



102ND GENERAL ASSEMBLY

State of Illinois

2021 and 2022

SB2176

Introduced 2/26/2021, by Sen. Elgie R. Sims, Jr.

SYNOPSIS AS INTRODUCED:

New Act

5 ILCS 70/1.15	from Ch. 1, par. 1016
5 ILCS 140/7	from Ch. 116, par. 207
5 ILCS 315/6	from Ch. 48, par. 1606
15 ILCS 405/14.01	
20 ILCS 35/20	
20 ILCS 2310/2310-600	
50 ILCS 55/10	
115 ILCS 5/11.1	
205 ILCS 305/10.2	
205 ILCS 305/19	from Ch. 17, par. 4420
205 ILCS 305/20	from Ch. 17, par. 4421
215 ILCS 5/143.34	
215 ILCS 5/513a13	
325 ILCS 57/5	
720 ILCS 5/17-3	from Ch. 38, par. 17-3
755 ILCS 35/5	from Ch. 110 1/2, par. 705
755 ILCS 35/9	from Ch. 110 1/2, par. 709
755 ILCS 40/70	
755 ILCS 43/20	
755 ILCS 43/50	
755 ILCS 45/4-6	from Ch. 110 1/2, par. 804-6
755 ILCS 45/4-10	from Ch. 110 1/2, par. 804-10
805 ILCS 180/1-6	
5 ILCS 175/Act rep.	

Creates the Uniform Electronic Transactions Act. Provides that a contract, record, of signature may not be denied legal effect or enforceability simply because it is in electronic form or an electronic record was used in its formation. Provides that if a law requires a record to be in writing, an electronic record satisfies the law. Provides that if a law requires a signature, an electronic signature satisfies the law. Repeals the Electronic Commerce Security Act. Makes corresponding changes in various laws to conform cross references. Effective immediately.

LRB102 16216 JLS 21595 b

1 AN ACT concerning business.

2 **Be it enacted by the People of the State of Illinois,**
3 **represented in the General Assembly:**

4 Section 1. Short title. This Act may be cited as the
5 Uniform Electronic Transactions Act.

6 Section 2. Definitions. In this Act:

7 (1) "Agreement" means the bargain of the parties in fact,
8 as found in their language or inferred from other
9 circumstances and from rules, regulations, and procedures
10 given the effect of agreements under laws otherwise applicable
11 to a particular transaction.

12 (2) "Automated transaction" means a transaction conducted
13 or performed, in whole or in part, by electronic means or
14 electronic records, in which the acts or records of one or both
15 parties are not reviewed by an individual in the ordinary
16 course in forming a contract, performing under an existing
17 contract, or fulfilling an obligation required by the
18 transaction.

19 (3) "Computer program" means a set of statements or
20 instructions to be used directly or indirectly in an
21 information processing system in order to bring about a
22 certain result.

23 (4) "Contract" means the total legal obligation resulting

1 from the parties' agreement as affected by this Act and other
2 applicable law.

3 (5) "Electronic" means relating to technology having
4 electrical, digital, magnetic, wireless, optical,
5 electromagnetic, or similar capabilities.

6 (6) "Electronic agent" means a computer program or an
7 electronic or other automated means used independently to
8 initiate an action or respond to electronic records or
9 performances in whole or in part, without review or action by
10 an individual.

11 (7) "Electronic record" means a record created, generated,
12 sent, communicated, received, or stored by electronic means.

13 (8) "Electronic signature" means an electronic sound,
14 symbol, or process attached to or logically associated with a
15 record and executed or adopted by a person with the intent to
16 sign the record.

17 (9) "Governmental agency" means and includes all officers,
18 boards, commissions, courts, and agencies created by the
19 Illinois Constitution, whether in the executive, legislative
20 or judicial branch, all officers, departments, boards,
21 commissions, agencies, institutions, authorities,
22 universities, bodies politic and corporate of the State; and
23 administrative units or corporate outgrowths of the State
24 government which are created by or pursuant to statute, other
25 than units of local government and their officers, school
26 districts and boards of election commissioners; all

1 administrative units and corporate outgrowths of the above and
2 as may be created by executive order of the Governor.

3 (10) "Information" means data, text, images, sounds,
4 codes, computer programs, software, databases, or the like.

5 (11) "Information processing system" means an electronic
6 system for creating, generating, sending, receiving, storing,
7 displaying, or processing information.

8 (12) "Person" means an individual, corporation, business
9 trust, estate, trust, partnership, limited liability company,
10 association, joint venture, governmental agency, public
11 corporation, or any other legal or commercial entity.

12 (13) "Record" means information that is inscribed on a
13 tangible medium or that is stored in an electronic or other
14 medium and is retrievable in perceivable form.

15 (14) "Security procedure" means a procedure employed for
16 the purpose of verifying that an electronic signature, record,
17 or performance is that of a specific person or for detecting
18 changes or errors in the information in an electronic record.
19 The term includes a procedure that requires the use of
20 algorithms or other codes, identifying words or numbers,
21 encryption, or callback or other acknowledgment procedures.

22 (15) "State" means a State of the United States, the
23 District of Columbia, Puerto Rico, the United States Virgin
24 Islands, or any territory or insular possession subject to the
25 jurisdiction of the United States. The term includes an Indian
26 tribe or band, or Alaskan native village, which is recognized

1 by federal law or formally acknowledged by a State.

2 (16) "Transaction" means an action or set of actions
3 occurring between two or more persons relating to the conduct
4 of business, commercial, or governmental affairs.

5 Section 3. Scope.

6 (a) Except as otherwise provided in subsection (b), this
7 Act applies to electronic records and electronic signatures
8 relating to a transaction.

9 (b) This Act does not apply to a transaction to the extent
10 it is governed by:

11 (1) a law governing the creation and execution of
12 wills, codicils, or testamentary trusts;

13 (2) The Uniform Commercial Code other than Sections
14 1-107 and 1-206, Article 2, and Article 2A.

15 (c) This Act applies to an electronic record or electronic
16 signature otherwise excluded from the application of this Act
17 under subsection (b) to the extent it is governed by a law
18 other than those specified in subsection (b).

19 (d) A transaction subject to this Act is also subject to
20 other applicable substantive law.

21 Section 4. Prospective application. This Act applies to
22 any electronic record or electronic signature created,
23 generated, sent, communicated, received, or stored on or after
24 the effective date of this Act.

1 Section 5. Use of electronic records and electronic
2 signatures; variation by agreement.

3 (a) This Act does not require a record or signature to be
4 created, generated, sent, communicated, received, stored, or
5 otherwise processed or used by electronic means or in
6 electronic form.

7 (b) This Act applies only to transactions between parties
8 each of which has agreed to conduct transactions by electronic
9 means. Whether the parties agree to conduct a transaction by
10 electronic means is determined from the context and
11 surrounding circumstances, including the parties' conduct.

12 (c) A party that agrees to conduct a transaction by
13 electronic means may refuse to conduct other transactions by
14 electronic means. The right granted by this subsection may not
15 be waived by agreement.

16 (d) Except as otherwise provided in this Act, the effect
17 of any of its provisions may be varied by agreement. The
18 presence in certain provisions of this Act of the words
19 "unless otherwise agreed", or words of similar import, does
20 not imply that the effect of other provisions may not be varied
21 by agreement.

22 (e) Whether an electronic record or electronic signature
23 has legal consequences is determined by this Act and other
24 applicable law.

1 Section 6. Construction and application. This Act must be
2 construed and applied:

3 (1) to facilitate electronic transactions consistent
4 with other applicable law;

5 (2) to be consistent with reasonable practices
6 concerning electronic transactions and with the continued
7 expansion of those practices; and

8 (3) to effectuate its general purpose to make uniform
9 the law with respect to the subject of this Act among
10 States enacting it.

11 Section 7. Legal recognition of electronic records,
12 electronic signatures, and electronic contracts.

13 (a) A record or signature may not be denied legal effect or
14 enforceability solely because it is in electronic form.

15 (b) A contract may not be denied legal effect or
16 enforceability solely because an electronic record was used in
17 its formation.

18 (c) If a law requires a record to be in writing, an
19 electronic record satisfies the law.

20 (d) If a law requires a signature, an electronic signature
21 satisfies the law.

22 Section 8. Provision of information in writing;
23 presentation of records.

24 (a) If parties have agreed to conduct a transaction by

1 electronic means and a law requires a person to provide, send,
2 or deliver information in writing to another person, the
3 requirement is satisfied if the information is provided, sent,
4 or delivered, as the case may be, in an electronic record
5 capable of retention by the recipient at the time of receipt.
6 An electronic record is not capable of retention by the
7 recipient if the sender or its information processing system
8 inhibits the ability of the recipient to print or store the
9 electronic record.

10 (b) If a law other than this Act requires a record (i) to
11 be posted or displayed in a certain manner, (ii) to be sent,
12 communicated, or transmitted by a specified method, or (iii)
13 to contain information that is formatted in a certain manner,
14 the following rules apply:

15 (1) The record must be posted or displayed in the
16 manner specified in the other law.

17 (2) Except as otherwise provided in subsection (d)(2),
18 the record must be sent, communicated, or transmitted by
19 the method specified in the other law.

20 (3) The record shall contain the information formatted
21 in the manner specified in the other law.

22 (c) If a sender inhibits the ability of a recipient to
23 store or print an electronic record, the electronic record is
24 not enforceable against the recipient.

25 (d) The requirements of this Section may not be varied by
26 agreement, but:

1 (1) to the extent a law other than this Act requires
2 information to be provided, sent, or delivered in writing
3 but permits that requirement to be varied by agreement,
4 the requirement under subsection (a) that the information
5 be in the form of an electronic record capable of
6 retention may also be varied by agreement; and

7 (2) a requirement under a law other than this Act to
8 send, communicate, or transmit a record by first-class
9 mail may be varied by agreement to the extent permitted by
10 the other law.

11 Section 9. Attribution and effect of electronic record and
12 electronic signature.

13 (a) An electronic record or electronic signature is
14 attributable to a person if it was the act of the person. The
15 act of the person may be shown in any manner, including a
16 showing of the efficacy of any security procedure applied to
17 determine the person to which the electronic record or
18 electronic signature was attributable.

19 (b) The effect of an electronic record or electronic
20 signature attributed to a person under subsection (a) shall be
21 determined from the context and surrounding circumstances at
22 the time of its creation, execution, or adoption, including
23 the parties' agreement, if any, and otherwise as provided by
24 law.

1 Section 10. Effect of change or error. If a change or error
2 in an electronic record occurs in a transmission between
3 parties to a transaction, the following rules apply:

4 (1) If the parties have agreed to use a security
5 procedure to detect changes or errors and one party has
6 conformed to the procedure, but the other party has not,
7 and the nonconforming party would have detected the change
8 or error had that party also conformed, the conforming
9 party may avoid the effect of the changed or erroneous
10 electronic record.

11 (2) In an automated transaction involving an
12 individual, the individual may avoid the effect of an
13 electronic record that resulted from an error made by the
14 individual in dealing with the electronic agent of another
15 person if the electronic agent did not provide an
16 opportunity for the prevention or correction of the error
17 and, at the time the individual learns of the error, the
18 individual:

19 (A) promptly notifies the other person of the
20 error and that the individual did not intend to be
21 bound by the electronic record received by the other
22 person;

23 (B) takes reasonable steps, including steps that
24 conform to the other person's reasonable instructions,
25 to return to the other person or, if instructed by the
26 other person, to destroy the consideration received,

1 if any, as a result of the erroneous electronic
2 record; and

3 (C) has not used or received any benefit or value
4 from the consideration, if any, received from the
5 other person.

6 (3) If neither paragraph (1) nor paragraph (2)
7 applies, the change or error has the effect provided by
8 other law, including the law of mistake, and the parties'
9 contract, if any.

10 (4) Paragraphs (2) and (3) may not be varied by
11 agreement.

12 Section 11. Notarization and acknowledgment. If a law
13 requires a signature or record to be notarized, acknowledged,
14 verified, or made under oath, the requirement is satisfied if
15 the electronic signature of the person authorized to perform
16 those acts, together with all other information required to be
17 included by other applicable law, is attached to or logically
18 associated with the signature or record.

19 Section 12. Retention of electronic records; originals.

20 (a) If a law requires that a record be retained, the
21 requirement is satisfied by retaining an electronic record of
22 the information in the record which:

23 (1) accurately reflects the information set forth in
24 the record after it was first generated in its final form

1 as an electronic record or otherwise; and

2 (2) remains accessible for later reference.

3 (b) A requirement to retain a record in accordance with
4 subsection (a) does not apply to any information the sole
5 purpose of which is to enable the record to be sent,
6 communicated, or received.

7 (c) A person may satisfy subsection (a) by using the
8 services of another person if the requirements of that
9 subsection are satisfied.

10 (d) If a law requires a record to be presented or retained
11 in its original form, or provides consequences if the record
12 is not presented or retained in its original form, that law is
13 satisfied by an electronic record retained in accordance with
14 subsection (a).

15 (e) If a law requires retention of a check, that
16 requirement is satisfied by retention of an electronic record
17 of the information on the front and back of the check in
18 accordance with subsection (a).

19 (f) A record retained as an electronic record in
20 accordance with subsection (a) satisfies a law requiring a
21 person to retain a record for evidentiary, audit, or like
22 purposes, unless a law enacted after the effective date of
23 this Act specifically prohibits the use of an electronic
24 record for the specified purpose.

25 (g) This Section does not preclude a governmental agency
26 of this State from specifying additional requirements for the

1 retention of a record subject to the agency's jurisdiction.

2 Section 13. Admissibility in evidence. In a proceeding,
3 evidence of a record or signature may not be excluded solely
4 because it is in electronic form.

5 Section 14. Automated transaction.

6 (a) In an automated transaction, the following rules
7 apply:

8 (1) A contract may be formed by the interaction of
9 electronic agents of the parties, even if no individual
10 was aware of or reviewed the electronic agents' actions or
11 the resulting terms and agreements.

12 (2) A contract may be formed by the interaction of an
13 electronic agent and an individual, acting on the
14 individual's own behalf or for another person, including
15 by an interaction in which the individual performs actions
16 that the individual is free to refuse to perform and which
17 the individual knows or has reason to know will cause the
18 electronic agent to complete the transaction or
19 performance.

20 (3) The terms of the contract are determined by the
21 substantive law applicable to it.

22 Section 15. Time and place of sending and receipt.

23 (a) Unless otherwise agreed between the sender and the

1 recipient, an electronic record is sent when it:

2 (1) is addressed properly or otherwise directed
3 properly to an information processing system that the
4 recipient has designated or uses for the purpose of
5 receiving electronic records or information of the type
6 sent and from which the recipient is able to retrieve the
7 electronic record;

8 (2) is in a form capable of being processed by that
9 system; and

10 (3) enters an information processing system outside
11 the control of the sender or of a person that sent the
12 electronic record on behalf of the sender or enters a
13 region of the information processing system designated or
14 used by the recipient which is under the control of the
15 recipient.

16 (b) Unless otherwise agreed between a sender and the
17 recipient, an electronic record is received when:

18 (1) it enters an information processing system that
19 the recipient has designated or uses for the purpose of
20 receiving electronic records or information of the type
21 sent and from which the recipient is able to retrieve the
22 electronic record; and

23 (2) it is in a form capable of being processed by that
24 system.

25 (c) Subsection (b) applies even if the place the
26 information processing system is located is different from the

1 place the electronic record is deemed to be received under
2 subsection (d).

