

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 other
23 than the Office of the Secretary of State; and administrative
24 units or corporate outgrowths of the State government which
25 are created by or pursuant to statute, other than units of
26 local government and their officers, school districts and

1 boards of election commissioners; all administrative units and
2 corporate outgrowths of the above and as may be created by
3 executive order of the Governor.

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

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

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

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

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

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

1 tribe or band, or Alaskan native village, which is recognized
2 by federal law or formally acknowledged by a State.

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

6 Section 3. Scope.

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

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

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

14 (2) The Uniform Commercial Code other than Sections
15 1-107 and 1-206, Article 2, and Article 2A.

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

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

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

1 the effective date of this Act.

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

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

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

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

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

23 (e) Whether an electronic record or electronic signature
24 has legal consequences is determined by this Act and other
25 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.

(a) If parties have agreed to conduct a transaction by electronic means and a law requires a person to provide, send, or deliver information in writing to another person, the requirement is satisfied if the information is provided, sent, or delivered, as the case may be, in an electronic record capable of retention by the recipient at the time of receipt. An electronic record is not capable of retention by the recipient if the sender or its information processing system inhibits the ability of the recipient to print or store the electronic record.

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

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

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

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

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

(d) The requirements of this Section may not be varied by

1 agreement, but:

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

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

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

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

20 (b) The effect of an electronic record or electronic
21 signature attributed to a person under subsection (a) shall be
22 determined from the context and surrounding circumstances at
23 the time of its creation, execution, or adoption, including
24 the parties' agreement, if any, and otherwise as provided by
25 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

1 other person, to destroy the consideration received,
2 if any, as a result of the erroneous electronic
3 record; and

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

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

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

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

20 Section 12. Retention of electronic records; originals.

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

24 (1) accurately reflects the information set forth in

1 the record after it was first generated in its final form
2 as an electronic record or otherwise; and

3 (2) remains accessible for later reference.

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

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

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

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

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

26 (g) This Section does not preclude a governmental agency

1 of this State from specifying additional requirements for the
2 retention of a record subject to the agency's jurisdiction.

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

6 Section 14. Automated transaction.

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

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

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

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

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

(a) Unless otherwise agreed between the sender and the recipient, an electronic record is sent when it:

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

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

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

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

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

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

(c) Subsection (b) applies even if the place the

1 information processing system is located is different from the
2 place the electronic record is deemed to be received under
3 subsection (d).

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

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

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

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

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

24 (g) If a person is aware that an electronic record
25 purportedly sent under subsection (a), or purportedly received
26 under subsection (b), was not actually sent or received, the

1 legal effect of the sending or receipt is determined by other
2 applicable law. Except to the extent permitted by the other
3 law, the requirements of this subsection may not be varied by
4 agreement.

5 Section 16. Transferable records.

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

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

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

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

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

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

1 unalterable;

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

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

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

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

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

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

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

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

1 under Section 3-302(a), 7-501, or 9-308 of the Uniform
2 Commercial Code are satisfied, the rights and defenses of a
3 holder in due course, a holder to which a negotiable document
4 of title has been duly negotiated, or a purchaser,
5 respectively. Delivery, possession, and indorsement are not
6 required to obtain or exercise any of the rights under this
7 subsection.

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

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

20 Section 17. Creation and retention of electronic records
21 and conversion of written records by Governmental agencies.
22 Each governmental agency of this State shall determine
23 whether, and the extent to which, it will create and retain
24 electronic records and convert written records to electronic
25 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;

(3) control processes and procedures as appropriate to ensure adequate preservation, disposition, integrity, security, confidentiality, and auditability of electronic records; and

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

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

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

Section 20. Severability clause. If any provision of this Act or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or

1 applications of this Act which can be given effect without the
2 invalid provision or application, and to this end the
3 provisions of this Act are severable.

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

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

12 (5 ILCS 70/1.15) (from Ch. 1, par. 1016)

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

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

1 Section 20.71. The Freedom of Information Act is amended
2 by changing Section 7 as follows:

3 (5 ILCS 140/7) (from Ch. 116, par. 207)

4 Sec. 7. Exemptions.

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

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

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

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

24 (c) Personal information contained within public
25 records, the disclosure of which would constitute a

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

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

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

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

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

(iv) unavoidably disclose the identity of a confidential source, confidential information furnished only by the confidential source, or persons who file complaints with or provide information to administrative, investigative, law enforcement, or penal agencies; except that the identities of witnesses to traffic accidents, traffic accident reports, and rescue reports shall be provided by agencies of local government, except when disclosure would interfere with an active criminal investigation conducted by the agency that is the recipient of the request;

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

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

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

25 (d-5) A law enforcement record created for law
26 enforcement purposes and contained in a shared electronic

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

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

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

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

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

(e-8) Records requested by a person committed to the Department of Corrections, Department of Human Services Division of Mental Health, or a county jail, the disclosure of which would result in the risk of harm to any person or the risk of an escape from a jail or correctional institution or facility.

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

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

(f) Preliminary drafts, notes, recommendations, memoranda and other records in which opinions are

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

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

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

1 managers or general partners. The exemption contained in
2 this item does not apply to the identity of a privately
3 held company within the investment portfolio of a private
4 equity fund, unless the disclosure of the identity of a
5 privately held company may cause competitive harm.

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

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

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

1 legal rights of the general public.

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

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

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

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

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

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

1 but only to the extent that disclosure would compromise
2 security.

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

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

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

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

1 security of the system or its data or the security of
2 materials exempt under this Section.

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

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

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

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

1 insurance pool) claims, loss or risk management
2 information, records, data, advice or communications.

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

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

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

1 pertaining to the mobilization or deployment of personnel
2 or equipment, to the operation of communication systems or
3 protocols, or to tactical operations.

4 (w) (Blank).

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

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

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

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

25 (bb) Records and information provided to a mortality
26 review team and records maintained by a mortality review

1 team appointed under the Department of Juvenile Justice
2 Mortality Review Team Act.

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

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

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

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

23 (gg) Confidential information described in Section
24 1-100 of the Illinois Independent Tax Tribunal Act of
25 2012.

26 (hh) The report submitted to the State Board of

1 Education by the School Security and Standards Task Force
2 under item (8) of subsection (d) of Section 2-3.160 of the
3 School Code and any information contained in that report.

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

15 (jj) Confidential information described in Section
16 5-535 of the Civil Administrative Code of Illinois.

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

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

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

1 prior to disclosure under this Act.

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

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

13 (Source: P.A. 100-26, eff. 8-4-17; 100-201, eff. 8-18-17;
14 100-732, eff. 8-3-18; 101-434, eff. 1-1-20; 101-452, eff.
15 1-1-20; 101-455, eff. 8-23-19; revised 9-27-19.)

