

# PROPOSED AMENDMENT

## HB 1181 # 1

### DIGEST

Intrastate inmate calling services. Provides that a rate for intrastate: (1) collect calling; (2) debit calling; (3) prepaid calling; or (4) prepaid collect calling; in connection with inmate calling services shall not exceed the rate cap for the comparable interstate service, as set by the Federal Communications Commission (FCC) and in effect at the time the call is initiated. Provides that this intrastate rate cap is subject to any distinctions in the comparable interstate rate cap set by the FCC that are based on: (1) the type or size of the correctional facility from which the inmate calling services call is placed; and (2) whether any site commission is sought to be recovered through the intrastate rate. Specifies that a provider that has been granted a waiver by the FCC from the interstate rate caps with respect to a particular: (1) correctional facility; or (2) contract for the provision of inmate calling services; is not subject to the intrastate rate caps for the comparable intrastate services provided to the same correctional facility or under the same contract. Prohibits a provider from charging an ancillary service charge for an intrastate inmate calling services call, other than those ancillary service charges permitted by the FCC for interstate or international inmate calling services calls at the time the call is initiated. Provides that a rate for a permitted ancillary service charge for an intrastate inmate calling services call shall not exceed the rate for the comparable ancillary service charge permitted by the FCC for interstate or international inmate calling services calls at the time the call is initiated. Specifies that a provider that has been granted a waiver by the FCC from the ancillary service charge caps for interstate or international inmate calling services calls with respect to a particular: (1) correctional facility; or (2) contract for the provision of inmate calling services; is not subject to the intrastate caps for the comparable intrastate ancillary services provided to the same correctional facility or under the same contract. Prohibits a provider of inmate calling services from impeding the completion of, or otherwise degrading, intrastate collect calling based on the lack of a billing relationship with the called party's communications service provider. Prohibits a provider from charging any taxes or fees in connection with intrastate inmate calling services calls, except for: (1) authorized fees; and (2) mandatory taxes and fees. Provides that: (1) authorized fees; and (2) mandatory taxes and fees; may not include a markup, unless the markup is specifically authorized by a federal, state, or local statute, rule, or regulation. Prohibits a provider from: (1) imposing a per call or per connection charge for any intrastate inmate calling services call; or (2) offering flat rate calling for intrastate inmate calling services. Provides that after June 30, 2022, a provider shall not enter into or renew a contract for the provision of inmate calling services at a correctional facility in Indiana unless the terms of the contract comply with these provisions. Provides that any term, condition, or provision that: (1) is included in such a contract; and (2) violates these provisions; is void. Provides that a provider that violates these provisions: (1) commits a deceptive act that is actionable by the attorney general or by a consumer under the deceptive consumer sales act (act); and (2) is subject to the remedies and penalties under the act.

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- 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

other public or private organizations, for:

(1) the custody, care, confinement, or treatment of committed persons; or

(2) **subject to subsection (e)**, the provision of other correctional or related services to committed persons.

(b) Before transferring a committed person to the custody, care, or control of an agency or organization under such a contract, the department must approve the receiving facility or program as suitable for the supervision and care of the person.

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

(d) To fund contracts under this section the department may use:

(1) its regular budgeted monies; and

(2) if applicable, monies deducted from the person's earnings under IC 11-10-7-5 or IC 11-10-8-6.

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

**(1) is included in a contract that is entered into or renewed after June 30, 2022, for the provision of inmate calling services at a correctional facility; and**

**(2) violates IC 24-5-27;**

**is void.**

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

**(1) is included in a contract that is entered into or renewed after June 30, 2022, for the provision of inmate calling services at the correctional facility; and**

**(2) violates IC 24-5-27;**

**is void."**

Page 2, after line 12, begin a new paragraph and insert:

"SECTION 7. IC 24-5-0.5-3, AS AMENDED BY P.L.156-2020, SECTION 87, IS AMENDED TO READ AS FOLLOWS [EFFECTIVE JULY 1, 2022]: Sec. 3. (a) A supplier may not commit an unfair,

1 abusive, or deceptive act, omission, or practice in connection with a  
2 consumer transaction. Such an act, omission, or practice by a supplier  
3 is a violation of this chapter whether it occurs before, during, or after  
4 the transaction. An act, omission, or practice prohibited by this section  
5 includes both implicit and explicit misrepresentations.

6 (b) Without limiting the scope of subsection (a), the following acts,  
7 and the following representations as to the subject matter of a  
8 consumer transaction, made orally, in writing, or by electronic  
9 communication, by a supplier, are deceptive acts:

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

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

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

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

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

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

29 (7) That the supplier has a sponsorship, approval, or affiliation in  
30 such consumer transaction the supplier does not have, and which  
31 the supplier knows or should reasonably know that the supplier  
32 does not have.