3 (d) Unless otherwise expressly provided in the electronic
4 record or agreed between the sender and the recipient, an
5 electronic record is deemed to be sent from the sender's place
6 of business and to be received at the recipient's place of
7 business. For purposes of this subsection, the following rules
8 apply:

9 (1) If the sender or recipient has more than one place
10 of business, the place of business of that person is the
11 place having the closest relationship to the underlying
12 transaction.

13 (2) If the sender or the recipient does not have a
14 place of business, the place of business is the sender's
15 or recipient's residence, as the case may be.

16 (e) An electronic record is received under subsection (b)
17 even if no individual is aware of its receipt.

18 (f) Receipt of an electronic acknowledgment from an
19 information processing system described in subsection (b)
20 establishes that a record was received but, by itself, does
21 not establish that the content sent corresponds to the content
22 received.

23 (g) If a person is aware that an electronic record
24 purportedly sent under subsection (a), or purportedly received
25 under subsection (b), was not actually sent or received, the
26 legal effect of the sending or receipt is determined by other

1 applicable law. Except to the extent permitted by the other
2 law, the requirements of this subsection may not be varied by
3 agreement.

4 Section 16. Transferable records.

5 (a) In this Section, "transferable record" means an
6 electronic record that:

7 (1) would be a note under Article 3 of the Uniform
8 Commercial Code or a document under Article 7 of the
9 Uniform Commercial Code if the electronic record were in
10 writing; and

11 (2) the issuer of the electronic record expressly has
12 agreed is a transferable record.

13 (b) A person has control of a transferable record if a
14 system employed for evidencing the transfer of interests in
15 the transferable record reliably establishes that person as
16 the person to which the transferable record was issued or
17 transferred.

18 (c) A system satisfies subsection (b), and a person is
19 deemed to have control of a transferable record, if the
20 transferable record is created, stored, and assigned in such a
21 manner that:

22 (1) a single authoritative copy of the transferable
23 record exists which is unique, identifiable, and, except
24 as otherwise provided in paragraphs (4), (5), and (6),
25 unalterable;

1 (2) the authoritative copy identifies the person
2 asserting control as:

3 (A) the person to which the transferable record
4 was issued; or

5 (B) if the authoritative copy indicates that the
6 transferable record has been transferred, the person
7 to which the transferable record was most recently
8 transferred;

9 (3) the authoritative copy is communicated to and
10 maintained by the person asserting control or its
11 designated custodian;

12 (4) copies or revisions that add or change an
13 identified assignee of the authoritative copy can be made
14 only with the consent of the person asserting control;

15 (5) each copy of the authoritative copy and any copy
16 of a copy is readily identifiable as a copy that is not the
17 authoritative copy; and

18 (6) any revision of the authoritative copy is readily
19 identifiable as authorized or unauthorized.

20 (d) Except as otherwise agreed, a person having control of
21 a transferable record is the holder, as defined in Section
22 1-201(20) of the Uniform Commercial Code, of the transferable
23 record and has the same rights and defenses as a holder of an
24 equivalent record or writing under the Uniform Commercial
25 Code, including, if the applicable statutory requirements
26 under Section 3-302(a), 7-501, or 9-308 of the Uniform

1 Commercial Code are satisfied, the rights and defenses of a
2 holder in due course, a holder to which a negotiable document
3 of title has been duly negotiated, or a purchaser,
4 respectively. Delivery, possession, and indorsement are not
5 required to obtain or exercise any of the rights under this
6 subsection.

7 (e) Except as otherwise agreed, an obligor under a
8 transferable record has the same rights and defenses as an
9 equivalent obligor under equivalent records or writings under
10 the Uniform Commercial Code.

11 (f) If requested by a person against which enforcement is
12 sought, the person seeking to enforce the transferable record
13 shall provide reasonable proof that the person is in control
14 of the transferable record. Proof may include access to the
15 authoritative copy of the transferable record and related
16 business records sufficient to review the terms of the
17 transferable record and to establish the identity of the
18 person having control of the transferable record.

19 Section 17. Creation and retention of electronic records
20 and conversion of written records by Governmental agencies.
21 Each governmental agency of this State shall determine
22 whether, and the extent to which, it will create and retain
23 electronic records and convert written records to electronic
24 records.

1 Section 18. Acceptance and distribution of electronic
2 records by governmental agencies.

3 (a) Except as otherwise provided in Section 12(f), each
4 governmental agency of this State shall determine whether, and
5 the extent to which, it will send and accept electronic
6 records and electronic signatures to and from other persons
7 and otherwise create, generate, communicate, store, process,
8 use, and rely upon electronic records and electronic
9 signatures.

10 (b) To the extent that a governmental agency uses
11 electronic records and electronic signatures under subsection
12 (a), the Department of Innovation and Technology and the
13 Secretary of State, pursuant to their rulemaking authority
14 under other law and giving due consideration to security, may
15 specify:

16 (1) the manner and format in which the electronic
17 records must be created, generated, sent, communicated,
18 received, and stored and the systems established for those
19 purposes;

20 (2) if electronic records must be signed by electronic
21 means, the type of electronic signature required, the
22 manner and format in which the electronic signature must
23 be affixed to the electronic record, and the identity of,
24 or criteria that must be met by, any third party used by a
25 person filing a document to facilitate the process;

26 (3) control processes and procedures as appropriate to

1 ensure adequate preservation, disposition, integrity,
2 security, confidentiality, and auditability of electronic
3 records; and

4 (4) any other required attributes for electronic
5 records which are specified for corresponding
6 nonelectronic records or reasonably necessary under the
7 circumstances.

8 (c) Except as otherwise provided in Section 12(f), this
9 Act does not require a governmental agency of this State to use
10 or permit the use of electronic records or electronic
11 signatures.

12 Section 19. Interoperability. The Department of Innovation
13 and Technology may encourage and promote consistency and
14 interoperability with similar requirements adopted by other
15 governmental agencies of this and other States and the federal
16 government and nongovernmental persons interacting with
17 governmental agencies of this State. If appropriate, those
18 standards may specify differing levels of standards from which
19 governmental agencies of this State may choose in implementing
20 the most appropriate standard for a particular application.

21 Section 20. Severability clause. If any provision of this
22 Act or its application to any person or circumstance is held
23 invalid, the invalidity does not affect other provisions or
24 applications of this Act which can be given effect without the

1 invalid provision or application, and to this end the
2 provisions of this Act are severable.

3 Section 20.5. Exemption to preemption by federal
4 electronic signatures Act. This Act modifies, limits, or
5 supersedes the provisions of the Electronic Signatures in
6 Global and National Commerce Act (15 U.S.C. Section 7001 et
7 seq.) as authorized by Section 102 of that Act (15 U.S.C.
8 Section 7002).

9 Section 20.70. The Statute on Statutes is amended by
10 changing Section 1.15 as follows:

11 (5 ILCS 70/1.15) (from Ch. 1, par. 1016)

12 Sec. 1.15. "Written" and "in writing" may include
13 printing, electronic, and any other mode of representing words
14 and letters; but when the written signature of any person is
15 required by law on any official or public writing or bond,
16 required by law, it shall be (1) the proper handwriting of such
17 person or, in case he is unable to write, his proper mark or
18 (2) an electronic signature as defined in the Uniform
19 Electronic Transactions Act ~~Electronic Commerce Security Act,~~
20 except as otherwise provided by law.

21 (Source: P.A. 90-759, eff. 7-1-99.)

22 Section 20.71. The Freedom of Information Act is amended

1 by changing Section 7 as follows:

2 (5 ILCS 140/7) (from Ch. 116, par. 207)

3 Sec. 7. Exemptions.

4 (1) When a request is made to inspect or copy a public
5 record that contains information that is exempt from
6 disclosure under this Section, but also contains information
7 that is not exempt from disclosure, the public body may elect
8 to redact the information that is exempt. The public body
9 shall make the remaining information available for inspection
10 and copying. Subject to this requirement, the following shall
11 be exempt from inspection and copying:

12 (a) Information specifically prohibited from
13 disclosure by federal or State law or rules and
14 regulations implementing federal or State law.

15 (b) Private information, unless disclosure is required
16 by another provision of this Act, a State or federal law or
17 a court order.

18 (b-5) Files, documents, and other data or databases
19 maintained by one or more law enforcement agencies and
20 specifically designed to provide information to one or
21 more law enforcement agencies regarding the physical or
22 mental status of one or more individual subjects.

23 (c) Personal information contained within public
24 records, the disclosure of which would constitute a
25 clearly unwarranted invasion of personal privacy, unless

1 the disclosure is consented to in writing by the
2 individual subjects of the information. "Unwarranted
3 invasion of personal privacy" means the disclosure of
4 information that is highly personal or objectionable to a
5 reasonable person and in which the subject's right to
6 privacy outweighs any legitimate public interest in
7 obtaining the information. The disclosure of information
8 that bears on the public duties of public employees and
9 officials shall not be considered an invasion of personal
10 privacy.

11 (d) Records in the possession of any public body
12 created in the course of administrative enforcement
13 proceedings, and any law enforcement or correctional
14 agency for law enforcement purposes, but only to the
15 extent that disclosure would:

16 (i) interfere with pending or actually and
17 reasonably contemplated law enforcement proceedings
18 conducted by any law enforcement or correctional
19 agency that is the recipient of the request;

20 (ii) interfere with active administrative
21 enforcement proceedings conducted by the public body
22 that is the recipient of the request;

23 (iii) create a substantial likelihood that a
24 person will be deprived of a fair trial or an impartial
25 hearing;

26 (iv) unavoidably disclose the identity of a

1 confidential source, confidential information
2 furnished only by the confidential source, or persons
3 who file complaints with or provide information to
4 administrative, investigative, law enforcement, or
5 penal agencies; except that the identities of
6 witnesses to traffic accidents, traffic accident
7 reports, and rescue reports shall be provided by
8 agencies of local government, except when disclosure
9 would interfere with an active criminal investigation
10 conducted by the agency that is the recipient of the
11 request;

12 (v) disclose unique or specialized investigative
13 techniques other than those generally used and known
14 or disclose internal documents of correctional
15 agencies related to detection, observation or
16 investigation of incidents of crime or misconduct, and
17 disclosure would result in demonstrable harm to the
18 agency or public body that is the recipient of the
19 request;

20 (vi) endanger the life or physical safety of law
21 enforcement personnel or any other person; or

22 (vii) obstruct an ongoing criminal investigation
23 by the agency that is the recipient of the request.

24 (d-5) A law enforcement record created for law
25 enforcement purposes and contained in a shared electronic
26 record management system if the law enforcement agency

1 that is the recipient of the request did not create the
2 record, did not participate in or have a role in any of the
3 events which are the subject of the record, and only has
4 access to the record through the shared electronic record
5 management system.

6 (e) Records that relate to or affect the security of
7 correctional institutions and detention facilities.

8 (e-5) Records requested by persons committed to the
9 Department of Corrections, Department of Human Services
10 Division of Mental Health, or a county jail if those
11 materials are available in the library of the correctional
12 institution or facility or jail where the inmate is
13 confined.

14 (e-6) Records requested by persons committed to the
15 Department of Corrections, Department of Human Services
16 Division of Mental Health, or a county jail if those
17 materials include records from staff members' personnel
18 files, staff rosters, or other staffing assignment
19 information.

20 (e-7) Records requested by persons committed to the
21 Department of Corrections or Department of Human Services
22 Division of Mental Health if those materials are available
23 through an administrative request to the Department of
24 Corrections or Department of Human Services Division of
25 Mental Health.

26 (e-8) Records requested by a person committed to the

1 Department of Corrections, Department of Human Services
2 Division of Mental Health, or a county jail, the
3 disclosure of which would result in the risk of harm to any
4 person or the risk of an escape from a jail or correctional
5 institution or facility.

6 (e-9) Records requested by a person in a county jail
7 or committed to the Department of Corrections or
8 Department of Human Services Division of Mental Health,
9 containing personal information pertaining to the person's
10 victim or the victim's family, including, but not limited
11 to, a victim's home address, home telephone number, work
12 or school address, work telephone number, social security
13 number, or any other identifying information, except as
14 may be relevant to a requester's current or potential case
15 or claim.

16 (e-10) Law enforcement records of other persons
17 requested by a person committed to the Department of
18 Corrections, Department of Human Services Division of
19 Mental Health, or a county jail, including, but not
20 limited to, arrest and booking records, mug shots, and
21 crime scene photographs, except as these records may be
22 relevant to the requester's current or potential case or
23 claim.

24 (f) Preliminary drafts, notes, recommendations,
25 memoranda and other records in which opinions are
26 expressed, or policies or actions are formulated, except

1 that a specific record or relevant portion of a record
2 shall not be exempt when the record is publicly cited and
3 identified by the head of the public body. The exemption
4 provided in this paragraph (f) extends to all those
5 records of officers and agencies of the General Assembly
6 that pertain to the preparation of legislative documents.

7 (g) Trade secrets and commercial or financial
8 information obtained from a person or business where the
9 trade secrets or commercial or financial information are
10 furnished under a claim that they are proprietary,
11 privileged, or confidential, and that disclosure of the
12 trade secrets or commercial or financial information would
13 cause competitive harm to the person or business, and only
14 insofar as the claim directly applies to the records
15 requested.

16 The information included under this exemption includes
17 all trade secrets and commercial or financial information
18 obtained by a public body, including a public pension
19 fund, from a private equity fund or a privately held
20 company within the investment portfolio of a private
21 equity fund as a result of either investing or evaluating
22 a potential investment of public funds in a private equity
23 fund. The exemption contained in this item does not apply
24 to the aggregate financial performance information of a
25 private equity fund, nor to the identity of the fund's
26 managers or general partners. The exemption contained in

1 this item does not apply to the identity of a privately
2 held company within the investment portfolio of a private
3 equity fund, unless the disclosure of the identity of a
4 privately held company may cause competitive harm.

5 Nothing contained in this paragraph (g) shall be
6 construed to prevent a person or business from consenting
7 to disclosure.

8 (h) Proposals and bids for any contract, grant, or
9 agreement, including information which if it were
10 disclosed would frustrate procurement or give an advantage
11 to any person proposing to enter into a contractor
12 agreement with the body, until an award or final selection
13 is made. Information prepared by or for the body in
14 preparation of a bid solicitation shall be exempt until an
15 award or final selection is made.

16 (i) Valuable formulae, computer geographic systems,
17 designs, drawings and research data obtained or produced
18 by any public body when disclosure could reasonably be
19 expected to produce private gain or public loss. The
20 exemption for "computer geographic systems" provided in
21 this paragraph (i) does not extend to requests made by
22 news media as defined in Section 2 of this Act when the
23 requested information is not otherwise exempt and the only
24 purpose of the request is to access and disseminate
25 information regarding the health, safety, welfare, or
26 legal rights of the general public.

1 (j) The following information pertaining to
2 educational matters:

3 (i) test questions, scoring keys and other
4 examination data used to administer an academic
5 examination;

6 (ii) information received by a primary or
7 secondary school, college, or university under its
8 procedures for the evaluation of faculty members by
9 their academic peers;

10 (iii) information concerning a school or
11 university's adjudication of student disciplinary
12 cases, but only to the extent that disclosure would
13 unavoidably reveal the identity of the student; and

14 (iv) course materials or research materials used
15 by faculty members.

16 (k) Architects' plans, engineers' technical
17 submissions, and other construction related technical
18 documents for projects not constructed or developed in
19 whole or in part with public funds and the same for
20 projects constructed or developed with public funds,
21 including, but not limited to, power generating and
22 distribution stations and other transmission and
23 distribution facilities, water treatment facilities,
24 airport facilities, sport stadiums, convention centers,
25 and all government owned, operated, or occupied buildings,
26 but only to the extent that disclosure would compromise

1 security.