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

18 (5 ILCS 315/6) (from Ch. 48, par. 1606)

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

21 (a) Employees of the State and any political subdivision
22 of the State, excluding employees of the General Assembly of
23 the State of Illinois and employees excluded from the
24 definition of "public employee" under subsection (n) of

1 Section 3 of this Act, have, and are protected in the exercise
2 of, the right of self-organization, and may form, join or
3 assist any labor organization, to bargain collectively through
4 representatives of their own choosing on questions of wages,
5 hours and other conditions of employment, not excluded by
6 Section 4 of this Act, and to engage in other concerted
7 activities not otherwise prohibited by law for the purposes of
8 collective bargaining or other mutual aid or protection, free
9 from interference, restraint or coercion. Employees also have,
10 and are protected in the exercise of, the right to refrain from
11 participating in any such concerted activities. Employees may
12 be required, pursuant to the terms of a lawful fair share
13 agreement, to pay a fee which shall be their proportionate
14 share of the costs of the collective bargaining process,
15 contract administration and pursuing matters affecting wages,
16 hours and other conditions of employment as defined in Section
17 3(g).

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

26 (c) A labor organization designated by the Board as the

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

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

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

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

26 As soon as practicable after receiving a request for any

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

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

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

26 (c-10) Employers shall provide to exclusive

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

5 (1) Access includes the following:

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

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

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

1 to one hour either within the first two weeks of
2 employment in the bargaining unit or at a later date
3 and time if mutually agreed upon by the employer and
4 the exclusive representative; and

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

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

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

26 (e) When a collective bargaining agreement is entered into

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

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

26 There is no impediment to an employee's right to resign

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

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

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

1 clause. For the benefit of any successor exclusive
2 representative certified under this Act, this provision shall
3 be applicable, provided the successor exclusive
4 representative:

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

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

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

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

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

23 (1) the public employer receives notice that a public
24 employee has revoked their authorization in writing in
25 accordance with the terms of the authorization; or
26 (2) the individual employee is no longer employed by

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

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

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

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

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

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

(f-35) The Illinois Labor Relations Board shall have exclusive jurisdiction over claims under Illinois law that allege that a labor organization has unlawfully collected dues from a public employee in violation of this Act. The Board shall by rule require that in cases in which a public employee alleges that a labor organization has unlawfully collected dues, the public employer shall continue to deduct the employee's dues from the employee's pay, but shall transmit the dues to the Board for deposit in an escrow account maintained by the Board. If the exclusive representative maintains an escrow account for the purpose of holding dues to which an employee has objected, the employer shall transmit the entire amount of dues to the exclusive representative, and the exclusive representative shall hold in escrow the dues that the employer would otherwise have been required to transmit to the Board for escrow; provided that the escrow account maintained by the exclusive representative complies with rules adopted by the Board or that the collective bargaining agreement requiring the payment of the dues contains an indemnification provision for the purpose of indemnifying the employer with respect to the employer's transmission of dues to the exclusive representative.

(f-40) If any clause, sentence, paragraph, or subparagraph of this Section shall be adjudged by a court of competent jurisdiction to be unconstitutional or otherwise invalid, that judgment shall not affect, impair, or invalidate the remainder

1 thereof, but shall be confined in its operation to the clause,
2 sentence, paragraph, or subparagraph of this Section directly
3 involved in the controversy in which that judgment shall have
4 been rendered.

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

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

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

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

4 (20 ILCS 35/20)

5 Sec. 20. Electronic transfer of records. Notwithstanding
6 any law to the contrary, all government agencies are
7 encouraged to employ electronic means of transferring records
8 when appropriate. Government agencies may send by electronic
9 transmission any document, report, or record that State law
10 would otherwise require to be placed in the U.S. mail. Those
11 electronic records shall be protected as required by the
12 Uniform Electronic Transactions Act ~~Electronic Commerce~~
13 ~~Security Act (5 ILCS 175/).~~

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

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

18 (20 ILCS 2310/2310-600)

19 Sec. 2310-600. Advance directive information.

20 (a) The Department of Public Health shall prepare and
21 publish the summary of advance directives law, as required by
22 the federal Patient Self-Determination Act, and related forms.

1 Publication may be limited to the World Wide Web. The summary
2 required under this subsection (a) must include the Department
3 of Public Health Uniform POLST form.

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

6 (1) The statutory Living Will Declaration form.

7 (2) The Illinois Statutory Short Form Power of
8 Attorney for Health Care.

9 (3) The statutory Declaration of Mental Health
10 Treatment Form.

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

12 (5) The Department of Public Health Uniform POLST
13 form.

14 Publication may be limited to the World Wide Web.

15 (b-5) In consultation with a statewide professional
16 organization representing physicians licensed to practice
17 medicine in all its branches, statewide organizations
18 representing physician assistants, advanced practice
19 registered nurses, nursing homes, registered professional
20 nurses, and emergency medical systems, and a statewide
21 organization representing hospitals, the Department of Public
22 Health shall develop and publish a uniform form for
23 practitioner cardiopulmonary resuscitation (CPR) or
24 life-sustaining treatment orders that may be utilized in all
25 settings. The form shall meet the published minimum
26 requirements to nationally be considered a practitioner orders

1 for life-sustaining treatment form, or POLST, and may be
2 referred to as the Department of Public Health Uniform POLST
3 form. An electronic version of the Uniform POLST form under
4 this Act may be created, signed, or revoked electronically
5 using a generic, technology-neutral system in which each user
6 is assigned a unique identifier that is securely maintained
7 and in a manner that meets the regulatory requirements for a
8 digital or electronic signature. Compliance with the standards
9 defined in the Uniform Electronic Transactions Act ~~Electronic~~
10 ~~Commerce Security Act~~ or the implementing rules of the
11 Hospital Licensing Act for medical record entry authentication
12 for author validation of the documentation, content accuracy,
13 and completeness meets this standard. This form does not
14 replace a physician's or other practitioner's authority to
15 make a do-not-resuscitate (DNR) order.

16 (b-10) In consultation with a statewide professional
17 organization representing physicians licensed to practice
18 medicine in all its branches, statewide organizations
19 representing physician assistants, advanced practice
20 registered nurses, nursing homes, registered professional
21 nurses, and emergency medical systems, a statewide bar
22 association, a national bar association with an Illinois
23 chapter that concentrates in elder and disability law, a
24 not-for-profit organ procurement organization that coordinates
25 organ and tissue donation, a statewide committee or group
26 responsible for stakeholder education about POLST issues, and

1 a statewide organization representing hospitals, the
2 Department of Public Health shall study the feasibility of
3 creating a statewide registry of advance directives and POLST
4 forms. The registry would allow residents of this State to
5 submit the forms and for the forms to be made available to
6 health care providers and professionals in a timely manner for
7 the provision of care or services. This study must be filed
8 with the General Assembly on or before January 1, 2021.