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

37 (9) That the consumer will receive a rebate, discount, or other  
38 benefit as an inducement for entering into a sale or lease in return  
39 for giving the supplier the names of prospective consumers or  
40 otherwise helping the supplier to enter into other consumer

1 transactions, if earning the benefit, rebate, or discount is  
2 contingent upon the occurrence of an event subsequent to the time  
3 the consumer agrees to the purchase or lease.

4 (10) That the supplier is able to deliver or complete the subject of  
5 the consumer transaction within a stated period of time, when the  
6 supplier knows or should reasonably know the supplier could not.  
7 If no time period has been stated by the supplier, there is a  
8 presumption that the supplier has represented that the supplier  
9 will deliver or complete the subject of the consumer transaction  
10 within a reasonable time, according to the course of dealing or the  
11 usage of the trade.

12 (11) That the consumer will be able to purchase the subject of the  
13 consumer transaction as advertised by the supplier, if the supplier  
14 does not intend to sell it.

15 (12) That the replacement or repair constituting the subject of a  
16 consumer transaction can be made by the supplier for the estimate  
17 the supplier gives a customer for the replacement or repair, if the  
18 specified work is completed and:

19 (A) the cost exceeds the estimate by an amount equal to or  
20 greater than ten percent (10%) of the estimate;

21 (B) the supplier did not obtain written permission from the  
22 customer to authorize the supplier to complete the work even  
23 if the cost would exceed the amounts specified in clause (A);

24 (C) the total cost for services and parts for a single transaction  
25 is more than seven hundred fifty dollars (\$750); and

26 (D) the supplier knew or reasonably should have known that  
27 the cost would exceed the estimate in the amounts specified in  
28 clause (A).

29 (13) That the replacement or repair constituting the subject of a  
30 consumer transaction is needed, and that the supplier disposes of  
31 the part repaired or replaced earlier than seventy-two (72) hours  
32 after both:

33 (A) the customer has been notified that the work has been  
34 completed; and

35 (B) the part repaired or replaced has been made available for  
36 examination upon the request of the customer.

37 (14) Engaging in the replacement or repair of the subject of a  
38 consumer transaction if the consumer has not authorized the  
39 replacement or repair, and if the supplier knows or should  
40 reasonably know that it is not authorized.

1 (15) The act of misrepresenting the geographic location of the  
2 supplier by listing an alternate business name or an assumed  
3 business name (as described in IC 23-0.5-3-4) in a local telephone  
4 directory if:

5 (A) the name misrepresents the supplier's geographic location;

6 (B) the listing fails to identify the locality and state of the  
7 supplier's business;

8 (C) calls to the local telephone number are routinely forwarded  
9 or otherwise transferred to a supplier's business location that  
10 is outside the calling area covered by the local telephone  
11 directory; and

12 (D) the supplier's business location is located in a county that  
13 is not contiguous to a county in the calling area covered by the  
14 local telephone directory.

15 (16) The act of listing an alternate business name or assumed  
16 business name (as described in IC 23-0.5-3-4) in a directory  
17 assistance data base if:

18 (A) the name misrepresents the supplier's geographic location;

19 (B) calls to the local telephone number are routinely forwarded  
20 or otherwise transferred to a supplier's business location that  
21 is outside the local calling area; and

22 (C) the supplier's business location is located in a county that  
23 is not contiguous to a county in the local calling area.

24 (17) The violation by a supplier of IC 24-3-4 concerning  
25 cigarettes for import or export.

26 (18) The act of a supplier in knowingly selling or reselling a  
27 product to a consumer if the product has been recalled, whether  
28 by the order of a court or a regulatory body, or voluntarily by the  
29 manufacturer, distributor, or retailer, unless the product has been  
30 repaired or modified to correct the defect that was the subject of  
31 the recall.

32 (19) The violation by a supplier of 47 U.S.C. 227, including any  
33 rules or regulations issued under 47 U.S.C. 227.

34 (20) The violation by a supplier of the federal Fair Debt  
35 Collection Practices Act (15 U.S.C. 1692 et seq.), including any  
36 rules or regulations issued under the federal Fair Debt Collection  
37 Practices Act (15 U.S.C. 1692 et seq.).

38 (21) A violation of IC 24-5-7 (concerning health spa services), as  
39 set forth in IC 24-5-7-17.