2 (l) Minutes of meetings of public bodies closed to the
3 public as provided in the Open Meetings Act until the
4 public body makes the minutes available to the public
5 under Section 2.06 of the Open Meetings Act.

6 (m) Communications between a public body and an
7 attorney or auditor representing the public body that
8 would not be subject to discovery in litigation, and
9 materials prepared or compiled by or for a public body in
10 anticipation of a criminal, civil, or administrative
11 proceeding upon the request of an attorney advising the
12 public body, and materials prepared or compiled with
13 respect to internal audits of public bodies.

14 (n) Records relating to a public body's adjudication
15 of employee grievances or disciplinary cases; however,
16 this exemption shall not extend to the final outcome of
17 cases in which discipline is imposed.

18 (o) Administrative or technical information associated
19 with automated data processing operations, including, but
20 not limited to, software, operating protocols, computer
21 program abstracts, file layouts, source listings, object
22 modules, load modules, user guides, documentation
23 pertaining to all logical and physical design of
24 computerized systems, employee manuals, and any other
25 information that, if disclosed, would jeopardize the
26 security of the system or its data or the security of

1 materials exempt under this Section.

2 (p) Records relating to collective negotiating matters
3 between public bodies and their employees or
4 representatives, except that any final contract or
5 agreement shall be subject to inspection and copying.

6 (q) Test questions, scoring keys, and other
7 examination data used to determine the qualifications of
8 an applicant for a license or employment.

9 (r) The records, documents, and information relating
10 to real estate purchase negotiations until those
11 negotiations have been completed or otherwise terminated.
12 With regard to a parcel involved in a pending or actually
13 and reasonably contemplated eminent domain proceeding
14 under the Eminent Domain Act, records, documents, and
15 information relating to that parcel shall be exempt except
16 as may be allowed under discovery rules adopted by the
17 Illinois Supreme Court. The records, documents, and
18 information relating to a real estate sale shall be exempt
19 until a sale is consummated.

20 (s) Any and all proprietary information and records
21 related to the operation of an intergovernmental risk
22 management association or self-insurance pool or jointly
23 self-administered health and accident cooperative or pool.
24 Insurance or self insurance (including any
25 intergovernmental risk management association or self
26 insurance pool) claims, loss or risk management

1 information, records, data, advice or communications.

2 (t) Information contained in or related to
3 examination, operating, or condition reports prepared by,
4 on behalf of, or for the use of a public body responsible
5 for the regulation or supervision of financial
6 institutions, insurance companies, or pharmacy benefit
7 managers, unless disclosure is otherwise required by State
8 law.

9 (u) Information that would disclose or might lead to
10 the disclosure of secret or confidential information,
11 codes, algorithms, programs, or private keys intended to
12 be used to create electronic ~~or digital~~ signatures under
13 the Uniform Electronic Transactions Act ~~Electronic~~
14 ~~Commerce Security Act~~.

15 (v) Vulnerability assessments, security measures, and
16 response policies or plans that are designed to identify,
17 prevent, or respond to potential attacks upon a
18 community's population or systems, facilities, or
19 installations, the destruction or contamination of which
20 would constitute a clear and present danger to the health
21 or safety of the community, but only to the extent that
22 disclosure could reasonably be expected to jeopardize the
23 effectiveness of the measures or the safety of the
24 personnel who implement them or the public. Information
25 exempt under this item may include such things as details
26 pertaining to the mobilization or deployment of personnel

1 or equipment, to the operation of communication systems or
2 protocols, or to tactical operations.

3 (w) (Blank).

4 (x) Maps and other records regarding the location or
5 security of generation, transmission, distribution,
6 storage, gathering, treatment, or switching facilities
7 owned by a utility, by a power generator, or by the
8 Illinois Power Agency.

9 (y) Information contained in or related to proposals,
10 bids, or negotiations related to electric power
11 procurement under Section 1-75 of the Illinois Power
12 Agency Act and Section 16-111.5 of the Public Utilities
13 Act that is determined to be confidential and proprietary
14 by the Illinois Power Agency or by the Illinois Commerce
15 Commission.

16 (z) Information about students exempted from
17 disclosure under Sections 10-20.38 or 34-18.29 of the
18 School Code, and information about undergraduate students
19 enrolled at an institution of higher education exempted
20 from disclosure under Section 25 of the Illinois Credit
21 Card Marketing Act of 2009.

22 (aa) Information the disclosure of which is exempted
23 under the Viatical Settlements Act of 2009.

24 (bb) Records and information provided to a mortality
25 review team and records maintained by a mortality review
26 team appointed under the Department of Juvenile Justice

1 Mortality Review Team Act.

2 (cc) Information regarding interments, entombments, or
3 inurnments of human remains that are submitted to the
4 Cemetery Oversight Database under the Cemetery Care Act or
5 the Cemetery Oversight Act, whichever is applicable.

6 (dd) Correspondence and records (i) that may not be
7 disclosed under Section 11-9 of the Illinois Public Aid
8 Code or (ii) that pertain to appeals under Section 11-8 of
9 the Illinois Public Aid Code.

10 (ee) The names, addresses, or other personal
11 information of persons who are minors and are also
12 participants and registrants in programs of park
13 districts, forest preserve districts, conservation
14 districts, recreation agencies, and special recreation
15 associations.

16 (ff) The names, addresses, or other personal
17 information of participants and registrants in programs of
18 park districts, forest preserve districts, conservation
19 districts, recreation agencies, and special recreation
20 associations where such programs are targeted primarily to
21 minors.

22 (gg) Confidential information described in Section
23 1-100 of the Illinois Independent Tax Tribunal Act of
24 2012.

25 (hh) The report submitted to the State Board of
26 Education by the School Security and Standards Task Force

1 under item (8) of subsection (d) of Section 2-3.160 of the
2 School Code and any information contained in that report.

3 (ii) Records requested by persons committed to or
4 detained by the Department of Human Services under the
5 Sexually Violent Persons Commitment Act or committed to
6 the Department of Corrections under the Sexually Dangerous
7 Persons Act if those materials: (i) are available in the
8 library of the facility where the individual is confined;
9 (ii) include records from staff members' personnel files,
10 staff rosters, or other staffing assignment information;
11 or (iii) are available through an administrative request
12 to the Department of Human Services or the Department of
13 Corrections.

14 (jj) Confidential information described in Section
15 5-535 of the Civil Administrative Code of Illinois.

16 (kk) The public body's credit card numbers, debit card
17 numbers, bank account numbers, Federal Employer
18 Identification Number, security code numbers, passwords,
19 and similar account information, the disclosure of which
20 could result in identity theft or impression or defrauding
21 of a governmental entity or a person.

22 (ll) ~~(kk)~~ Records concerning the work of the threat
23 assessment team of a school district.

24 (1.5) Any information exempt from disclosure under the
25 Judicial Privacy Act shall be redacted from public records
26 prior to disclosure under this Act.

1 (2) A public record that is not in the possession of a
2 public body but is in the possession of a party with whom the
3 agency has contracted to perform a governmental function on
4 behalf of the public body, and that directly relates to the
5 governmental function and is not otherwise exempt under this
6 Act, shall be considered a public record of the public body,
7 for purposes of this Act.

8 (3) This Section does not authorize withholding of
9 information or limit the availability of records to the
10 public, except as stated in this Section or otherwise provided
11 in this Act.

12 (Source: P.A. 100-26, eff. 8-4-17; 100-201, eff. 8-18-17;
13 100-732, eff. 8-3-18; 101-434, eff. 1-1-20; 101-452, eff.
14 1-1-20; 101-455, eff. 8-23-19; revised 9-27-19.)

15 Section 20.72. The Illinois Public Labor Relations Act is
16 amended by changing Section 6 as follows:

17 (5 ILCS 315/6) (from Ch. 48, par. 1606)

18 Sec. 6. Right to organize and bargain collectively;
19 exclusive representation; and fair share arrangements.

20 (a) Employees of the State and any political subdivision
21 of the State, excluding employees of the General Assembly of
22 the State of Illinois and employees excluded from the
23 definition of "public employee" under subsection (n) of
24 Section 3 of this Act, have, and are protected in the exercise

1 of, the right of self-organization, and may form, join or
2 assist any labor organization, to bargain collectively through
3 representatives of their own choosing on questions of wages,
4 hours and other conditions of employment, not excluded by
5 Section 4 of this Act, and to engage in other concerted
6 activities not otherwise prohibited by law for the purposes of
7 collective bargaining or other mutual aid or protection, free
8 from interference, restraint or coercion. Employees also have,
9 and are protected in the exercise of, the right to refrain from
10 participating in any such concerted activities. Employees may
11 be required, pursuant to the terms of a lawful fair share
12 agreement, to pay a fee which shall be their proportionate
13 share of the costs of the collective bargaining process,
14 contract administration and pursuing matters affecting wages,
15 hours and other conditions of employment as defined in Section
16 3(g).

17 (b) Nothing in this Act prevents an employee from
18 presenting a grievance to the employer and having the
19 grievance heard and settled without the intervention of an
20 employee organization; provided that the exclusive bargaining
21 representative is afforded the opportunity to be present at
22 such conference and that any settlement made shall not be
23 inconsistent with the terms of any agreement in effect between
24 the employer and the exclusive bargaining representative.

25 (c) A labor organization designated by the Board as the
26 representative of the majority of public employees in an

1 appropriate unit in accordance with the procedures herein or
2 recognized by a public employer as the representative of the
3 majority of public employees in an appropriate unit is the
4 exclusive representative for the employees of such unit for
5 the purpose of collective bargaining with respect to rates of
6 pay, wages, hours and other conditions of employment not
7 excluded by Section 4 of this Act. Unless otherwise mutually
8 agreed, a public employer is required at least once each month
9 and upon request, to furnish the exclusive bargaining
10 representative with a complete list of the names and addresses
11 of the public employees in the bargaining unit, provided that
12 a public employer shall not be required to furnish such a list
13 more than once per payroll period. The exclusive bargaining
14 representative shall use the list exclusively for bargaining
15 representation purposes and shall not disclose any information
16 contained in the list for any other purpose. Nothing in this
17 Section, however, shall prohibit a bargaining representative
18 from disseminating a list of its union members.

19 At the time the public employer provides such list, it
20 shall also provide to the exclusive representative, in an
21 Excel file or other mutually agreed upon editable digital file
22 format, the employee's job title, worksite location, work
23 telephone numbers, identification number if available, and any
24 home and personal cellular telephone numbers on file with the
25 employer, date of hire, work email address, and any personal
26 email address on file with the employer. In addition, unless

1 otherwise mutually agreed, within 10 calendar days from the
2 date of hire of a bargaining unit employee, the public
3 employer shall provide to the exclusive representative, in an
4 electronic file or other mutually agreed upon format, the
5 following information about the new employee: the employee's
6 name, job title, worksite location, home address, work
7 telephone numbers, and any home and personal cellular
8 telephone numbers on file with the employer, date of hire,
9 work email address, and any personal email address on file
10 with the employer.

11 (c-5) No employer shall disclose the following information
12 of any employee: (1) the employee's home address (including
13 ZIP code and county); (2) the employee's date of birth; (3) the
14 employee's home and personal phone number; (4) the employee's
15 personal email address; (5) any information personally
16 identifying employee membership or membership status in a
17 labor organization or other voluntary association affiliated
18 with a labor organization or a labor federation (including
19 whether employees are members of such organization, the
20 identity of such organization, whether or not employees pay or
21 authorize the payment of any dues or moneys to such
22 organization, and the amounts of such dues or moneys); and (6)
23 emails or other communications between a labor organization
24 and its members.

25 As soon as practicable after receiving a request for any
26 information prohibited from disclosure under this subsection

1 (c-5), excluding a request from the exclusive bargaining
2 representative of the employee, the employer must provide a
3 written copy of the request, or a written summary of any oral
4 request, to the exclusive bargaining representative of the
5 employee or, if no such representative exists, to the
6 employee. The employer must also provide a copy of any
7 response it has made within 5 business days of sending the
8 response to any request.

9 If an employer discloses information in violation of this
10 subsection (c-5), an aggrieved employee of the employer or his
11 or her exclusive bargaining representative may file an unfair
12 labor practice charge with the Illinois Labor Relations Board
13 pursuant to Section 10 of this Act or commence an action in the
14 circuit court to enforce the provisions of this Act, including
15 actions to compel compliance, if an employer willfully and
16 wantonly discloses information in violation of this
17 subsection. The circuit court for the county in which the
18 complainant resides, in which the complainant is employed, or
19 in which the employer is located shall have jurisdiction in
20 this matter.

21 This subsection does not apply to disclosures (i) required
22 under the Freedom of Information Act, (ii) for purposes of
23 conducting public operations or business, or (iii) to the
24 exclusive representative.

25 (c-10) Employers shall provide to exclusive
26 representatives, including their agents and employees,

1 reasonable access to employees in the bargaining units they
2 represent. This access shall at all times be conducted in a
3 manner so as not to impede normal operations.

4 (1) Access includes the following:

5 (A) the right to meet with one or more employees on
6 the employer's premises during the work day to
7 investigate and discuss grievances and
8 workplace-related complaints without charge to pay or
9 leave time of employees or agents of the exclusive
10 representative;

11 (B) the right to conduct worksite meetings during
12 lunch and other non-work breaks, and before and after
13 the workday, on the employer's premises to discuss
14 collective bargaining negotiations, the administration
15 of collective bargaining agreements, other matters
16 related to the duties of the exclusive representative,
17 and internal matters involving the governance or
18 business of the exclusive representative, without
19 charge to pay or leave time of employees or agents of
20 the exclusive representative;

21 (C) the right to meet with newly hired employees,
22 without charge to pay or leave time of the employees or
23 agents of the exclusive representative, on the
24 employer's premises or at a location mutually agreed
25 to by the employer and exclusive representative for up
26 to one hour either within the first two weeks of

1 employment in the bargaining unit or at a later date
2 and time if mutually agreed upon by the employer and
3 the exclusive representative; and

4 (D) the right to use the facility mailboxes and
5 bulletin boards of the employer to communicate with
6 bargaining unit employees regarding collective
7 bargaining negotiations, the administration of the
8 collective bargaining agreements, the investigation of
9 grievances, other workplace-related complaints and
10 issues, and internal matters involving the governance
11 or business of the exclusive representative.

12 (2) Nothing in this Section shall prohibit an employer
13 and exclusive representative from agreeing in a collective
14 bargaining agreement to provide the exclusive
15 representative greater access to bargaining unit
16 employees, including through the use of the employer's
17 email system.

18 (d) Labor organizations recognized by a public employer as
19 the exclusive representative or so designated in accordance
20 with the provisions of this Act are responsible for
21 representing the interests of all public employees in the
22 unit. Nothing herein shall be construed to limit an exclusive
23 representative's right to exercise its discretion to refuse to
24 process grievances of employees that are unmeritorious.

25 (e) When a collective bargaining agreement is entered into
26 with an exclusive representative, it may include in the

1 agreement a provision requiring employees covered by the
2 agreement who are not members of the organization to pay their
3 proportionate share of the costs of the collective bargaining
4 process, contract administration and pursuing matters
5 affecting wages, hours and conditions of employment, as
6 defined in Section 3 (g), but not to exceed the amount of dues
7 uniformly required of members. The organization shall certify
8 to the employer the amount constituting each nonmember
9 employee's proportionate share which shall not exceed dues
10 uniformly required of members. In such case, the proportionate
11 share payment in this Section shall be deducted by the
12 employer from the earnings of the nonmember employees and paid
13 to the employee organization.

