federal**
22 **Communications Commission.**

23 **Sec. 20. (a) The following definitions apply throughout this**
24 **section:**

- 25 **(1) "Automated payment fee" means:**
 - 26 **(A) a credit card payment fee;**
 - 27 **(B) a debit card payment fee; or**
 - 28 **(C) a bill processing fee.**

29 **The term includes fees for payments made by interactive voice**
30 **response, the Internet, or kiosk.**

- 31 **(2) "Fee for single call and related services" means a billing**
32 **arrangement in which:**

- 33 **(A) an inmate's collect calls are billed through a third**
34 **party on a per call basis; and**
- 35 **(B) the called party:**
 - 36 **(i) does not have an account with the provider of inmate**
37 **calling services; or**
 - 38 **(ii) does not want to establish an account with the**

- 1 provider of inmate calling services.
- 2 (3) "Live agent fee" means a fee associated with the optional
- 3 use of a live operator to complete inmate calling services
- 4 transactions.
- 5 (4) "Paper bill or statement fee" means a fee associated with
- 6 providing a customer of inmate calling services an optional
- 7 paper billing statement.
- 8 (5) "Third party financial transaction fee" means the exact
- 9 fee, with no markup, that a provider of inmate calling services
- 10 is charged by a third party to transfer money or process
- 11 financial transactions to facilitate a consumer's ability to
- 12 make account payments through the third party.
- 13 (b) A provider may not charge an ancillary service charge for,
- 14 or in connection with, an intrastate inmate calling services call,
- 15 other than those ancillary service charges permitted by the Federal
- 16 Communications Commission for, or in connection with, interstate
- 17 or international inmate calling services calls at the time the call is
- 18 initiated.
- 19 (c) Subject to subsection (d), a rate for an ancillary service
- 20 charge permitted under subsection (b) for, or in connection with,
- 21 an intrastate inmate calling services call shall not exceed the rate
- 22 for the comparable ancillary service charge permitted by the
- 23 Federal Communications Commission for, or in connection with,
- 24 interstate or international inmate calling services calls at the time
- 25 the call is initiated. Subject to subsection (b), ancillary service
- 26 charges subject to the rate cap set forth in this subsection include
- 27 the following:
 - 28 (1) Automated payment fees.
 - 29 (2) Fees for single call and related services.
 - 30 (3) Live agent fees.
 - 31 (4) Paper bill or statement fees.
 - 32 (5) Third party financial transaction fees.
- 33 (d) A provider that has been granted a waiver by the Federal
- 34 Communications Commission from the ancillary service charge
- 35 caps for interstate or international inmate calling services calls
- 36 with respect to a particular:
 - 37 (1) correctional facility; or
 - 38 (2) contract for the provision of inmate calling services;

1 is not subject to the intrastate caps under subsection (c) for the
2 comparable intrastate ancillary services provided to the same
3 correctional facility or under the same contract. The exemption
4 from the intrastate ancillary service charge caps provided under
5 this subsection runs concurrently with the term of the exemption
6 from the corresponding interstate or international ancillary service
7 charge caps, as determined by the Federal Communications
8 Commission.

9 Sec. 21. (a) Except as provided in subsection (b), a provider shall
10 not:

- 11 (1) prohibit or prevent completion of an intrastate collect
- 12 calling call made in connection with an inmate calling service;
- 13 or
- 14 (2) decline to establish or otherwise degrade intrastate collect
- 15 calling made in connection with inmate calling services;
- 16 solely for the reason that the provider lacks a billing relationship
- 17 with the called party's communications service provider.

18 (b) The prohibitions set forth in subsection (a) do not apply if a
19 provider offers debit calling, prepaid calling, or prepaid collect
20 calling for intrastate inmate calling services calls.

21 Sec. 22. (a) A provider may not charge any taxes or fees to users
22 of inmate calling services for, or in connection with, intrastate
23 calls, except for the following:

- 24 (1) Authorized fees.
- 25 (2) Mandatory taxes and fees.

26 (b) Any:

- 27 (1) authorized fee; or
- 28 (2) mandatory tax or fee;

29 passed through to consumers for, or in connection with, intrastate
30 inmate calling services may not include a markup, unless the
31 markup is specifically authorized by a federal, state, or local
32 statute, rule, or regulation.

33 Sec. 23. A provider may not impose a per call or per connection
34 charge on a consumer for any intrastate inmate calling services
35 call.

36 Sec. 24. A provider may not offer flat rate calling for intrastate
37 inmate calling services.

38 Sec. 25. (a) A provider may not institute a minimum balance

1 requirement for a consumer to use:
 2 (1) debit calling; or
 3 (2) prepaid calling;
 4 for intrastate inmate calling services calls.
 5 (b) A provider may not prohibit a consumer from depositing at
 6 least fifty dollars (\$50) per transaction to fund a:
 7 (1) debit calling; or
 8 (2) prepaid calling;
 9 account that can be used for intrastate inmate calling services calls.
 10 Sec. 26. (a) After June 30, 2022, a provider shall not enter into
 11 or renew a contract with:
 12 (1) the department of correction; or
 13 (2) any:
 14 (A) county;
 15 (B) city; or
 16 (C) public or private agency or organization;
 17 that operates a correctional facility in Indiana;
 18 for the provision of inmate calling services at a correctional facility
 19 unless the terms of the contract comply with this chapter.
 20 (b) Any term, condition, or provision that:
 21 (1) is included in a contract that is entered into or renewed
 22 after June 30, 2022, for the provision of inmate calling
 23 services at a correctional facility; and
 24 (2) violates this chapter;
 25 is void.
 26 Sec. 27. A provider that violates this chapter:
 27 (1) commits a deceptive act that is actionable by the attorney
 28 general or by a consumer under IC 24-5-0.5-4; and
 29 (2) is subject to the remedies and penalties under
 30 IC 24-5-0.5".
 31 Renumber all SECTIONS consecutively.
 (Reference is to HB 1181 as introduced.)

and when so amended that said bill do pass.

Representative Schaibley

Donna Schaibley

