

## HB0038S02 compared with HB0038S01

~~text~~ shows text that was in HB0038S01 but was deleted in HB0038S02.

text shows text that was not in HB0038S01 but was inserted into HB0038S02.

**DISCLAIMER:** This document is provided to assist you in your comparison of the two bills. Sometimes this automated comparison will NOT be completely accurate. Therefore, you need to read the actual bills. This automatically generated document could contain inaccuracies caused by: limitations of the compare program; bad input data; or other causes.

Senator Todd D. Weiler proposes the following substitute bill:

~~SCHOOL TECHNOLOGY AMENDMENTS~~ PORNOGRAPHY

### EXPOSURE PREVENTION

2021 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Travis M. Seegmiller**

Senate Sponsor: Todd D. Weiler

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#### LONG TITLE

##### General Description:

This bill requires digital resources, provided by UETN to Utah's public schools, to block obscene or pornographic material.

##### Highlighted Provisions:

This bill:

- ▶ defines terms;
- ▶ requires a digital resource provider to ensure that the digital resource provider's products used in public schools block "obscene or pornographic material";
- ▶ provides that a digital resource provider's failure to comply with this bill after receiving notice is a breach of contract;

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- ▶ requires UETN to enter into contracts with digital resource providers that comply with the provisions of this bill; and
- ▶ imposes a reporting requirement.

### Money Appropriated in this Bill:

None

### Other Special Clauses:

None

### Utah Code Sections Affected:

AMENDS:

**53B-17-101.5**, as enacted by Laws of Utah 2014, Chapter 63

ENACTS:

**53B-17-109**, Utah Code Annotated 1953

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*Be it enacted by the Legislature of the state of Utah:*

Section 1. Section **53B-17-101.5** is amended to read:

#### **53B-17-101.5. Definitions.**

As used in this part:

- (1) "Board" means the Utah Education and Telehealth Network Board.
- (2) "Education Advisory Council" means the Utah Education Network Advisory

Council created in Section 53B-17-107.

(3) "Digital resource" means a digital or online library resource, including a database.

(4) "Digital resource provider" means an entity that offers a digital resource to customers for license or sale.

(5) "Obscene or pornographic material" means material that:

(a) an average person, applying contemporary community standards, finds that, taken as a whole, appeals to prurient interest in sex;

(b) is patently offensive in the description or depiction of nudity, sexual conduct, sexual excitement, sadomasochistic abuse, or excretion; and

(c) taken as a whole does not have serious literary, artistic, political, or scientific value.

~~(3)~~ (6) "Telehealth" means the electronic transfer, exchange, or management of related data for diagnosis, treatment, and consultation, and educational, public health, or other

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related purposes.

~~[(4)]~~ (7) "Telehealth Advisory Council" means the Utah Telehealth Advisory Council created in Section 53B-17-106.

~~[(5)]~~ (8) "Utah Education and Telehealth Network," or "UETN," means a consortium and partnership between public and higher education, the Utah Department of Health, and health care providers, that is created in Section 53B-17-105.

Section 2. Section **53B-17-109** is enacted to read:

### **53B-17-109. Digital resource standards.**

(1) A digital resource purchased or licensed by UETN and offered to students in public schools must have safety policies and technology protection measures that:

(a) prohibit and prevent a public school student from sending, receiving, viewing, or downloading obscene or pornographic material through the digital resource; and

(b) filter or block access to obscene or pornographic material accessible ~~through~~ through the digital resource.

(2) (a) Regardless of any contract provision to the contrary, if UETN discovers a digital resource does not meet the requirements described in Subsection (1), UETN:

(i) shall notify the digital resource provider and provide ~~any evidence~~ relevant documentation UETN reviewed ~~by UETN~~ to ~~determine~~ assess whether the digital resource ~~provider~~ is out of compliance with Subsection (1) ~~, including:~~

~~—— (A) the material UETN has identified as obscene or pornographic material;~~

~~—— (B) a URL associated with the material;~~

~~—— (C) a date stamped browser history from the user of the digital resource who accessed the material; or~~

~~—— (D) a date stamped browser history of any replication of the violation;~~

~~—— (ii) within the period described in Subsection (2)(b), shall allow the digital resource provider the opportunity to show the material does not violate the requirements described in Subsection (1); and~~

~~(~~iii~~)~~ (ii) subject to Subsection (2)(b), may withhold future payments pending the digital resource ~~provider's compliance~~ becoming compliant with Subsection (1).

(b) Ninety days after the day on which UETN provides the notice described in Subsection (2)(a)(i), a digital resource provider is in breach of contract if the digital resource

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provider fails to:

(i) demonstrate the digital resource ~~{provider did not violate}~~ was in compliance with

Subsection (1); or

(ii) remedy noncompliance with Subsection (1).

(c) Beginning June 1, 2021, a contract UETN enters into for a digital resource shall contain provisions that comply with this section.

(3) Before November 30 of each year, UETN shall submit a report to the Education Interim Committee detailing all instances of a digital resource provider's failure to comply with the provisions of this section.

(4) UETN shall establish a procedure for receiving and managing a complaint regarding a digital resource.