9 (c) (Blank).

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

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

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

17 (50 ILCS 55/10)

18 Sec. 10. Definitions.

19 (a) As used in this Act:

20 "Electronic notification delivery system" means a computer
21 program that notifies interested parties of a unit of local
22 government's action and that may have features that confirm
23 physical addresses and email addresses, confirm ownership, and
24 confirm receipt of an electronic notification.

1 "Electronic notification recipient" means a person who
2 affirmatively informs a unit of local government or county
3 officer that he or she would like to receive electronically a
4 notification that would have been sent by the unit of local
5 government or county officer via United States mail.

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

8 (1) the electronic notification recipient provides a
9 birthdate and Social Security number that can be matched
10 with the records of the Secretary of State or the county
11 clerk;

12 (2) a mailing sent by United States mail to the
13 electronic notification recipient is responded to
14 digitally with a unique code;

15 (3) the electronic notification recipient uses an
16 electronic ~~a digital~~ signature as defined in the Uniform
17 Electronic Transactions Act ~~Electronic Commerce Security~~
18 ~~Act~~, or

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

22 (c) For the purposes of this Act, a physical address of an
23 electronic notification recipient is confirmed if the
24 electronic notification recipient's address is matched with
25 the records of the Secretary of State and an email address of
26 an electronic notification recipient is confirmed when an

1 email to that email address has been delivered and
2 affirmatively responded to in a way that can be tracked by the
3 electronic notification delivery system.

4 (d) For the purposes of this Act, an electronic
5 notification recipient's ownership is confirmed if his or her
6 name is matched with the records of the county recorder of
7 deeds.

8 (e) For the purposes of this Act, the receipt of an
9 electronic notification is confirmed if an electronic
10 notification recipient:

11 (1) responds to the electronic notification; or
12 (2) reads the electronic notification in an electronic
13 notification delivery system that is able to track that an
14 email has been opened.

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

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

18 (115 ILCS 5/11.1)

19 Sec. 11.1. Dues collection.

20 (a) Employers shall make payroll deductions of employee
21 organization dues, initiation fees, assessments, and other
22 payments for an employee organization that is the exclusive
23 representative. Such deductions shall be made in accordance
24 with the terms of an employee's written authorization and

1 shall be paid to the exclusive representative. Written
2 authorization may be evidenced by electronic communications,
3 and such writing or communication may be evidenced by the
4 electronic signature of the employee as provided under Uniform
5 Electronic Transactions ~~Section 5120 of the Electronic~~
6 ~~Commerce Security~~ Act.

7 There is no impediment to an employee's right to resign
8 union membership at any time. However, notwithstanding any
9 other provision of law to the contrary regarding authorization
10 and deduction of dues or other payments to a labor
11 organization, the exclusive representative and an educational
12 employee may agree to reasonable limits on the right of the
13 employee to revoke such authorization, including a period of
14 irrevocability that exceeds one year. An authorization that is
15 irrevocable for one year, which may be automatically renewed
16 for successive annual periods in accordance with the terms of
17 the authorization, and that contains at least an annual 10-day
18 period of time during which the educational employee may
19 revoke the authorization, shall be deemed reasonable. This
20 Section shall apply to all claims that allege that an
21 educational employer or employee organization has improperly
22 deducted or collected dues from an employee without regard to
23 whether the claims or the facts upon which they are based
24 occurred before, on, or after the effective date of this
25 amendatory Act of the 101st General Assembly and shall apply
26 retroactively to the maximum extent permitted by law.

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

(c) Deductions shall remain in effect until:

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

(2) the individual educational employee is no longer employed by the educational employer in a bargaining unit position represented by the same exclusive representative; provided that if such employee is, within a period of one year, employed by the same educational employer in a position represented by the same employee organization, the right to dues deduction shall be automatically reinstated.

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

Should the individual educational employee who has signed a dues deduction authorization card either be removed from an

1 educational employer's payroll or otherwise placed on any type
2 of involuntary or voluntary leave of absence, whether paid or
3 unpaid, the employee's dues deduction shall be continued upon
4 that employee's return to the payroll in a bargaining unit
5 position represented by the same exclusive representative or
6 restoration to active duty from such a leave of absence.

7 (d) Unless otherwise mutually agreed by the educational
8 employer and the exclusive representative, employee requests
9 to authorize, revoke, cancel, or change authorizations for
10 payroll deductions for employee organizations shall be
11 directed to the employee organization rather than to the
12 educational employer. The employee organization shall be
13 responsible for initially processing and notifying the
14 educational employer of proper requests or providing proper
15 requests to the employer. If the requests are not provided to
16 the educational employer, the employer shall rely on
17 information provided by the employee organization regarding
18 whether deductions for an employee organization were properly
19 authorized, revoked, canceled, or changed, and the employee
20 organization shall indemnify the educational employer for any
21 damages and reasonable costs incurred for any claims made by
22 educational employees for deductions made in good faith
23 reliance on that information.

24 (e) Upon receipt by the exclusive representative of an
25 appropriate written authorization from an individual
26 educational employee, written notice of authorization shall be

1 provided to the educational employer and any authorized
2 deductions shall be made in accordance with law. The employee
3 organization shall indemnify the educational employer for any
4 damages and reasonable costs incurred for any claims made by
5 an educational employee for deductions made in good faith
6 reliance on its notification.

7 (f) The failure of an educational employer to comply with
8 the provisions of this Section shall be a violation of the duty
9 to bargain and an unfair labor practice. Relief for the
10 violation shall be reimbursement by the educational employer
11 of dues that should have been deducted or paid based on a valid
12 authorization given by the educational employee or employees.
13 In addition, the provisions of a collective bargaining
14 agreement that contain the obligations set forth in this
15 Section may be enforced in accordance with Section 10.

16 (g) The Illinois Educational Labor Relations Board shall
17 have exclusive jurisdiction over claims under Illinois law
18 that allege an educational employer or employee organization
19 has unlawfully deducted or collected dues from an educational
20 employee in violation of this Act. The Board shall by rule
21 require that in cases in which an educational employee alleges
22 that an employee organization has unlawfully collected dues,
23 the educational employer shall continue to deduct the
24 employee's dues from the employee's pay, but shall transmit
25 the dues to the Board for deposit in an escrow account
26 maintained by the Board. If the exclusive representative

1 maintains an escrow account for the purpose of holding dues to
2 which an employee has objected, the employer shall transmit
3 the entire amount of dues to the exclusive representative, and
4 the exclusive representative shall hold in escrow the dues
5 that the employer would otherwise have been required to
6 transmit to the Board for escrow; provided that the escrow
7 account maintained by the exclusive representative complies
8 with rules adopted by the Board or that the collective
9 bargaining agreement requiring the payment of the dues
10 contains an indemnification provision for the purpose of
11 indemnifying the employer with respect to the employer's
12 transmission of dues to the exclusive representative.