40 (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
- 39 IC 24-5-14.5-12.
- 40 **(41) A violation of IC 24-5-27 (concerning intrastate inmate**

1           **calling services), as set forth in IC 24-5-27-27.**

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

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

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

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

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

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

37          SECTION 8. IC 24-5-27 IS ADDED TO THE INDIANA CODE AS  
38          A **NEW** CHAPTER TO READ AS FOLLOWS [EFFECTIVE JULY  
39          1, 2022]:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sec. 4. As used in this chapter, "collect calling" means an**



1 arrangement in which the called party takes affirmative action  
2 clearly indicating that the party will pay the charges associated  
3 with a call originating from an inmate telephone.

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

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

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

10 (1) a state penal institution;

11 (2) a county jail; or

12 (3) a secure juvenile facility;

13 in Indiana.

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

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

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

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

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

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

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

33 Sec. 12. As used in this chapter, "intrastate call" means a call  
34 that originates and terminates in Indiana.

35 Sec. 13. As used in this chapter, "jurisdictionally mixed charge"  
36 means any charge that:

37 (1) consumers may be assessed for use of inmate calling  
38 services;

39 (2) is not included in the per minute charges assessed for  
40 individual calls; and

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

(A) interstate or international components; and

(B) intrastate components;

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

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

(1) collect directly from consumers; and

(2) remit to federal, state, or local governments; for, or in connection with, intrastate inmate calling services.

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

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

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

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

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

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

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

Sec. 18. As used in this chapter, "provider of inmate calling services", or "provider", means any communications service provider that provides inmate calling services, regardless of the technology used to provide the services.

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

(1) an entity that operates a correctional facility;

(2) an entity with which the provider of inmate calling services enters into an agreement to provide inmate calling

- 1 services;
- 2 (3) a governmental agency that oversees a correctional
- 3 facility;
- 4 (4) the city, county, or state in which a correctional facility is
- 5 located; or
- 6 (5) an agent of a correctional facility.
- 7 (b) Subject to subsections (c) and (d), the rate for intrastate:
  - 8 (1) collect calling;
  - 9 (2) debit calling;
  - 10 (3) prepaid calling; or
  - 11 (4) prepaid collect calling;
- 12 in connection with inmate calling services may not exceed the rate
- 13 cap for the comparable interstate service in connection with inmate
- 14 calling services, as set by the Federal Communications Commission
- 15 and in effect at the time the call is initiated, including any interim
- 16 rate cap that is set by the Federal Communications Commission
- 17 and in effect at the time the call is initiated.
- 18 (c) An intrastate rate cap under subsection (b) is subject to any
- 19 distinctions in the comparable interstate rate cap set by the Federal
- 20 Communications Commission that are based on:
  - 21 (1) the type or size of the correctional facility from which the
  - 22 inmate calling services call is placed, including:
    - 23 (A) whether the correctional facility is a jail or a prison, as
    - 24 those terms may be defined by the Federal
    - 25 Communications Commission at the time the call is
    - 26 initiated; and
    - 27 (B) the average daily population of the correctional
    - 28 facility, as that term may be defined by the Federal
    - 29 Communications Commission at the time the call is
    - 30 initiated; and
  - 31 (2) whether any site commission is sought to be recovered
  - 32 through the intrastate rate for a service, including any
  - 33 distinctions in the facility-related rate component, as that
  - 34 term may be defined by the Federal Communications
  - 35 Commission at the time the call is initiated, that are based on
  - 36 whether the site commission is legally mandated or
  - 37 contractually prescribed.
- 38 (d) A provider that has been granted a waiver by the Federal
- 39 Communications Commission from the interstate rate caps for the
- 40 inmate calling services described in subsection (b) with respect to

1 a particular:

2 (1) correctional facility; or

3 (2) contract for the provision of inmate calling services;

4 is not subject to the intrastate rate caps under subsection (b) for  
5 the comparable intrastate services provided to the same  
6 correctional facility or under the same contract. The exemption  
7 from the intrastate rate caps provided under this subsection runs  
8 concurrently with the term of the exemption from the  
9 corresponding interstate rate caps, as determined by the Federal  
10 Communications Commission.

11 Sec. 20. (a) The following definitions apply throughout this  
12 section:

13 (1) "Automated payment fee" means:

14 (A) a credit card payment fee;

15 (B) a debit card payment fee; or

16 (C) a bill processing fee.

17 The term includes fees for payments made by interactive voice  
18 response, the Internet, or kiosk.

19 (2) "Fee for single call and related services" means a billing  
20 arrangement in which:

21 (A) an inmate's collect calls are billed through a third  
22 party on a per call basis; and

23 (B) the called party:

24 (i) does not have an account with the provider of inmate  
25 calling services; or

26 (ii) does not want to establish an account with the  
27 provider of inmate calling services.