14 (f) Employers shall make payroll deductions of labor
15 organization dues, initiation fees, assessments, and other
16 payments for a labor organization that is the exclusive
17 representative. Such deductions shall be made in accordance
18 with the terms of an employee's written authorization, and
19 shall be paid to the exclusive representative. Written
20 authorization may be evidenced by electronic communications,
21 and such writing or communication may be evidenced by the
22 electronic signature of the employee as provided under Section
23 5-120 of the Uniform Electronic Transactions Act ~~Electronic~~
24 ~~Commerce Security Act~~.

25 There is no impediment to an employee's right to resign
26 union membership at any time. However, notwithstanding any

1 other provision of law to the contrary regarding authorization
2 and deduction of dues or other payments to a labor
3 organization, the exclusive representative and a public
4 employee may agree to reasonable limits on the right of the
5 employee to revoke such authorization, including a period of
6 irrevocability that exceeds one year. An authorization that is
7 irrevocable for one year, which may be automatically renewed
8 for successive annual periods in accordance with the terms of
9 the authorization, and that contains at least an annual 10-day
10 period of time during which the employee may revoke the
11 authorization, shall be deemed reasonable.

12 This Section shall apply to all claims that allege that a
13 labor organization or a public employer has improperly
14 deducted or collected dues from an employee without regard to
15 whether the claims or the facts upon which they are based
16 occurred before, on, or after the effective date of this
17 amendatory Act of the 101st General Assembly and shall apply
18 retroactively to the maximum extent permitted by law.

19 (f-5) Where a collective bargaining agreement is
20 terminated, or continues in effect beyond its scheduled
21 expiration date pending the negotiation of a successor
22 agreement or the resolution of an impasse under Section 14,
23 the employer shall continue to honor and abide by any dues
24 deduction or fair share clause contained therein until a new
25 agreement is reached including dues deduction or a fair share
26 clause. For the benefit of any successor exclusive

1 representative certified under this Act, this provision shall
2 be applicable, provided the successor exclusive
3 representative:

4 (i) certifies to the employer the amount constituting
5 each non-member's proportionate share under subsection
6 (e); or

7 (ii) presents the employer with employee written
8 authorizations for the deduction of dues, assessments, and
9 fees under this subsection.

10 Failure to so honor and abide by dues deduction or fair
11 share clauses for the benefit of any exclusive representative,
12 including a successor, shall be a violation of the duty to
13 bargain and an unfair labor practice.

14 (f-10) Upon receiving written notice of authorization, the
15 public employer must commence dues deductions as soon as
16 practicable, but in no case later than 30 days after receiving
17 notice from the labor organization. Employee deductions shall
18 be transmitted to the labor organization no later than 30 days
19 after they are deducted unless a shorter period is mutually
20 agreed to.

21 (f-15) Deductions shall remain in effect until:

22 (1) the public employer receives notice that a public
23 employee has revoked their authorization in writing in
24 accordance with the terms of the authorization; or

25 (2) the individual employee is no longer employed by
26 the public employer in a bargaining unit position

1 represented by the same exclusive representative, provided
2 that if the employee is, within a period of one year,
3 employed by the same public employer in a position
4 represented by the same labor organization, the right to
5 dues deduction shall be automatically reinstated.

6 Nothing in this subsection prevents an employee from
7 continuing to authorize payroll deductions when no longer
8 represented by the exclusive representative that would receive
9 such deduction.

10 Should the individual employee who has signed a dues
11 deduction authorization card either be removed from a public
12 employer's payroll or otherwise placed on any type of
13 involuntary or voluntary leave of absence, whether paid or
14 unpaid, the public employee's dues deduction shall be
15 continued upon that public employee's return to the payroll in
16 a bargaining unit position represented by the same exclusive
17 representative or restoration to active duty from such a leave
18 of absence.

19 (f-20) Unless otherwise mutually agreed by the public
20 employer and the exclusive representative, employee requests
21 to authorize, revoke, cancel, or change authorizations for
22 payroll deductions for labor organizations shall be directed
23 to the labor organization rather than to the public employer.
24 The labor organization shall be responsible for initially
25 processing and notifying the public employer of proper
26 requests or providing proper requests to the employer. If the

1 requests are not provided to the public employer, the employer
2 shall rely on information provided by the labor organization
3 regarding whether deductions for a labor organization were
4 properly authorized, revoked, canceled, or changed, and the
5 labor organization shall indemnify the public employer for any
6 damages and reasonable costs incurred for any claims made by
7 employees for deductions made in good faith reliance on that
8 information.

9 (f-25) Upon receipt by the exclusive representative of an
10 appropriate written authorization from an employee, written
11 notice of authorization shall be provided to the employer and
12 any authorized deductions shall be made in accordance with
13 law. The labor organization shall indemnify the public
14 employer for any damages and reasonable costs incurred for any
15 claims made by employees for deductions made in good faith
16 reliance on its notification.

17 (f-30) The failure of an employer to comply with the
18 provisions of this Section shall be a violation of the duty to
19 bargain and an unfair labor practice. Relief for the violation
20 shall be reimbursement by the public employer of dues that
21 should have been deducted or paid based on a valid
22 authorization given by the employee or employees. In addition,
23 the provisions of a collective bargaining agreement that
24 contain the obligations set forth in this Section may be
25 enforced in accordance with Sections 8 and 16.

26 (f-35) The Illinois Labor Relations Board shall have

1 exclusive jurisdiction over claims under Illinois law that
2 allege that a labor organization has unlawfully collected dues
3 from a public employee in violation of this Act. The Board
4 shall by rule require that in cases in which a public employee
5 alleges that a labor organization has unlawfully collected
6 dues, the public employer shall continue to deduct the
7 employee's dues from the employee's pay, but shall transmit
8 the dues to the Board for deposit in an escrow account
9 maintained by the Board. If the exclusive representative
10 maintains an escrow account for the purpose of holding dues to
11 which an employee has objected, the employer shall transmit
12 the entire amount of dues to the exclusive representative, and
13 the exclusive representative shall hold in escrow the dues
14 that the employer would otherwise have been required to
15 transmit to the Board for escrow; provided that the escrow
16 account maintained by the exclusive representative complies
17 with rules adopted by the Board or that the collective
18 bargaining agreement requiring the payment of the dues
19 contains an indemnification provision for the purpose of
20 indemnifying the employer with respect to the employer's
21 transmission of dues to the exclusive representative.

22 (f-40) If any clause, sentence, paragraph, or subparagraph
23 of this Section shall be adjudged by a court of competent
24 jurisdiction to be unconstitutional or otherwise invalid, that
25 judgment shall not affect, impair, or invalidate the remainder
26 thereof, but shall be confined in its operation to the clause,

1 sentence, paragraph, or subparagraph of this Section directly
2 involved in the controversy in which that judgment shall have
3 been rendered.

4 If any clause, sentence, paragraph, or part of a signed
5 authorization for payroll deductions shall be adjudged by a
6 court of competent jurisdiction to be unconstitutional or
7 otherwise invalid, that judgment shall not affect, impair, or
8 invalidate the remainder of the signed authorization, but
9 shall be confined in its operation to the clause, sentence,
10 paragraph, or part of the signed authorization directly
11 involved in the controversy in which that judgment shall have
12 been rendered.

13 (g) Agreements containing a fair share agreement must
14 safeguard the right of nonassociation of employees based upon
15 bona fide religious tenets or teachings of a church or
16 religious body of which such employees are members. Such
17 employees may be required to pay an amount equal to their fair
18 share, determined under a lawful fair share agreement, to a
19 nonreligious charitable organization mutually agreed upon by
20 the employees affected and the exclusive bargaining
21 representative to which such employees would otherwise pay
22 such service fee. If the affected employees and the bargaining
23 representative are unable to reach an agreement on the matter,
24 the Board may establish an approved list of charitable
25 organizations to which such payments may be made.

26 (Source: P.A. 101-620, eff. 12-20-19.)

1 Section 20.73. The State Comptroller Act is amended by
2 changing Section 14.01 as follows:

3 (15 ILCS 405/14.01)

4 Sec. 14.01. Digital signatures.

5 (a) In any communication between a State agency and the
6 Comptroller in which a signature is required or used, any
7 party to the communication may affix a signature by use of a
8 digital signature that complies with the requirements of this
9 Section. The use of a digital signature shall have the same
10 force and effect as the use of a manual signature if and only
11 if it embodies all of the following attributes:

12 (1) It is unique to the person using it.

13 (2) It is capable of verification.

14 (3) It is under the sole control of the person using
15 it.

16 (4) It is linked to data in such a manner that if the
17 data are changed, the digital signature is invalidated.

18 (5) It conforms to regulations adopted by the
19 Comptroller.

20 (b) The use or acceptance of a digital signature shall be
21 at the option of the parties. Nothing in this Section shall
22 require a State agency to use or permit the use of a digital
23 signature.

24 (c) "Digital signature" means a type of electronic

1 signature created by transforming an electronic record using a
2 message digest function and encrypting the resulting
3 transformation with an asymmetric cryptosystem using the
4 signer's private key such that any person having the initial
5 untransformed electronic record, the encrypted transformation,
6 and the signer's corresponding public key can accurately
7 determine whether the transformation was created using the
8 private key that corresponds to the signer's public key and
9 whether the initial electronic record has been altered since
10 the transformation was made. A digital signature is a security
11 procedure. ~~has the meaning ascribed to that term in the~~
12 ~~Electronic Commerce Security Act.~~

13 (Source: P.A. 90-37, eff. 6-27-97; 90-759, eff. 7-1-99.)

14 Section 20.74. The Government Electronic Records Act is
15 amended by changing Section 20 as follows:

16 (20 ILCS 35/20)

17 Sec. 20. Electronic transfer of records. Notwithstanding
18 any law to the contrary, all government agencies are
19 encouraged to employ electronic means of transferring records
20 when appropriate. Government agencies may send by electronic
21 transmission any document, report, or record that State law
22 would otherwise require to be placed in the U.S. mail. Those
23 electronic records shall be protected as required by the
24 Uniform Electronic Transactions Act ~~Electronic Commerce~~

1 ~~Security Act (5 ILCS 175/)~~.

2 (Source: P.A. 96-1363, eff. 7-28-10.)

3 Section 20.75. The Department of Public Health Powers and
4 Duties Law of the Civil Administrative Code of Illinois is
5 amended by changing Section 2310-600 as follows:

6 (20 ILCS 2310/2310-600)

7 Sec. 2310-600. Advance directive information.

8 (a) The Department of Public Health shall prepare and
9 publish the summary of advance directives law, as required by
10 the federal Patient Self-Determination Act, and related forms.
11 Publication may be limited to the World Wide Web. The summary
12 required under this subsection (a) must include the Department
13 of Public Health Uniform POLST form.

14 (b) The Department of Public Health shall publish Spanish
15 language versions of the following:

16 (1) The statutory Living Will Declaration form.

17 (2) The Illinois Statutory Short Form Power of
18 Attorney for Health Care.

19 (3) The statutory Declaration of Mental Health
20 Treatment Form.

21 (4) The summary of advance directives law in Illinois.

22 (5) The Department of Public Health Uniform POLST
23 form.

24 Publication may be limited to the World Wide Web.

1 (b-5) In consultation with a statewide professional
2 organization representing physicians licensed to practice
3 medicine in all its branches, statewide organizations
4 representing physician assistants, advanced practice
5 registered nurses, nursing homes, registered professional
6 nurses, and emergency medical systems, and a statewide
7 organization representing hospitals, the Department of Public
8 Health shall develop and publish a uniform form for
9 practitioner cardiopulmonary resuscitation (CPR) or
10 life-sustaining treatment orders that may be utilized in all
11 settings. The form shall meet the published minimum
12 requirements to nationally be considered a practitioner orders
13 for life-sustaining treatment form, or POLST, and may be
14 referred to as the Department of Public Health Uniform POLST
15 form. An electronic version of the Uniform POLST form under
16 this Act may be created, signed, or revoked electronically
17 using a generic, technology-neutral system in which each user
18 is assigned a unique identifier that is securely maintained
19 and in a manner that meets the regulatory requirements for a
20 digital or electronic signature. Compliance with the standards
21 defined in the Uniform Electronic Transactions Act ~~Electronic~~
22 ~~Commerce Security Act~~ or the implementing rules of the
23 Hospital Licensing Act for medical record entry authentication
24 for author validation of the documentation, content accuracy,
25 and completeness meets this standard. This form does not
26 replace a physician's or other practitioner's authority to

1 make a do-not-resuscitate (DNR) order.

2 (b-10) In consultation with a statewide professional
3 organization representing physicians licensed to practice
4 medicine in all its branches, statewide organizations
5 representing physician assistants, advanced practice
6 registered nurses, nursing homes, registered professional
7 nurses, and emergency medical systems, a statewide bar
8 association, a national bar association with an Illinois
9 chapter that concentrates in elder and disability law, a
10 not-for-profit organ procurement organization that coordinates
11 organ and tissue donation, a statewide committee or group
12 responsible for stakeholder education about POLST issues, and
13 a statewide organization representing hospitals, the
14 Department of Public Health shall study the feasibility of
15 creating a statewide registry of advance directives and POLST
16 forms. The registry would allow residents of this State to
17 submit the forms and for the forms to be made available to
18 health care providers and professionals in a timely manner for
19 the provision of care or services. This study must be filed
20 with the General Assembly on or before January 1, 2021.

21 (c) (Blank).

22 (d) The Department of Public Health shall publish the
23 Department of Public Health Uniform POLST form reflecting the
24 changes made by this amendatory Act of the 98th General
25 Assembly no later than January 1, 2015.

26 (Source: P.A. 100-513, eff. 1-1-18; 101-163, eff. 1-1-20.)

1 Section 20.76. The Local Government Electronic
2 Notification Act is amended by changing Section 10 as follows:

3 (50 ILCS 55/10)

4 Sec. 10. Definitions.

5 (a) As used in this Act:

6 "Electronic notification delivery system" means a computer
7 program that notifies interested parties of a unit of local
8 government's action and that may have features that confirm
9 physical addresses and email addresses, confirm ownership, and
10 confirm receipt of an electronic notification.

11 "Electronic notification recipient" means a person who
12 affirmatively informs a unit of local government or county
13 officer that he or she would like to receive electronically a
14 notification that would have been sent by the unit of local
15 government or county officer via United States mail.

16 (b) For the purposes of this Act, an identity is confirmed
17 if:

18 (1) the electronic notification recipient provides a
19 birthdate and Social Security number that can be matched
20 with the records of the Secretary of State or the county
21 clerk;

22 (2) a mailing sent by United States mail to the
23 electronic notification recipient is responded to
24 digitally with a unique code;

1 (3) the electronic notification recipient uses an
2 electronic ~~a digital~~ signature as defined in the Uniform
3 Electronic Transactions Act ~~Electronic Commerce Security~~
4 ~~Act~~, or

5 (4) the electronic notification recipient signs up in
6 person with the unit of local government or county officer
7 and provides a government-issued identification.

8 (c) For the purposes of this Act, a physical address of an
9 electronic notification recipient is confirmed if the
10 electronic notification recipient's address is matched with
11 the records of the Secretary of State and an email address of
12 an electronic notification recipient is confirmed when an
13 email to that email address has been delivered and
14 affirmatively responded to in a way that can be tracked by the
15 electronic notification delivery system.