13 (h) If a collective bargaining agreement that includes a
14 dues deduction clause expires or continues in effect beyond
15 its scheduled expiration date pending the negotiation of a
16 successor agreement, then the employer shall continue to honor
17 and abide by the dues deduction clause until a new agreement
18 that includes a dues deduction clause is reached. Failure to
19 honor and abide by the dues deduction clause for the benefit of
20 any exclusive representative as set forth in this subsection
21 (h) shall be a violation of the duty to bargain and an unfair
22 labor practice. For the benefit of any successor exclusive
23 representative certified under this Act, this provision shall
24 be applicable, provided the successor exclusive representative
25 presents the employer with employee written authorizations or
26 certifications from the exclusive representative for the

1 deduction of dues, assessments, and fees under this subsection
2 (h).

3 (i) (1) If any clause, sentence, paragraph, or subdivision
4 of this Section shall be adjudged by a court of competent
5 jurisdiction to be unconstitutional or otherwise invalid, that
6 judgment shall not affect, impair, or invalidate the remainder
7 thereof, but shall be confined in its operation to the clause,
8 sentence, paragraph, or subdivision of this Section directly
9 involved in the controversy in which such judgment shall have
10 been rendered.

11 (2) If any clause, sentence, paragraph, or part of a
12 signed authorization for payroll deductions shall be adjudged
13 by a court of competent jurisdiction to be unconstitutional or
14 otherwise invalid, that judgment shall not affect, impair, or
15 invalidate the remainder of the signed authorization, but
16 shall be confined in its operation to the clause, sentence,
17 paragraph, or part of the signed authorization directly
18 involved in the controversy in which such judgment shall have
19 been rendered.

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

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

23 (205 ILCS 305/10.2)

24 Sec. 10.2. Electronic records.

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

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

(c) If a provision of this Act requires a policy, record, notice or other document or information to be mailed or otherwise furnished, posted, or disclosed by a credit union, electronic delivery or distribution satisfies that rule of law. Policies and notifications of general interest to or impact on the membership may be posted on a credit union's website or disclosed in membership newsletters or account statements, in addition to, or in lieu of, any other methods of notification or distribution specified in this Act.

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

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

Sec. 19. Meeting of members.

(1) The annual meeting shall be held each year during the months of January, February or March or such other month as may be approved by the Department. The meeting shall be held at the time, place and in the manner set forth in the bylaws. Any special meetings of the members of the credit union shall be held at the time, place and in the manner set forth in the

1 bylaws. Unless otherwise set forth in this Act, quorum
2 requirements for meetings of members shall be established by a
3 credit union in its bylaws. Notice of all meetings must be
4 given by the secretary of the credit union at least 7 days
5 before the date of such meeting, either by handing a written or
6 printed notice to each member of the credit union, by mailing
7 the notice to the member at his address as listed on the books
8 and records of the credit union, or by posting a notice of the
9 meeting in three conspicuous places, including the office of
10 the credit union.

11 (2) On all questions and at all elections, except election
12 of directors, each member has one vote regardless of the
13 number of his shares. There shall be no voting by proxy except
14 on the election of directors, proposals for merger or
15 voluntary dissolution. Members may vote on questions and in
16 elections by secure electronic record if approved by the board
17 of directors. All voting on the election of directors shall be
18 by ballot, but when there is no contest, written or electronic
19 ballots need not be cast. The record date to be used for the
20 purpose of determining which members are entitled to notice of
21 or to vote at any meeting of members, may be fixed in advance
22 by the directors on a date not more than 90 days nor less than
23 10 days prior to the date of the meeting. If no record date is
24 fixed by the directors, the first day on which notice of the
25 meeting is given, mailed or posted is the record date.

26 (3) Regardless of the number of shares owned by a society,

1 association, club, partnership, other credit union or
2 corporation, having membership in the credit union, it shall
3 be entitled to only one vote and it may be represented and have
4 its vote cast by its designated agent acting on its behalf
5 pursuant to a resolution adopted by the organization's board
6 of directors or similar governing authority; provided that the
7 credit union shall obtain a certified copy of such resolution
8 before such vote may be cast.

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

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

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

21 (205 ILCS 305/20) (from Ch. 17, par. 4421)

22 Sec. 20. Election or appointment of officials.

23 (1) The credit union shall be directed by a board of
24 directors consisting of no less than 7 in number, to be elected
25 at the annual meeting by and from the members. Directors shall

1 hold office until the next annual meeting, unless their terms
2 are staggered. Upon amendment of its bylaws, a credit union
3 may divide the directors into 2 or 3 classes with each class as
4 nearly equal in number as possible. The term of office of the
5 directors of the first class shall expire at the first annual
6 meeting after their election, that of the second class shall
7 expire at the second annual meeting after their election, and
8 that of the third class, if any, shall expire at the third
9 annual meeting after their election. At each annual meeting
10 after the classification, the number of directors equal to the
11 number of directors whose terms expire at the time of the
12 meeting shall be elected to hold office until the second
13 succeeding annual meeting if there are 2 classes or until the
14 third succeeding annual meeting if there are 3 classes. A
15 director shall hold office for the term for which he or she is
16 elected and until his or her successor is elected and
17 qualified.

18 (1.5) Except as provided in subsection (1.10), in all
19 elections for directors, every member has the right to vote,
20 in person, by proxy, or by secure electronic record if
21 approved by the board of directors, the number of shares owned
22 by him, or in the case of a member other than a natural person,
23 the member's one vote, for as many persons as there are
24 directors to be elected, or to cumulate such shares, and give
25 one candidate as many votes as the number of directors
26 multiplied by the number of his shares equals, or to

1 distribute them on the same principle among as many candidates
2 as he may desire and the directors shall not be elected in any
3 other manner. Shares held in a joint account owned by more than
4 one member may be voted by any one of the members, however, the
5 number of cumulative votes cast may not exceed a total equal to
6 the number of shares multiplied by the number of directors to
7 be elected. A majority of the shares entitled to vote shall be
8 represented either in person or by proxy for the election of
9 directors. Each director shall wholly take and subscribe to an
10 oath that he will diligently and honestly perform his duties
11 in administering the affairs of the credit union, that while
12 he may delegate to another the performance of those
13 administrative duties he is not thereby relieved from his
14 responsibility for their performance, that he will not
15 knowingly violate or permit to be violated any law applicable
16 to the credit union, and that he is the owner of at least one
17 share of the credit union.