28 (3) "Live agent fee" means a fee associated with the optional  
29 use of a live operator to complete inmate calling services  
30 transactions.

31 (4) "Paper bill or statement fee" means a fee associated with  
32 providing a customer of inmate calling services an optional  
33 paper billing statement.

34 (5) "Third party financial transaction fee" means the exact  
35 fee, with no markup, that a provider of inmate calling services  
36 is charged by a third party to transfer money or process  
37 financial transactions to facilitate a consumer's ability to  
38 make account payments through the third party.

39 (b) A provider may not charge an ancillary service charge for,  
40 or in connection with, an intrastate inmate calling services call,

1 other than those ancillary service charges permitted by the Federal  
 2 Communications Commission for, or in connection with, interstate  
 3 or international inmate calling services calls at the time the call is  
 4 initiated.

5 (c) Subject to subsection (d), a rate for an ancillary service  
 6 charge permitted under subsection (b) for, or in connection with,  
 7 an intrastate inmate calling services call shall not exceed the rate  
 8 for the comparable ancillary service charge permitted by the  
 9 Federal Communications Commission for, or in connection with,  
 10 interstate or international inmate calling services calls at the time  
 11 the call is initiated. Subject to subsection (b), ancillary service  
 12 charges subject to the rate cap set forth in this subsection include  
 13 the following:

- 14 (1) Automated payment fees.
- 15 (2) Fees for single call and related services.
- 16 (3) Live agent fees.
- 17 (4) Paper bill or statement fees.
- 18 (5) Third party financial transaction fees.

19 (d) A provider that has been granted a waiver by the Federal  
 20 Communications Commission from the ancillary service charge  
 21 caps for interstate or international inmate calling services calls  
 22 with respect to a particular:

- 23 (1) correctional facility; or
- 24 (2) contract for the provision of inmate calling services;

25 is not subject to the intrastate caps under subsection (c) for the  
 26 comparable intrastate ancillary services provided to the same  
 27 correctional facility or under the same contract. The exemption  
 28 from the intrastate ancillary service charge caps provided under  
 29 this subsection runs concurrently with the term of the exemption  
 30 from the corresponding interstate or international ancillary service  
 31 charge caps, as determined by the Federal Communications  
 32 Commission.

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

- 35 (1) prohibit or prevent completion of an intrastate collect  
 36 calling call made in connection with an inmate calling service;  
 37 or
- 38 (2) decline to establish or otherwise degrade intrastate collect  
 39 calling made in connection with inmate calling services;

40 solely for the reason that the provider lacks a billing relationship

1 with the called party's communications service provider.

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

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

8 (1) Authorized fees.

9 (2) Mandatory taxes and fees.

10 (b) Any:

11 (1) authorized fee; or

12 (2) mandatory tax or fee;

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

17 Sec. 23. A provider may not impose a per call or per connection  
18 charge on a consumer for any intrastate inmate calling services  
19 call.

20 Sec. 24. A provider may not offer flat rate calling for intrastate  
21 inmate calling services.

22 Sec. 25. (a) A provider may not institute a minimum balance  
23 requirement for a consumer to use:

24 (1) debit calling; or

25 (2) prepaid calling;

26 for intrastate inmate calling services calls.

27 (b) A provider may not prohibit a consumer from depositing at  
28 least fifty dollars (\$50) per transaction to fund a:

29 (1) debit calling; or

30 (2) prepaid calling;

31 account that can be used for intrastate inmate calling services calls.

32 Sec. 26. (a) After June 30, 2022, a provider shall not enter into  
33 or renew a contract with:

34 (1) the department of correction; or

35 (2) any:

36 (A) county;

37 (B) city; or

38 (C) public or private agency or organization;

39 that operates a correctional facility in Indiana;

40 for the provision of inmate calling services at a correctional facility

- 1 unless the terms of the contract comply with this chapter.
- 2 (b) Any term, condition, or provision that:
- 3 (1) is included in a contract that is entered into or renewed
- 4 after June 30, 2022, for the provision of inmate calling
- 5 services at a correctional facility; and
- 6 (2) violates this chapter;
- 7 is void.
- 8 Sec. 27. A provider that violates this chapter:
- 9 (1) commits a deceptive act that is actionable by the attorney
- 10 general or by a consumer under IC 24-5-0.5-4; and
- 11 (2) is subject to the remedies and penalties under
- 12 IC 24-5-0.5."
- 13 Renumber all SECTIONS consecutively.  
(Reference is to HB 1181 as introduced.)