16 (d) For the purposes of this Act, an electronic
17 notification recipient's ownership is confirmed if his or her
18 name is matched with the records of the county recorder of
19 deeds.

20 (e) For the purposes of this Act, the receipt of an
21 electronic notification is confirmed if an electronic
22 notification recipient:

23 (1) responds to the electronic notification; or

24 (2) reads the electronic notification in an electronic
25 notification delivery system that is able to track that an
26 email has been opened.

1 (Source: P.A. 100-856, eff. 1-1-19.)

2 Section 20.77. The Illinois Educational Labor Relations
3 Act is amended by changing Section 11.1 as follows:

4 (115 ILCS 5/11.1)

5 Sec. 11.1. Dues collection.

6 (a) Employers shall make payroll deductions of employee
7 organization dues, initiation fees, assessments, and other
8 payments for an employee organization that is the exclusive
9 representative. Such deductions shall be made in accordance
10 with the terms of an employee's written authorization and
11 shall be paid to the exclusive representative. Written
12 authorization may be evidenced by electronic communications,
13 and such writing or communication may be evidenced by the
14 electronic signature of the employee as provided under Uniform
15 Electronic Transactions ~~Section 5-120 of the Electronic~~
16 ~~Commerce Security~~ Act.

17 There is no impediment to an employee's right to resign
18 union membership at any time. However, notwithstanding any
19 other provision of law to the contrary regarding authorization
20 and deduction of dues or other payments to a labor
21 organization, the exclusive representative and an educational
22 employee may agree to reasonable limits on the right of the
23 employee to revoke such authorization, including a period of
24 irrevocability that exceeds one year. An authorization that is

1 irrevocable for one year, which may be automatically renewed
2 for successive annual periods in accordance with the terms of
3 the authorization, and that contains at least an annual 10-day
4 period of time during which the educational employee may
5 revoke the authorization, shall be deemed reasonable. This
6 Section shall apply to all claims that allege that an
7 educational employer or employee organization has improperly
8 deducted or collected dues from an employee without regard to
9 whether the claims or the facts upon which they are based
10 occurred before, on, or after the effective date of this
11 amendatory Act of the 101st General Assembly and shall apply
12 retroactively to the maximum extent permitted by law.

13 (b) Upon receiving written notice of the authorization,
14 the educational employer must commence dues deductions as soon
15 as practicable, but in no case later than 30 days after
16 receiving notice from the employee organization. Employee
17 deductions shall be transmitted to the employee organization
18 no later than 10 days after they are deducted unless a shorter
19 period is mutually agreed to.

20 (c) Deductions shall remain in effect until:

21 (1) the educational employer receives notice that an
22 educational employee has revoked his or her authorization
23 in writing in accordance with the terms of the
24 authorization; or

25 (2) the individual educational employee is no longer
26 employed by the educational employer in a bargaining unit

1 position represented by the same exclusive representative;
2 provided that if such employee is, within a period of one
3 year, employed by the same educational employer in a
4 position represented by the same employee organization,
5 the right to dues deduction shall be automatically
6 reinstated.

7 Nothing in this subsection prevents an employee from
8 continuing to authorize payroll deductions when no longer
9 represented by the exclusive representative that would receive
10 those deductions.

11 Should the individual educational employee who has signed
12 a dues deduction authorization card either be removed from an
13 educational employer's payroll or otherwise placed on any type
14 of involuntary or voluntary leave of absence, whether paid or
15 unpaid, the employee's dues deduction shall be continued upon
16 that employee's return to the payroll in a bargaining unit
17 position represented by the same exclusive representative or
18 restoration to active duty from such a leave of absence.

19 (d) Unless otherwise mutually agreed by the educational
20 employer and the exclusive representative, employee requests
21 to authorize, revoke, cancel, or change authorizations for
22 payroll deductions for employee organizations shall be
23 directed to the employee organization rather than to the
24 educational employer. The employee organization shall be
25 responsible for initially processing and notifying the
26 educational employer of proper requests or providing proper

1 requests to the employer. If the requests are not provided to
2 the educational employer, the employer shall rely on
3 information provided by the employee organization regarding
4 whether deductions for an employee organization were properly
5 authorized, revoked, canceled, or changed, and the employee
6 organization shall indemnify the educational employer for any
7 damages and reasonable costs incurred for any claims made by
8 educational employees for deductions made in good faith
9 reliance on that information.

10 (e) Upon receipt by the exclusive representative of an
11 appropriate written authorization from an individual
12 educational employee, written notice of authorization shall be
13 provided to the educational employer and any authorized
14 deductions shall be made in accordance with law. The employee
15 organization shall indemnify the educational employer for any
16 damages and reasonable costs incurred for any claims made by
17 an educational employee for deductions made in good faith
18 reliance on its notification.

19 (f) The failure of an educational employer to comply with
20 the provisions of this Section shall be a violation of the duty
21 to bargain and an unfair labor practice. Relief for the
22 violation shall be reimbursement by the educational employer
23 of dues that should have been deducted or paid based on a valid
24 authorization given by the educational employee or employees.
25 In addition, the provisions of a collective bargaining
26 agreement that contain the obligations set forth in this

1 Section may be enforced in accordance with Section 10.

2 (g) The Illinois Educational Labor Relations Board shall
3 have exclusive jurisdiction over claims under Illinois law
4 that allege an educational employer or employee organization
5 has unlawfully deducted or collected dues from an educational
6 employee in violation of this Act. The Board shall by rule
7 require that in cases in which an educational employee alleges
8 that an employee organization has unlawfully collected dues,
9 the educational employer shall continue to deduct the
10 employee's dues from the employee's pay, but shall transmit
11 the dues to the Board for deposit in an escrow account
12 maintained by the Board. If the exclusive representative
13 maintains an escrow account for the purpose of holding dues to
14 which an employee has objected, the employer shall transmit
15 the entire amount of dues to the exclusive representative, and
16 the exclusive representative shall hold in escrow the dues
17 that the employer would otherwise have been required to
18 transmit to the Board for escrow; provided that the escrow
19 account maintained by the exclusive representative complies
20 with rules adopted by the Board or that the collective
21 bargaining agreement requiring the payment of the dues
22 contains an indemnification provision for the purpose of
23 indemnifying the employer with respect to the employer's
24 transmission of dues to the exclusive representative.

25 (h) If a collective bargaining agreement that includes a
26 dues deduction clause expires or continues in effect beyond

1 its scheduled expiration date pending the negotiation of a
2 successor agreement, then the employer shall continue to honor
3 and abide by the dues deduction clause until a new agreement
4 that includes a dues deduction clause is reached. Failure to
5 honor and abide by the dues deduction clause for the benefit of
6 any exclusive representative as set forth in this subsection
7 (h) shall be a violation of the duty to bargain and an unfair
8 labor practice. For the benefit of any successor exclusive
9 representative certified under this Act, this provision shall
10 be applicable, provided the successor exclusive representative
11 presents the employer with employee written authorizations or
12 certifications from the exclusive representative for the
13 deduction of dues, assessments, and fees under this subsection
14 (h).

15 (i) (1) If any clause, sentence, paragraph, or subdivision
16 of this Section shall be adjudged by a court of competent
17 jurisdiction to be unconstitutional or otherwise invalid, that
18 judgment shall not affect, impair, or invalidate the remainder
19 thereof, but shall be confined in its operation to the clause,
20 sentence, paragraph, or subdivision of this Section directly
21 involved in the controversy in which such judgment shall have
22 been rendered.

23 (2) If any clause, sentence, paragraph, or part of a
24 signed authorization for payroll deductions shall be adjudged
25 by a court of competent jurisdiction to be unconstitutional or
26 otherwise invalid, that judgment shall not affect, impair, or

1 invalidate the remainder of the signed authorization, but
2 shall be confined in its operation to the clause, sentence,
3 paragraph, or part of the signed authorization directly
4 involved in the controversy in which such judgment shall have
5 been rendered.

6 (Source: P.A. 101-620, eff. 12-20-19.)

7 Section 20.78. The Illinois Credit Union Act is amended by
8 changing Sections 10.2, 19 and 20 as follows:

9 (205 ILCS 305/10.2)

10 Sec. 10.2. Electronic records.

11 (a) As used in this Section, "electronic" and "electronic
12 record" have the meanings given to those terms in the Uniform
13 Electronic Transactions ~~Electronic Commerce Security~~ Act.

14 (b) If a provision of this Act requires information to be
15 written or delivered in writing, or provides for certain
16 consequences if it is not, an electronic record or electronic
17 delivery satisfies that rule of law.

18 (c) If a provision of this Act requires a policy, record,
19 notice or other document or information to be mailed or
20 otherwise furnished, posted, or disclosed by a credit union,
21 electronic delivery or distribution satisfies that rule of
22 law. Policies and notifications of general interest to or
23 impact on the membership may be posted on a credit union's
24 website or disclosed in membership newsletters or account

1 statements, in addition to, or in lieu of, any other methods of
2 notification or distribution specified in this Act.

3 (Source: P.A. 101-567, eff. 8-23-19.)

4 (205 ILCS 305/19) (from Ch. 17, par. 4420)

5 Sec. 19. Meeting of members.

6 (1) The annual meeting shall be held each year during the
7 months of January, February or March or such other month as may
8 be approved by the Department. The meeting shall be held at the
9 time, place and in the manner set forth in the bylaws. Any
10 special meetings of the members of the credit union shall be
11 held at the time, place and in the manner set forth in the
12 bylaws. Unless otherwise set forth in this Act, quorum
13 requirements for meetings of members shall be established by a
14 credit union in its bylaws. Notice of all meetings must be
15 given by the secretary of the credit union at least 7 days
16 before the date of such meeting, either by handing a written or
17 printed notice to each member of the credit union, by mailing
18 the notice to the member at his address as listed on the books
19 and records of the credit union, or by posting a notice of the
20 meeting in three conspicuous places, including the office of
21 the credit union.

22 (2) On all questions and at all elections, except election
23 of directors, each member has one vote regardless of the
24 number of his shares. There shall be no voting by proxy except
25 on the election of directors, proposals for merger or

1 voluntary dissolution. Members may vote on questions and in
2 elections by secure electronic record if approved by the board
3 of directors. All voting on the election of directors shall be
4 by ballot, but when there is no contest, written or electronic
5 ballots need not be cast. The record date to be used for the
6 purpose of determining which members are entitled to notice of
7 or to vote at any meeting of members, may be fixed in advance
8 by the directors on a date not more than 90 days nor less than
9 10 days prior to the date of the meeting. If no record date is
10 fixed by the directors, the first day on which notice of the
11 meeting is given, mailed or posted is the record date.

12 (3) Regardless of the number of shares owned by a society,
13 association, club, partnership, other credit union or
14 corporation, having membership in the credit union, it shall
15 be entitled to only one vote and it may be represented and have
16 its vote cast by its designated agent acting on its behalf
17 pursuant to a resolution adopted by the organization's board
18 of directors or similar governing authority; provided that the
19 credit union shall obtain a certified copy of such resolution
20 before such vote may be cast.

21 (4) A member may revoke a proxy by delivery to the credit
22 union of a written statement to that effect, by execution of a
23 subsequently dated proxy, by execution of a secure electronic
24 record, or by attendance at a meeting and voting in person.

25 (5) As used in this Section, "electronic" and "electronic
26 record" have the meanings ascribed to those terms in the

1 Uniform Electronic Transactions ~~Electronic Commerce Security~~
2 Act. As used in this Section, "secured electronic record"
3 means an electronic record that meets the criteria set forth
4 in Uniform Electronic Transactions ~~Section 10-105 of the~~
5 ~~Electronic Commerce Security~~ Act.

6 (Source: P.A. 100-361, eff. 8-25-17.)

7 (205 ILCS 305/20) (from Ch. 17, par. 4421)

8 Sec. 20. Election or appointment of officials.

9 (1) The credit union shall be directed by a board of
10 directors consisting of no less than 7 in number, to be elected
11 at the annual meeting by and from the members. Directors shall
12 hold office until the next annual meeting, unless their terms
13 are staggered. Upon amendment of its bylaws, a credit union
14 may divide the directors into 2 or 3 classes with each class as
15 nearly equal in number as possible. The term of office of the
16 directors of the first class shall expire at the first annual
17 meeting after their election, that of the second class shall
18 expire at the second annual meeting after their election, and
19 that of the third class, if any, shall expire at the third
20 annual meeting after their election. At each annual meeting
21 after the classification, the number of directors equal to the
22 number of directors whose terms expire at the time of the
23 meeting shall be elected to hold office until the second
24 succeeding annual meeting if there are 2 classes or until the
25 third succeeding annual meeting if there are 3 classes. A

1 director shall hold office for the term for which he or she is
2 elected and until his or her successor is elected and
3 qualified.

4 (1.5) Except as provided in subsection (1.10), in all
5 elections for directors, every member has the right to vote,
6 in person, by proxy, or by secure electronic record if
7 approved by the board of directors, the number of shares owned
8 by him, or in the case of a member other than a natural person,
9 the member's one vote, for as many persons as there are
10 directors to be elected, or to cumulate such shares, and give
11 one candidate as many votes as the number of directors
12 multiplied by the number of his shares equals, or to
13 distribute them on the same principle among as many candidates
14 as he may desire and the directors shall not be elected in any
15 other manner. Shares held in a joint account owned by more than
16 one member may be voted by any one of the members, however, the
17 number of cumulative votes cast may not exceed a total equal to
18 the number of shares multiplied by the number of directors to
19 be elected. A majority of the shares entitled to vote shall be
20 represented either in person or by proxy for the election of
21 directors. Each director shall wholly take and subscribe to an
22 oath that he will diligently and honestly perform his duties
23 in administering the affairs of the credit union, that while
24 he may delegate to another the performance of those
25 administrative duties he is not thereby relieved from his
26 responsibility for their performance, that he will not

1 knowingly violate or permit to be violated any law applicable
2 to the credit union, and that he is the owner of at least one
3 share of the credit union.

4 (1.10) Upon amendment of a credit union's bylaws approved
5 by the members, in all elections for directors, every member
6 who is a natural person shall have the right to cast one vote,
7 regardless of the number of his or her shares, in person, by
8 proxy, or by secure electronic record if approved by the board
9 of directors, for as many persons as there are directors to be
10 elected.

11 (1.15) If the board of directors has adopted a policy
12 addressing age eligibility standards on voting, holding
13 office, or petitioning the board, then a credit union may
14 require (i) that members be at least 18 years of age by the
15 date of the meeting in order to vote at meetings of the
16 members, sign nominating petitions, or sign petitions
17 requesting special meetings, and (ii) that members be at least
18 18 years of age by the date of election or appointment in order
19 to hold elective or appointive office.

20 (2) The board of directors shall appoint from among the
21 members of the credit union, a supervisory committee of not
22 less than 3 members at the organization meeting and within 30
23 days following each annual meeting of the members for such
24 terms as the bylaws provide. Members of the supervisory
25 committee may, but need not be, on the board of directors, but
26 shall not be officers of the credit union, members of the

1 credit committee, or the credit manager if no credit committee
2 has been appointed.

3 (3) The board of directors may appoint, from among the
4 members of the credit union, a credit committee consisting of
5 an odd number, not less than 3 for such terms as the bylaws
6 provide. Members of the credit committee may, but need not be,
7 directors or officers of the credit union, but shall not be
8 members of the supervisory committee.