18 (1.10) Upon amendment of a credit union's bylaws approved
19 by the members, in all elections for directors, every member
20 who is a natural person shall have the right to cast one vote,
21 regardless of the number of his or her shares, in person, by
22 proxy, or by secure electronic record if approved by the board
23 of directors, for as many persons as there are directors to be
24 elected.

25 (1.15) If the board of directors has adopted a policy
26 addressing age eligibility standards on voting, holding

1 office, or petitioning the board, then a credit union may
2 require (i) that members be at least 18 years of age by the
3 date of the meeting in order to vote at meetings of the
4 members, sign nominating petitions, or sign petitions
5 requesting special meetings, and (ii) that members be at least
6 18 years of age by the date of election or appointment in order
7 to hold elective or appointive office.

8 (2) The board of directors shall appoint from among the
9 members of the credit union, a supervisory committee of not
10 less than 3 members at the organization meeting and within 30
11 days following each annual meeting of the members for such
12 terms as the bylaws provide. Members of the supervisory
13 committee may, but need not be, on the board of directors, but
14 shall not be officers of the credit union, members of the
15 credit committee, or the credit manager if no credit committee
16 has been appointed.

17 (3) The board of directors may appoint, from among the
18 members of the credit union, a credit committee consisting of
19 an odd number, not less than 3 for such terms as the bylaws
20 provide. Members of the credit committee may, but need not be,
21 directors or officers of the credit union, but shall not be
22 members of the supervisory committee.

23 (4) The board of directors may appoint from among the
24 members of the credit union a membership committee of one or
25 more persons. If appointed, the committee shall act upon all
26 applications for membership and submit a report of its actions

1 to the board of directors at the next regular meeting for
2 review. If no membership committee is appointed, credit union
3 management shall act upon all applications for membership and
4 submit a report of its actions to the board of directors at the
5 next regular meeting for review.

6 (5) As used in this Section, "electronic" and "electronic
7 record" have the meanings ascribed to those terms in the
8 Uniform Electronic Transactions ~~Electronic Commerce Security~~
9 Act. As used in this Section, "secured electronic record"
10 means an electronic record that meets the criteria set forth
11 in Uniform Electronic Transactions ~~Section 10-105 of the~~
12 ~~Electronic Commerce Security~~ Act.

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

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

16 (215 ILCS 5/143.34)

17 Sec. 143.34. Electronic notices and documents.

18 (a) As used in this Section:

19 "Delivered by electronic means" includes:

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

22 (2) posting on an electronic network or site
23 accessible via the Internet, mobile application, computer,
24 mobile device, tablet, or any other electronic device,

1 together with separate notice of the posting, which shall
2 be provided by electronic mail to the address at which the
3 party has consented to receive notice or by any other
4 delivery method that has been consented to by the party.

5 "Party" means any recipient of any notice or document
6 required as part of an insurance transaction, including, but
7 not limited to, an applicant, an insured, a policyholder, or
8 an annuity contract holder.

9 (b) Subject to the requirements of this Section, any
10 notice to a party or any other document required under
11 applicable law in an insurance transaction or that is to serve
12 as evidence of insurance coverage may be delivered, stored,
13 and presented by electronic means so long as it meets the
14 requirements of the Uniform Electronic Transactions ~~Electronic~~
15 Commerce Security Act.

16 (c) Delivery of a notice or document in accordance with
17 this Section shall be considered equivalent to any delivery
18 method required under applicable law, including delivery by
19 first class mail; first class mail, postage prepaid; certified
20 mail; certificate of mail; or certificate of mailing.

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

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

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

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

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

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

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

(3) the party:

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

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

(4) after consent of the party is given, the insurer, in the event a change in the hardware or software requirements needed to access or retain a notice or

1 document delivered by electronic means creates a material
2 risk that the party will not be able to access or retain a
3 subsequent notice or document to which the consent
4 applies:

5 (A) provides the party with a statement that
6 describes:

7 (i) the revised hardware and software
8 requirements for access to and retention of a
9 notice or document delivered by electronic means;
10 and

11 (ii) the right of the party to withdraw
12 consent without the imposition of any condition or
13 consequence that was not disclosed at the time of
14 initial consent; and

15 (B) complies with paragraph (2) of this subsection
16 (d).

17 (e) Delivery of a notice or document in accordance with
18 this Section does not affect requirements related to content
19 or timing of any notice or document required under applicable
20 law.

21 (f) If a provision of this Section or applicable law
22 requiring a notice or document to be provided to a party
23 expressly requires verification or acknowledgment of receipt
24 of the notice or document, the notice or document may be
25 delivered by electronic means only if the method used provides
26 for verification or acknowledgment of receipt.

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

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

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

Failure by an insurer to comply with paragraph (4) of subsection (d) of this Section and subsection (j) of this Section may be treated, at the election of the party, as a withdrawal of consent for purposes of this Section.

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

(j) If the consent of a party to receive certain notices or documents in an electronic form is on file with an insurer before the effective date of this amendatory Act of the 99th

1 General Assembly and, pursuant to this Section, an insurer
2 intends to deliver additional notices or documents to the
3 party in an electronic form, then prior to delivering such
4 additional notices or documents electronically, the insurer
5 shall:

6 (1) provide the party with a statement that
7 describes:

8 (A) the notices or documents that shall be
9 delivered by electronic means under this Section
10 that were not previously delivered electronically;
11 and

12 (B) the party's right to withdraw consent to
13 have notices or documents delivered by electronic
14 means without the imposition of any condition or
15 consequence that was not disclosed at the time of
16 initial consent; and

17 (2) comply with paragraph (2) of subsection (d) of
18 this Section.

19 (k) An insurer shall deliver a notice or document by any
20 other delivery method permitted by law other than electronic
21 means if:

22 (1) the insurer attempts to deliver the notice or
23 document by electronic means and has a reasonable basis
24 for believing that the notice or document has not been
25 received by the party; or

26 (2) the insurer becomes aware that the electronic mail

1 address provided by the party is no longer valid.

2 (1) A producer shall not be subject to civil liability for
3 any harm or injury that occurs as a result of a party's
4 election to receive any notice or document by electronic means
5 or by an insurer's failure to deliver a notice or document by
6 electronic means unless the harm or injury is caused by the
7 willful and wanton misconduct of the producer.

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

11 (n) Nothing in this Section shall prevent an insurer from
12 posting on the insurer's Internet site any standard policy and
13 any endorsements to such a policy that does not contain
14 personally identifiable information, in accordance with
15 Section 143.33 of this Code, in lieu of delivery to a
16 policyholder, insured, or applicant for insurance by any other
17 method.