9 (4) The board of directors may appoint from among the
10 members of the credit union a membership committee of one or
11 more persons. If appointed, the committee shall act upon all
12 applications for membership and submit a report of its actions
13 to the board of directors at the next regular meeting for
14 review. If no membership committee is appointed, credit union
15 management shall act upon all applications for membership and
16 submit a report of its actions to the board of directors at the
17 next regular meeting for review.

18 (5) As used in this Section, "electronic" and "electronic
19 record" have the meanings ascribed to those terms in the
20 Uniform Electronic Transactions ~~Electronic Commerce Security~~
21 Act. As used in this Section, "secured electronic record"
22 means an electronic record that meets the criteria set forth
23 in Uniform Electronic Transactions ~~Section 10-105 of the~~
24 ~~Electronic Commerce Security~~ Act.

25 (Source: P.A. 100-361, eff. 8-25-17.)

1 Section 20.79. The Illinois Insurance Code is amended by
2 changing Sections 143.34 and 513a13 as follows:

3 (215 ILCS 5/143.34)

4 Sec. 143.34. Electronic notices and documents.

5 (a) As used in this Section:

6 "Delivered by electronic means" includes:

7 (1) delivery to an electronic mail address at which a
8 party has consented to receive notices or documents; or

9 (2) posting on an electronic network or site
10 accessible via the Internet, mobile application, computer,
11 mobile device, tablet, or any other electronic device,
12 together with separate notice of the posting, which shall
13 be provided by electronic mail to the address at which the
14 party has consented to receive notice or by any other
15 delivery method that has been consented to by the party.

16 "Party" means any recipient of any notice or document
17 required as part of an insurance transaction, including, but
18 not limited to, an applicant, an insured, a policyholder, or
19 an annuity contract holder.

20 (b) Subject to the requirements of this Section, any
21 notice to a party or any other document required under
22 applicable law in an insurance transaction or that is to serve
23 as evidence of insurance coverage may be delivered, stored,
24 and presented by electronic means so long as it meets the
25 requirements of the Uniform Electronic Transactions ~~Electronic~~

1 ~~Commerce Security~~ Act.

2 (c) Delivery of a notice or document in accordance with
3 this Section shall be considered equivalent to any delivery
4 method required under applicable law, including delivery by
5 first class mail; first class mail, postage prepaid; certified
6 mail; certificate of mail; or certificate of mailing.

7 (d) A notice or document may be delivered by electronic
8 means by an insurer to a party under this Section if:

9 (1) the party has affirmatively consented to that
10 method of delivery and has not withdrawn the consent;

11 (2) the party, before giving consent, is provided with
12 a clear and conspicuous statement informing the party of:

13 (A) the right of the party to withdraw consent to
14 have a notice or document delivered by electronic
15 means, at any time, and any conditions or consequences
16 imposed in the event consent is withdrawn;

17 (B) the types of notices and documents to which
18 the party's consent would apply;

19 (C) the right of a party to have a notice or
20 document delivered in paper form; and

21 (D) the procedures a party must follow to withdraw
22 consent to have a notice or document delivered by
23 electronic means and to update the party's electronic
24 mail address;

25 (3) the party:

26 (A) before giving consent, is provided with a

1 statement of the hardware and software requirements
2 for access to, and retention of, a notice or document
3 delivered by electronic means; and

4 (B) consents electronically, or confirms consent
5 electronically, in a manner that reasonably
6 demonstrates that the party can access information in
7 the electronic form that will be used for notices or
8 documents delivered by electronic means as to which
9 the party has given consent; and

10 (4) after consent of the party is given, the insurer,
11 in the event a change in the hardware or software
12 requirements needed to access or retain a notice or
13 document delivered by electronic means creates a material
14 risk that the party will not be able to access or retain a
15 subsequent notice or document to which the consent
16 applies:

17 (A) provides the party with a statement that
18 describes:

19 (i) the revised hardware and software
20 requirements for access to and retention of a
21 notice or document delivered by electronic means;
22 and

23 (ii) the right of the party to withdraw
24 consent without the imposition of any condition or
25 consequence that was not disclosed at the time of
26 initial consent; and

1 (B) complies with paragraph (2) of this subsection

2 (d).

3 (e) Delivery of a notice or document in accordance with
4 this Section does not affect requirements related to content
5 or timing of any notice or document required under applicable
6 law.

7 (f) If a provision of this Section or applicable law
8 requiring a notice or document to be provided to a party
9 expressly requires verification or acknowledgment of receipt
10 of the notice or document, the notice or document may be
11 delivered by electronic means only if the method used provides
12 for verification or acknowledgment of receipt.

13 (g) The legal effectiveness, validity, or enforceability
14 of any contract or policy of insurance executed by a party may
15 not be denied solely because of the failure to obtain
16 electronic consent or confirmation of consent of the party in
17 accordance with subparagraph (B) of paragraph (3) of
18 subsection (d) of this Section.

19 (h) A withdrawal of consent by a party does not affect the
20 legal effectiveness, validity, or enforceability of a notice
21 or document delivered by electronic means to the party before
22 the withdrawal of consent is effective.

23 A withdrawal of consent by a party is effective within a
24 reasonable period of time after receipt of the withdrawal by
25 the insurer.

26 Failure by an insurer to comply with paragraph (4) of

1 subsection (d) of this Section and subsection (j) of this
2 Section may be treated, at the election of the party, as a
3 withdrawal of consent for purposes of this Section.

4 (i) This Section does not apply to a notice or document
5 delivered by an insurer in an electronic form before the
6 effective date of this amendatory Act of the 99th General
7 Assembly to a party who, before that date, has consented to
8 receive notice or document in an electronic form otherwise
9 allowed by law.

10 (j) If the consent of a party to receive certain notices or
11 documents in an electronic form is on file with an insurer
12 before the effective date of this amendatory Act of the 99th
13 General Assembly and, pursuant to this Section, an insurer
14 intends to deliver additional notices or documents to the
15 party in an electronic form, then prior to delivering such
16 additional notices or documents electronically, the insurer
17 shall:

18 (1) provide the party with a statement that
19 describes:

20 (A) the notices or documents that shall be
21 delivered by electronic means under this Section
22 that were not previously delivered electronically;
23 and

24 (B) the party's right to withdraw consent to
25 have notices or documents delivered by electronic
26 means without the imposition of any condition or

1 consequence that was not disclosed at the time of
2 initial consent; and

3 (2) comply with paragraph (2) of subsection (d) of
4 this Section.

5 (k) An insurer shall deliver a notice or document by any
6 other delivery method permitted by law other than electronic
7 means if:

8 (1) the insurer attempts to deliver the notice or
9 document by electronic means and has a reasonable basis
10 for believing that the notice or document has not been
11 received by the party; or

12 (2) the insurer becomes aware that the electronic mail
13 address provided by the party is no longer valid.

14 (l) A producer shall not be subject to civil liability for
15 any harm or injury that occurs as a result of a party's
16 election to receive any notice or document by electronic means
17 or by an insurer's failure to deliver a notice or document by
18 electronic means unless the harm or injury is caused by the
19 willful and wanton misconduct of the producer.

20 (m) This Section shall not be construed to modify, limit,
21 or supersede the provisions of the federal Electronic
22 Signatures in Global and National Commerce Act, as amended.

23 (n) Nothing in this Section shall prevent an insurer from
24 posting on the insurer's Internet site any standard policy and
25 any endorsements to such a policy that does not contain
26 personally identifiable information, in accordance with

1 Section 143.33 of this Code, in lieu of delivery to a
2 policyholder, insured, or applicant for insurance by any other
3 method.

4 (Source: P.A. 99-167, eff. 1-1-16.)

5 (215 ILCS 5/513a13)

6 Sec. 513a13. Electronic delivery of notices and documents.

7 (a) As used in this Section:

8 "Delivered by electronic means" includes:

9 (1) delivery to an electronic mail address at which a
10 party has consented to receive notices or documents; or

11 (2) posting on an electronic network or site
12 accessible via the Internet, mobile application, computer,
13 mobile device, tablet, or any other electronic device,
14 together with separate notice of the posting, which shall
15 be provided by electronic mail to the address at which the
16 party has consented to receive notice or by any other
17 delivery method that has been consented to by the party.

18 "Party" means any recipient of any notice or document
19 required as part of a premium finance agreement including, but
20 not limited to, an applicant or contracting party. For the
21 purposes of this Section, "party" includes the producer of
22 record.

23 (b) Subject to the requirements of this Section, any
24 notice to a party or any other document required under
25 applicable law in a premium finance agreement or that is to

1 serve as evidence of a premium finance agreement may be
2 delivered, stored, and presented by electronic means so long
3 as it meets the requirements of the Uniform Electronic
4 Transactions ~~Electronic Commerce Security~~ Act.

5 (c) Delivery of a notice or document in accordance with
6 this Section shall be considered equivalent to delivery by
7 first class mail or first class mail, postage prepaid.

8 (d) A notice or document may be delivered by electronic
9 means by a premium finance company to a party under this
10 Section if:

11 (1) the party has affirmatively consented to that
12 method of delivery and has not withdrawn the consent;

13 (2) the party, before giving consent, is provided with
14 a clear and conspicuous statement informing the party of:

15 (A) the right of the party to withdraw consent to
16 have a notice or document delivered by electronic
17 means, at any time, and any conditions or consequences
18 imposed in the event consent is withdrawn;

19 (B) the types of notices and documents to which
20 the party's consent would apply;

21 (C) the right of a party to have a notice or
22 document delivered in paper form; and

23 (D) the procedures a party must follow to withdraw
24 consent to have a notice or document delivered by
25 electronic means and to update the party's electronic
26 mail address;

1 (3) the party:

2 (A) before giving consent, is provided with a
3 statement of the hardware and software requirements
4 for access to, and retention of, a notice or document
5 delivered by electronic means; and

6 (B) consents electronically, or confirms consent
7 electronically, in a manner that reasonably
8 demonstrates that the party can access information in
9 the electronic form that will be used for notices or
10 documents delivered by electronic means as to which
11 the party has given consent; and

12 (4) after consent of the party is given, the premium
13 finance company, in the event a change in the hardware or
14 software requirements needed to access or retain a notice
15 or document delivered by electronic means creates a
16 material risk that the party will not be able to access or
17 retain a subsequent notice or document to which the
18 consent applies:

19 (A) provides the party with a statement that
20 describes:

21 (i) the revised hardware and software
22 requirements for access to and retention of a
23 notice or document delivered by electronic means;
24 and

25 (ii) the right of the party to withdraw
26 consent without the imposition of any condition or

1 consequence that was not disclosed at the time of
2 initial consent; and

3 (B) complies with paragraph (2) of this subsection
4 (d).

5 (e) Delivery of a notice or document in accordance with
6 this Section does not affect requirements related to content
7 or timing of any notice or document required under applicable
8 law.

9 (f) The legal effectiveness, validity, or enforceability
10 of any premium finance agreement executed by a party may not be
11 denied solely because of the failure to obtain electronic
12 consent or confirmation of consent of the party in accordance
13 with subparagraph (B) of paragraph (3) of subsection (d) of
14 this Section.

15 (g) A withdrawal of consent by a party does not affect the
16 legal effectiveness, validity, or enforceability of a notice
17 or document delivered by electronic means to the party before
18 the withdrawal of consent is effective.

19 A withdrawal of consent by a party is effective within a
20 reasonable period of time after receipt of the withdrawal by
21 the premium finance company.

22 Failure by a premium finance company to comply with
23 paragraph (4) of subsection (d) of this Section and subsection
24 (j) of this Section may be treated, at the election of the
25 party, as a withdrawal of consent for purposes of this
26 Section.

1 (h) This Section does not apply to a notice or document
2 delivered by a premium finance company in an electronic form
3 before the effective date of this amendatory Act of the 100th
4 General Assembly to a party who, before that date, has
5 consented to receive notice or document in an electronic form
6 otherwise allowed by law.

7 (i) If the consent of a party to receive certain notices or
8 documents in an electronic form is on file with a premium
9 finance company before the effective date of this amendatory
10 Act of the 100th General Assembly and, pursuant to this
11 Section, a premium finance company intends to deliver
12 additional notices or documents to the party in an electronic
13 form, then prior to delivering such additional notices or
14 documents electronically, the premium finance company shall:

15 (1) provide the party with a statement that
16 describes:

17 (A) the notices or documents that shall be
18 delivered by electronic means under this Section
19 that were not previously delivered electronically;
20 and

21 (B) the party's right to withdraw consent to
22 have notices or documents delivered by electronic
23 means without the imposition of any condition or
24 consequence that was not disclosed at the time of
25 initial consent; and

26 (2) comply with paragraph (2) of subsection (d) of

1 this Section.

2 (j) A premium finance company shall deliver a notice or
3 document by any other delivery method permitted by law other
4 than electronic means if:

5 (1) the premium finance company attempts to deliver
6 the notice or document by electronic means and has a
7 reasonable basis for believing that the notice or document
8 has not been received by the party; or

9 (2) the premium finance company becomes aware that the
10 electronic mail address provided by the party is no longer
11 valid.

12 (k) The producer of record shall not be subject to civil
13 liability for any harm or injury that occurs as a result of a
14 party's election to receive any notice or document by
15 electronic means or by a premium finance company's failure to
16 deliver a notice or document by electronic means unless the
17 harm or injury is caused by the willful and wanton misconduct
18 of the producer of record.

19 (l) This Section shall not be construed to modify, limit,
20 or supersede the provisions of the federal Electronic
21 Signatures in Global and National Commerce Act, as amended.

22 (Source: P.A. 100-495, eff. 1-1-18.)

23 Section 20.80. The Find Our Children Act is amended by
24 changing Section 5 as follows:

1 (325 ILCS 57/5)

2 Sec. 5. State agency webpage requirements.

3 (a) Each State agency that maintains an Internet website
4 must include a hypertext link to the homepage website
5 maintained and operated by the National Center For Missing And
6 Exploited Children.

7 (b) Each State agency that maintains an Internet website
8 must include a hypertext link to any State agency website that
9 posts information concerning AMBER alerts or similar
10 broadcasts concerning missing children.

11 (c) For the purpose of this Act, "State agency" has the
12 meaning ascribed to the term "governmental agency" under the
13 Uniform Electronic Transactions ~~set forth in Section 5-105 of~~
14 ~~the Electronic Commerce Security Act.~~

15 (Source: P.A. 94-484, eff. 8-8-05.)

16 Section 20.81. The Criminal Code of 2012 is amended by
17 changing Section 17-3 as follows:

18 (720 ILCS 5/17-3) (from Ch. 38, par. 17-3)

19 Sec. 17-3. Forgery.

20 (a) A person commits forgery when, with intent to defraud,
21 he or she knowingly:

22 (1) makes a false document or alters any document to
23 make it false and that document is apparently capable of
24 defrauding another; or

1 (2) issues or delivers such document knowing it to
2 have been thus made or altered; or

3 (3) possesses, with intent to issue or deliver, any
4 such document knowing it to have been thus made or
5 altered; or

6 (4) unlawfully uses the digital signature, as defined
7 in the Financial Institutions Electronic Documents and
8 Digital Signature Act, of another; or

9 (5) unlawfully creates ~~uses the signature device of~~
10 ~~another to create~~ an electronic signature of another ~~that~~
11 ~~other~~ person, as that term is ~~those terms~~ are defined in
12 the Uniform Electronic Transactions ~~Electronic Commerce~~
13 ~~Security~~ Act.

14 (b) (Blank).

15 (c) A document apparently capable of defrauding another
16 includes, but is not limited to, one by which any right,
17 obligation or power with reference to any person or property
18 may be created, transferred, altered or terminated. A document
19 includes any record or electronic record as those terms are
20 defined in the Electronic Commerce Security Act. For purposes
21 of this Section, a document also includes a Universal Price
22 Code Label or coin.

23 (c-5) For purposes of this Section, "false document" or
24 "document that is false" includes, but is not limited to, a
25 document whose contents are false in some material way, or
26 that purports to have been made by another or at another time,

1 or with different provisions, or by authority of one who did
2 not give such authority.

3 (d) Sentence.

4 (1) Except as provided in paragraphs (2) and (3),
5 forgery is a Class 3 felony.

6 (2) Forgery is a Class 4 felony when only one
7 Universal Price Code Label is forged.

8 (3) Forgery is a Class A misdemeanor when an academic
9 degree or coin is forged.

10 (e) It is not a violation of this Section if a false
11 academic degree explicitly states "for novelty purposes only".
12 (Source: P.A. 96-1551, eff. 7-1-11; 97-231, eff. 1-1-12;
13 97-1109, eff. 1-1-13.)

14 Section 20.82. The Illinois Living Will Act is amended by
15 changing Sections 5 and 9 as follows:

16 (755 ILCS 35/5) (from Ch. 110 1/2, par. 705)

17 Sec. 5. Revocation.

18 (a) A declaration may be revoked at any time by the
19 declarant, without regard to declarant's mental or physical
20 condition, by any of the following methods:

21 (1) By being obliterated, burnt, torn or otherwise
22 destroyed or defaced in a manner indicating intention to
23 cancel;

24 (2) By a written revocation of the declaration signed

1 and dated by the declarant or person acting at the
2 direction of the declarant, regardless of whether the
3 written revocation is in electronic or hard copy format;

4 (3) By an oral or any other expression of the intent to
5 revoke the declaration, in the presence of a witness 18
6 years of age or older who signs and dates a writing
7 confirming that such expression of intent was made; or

8 (4) For an electronic declaration, by deleting in a
9 manner indicating the intention to revoke. An electronic
10 declaration may be revoked electronically using a generic,
11 technology-neutral system in which each user is assigned a
12 unique identifier that is securely maintained and in a
13 manner that meets the regulatory requirements for a
14 digital or electronic signature. Compliance with the
15 standards defined in the Uniform Electronic Transactions
16 ~~Electronic Commerce Security~~ Act or the implementing rules
17 of the Hospital Licensing Act for medical record entry
18 authentication for author validation of the documentation,
19 content accuracy, and completeness meets this standard.

20 (b) A revocation is effective upon communication to the
21 attending physician by the declarant or by another who
22 witnessed the revocation. The attending physician shall record
23 in the patient's medical record the time and date when and the
24 place where he or she received notification of the revocation.

25 (c) There shall be no criminal or civil liability on the
26 part of any person for failure to act upon a revocation made

1 pursuant to this Section unless that person has actual
2 knowledge of the revocation.

3 (Source: P.A. 101-163, eff. 1-1-20.)

4 (755 ILCS 35/9) (from Ch. 110 1/2, par. 709)

5 Sec. 9. General provisions.

6 (a) The withholding or withdrawal of death delaying
7 procedures from a qualified patient in accordance with the
8 provisions of this Act shall not, for any purpose, constitute
9 a suicide.

10 (b) The making of a declaration pursuant to Section 3
11 shall not affect in any manner the sale, procurement, or
12 issuance of any policy of life insurance, nor shall it be
13 deemed to modify the terms of an existing policy of life
14 insurance. No policy of life insurance shall be legally
15 impaired or invalidated in any manner by the withholding or
16 withdrawal of death delaying procedures from an insured
17 qualified patient, notwithstanding any term of the policy to
18 the contrary.

19 (c) No physician, health care facility, or other health
20 care provider, and no health care service plan, health
21 maintenance organization, insurer issuing disability
22 insurance, self-insured employee welfare benefit plan,
23 nonprofit medical service corporation or mutual nonprofit
24 hospital service corporation shall require any person to
25 execute a declaration as a condition for being insured for, or

1 receiving, health care services.

2 (d) Nothing in this Act shall impair or supersede any
3 legal right or legal responsibility which any person may have
4 to effect the withholding or withdrawal of death delaying
5 procedures in any lawful manner. In such respect the
6 provisions of this Act are cumulative.

7 (e) This Act shall create no presumption concerning the
8 intention of an individual who has not executed a declaration
9 to consent to the use or withholding of death delaying
10 procedures in the event of a terminal condition.

11 (f) Nothing in this Act shall be construed to condone,
12 authorize or approve mercy killing or to permit any
13 affirmative or deliberate act or omission to end life other
14 than to permit the natural process of dying as provided in this
15 Act.

16 (g) An instrument executed before the effective date of
17 this Act that substantially complies with subsection (e) of
18 Section 3 shall be given effect pursuant to the provisions of
19 this Act.

20 (h) A declaration executed in another state in compliance
21 with the law of that state or this State is validly executed
22 for purposes of this Act, and such declaration shall be
23 applied in accordance with the provisions of this Act.

24 (i) Documents, writings, forms, and copies referred to in
25 this Act may be in hard copy or electronic format. Nothing in
26 this Act is intended to prevent the population of a

1 declaration, document, writing, or form with electronic data.
2 Electronic documents under this Act may be created, signed, or
3 revoked electronically using a generic, technology-neutral
4 system in which each user is assigned a unique identifier that
5 is securely maintained and in a manner that meets the
6 regulatory requirements for a digital or electronic signature.
7 Compliance with the standards defined in the Uniform
8 Electronic Transactions ~~Electronic Commerce Security~~ Act or
9 the implementing rules of the Hospital Licensing Act for
10 medical record entry authentication for author validation of
11 the documentation, content accuracy, and completeness meets
12 this standard.

13 (Source: P.A. 101-163, eff. 1-1-20.)

14 Section 20.83. The Health Care Surrogate Act is amended by
15 changing Section 70 as follows:

16 (755 ILCS 40/70)

17 Sec. 70. Format. The affidavit, medical record, documents,
18 and forms referred to in this Act may be in hard copy or
19 electronic format. Nothing in this Act is intended to prevent
20 the population of an affidavit, medical record, document, or
21 form with electronic data. A living will, mental health
22 treatment preferences declaration, practitioner orders for
23 life-sustaining treatment (POLST), or power of attorney for
24 health care that is populated with electronic data is

1 operative. Electronic documents under this Act may be created,
2 signed, or revoked electronically using a generic,
3 technology-neutral system in which each user is assigned a
4 unique identifier that is securely maintained and in a manner
5 that meets the regulatory requirements for a digital or
6 electronic signature. Compliance with the standards defined in
7 the Uniform Electronic Transactions ~~Electronic Commerce~~
8 ~~Security~~ Act or the implementing rules of the Hospital
9 Licensing Act for medical record entry authentication for
10 author validation of the documentation, content accuracy, and
11 completeness meets this standard.

12 (Source: P.A. 101-163, eff. 1-1-20.)

13 Section 20.84. The Mental Health Treatment Preference
14 Declaration Act is amended by changing Sections 20 and 50 as
15 follows:

16 (755 ILCS 43/20)

17 Sec. 20. Signatures required.

18 (a) A declaration is effective only if it is signed by the
19 principal, and 2 competent adult witnesses. The witnesses must
20 attest that the principal is known to them, signed the
21 declaration in their presence and appears to be of sound mind
22 and not under duress, fraud or undue influence. Persons
23 specified in Section 65 of this Act may not act as witnesses.

24 (b) The signature and execution requirements set forth in

1 this Act are satisfied by: (i) written signatures or initials;
2 or (ii) electronic signatures or computer-generated signature
3 codes. Electronic documents under this Act may be created,
4 signed, or revoked electronically using a generic,
5 technology-neutral system in which each user is assigned a
6 unique identifier that is securely maintained and in a manner
7 that meets the regulatory requirements for a digital or
8 electronic signature. Compliance with the standards defined in
9 the Uniform Electronic Transactions ~~Electronic Commerce~~
10 ~~Security~~ Act or the implementing rules of the Hospital
11 Licensing Act for medical record entry authentication for
12 author validation of the documentation, content accuracy, and
13 completeness meets this standard.

14 (Source: P.A. 101-163, eff. 1-1-20.)

15 (755 ILCS 43/50)

16 Sec. 50. Revocation. A declaration may be revoked in whole
17 or in part by written statement at any time by the principal if
18 the principal is not incapable, regardless of whether the
19 written revocation is in an electronic or hard copy format. A
20 written statement of revocation is effective when signed by
21 the principal and a physician and the principal delivers the
22 revocation to the attending physician. An electronic
23 declaration may be revoked electronically using a generic,
24 technology-neutral system in which each user is assigned a
25 unique identifier that is securely maintained and in a manner

1 that meets the regulatory requirements for a digital or
2 electronic signature. Compliance with the standards defined in
3 the Uniform Electronic Transactions ~~Electronic Commerce~~
4 ~~Security~~ Act or the implementing rules of the Hospital
5 Licensing Act for medical record entry authentication for
6 author validation of the documentation, content accuracy, and
7 completeness meets this standard. The attending physician
8 shall note the revocation as part of the principal's medical
9 record.

10 (Source: P.A. 101-163, eff. 1-1-20.)

11 Section 20.85. The Illinois Power of Attorney Act is
12 amended by changing Sections 4-6 and 4-10 as follows:

13 (755 ILCS 45/4-6) (from Ch. 110 1/2, par. 804-6)

14 Sec. 4-6. Revocation and amendment of health care
15 agencies.

16 (a) Every health care agency may be revoked by the
17 principal at any time, without regard to the principal's
18 mental or physical condition, by any of the following methods:

19 1. By being obliterated, burnt, torn or otherwise
20 destroyed or defaced in a manner indicating intention to
21 revoke;

22 2. By a written revocation of the agency signed and
23 dated by the principal or person acting at the direction
24 of the principal, regardless of whether the written

1 revocation is in an electronic or hard copy format;

2 3. By an oral or any other expression of the intent to
3 revoke the agency in the presence of a witness 18 years of
4 age or older who signs and dates a writing confirming that
5 such expression of intent was made; or

6 4. For an electronic health care agency, by deleting
7 in a manner indicating the intention to revoke. An
8 electronic health care agency may be revoked
9 electronically using a generic, technology-neutral system
10 in which each user is assigned a unique identifier that is
11 securely maintained and in a manner that meets the
12 regulatory requirements for a digital or electronic
13 signature. Compliance with the standards defined in the
14 Uniform Electronic Transactions ~~Electronic Commerce~~
15 ~~Security~~ Act or the implementing rules of the Hospital
16 Licensing Act for medical record entry authentication for
17 author validation of the documentation, content accuracy,
18 and completeness meets this standard.

19 (b) Every health care agency may be amended at any time by
20 a written amendment signed and dated by the principal or
21 person acting at the direction of the principal.

22 (c) Any person, other than the agent, to whom a revocation
23 or amendment is communicated or delivered shall make all
24 reasonable efforts to inform the agent of that fact as
25 promptly as possible.

26 (Source: P.A. 101-163, eff. 1-1-20.)

1 (755 ILCS 45/4-10) (from Ch. 110 1/2, par. 804-10)

2 Sec. 4-10. Statutory short form power of attorney for
3 health care.

4 (a) The form prescribed in this Section (sometimes also
5 referred to in this Act as the "statutory health care power")
6 may be used to grant an agent powers with respect to the
7 principal's own health care; but the statutory health care
8 power is not intended to be exclusive nor to cover delegation
9 of a parent's power to control the health care of a minor
10 child, and no provision of this Article shall be construed to
11 invalidate or bar use by the principal of any other or
12 different form of power of attorney for health care.
13 Nonstatutory health care powers must be executed by the
14 principal, designate the agent and the agent's powers, and
15 comply with the limitations in Section 4-5 of this Article,
16 but they need not be witnessed or conform in any other respect
17 to the statutory health care power.

18 No specific format is required for the statutory health
19 care power of attorney other than the notice must precede the
20 form. The statutory health care power may be included in or
21 combined with any other form of power of attorney governing
22 property or other matters.

23 The signature and execution requirements set forth in this
24 Article are satisfied by: (i) written signatures or initials;
25 or (ii) electronic signatures or computer-generated signature

1 codes. Electronic documents under this Act may be created,
2 signed, or revoked electronically using a generic,
3 technology-neutral system in which each user is assigned a
4 unique identifier that is securely maintained and in a manner
5 that meets the regulatory requirements for a digital or
6 electronic signature. Compliance with the standards defined in
7 the Uniform Electronic Transactions ~~Electronic Commerce~~
8 ~~Security~~ Act or the implementing rules of the Hospital
9 Licensing Act for medical record entry authentication for
10 author validation of the documentation, content accuracy, and
11 completeness meets this standard.

12 (b) The Illinois Statutory Short Form Power of Attorney
13 for Health Care shall be substantially as follows:

14 NOTICE TO THE INDIVIDUAL SIGNING

15 THE POWER OF ATTORNEY FOR HEALTH CARE

16 No one can predict when a serious illness or accident
17 might occur. When it does, you may need someone else to speak
18 or make health care decisions for you. If you plan now, you can
19 increase the chances that the medical treatment you get will
20 be the treatment you want.

21 In Illinois, you can choose someone to be your "health
22 care agent". Your agent is the person you trust to make health
23 care decisions for you if you are unable or do not want to make
24 them yourself. These decisions should be based on your
25 personal values and wishes.

1 It is important to put your choice of agent in writing. The
2 written form is often called an "advance directive". You may
3 use this form or another form, as long as it meets the legal
4 requirements of Illinois. There are many written and on-line
5 resources to guide you and your loved ones in having a
6 conversation about these issues. You may find it helpful to
7 look at these resources while thinking about and discussing
8 your advance directive.

9 WHAT ARE THE THINGS I WANT MY
10 HEALTH CARE AGENT TO KNOW?

11 The selection of your agent should be considered
12 carefully, as your agent will have the ultimate
13 decision-making authority once this document goes into effect,
14 in most instances after you are no longer able to make your own
15 decisions. While the goal is for your agent to make decisions
16 in keeping with your preferences and in the majority of
17 circumstances that is what happens, please know that the law
18 does allow your agent to make decisions to direct or refuse
19 health care interventions or withdraw treatment. Your agent
20 will need to think about conversations you have had, your
21 personality, and how you handled important health care issues
22 in the past. Therefore, it is important to talk with your agent
23 and your family about such things as:

- 24 (i) What is most important to you in your life?
25 (ii) How important is it to you to avoid pain and

1 suffering?

2 (iii) If you had to choose, is it more important to you
3 to live as long as possible, or to avoid prolonged
4 suffering or disability?

5 (iv) Would you rather be at home or in a hospital for
6 the last days or weeks of your life?

7 (v) Do you have religious, spiritual, or cultural
8 beliefs that you want your agent and others to consider?

9 (vi) Do you wish to make a significant contribution to
10 medical science after your death through organ or whole
11 body donation?

12 (vii) Do you have an existing advance directive, such
13 as a living will, that contains your specific wishes about
14 health care that is only delaying your death? If you have
15 another advance directive, make sure to discuss with your
16 agent the directive and the treatment decisions contained
17 within that outline your preferences. Make sure that your
18 agent agrees to honor the wishes expressed in your advance
19 directive.