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

19 (215 ILCS 5/513a13)

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

21 (a) As used in this Section:

22 "Delivered by electronic means" includes:

23 (1) delivery to an electronic mail address at which a
24 party has consented to receive notices or documents; or
25 (2) posting on an electronic network or site

1 accessible via the Internet, mobile application, computer,
2 mobile device, tablet, or any other electronic device,
3 together with separate notice of the posting, which shall
4 be provided by electronic mail to the address at which the
5 party has consented to receive notice or by any other
6 delivery method that has been consented to by the party.

7 "Party" means any recipient of any notice or document
8 required as part of a premium finance agreement including, but
9 not limited to, an applicant or contracting party. For the
10 purposes of this Section, "party" includes the producer of
11 record.

12 (b) Subject to the requirements of this Section, any
13 notice to a party or any other document required under
14 applicable law in a premium finance agreement or that is to
15 serve as evidence of a premium finance agreement may be
16 delivered, stored, and presented by electronic means so long
17 as it meets the requirements of the Uniform Electronic
18 Transactions Electronic Commerce Security Act.

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

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

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

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

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

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

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

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

(3) the party:

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

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

(4) after consent of the party is given, the premium

1 finance company, in the event a change in the hardware or
2 software requirements needed to access or retain a notice
3 or document delivered by electronic means creates a
4 material risk that the party will not be able to access or
5 retain a subsequent notice or document to which the
6 consent applies:

7 (A) provides the party with a statement that
8 describes:

9 (i) the revised hardware and software
10 requirements for access to and retention of a
11 notice or document delivered by electronic means;
12 and

13 (ii) the right of the party to withdraw
14 consent without the imposition of any condition or
15 consequence that was not disclosed at the time of
16 initial consent; and

17 (B) complies with paragraph (2) of this subsection
18 (d).

19 (e) Delivery of a notice or document in accordance with
20 this Section does not affect requirements related to content
21 or timing of any notice or document required under applicable
22 law.

23 (f) The legal effectiveness, validity, or enforceability
24 of any premium finance agreement executed by a party may not be
25 denied solely because of the failure to obtain electronic
26 consent or confirmation of consent of the party in accordance

1 with subparagraph (B) of paragraph (3) of subsection (d) of
2 this Section.

3 (g) A withdrawal of consent by a party does not affect the
4 legal effectiveness, validity, or enforceability of a notice
5 or document delivered by electronic means to the party before
6 the withdrawal of consent is effective.

7 A withdrawal of consent by a party is effective within a
8 reasonable period of time after receipt of the withdrawal by
9 the premium finance company.

10 Failure by a premium finance company to comply with
11 paragraph (4) of subsection (d) of this Section and subsection
12 (j) of this Section may be treated, at the election of the
13 party, as a withdrawal of consent for purposes of this
14 Section.

15 (h) This Section does not apply to a notice or document
16 delivered by a premium finance company in an electronic form
17 before the effective date of this amendatory Act of the 100th
18 General Assembly to a party who, before that date, has
19 consented to receive notice or document in an electronic form
20 otherwise allowed by law.

21 (i) If the consent of a party to receive certain notices or
22 documents in an electronic form is on file with a premium
23 finance company before the effective date of this amendatory
24 Act of the 100th General Assembly and, pursuant to this
25 Section, a premium finance company intends to deliver
26 additional notices or documents to the party in an electronic

1 form, then prior to delivering such additional notices or
2 documents electronically, the premium finance company shall:

3 (1) provide the party with a statement that
4 describes:

5 (A) the notices or documents that shall be
6 delivered by electronic means under this Section
7 that were not previously delivered electronically;
8 and

9 (B) the party's right to withdraw consent to
10 have notices or documents delivered by electronic
11 means without the imposition of any condition or
12 consequence that was not disclosed at the time of
13 initial consent; and

14 (2) comply with paragraph (2) of subsection (d) of
15 this Section.

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

19 (1) the premium finance company attempts to deliver
20 the notice or document by electronic means and has a
21 reasonable basis for believing that the notice or document
22 has not been received by the party; or

23 (2) the premium finance company becomes aware that the
24 electronic mail address provided by the party is no longer
25 valid.

26 (k) The producer of record shall not be subject to civil

1 liability for any harm or injury that occurs as a result of a
2 party's election to receive any notice or document by
3 electronic means or by a premium finance company's failure to
4 deliver a notice or document by electronic means unless the
5 harm or injury is caused by the willful and wanton misconduct
6 of the producer of record.

7 (1) This Section shall not be construed to modify, limit,
8 or supersede the provisions of the federal Electronic
9 Signatures in Global and National Commerce Act, as amended.

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

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

13 (325 ILCS 57/5)

14 Sec. 5. State agency webpage requirements.

15 (a) Each State agency that maintains an Internet website
16 must include a hypertext link to the homepage website
17 maintained and operated by the National Center For Missing And
18 Exploited Children.

19 (b) Each State agency that maintains an Internet website
20 must include a hypertext link to any State agency website that
21 posts information concerning AMBER alerts or similar
22 broadcasts concerning missing children.

23 (c) For the purpose of this Act, "State agency" has the
24 meaning ascribed to the term "governmental agency" under the

1 Uniform Electronic Transactions ~~set forth in Section 5.105 of~~
2 ~~the Electronic Commerce Security~~ Act.

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

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

6 (720 ILCS 5/17-3) (from Ch. 38, par. 17-3)

7 Sec. 17-3. Forgery.

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

10 (1) makes a false document or alters any document to
11 make it false and that document is apparently capable of
12 defrauding another; or

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

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

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

21 (5) unlawfully ~~creates uses the signature device of~~
22 ~~another to create~~ an electronic signature of ~~another that~~
23 ~~other~~ person, as ~~that term is those terms are~~ defined in
24 the Uniform Electronic Transactions ~~Electronic Commerce~~

1 ~~Security~~ Act.

2 (b) (Blank).

3 (c) A document apparently capable of defrauding another
4 includes, but is not limited to, one by which any right,
5 obligation or power with reference to any person or property
6 may be created, transferred, altered or terminated. A document
7 includes any record or electronic record as those terms are
8 defined in the Electronic Commerce Security Act. For purposes
9 of this Section, a document also includes a Universal Price
10 Code Label or coin.

11 (c-5) For purposes of this Section, "false document" or
12 "document that is false" includes, but is not limited to, a
13 document whose contents are false in some material way, or
14 that purports to have been made by another or at another time,
15 or with different provisions, or by authority of one who did
16 not give such authority.

17 (d) Sentence.

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

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

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

24 (e) It is not a violation of this Section if a false
25 academic degree explicitly states "for novelty purposes only".

26 (Source: P.A. 96-1551, eff. 7-1-11; 97-231, eff. 1-1-12;

1 97-1109, eff. 1-1-13.)

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

4 (755 ILCS 35/5) (from Ch. 110 1/2, par. 705)

5 Sec. 5. Revocation.

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

9 (1) By being obliterated, burnt, torn or otherwise
10 destroyed or defaced in a manner indicating intention to
11 cancel;

12 (2) By a written revocation of the declaration signed
13 and dated by the declarant or person acting at the
14 direction of the declarant, regardless of whether the
15 written revocation is in electronic or hard copy format;

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

20 (4) For an electronic declaration, by deleting in a
21 manner indicating the intention to revoke. An electronic
22 declaration may be revoked electronically using a generic,
23 technology-neutral system in which each user is assigned a
24 unique identifier that is securely maintained and in a

1 manner that meets the regulatory requirements for a
2 digital or electronic signature. Compliance with the
3 standards defined in the Uniform Electronic Transactions
4 ~~Electronic Commerce Security~~ Act or the implementing rules
5 of the Hospital Licensing Act for medical record entry
6 authentication for author validation of the documentation,
7 content accuracy, and completeness meets this standard.

8 (b) A revocation is effective upon communication to the
9 attending physician by the declarant or by another who
10 witnessed the revocation. The attending physician shall record
11 in the patient's medical record the time and date when and the
12 place where he or she received notification of the revocation.

13 (c) There shall be no criminal or civil liability on the
14 part of any person for failure to act upon a revocation made
15 pursuant to this Section unless that person has actual
16 knowledge of the revocation.

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

18 (755 ILCS 35/9) (from Ch. 110 1/2, par. 709)

19 Sec. 9. General provisions.

20 (a) The withholding or withdrawal of death delaying
21 procedures from a qualified patient in accordance with the
22 provisions of this Act shall not, for any purpose, constitute
23 a suicide.

24 (b) The making of a declaration pursuant to Section 3
25 shall not affect in any manner the sale, procurement, or

1 issuance of any policy of life insurance, nor shall it be
2 deemed to modify the terms of an existing policy of life
3 insurance. No policy of life insurance shall be legally
4 impaired or invalidated in any manner by the withholding or
5 withdrawal of death delaying procedures from an insured
6 qualified patient, notwithstanding any term of the policy to
7 the contrary.

8 (c) No physician, health care facility, or other health
9 care provider, and no health care service plan, health
10 maintenance organization, insurer issuing disability
11 insurance, self-insured employee welfare benefit plan,
12 nonprofit medical service corporation or mutual nonprofit
13 hospital service corporation shall require any person to
14 execute a declaration as a condition for being insured for, or
15 receiving, health care services.

16 (d) Nothing in this Act shall impair or supersede any
17 legal right or legal responsibility which any person may have
18 to effect the withholding or withdrawal of death delaying
19 procedures in any lawful manner. In such respect the
20 provisions of this Act are cumulative.

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

25 (f) Nothing in this Act shall be construed to condone,
26 authorize or approve mercy killing or to permit any

1 affirmative or deliberate act or omission to end life other
2 than to permit the natural process of dying as provided in this
3 Act.

4 (g) An instrument executed before the effective date of
5 this Act that substantially complies with subsection (e) of
6 Section 3 shall be given effect pursuant to the provisions of
7 this Act.

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

12 (i) Documents, writings, forms, and copies referred to in
13 this Act may be in hard copy or electronic format. Nothing in
14 this Act is intended to prevent the population of a
15 declaration, document, writing, or form with electronic data.
16 Electronic documents under this Act may be created, signed, or
17 revoked electronically using a generic, technology-neutral
18 system in which each user is assigned a unique identifier that
19 is securely maintained and in a manner that meets the
20 regulatory requirements for a digital or electronic signature.
21 Compliance with the standards defined in the Uniform
22 Electronic Transactions ~~Electronic Commerce Security~~ Act or
23 the implementing rules of the Hospital Licensing Act for
24 medical record entry authentication for author validation of
25 the documentation, content accuracy, and completeness meets
26 this standard.

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

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

4 (755 ILCS 40/70)

5 Sec. 70. Format. The affidavit, medical record, documents,
6 and forms referred to in this Act may be in hard copy or
7 electronic format. Nothing in this Act is intended to prevent
8 the population of an affidavit, medical record, document, or
9 form with electronic data. A living will, mental health
10 treatment preferences declaration, practitioner orders for
11 life-sustaining treatment (POLST), or power of attorney for
12 health care that is populated with electronic data is
13 operative. Electronic documents under this Act may be created,
14 signed, or revoked electronically using a generic,
15 technology-neutral system in which each user is assigned a
16 unique identifier that is securely maintained and in a manner
17 that meets the regulatory requirements for a digital or
18 electronic signature. Compliance with the standards defined in
19 the Uniform Electronic Transactions ~~Electronic Commerce~~
20 ~~Security~~ Act or the implementing rules of the Hospital
21 Licensing Act for medical record entry authentication for
22 author validation of the documentation, content accuracy, and
23 completeness meets this standard.

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

1 Section 20.84. The Mental Health Treatment Preference
2 Declaration Act is amended by changing Sections 20 and 50 as
3 follows:

4 (755 ILCS 43/20)

5 Sec. 20. Signatures required.

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

12 (b) The signature and execution requirements set forth in
13 this Act are satisfied by: (i) written signatures or initials;
14 or (ii) electronic signatures or computer-generated signature
15 codes. Electronic documents under this Act may be created,
16 signed, or revoked electronically using a generic,
17 technology-neutral system in which each user is assigned a
18 unique identifier that is securely maintained and in a manner
19 that meets the regulatory requirements for a digital or
20 electronic signature. Compliance with the standards defined in
21 the Uniform Electronic Transactions ~~Electronic Commerce~~
22 ~~Security~~ Act or the implementing rules of the Hospital
23 Licensing Act for medical record entry authentication for
24 author validation of the documentation, content accuracy, and

1 completeness meets this standard.

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

3 (755 ILCS 43/50)

4 Sec. 50. Revocation. A declaration may be revoked in whole
5 or in part by written statement at any time by the principal if
6 the principal is not incapable, regardless of whether the
7 written revocation is in an electronic or hard copy format. A
8 written statement of revocation is effective when signed by
9 the principal and a physician and the principal delivers the
10 revocation to the attending physician. An electronic
11 declaration may be revoked electronically using a generic,
12 technology-neutral system in which each user is assigned a
13 unique identifier that is securely maintained and in a manner
14 that meets the regulatory requirements for a digital or
15 electronic signature. Compliance with the standards defined in
16 the Uniform Electronic Transactions ~~Electronic Commerce~~
17 ~~Security~~ Act or the implementing rules of the Hospital
18 Licensing Act for medical record entry authentication for
19 author validation of the documentation, content accuracy, and
20 completeness meets this standard. The attending physician
21 shall note the revocation as part of the principal's medical
22 record.