20 WHAT KIND OF DECISIONS CAN MY AGENT MAKE?

21 If there is ever a period of time when your physician
22 determines that you cannot make your own health care
23 decisions, or if you do not want to make your own decisions,
24 some of the decisions your agent could make are to:

25 (i) talk with physicians and other health care

1 providers about your condition.

2 (ii) see medical records and approve who else can see
3 them.

4 (iii) give permission for medical tests, medicines,
5 surgery, or other treatments.

6 (iv) choose where you receive care and which
7 physicians and others provide it.

8 (v) decide to accept, withdraw, or decline treatments
9 designed to keep you alive if you are near death or not
10 likely to recover. You may choose to include guidelines
11 and/or restrictions to your agent's authority.

12 (vi) agree or decline to donate your organs or your
13 whole body if you have not already made this decision
14 yourself. This could include donation for transplant,
15 research, and/or education. You should let your agent know
16 whether you are registered as a donor in the First Person
17 Consent registry maintained by the Illinois Secretary of
18 State or whether you have agreed to donate your whole body
19 for medical research and/or education.

20 (vii) decide what to do with your remains after you
21 have died, if you have not already made plans.

22 (viii) talk with your other loved ones to help come to
23 a decision (but your designated agent will have the final
24 say over your other loved ones).

25 Your agent is not automatically responsible for your
26 health care expenses.

1 WHOM SHOULD I CHOOSE TO BE MY HEALTH CARE AGENT?

2 You can pick a family member, but you do not have to. Your
3 agent will have the responsibility to make medical treatment
4 decisions, even if other people close to you might urge a
5 different decision. The selection of your agent should be done
6 carefully, as he or she will have ultimate decision-making
7 authority for your treatment decisions once you are no longer
8 able to voice your preferences. Choose a family member,
9 friend, or other person who:

10 (i) is at least 18 years old;

11 (ii) knows you well;

12 (iii) you trust to do what is best for you and is
13 willing to carry out your wishes, even if he or she may not
14 agree with your wishes;

15 (iv) would be comfortable talking with and questioning
16 your physicians and other health care providers;

17 (v) would not be too upset to carry out your wishes if
18 you became very sick; and

19 (vi) can be there for you when you need it and is
20 willing to accept this important role.

21 WHAT IF MY AGENT IS NOT AVAILABLE OR IS

22 UNWILLING TO MAKE DECISIONS FOR ME?

23 If the person who is your first choice is unable to carry
24 out this role, then the second agent you chose will make the

1 decisions; if your second agent is not available, then the
2 third agent you chose will make the decisions. The second and
3 third agents are called your successor agents and they
4 function as back-up agents to your first choice agent and may
5 act only one at a time and in the order you list them.

6 WHAT WILL HAPPEN IF I DO NOT
7 CHOOSE A HEALTH CARE AGENT?

8 If you become unable to make your own health care
9 decisions and have not named an agent in writing, your
10 physician and other health care providers will ask a family
11 member, friend, or guardian to make decisions for you. In
12 Illinois, a law directs which of these individuals will be
13 consulted. In that law, each of these individuals is called a
14 "surrogate".

15 There are reasons why you may want to name an agent rather
16 than rely on a surrogate:

17 (i) The person or people listed by this law may not be
18 who you would want to make decisions for you.

19 (ii) Some family members or friends might not be able
20 or willing to make decisions as you would want them to.

21 (iii) Family members and friends may disagree with one
22 another about the best decisions.

23 (iv) Under some circumstances, a surrogate may not be
24 able to make the same kinds of decisions that an agent can
25 make.

1 WHAT IF THERE IS NO ONE AVAILABLE

2 WHOM I TRUST TO BE MY AGENT?

3 In this situation, it is especially important to talk to
4 your physician and other health care providers and create
5 written guidance about what you want or do not want, in case
6 you are ever critically ill and cannot express your own
7 wishes. You can complete a living will. You can also write your
8 wishes down and/or discuss them with your physician or other
9 health care provider and ask him or her to write it down in
10 your chart. You might also want to use written or on-line
11 resources to guide you through this process.

12 WHAT DO I DO WITH THIS FORM ONCE I COMPLETE IT?

13 Follow these instructions after you have completed the
14 form:

15 (i) Sign the form in front of a witness. See the form
16 for a list of who can and cannot witness it.

17 (ii) Ask the witness to sign it, too.

18 (iii) There is no need to have the form notarized.

19 (iv) Give a copy to your agent and to each of your
20 successor agents.

21 (v) Give another copy to your physician.

22 (vi) Take a copy with you when you go to the hospital.

23 (vii) Show it to your family and friends and others
24 who care for you.

1 WHAT IF I CHANGE MY MIND?

2 You may change your mind at any time. If you do, tell
3 someone who is at least 18 years old that you have changed your
4 mind, and/or destroy your document and any copies. If you
5 wish, fill out a new form and make sure everyone you gave the
6 old form to has a copy of the new one, including, but not
7 limited to, your agents and your physicians.

8 WHAT IF I DO NOT WANT TO USE THIS FORM?

9 In the event you do not want to use the Illinois statutory
10 form provided here, any document you complete must be executed
11 by you, designate an agent who is over 18 years of age and not
12 prohibited from serving as your agent, and state the agent's
13 powers, but it need not be witnessed or conform in any other
14 respect to the statutory health care power.

15 If you have questions about the use of any form, you may
16 want to consult your physician, other health care provider,
17 and/or an attorney.

18 MY POWER OF ATTORNEY FOR HEALTH CARE

19 THIS POWER OF ATTORNEY REVOKES ALL PREVIOUS POWERS OF ATTORNEY
20 FOR HEALTH CARE. (You must sign this form and a witness must
21 also sign it before it is valid)

1 My name (Print your full name):

2 My address:.....

3 I WANT THE FOLLOWING PERSON TO BE MY HEALTH CARE AGENT

4 (an agent is your personal representative under state and
5 federal law):

6 (Agent name)

7 (Agent address).....

8 (Agent phone number)

9 (Please check box if applicable) If a guardian of my
10 person is to be appointed, I nominate the agent acting under
11 this power of attorney as guardian.

12 SUCCESSOR HEALTH CARE AGENT(S) (optional):

13 If the agent I selected is unable or does not want to make
14 health care decisions for me, then I request the person(s) I
15 name below to be my successor health care agent(s). Only one
16 person at a time can serve as my agent (add another page if you
17 want to add more successor agent names):

18

19 (Successor agent #1 name, address and phone number)

20

21 (Successor agent #2 name, address and phone number)

22 MY AGENT CAN MAKE HEALTH CARE DECISIONS FOR ME, INCLUDING:

1 (i) Deciding to accept, withdraw or decline treatment
2 for any physical or mental condition of mine, including
3 life-and-death decisions.

4 (ii) Agreeing to admit me to or discharge me from any
5 hospital, home, or other institution, including a mental
6 health facility.

7 (iii) Having complete access to my medical and mental
8 health records, and sharing them with others as needed,
9 including after I die.

10 (iv) Carrying out the plans I have already made, or,
11 if I have not done so, making decisions about my body or
12 remains, including organ, tissue or whole body donation,
13 autopsy, cremation, and burial.

14 The above grant of power is intended to be as broad as
15 possible so that my agent will have the authority to make any
16 decision I could make to obtain or terminate any type of health
17 care, including withdrawal of nutrition and hydration and
18 other life-sustaining measures.

19 I AUTHORIZE MY AGENT TO (please check any one box):

20 Make decisions for me only when I cannot make them for
21 myself. The physician(s) taking care of me will determine
22 when I lack this ability.

23 (If no box is checked, then the box above shall be
24 implemented.) OR

25 Make decisions for me only when I cannot make them for

1 myself. The physician(s) taking care of me will determine
2 when I lack this ability. Starting now, for the purpose of
3 assisting me with my health care plans and decisions, my
4 agent shall have complete access to my medical and mental
5 health records, the authority to share them with others as
6 needed, and the complete ability to communicate with my
7 personal physician(s) and other health care providers,
8 including the ability to require an opinion of my
9 physician as to whether I lack the ability to make
10 decisions for myself. OR

11 Make decisions for me starting now and continuing
12 after I am no longer able to make them for myself. While I
13 am still able to make my own decisions, I can still do so
14 if I want to.

15 The subject of life-sustaining treatment is of particular
16 importance. Life-sustaining treatments may include tube
17 feedings or fluids through a tube, breathing machines, and
18 CPR. In general, in making decisions concerning
19 life-sustaining treatment, your agent is instructed to
20 consider the relief of suffering, the quality as well as the
21 possible extension of your life, and your previously expressed
22 wishes. Your agent will weigh the burdens versus benefits of
23 proposed treatments in making decisions on your behalf.

24 Additional statements concerning the withholding or
25 removal of life-sustaining treatment are described below.

1 These can serve as a guide for your agent when making decisions
2 for you. Ask your physician or health care provider if you have
3 any questions about these statements.

4 SELECT ONLY ONE STATEMENT BELOW THAT BEST EXPRESSES YOUR
5 WISHES (optional):

6 The quality of my life is more important than the
7 length of my life. If I am unconscious and my attending
8 physician believes, in accordance with reasonable medical
9 standards, that I will not wake up or recover my ability to
10 think, communicate with my family and friends, and
11 experience my surroundings, I do not want treatments to
12 prolong my life or delay my death, but I do want treatment
13 or care to make me comfortable and to relieve me of pain.

14 Staying alive is more important to me, no matter how
15 sick I am, how much I am suffering, the cost of the
16 procedures, or how unlikely my chances for recovery are. I
17 want my life to be prolonged to the greatest extent
18 possible in accordance with reasonable medical standards.

19 SPECIFIC LIMITATIONS TO MY AGENT'S DECISION-MAKING AUTHORITY:

20 The above grant of power is intended to be as broad as
21 possible so that your agent will have the authority to make any
22 decision you could make to obtain or terminate any type of
23 health care. If you wish to limit the scope of your agent's
24 powers or prescribe special rules or limit the power to

1 authorize autopsy or dispose of remains, you may do so
2 specifically in this form.

3

4

5 My signature:.....

6 Today's date:.....

7 HAVE YOUR WITNESS AGREE TO WHAT IS WRITTEN BELOW, AND THEN
8 COMPLETE THE SIGNATURE PORTION:

9 I am at least 18 years old. (check one of the options
10 below):

11 I saw the principal sign this document, or

12 the principal told me that the signature or mark on
13 the principal signature line is his or hers.

14 I am not the agent or successor agent(s) named in this
15 document. I am not related to the principal, the agent, or the
16 successor agent(s) by blood, marriage, or adoption. I am not
17 the principal's physician, advanced practice registered nurse,
18 dentist, podiatric physician, optometrist, psychologist, or a
19 relative of one of those individuals. I am not an owner or
20 operator (or the relative of an owner or operator) of the
21 health care facility where the principal is a patient or
22 resident.

23 Witness printed name:.....

24 Witness address:

1 Witness signature:

2 Today's date:.....

3 (c) The statutory short form power of attorney for health
4 care (the "statutory health care power") authorizes the agent
5 to make any and all health care decisions on behalf of the
6 principal which the principal could make if present and under
7 no disability, subject to any limitations on the granted
8 powers that appear on the face of the form, to be exercised in
9 such manner as the agent deems consistent with the intent and
10 desires of the principal. The agent will be under no duty to
11 exercise granted powers or to assume control of or
12 responsibility for the principal's health care; but when
13 granted powers are exercised, the agent will be required to
14 use due care to act for the benefit of the principal in
15 accordance with the terms of the statutory health care power
16 and will be liable for negligent exercise. The agent may act in
17 person or through others reasonably employed by the agent for
18 that purpose but may not delegate authority to make health
19 care decisions. The agent may sign and deliver all
20 instruments, negotiate and enter into all agreements and do
21 all other acts reasonably necessary to implement the exercise
22 of the powers granted to the agent. Without limiting the
23 generality of the foregoing, the statutory health care power
24 shall include the following powers, subject to any limitations
25 appearing on the face of the form:

1 (1) The agent is authorized to give consent to and
2 authorize or refuse, or to withhold or withdraw consent
3 to, any and all types of medical care, treatment or
4 procedures relating to the physical or mental health of
5 the principal, including any medication program, surgical
6 procedures, life-sustaining treatment or provision of food
7 and fluids for the principal.

8 (2) The agent is authorized to admit the principal to
9 or discharge the principal from any and all types of
10 hospitals, institutions, homes, residential or nursing
11 facilities, treatment centers and other health care
12 institutions providing personal care or treatment for any
13 type of physical or mental condition. The agent shall have
14 the same right to visit the principal in the hospital or
15 other institution as is granted to a spouse or adult child
16 of the principal, any rule of the institution to the
17 contrary notwithstanding.

18 (3) The agent is authorized to contract for any and
19 all types of health care services and facilities in the
20 name of and on behalf of the principal and to bind the
21 principal to pay for all such services and facilities, and
22 to have and exercise those powers over the principal's
23 property as are authorized under the statutory property
24 power, to the extent the agent deems necessary to pay
25 health care costs; and the agent shall not be personally
26 liable for any services or care contracted for on behalf

1 of the principal.

2 (4) At the principal's expense and subject to
3 reasonable rules of the health care provider to prevent
4 disruption of the principal's health care, the agent shall
5 have the same right the principal has to examine and copy
6 and consent to disclosure of all the principal's medical
7 records that the agent deems relevant to the exercise of
8 the agent's powers, whether the records relate to mental
9 health or any other medical condition and whether they are
10 in the possession of or maintained by any physician,
11 psychiatrist, psychologist, therapist, hospital, nursing
12 home or other health care provider. The authority under
13 this paragraph (4) applies to any information governed by
14 the Health Insurance Portability and Accountability Act of
15 1996 ("HIPAA") and regulations thereunder. The agent
16 serves as the principal's personal representative, as that
17 term is defined under HIPAA and regulations thereunder.

18 (5) The agent is authorized: to direct that an autopsy
19 be made pursuant to Section 2 of the Autopsy Act; to make a
20 disposition of any part or all of the principal's body
21 pursuant to the Illinois Anatomical Gift Act, as now or
22 hereafter amended; and to direct the disposition of the
23 principal's remains.

24 (6) At any time during which there is no executor or
25 administrator appointed for the principal's estate, the
26 agent is authorized to continue to pursue an application

1 or appeal for government benefits if those benefits were
2 applied for during the life of the principal.

3 (d) A physician may determine that the principal is unable
4 to make health care decisions for himself or herself only if
5 the principal lacks decisional capacity, as that term is
6 defined in Section 10 of the Health Care Surrogate Act.

7 (e) If the principal names the agent as a guardian on the
8 statutory short form, and if a court decides that the
9 appointment of a guardian will serve the principal's best
10 interests and welfare, the court shall appoint the agent to
11 serve without bond or security.

12 (Source: P.A. 100-513, eff. 1-1-18; 101-81, eff. 7-12-19;
13 101-163, eff. 1-1-20.)

14 Section 20.86. The Limited Liability Company Act is
15 amended by changing Section 1-6 as follows:

16 (805 ILCS 180/1-6)

17 Sec. 1-6. Electronic records. Any requirement in this Act
18 that there be a writing or that any document, instrument, or
19 agreement be written or in ink is subject to the provisions of
20 the Uniform Electronic Transactions ~~Electronic Commerce~~
21 ~~Security~~ Act.

22 (Source: P.A. 99-637, eff. 7-1-17.)

23 (5 ILCS 175/Act rep.)

1 Section 20.87. The Electronic Commerce Security Act is
2 repealed.

3 Section 99. Effective date. This Act takes effect upon
4 becoming law.