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

24 Section 20.85. The Illinois Power of Attorney Act is

1 amended by changing Sections 4-6 and 4-10 as follows:

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

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

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

8 1. By being obliterated, burnt, torn or otherwise
9 destroyed or defaced in a manner indicating intention to
10 revoke;

11 2. By a written revocation of the agency signed and
12 dated by the principal or person acting at the direction
13 of the principal, regardless of whether the written
14 revocation is in an electronic or hard copy format;

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

19 4. For an electronic health care agency, by deleting
20 in a manner indicating the intention to revoke. An
21 electronic health care agency may be revoked
22 electronically using a generic, technology-neutral system
23 in which each user is assigned a unique identifier that is
24 securely maintained and in a manner that meets the
25 regulatory requirements for a digital or electronic

1 signature. Compliance with the standards defined in the
2 Uniform Electronic Transactions ~~Electronic Commerce~~
3 Security Act or the implementing rules of the Hospital
4 Licensing Act for medical record entry authentication for
5 author validation of the documentation, content accuracy,
6 and completeness meets this standard.

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

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

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

15 (755 ILCS 45/4-10) (from Ch. 110 1/2, par. 804-10)

16 Sec. 4-10. Statutory short form power of attorney for
17 health care.

18 (a) The form prescribed in this Section (sometimes also
19 referred to in this Act as the "statutory health care power")
20 may be used to grant an agent powers with respect to the
21 principal's own health care; but the statutory health care
22 power is not intended to be exclusive nor to cover delegation
23 of a parent's power to control the health care of a minor
24 child, and no provision of this Article shall be construed to
25 invalidate or bar use by the principal of any other or

1 different form of power of attorney for health care.
2 Nonstatutory health care powers must be executed by the
3 principal, designate the agent and the agent's powers, and
4 comply with the limitations in Section 4-5 of this Article,
5 but they need not be witnessed or conform in any other respect
6 to the statutory health care power.

7 No specific format is required for the statutory health
8 care power of attorney other than the notice must precede the
9 form. The statutory health care power may be included in or
10 combined with any other form of power of attorney governing
11 property or other matters.

12 The signature and execution requirements set forth in this
13 Article are satisfied by: (i) written signatures or initials;
14 or (ii) electronic signatures or computer-generated signature
15 codes. Electronic documents under this Act may be created,
16 signed, or revoked electronically using a generic,
17 technology-neutral system in which each user is assigned a
18 unique identifier that is securely maintained and in a manner
19 that meets the regulatory requirements for a digital or
20 electronic signature. Compliance with the standards defined in
21 the Uniform Electronic Transactions ~~Electronic Commerce~~
22 ~~Security~~ Act or the implementing rules of the Hospital
23 Licensing Act for medical record entry authentication for
24 author validation of the documentation, content accuracy, and
25 completeness meets this standard.

26 (b) The Illinois Statutory Short Form Power of Attorney

1 for Health Care shall be substantially as follows:

NOTICE TO THE INDIVIDUAL SIGNING

THE POWER OF ATTORNEY FOR HEALTH CARE

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

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

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

WHAT ARE THE THINGS I WANT MY

HEALTH CARE AGENT TO KNOW?

The selection of your agent should be considered

1 carefully, as your agent will have the ultimate
2 decision-making authority once this document goes into effect,
3 in most instances after you are no longer able to make your own
4 decisions. While the goal is for your agent to make decisions
5 in keeping with your preferences and in the majority of
6 circumstances that is what happens, please know that the law
7 does allow your agent to make decisions to direct or refuse
8 health care interventions or withdraw treatment. Your agent
9 will need to think about conversations you have had, your
10 personality, and how you handled important health care issues
11 in the past. Therefore, it is important to talk with your agent
12 and your family about such things as:

13 (i) What is most important to you in your life?

14 (ii) How important is it to you to avoid pain and
15 suffering?

16 (iii) If you had to choose, is it more important to you
17 to live as long as possible, or to avoid prolonged
18 suffering or disability?

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

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

23 (vi) Do you wish to make a significant contribution to
24 medical science after your death through organ or whole
25 body donation?

26 (vii) Do you have an existing advance directive, such

as a living will, that contains your specific wishes about health care that is only delaying your death? If you have another advance directive, make sure to discuss with your agent the directive and the treatment decisions contained within that outline your preferences. Make sure that your agent agrees to honor the wishes expressed in your advance directive.

WHAT KIND OF DECISIONS CAN MY AGENT MAKE?

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

(i) talk with physicians and other health care providers about your condition.

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

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

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

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

(vi) agree or decline to donate your organs or your

1 whole body if you have not already made this decision
2 yourself. This could include donation for transplant,
3 research, and/or education. You should let your agent know
4 whether you are registered as a donor in the First Person
5 Consent registry maintained by the Illinois Secretary of
6 State or whether you have agreed to donate your whole body
7 for medical research and/or education.

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

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

13 Your agent is not automatically responsible for your
14 health care expenses.

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

16 You can pick a family member, but you do not have to. Your
17 agent will have the responsibility to make medical treatment
18 decisions, even if other people close to you might urge a
19 different decision. The selection of your agent should be done
20 carefully, as he or she will have ultimate decision-making
21 authority for your treatment decisions once you are no longer
22 able to voice your preferences. Choose a family member,
23 friend, or other person who:

24 (i) is at least 18 years old;

25 (ii) knows you well;

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

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

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

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

WHAT IF MY AGENT IS NOT AVAILABLE OR IS

UNWILLING TO MAKE DECISIONS FOR ME?

If the person who is your first choice is unable to carry out this role, then the second agent you chose will make the decisions; if your second agent is not available, then the third agent you chose will make the decisions. The second and third agents are called your successor agents and they function as back-up agents to your first choice agent and may act only one at a time and in the order you list them.

WHAT WILL HAPPEN IF I DO NOT

CHOOSE A HEALTH CARE AGENT?

If you become unable to make your own health care decisions and have not named an agent in writing, your physician and other health care providers will ask a family member, friend, or guardian to make decisions for you. In

Illinois, a law directs which of these individuals will be consulted. In that law, each of these individuals is called a "surrogate".

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

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

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

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

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

WHAT IF THERE IS NO ONE AVAILABLE

WHOM I TRUST TO BE MY AGENT?

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

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

2 Follow these instructions after you have completed the
3 form:4 (i) Sign the form in front of a witness. See the form
5 for a list of who can and cannot witness it.

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

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

8 (iv) Give a copy to your agent and to each of your
9 successor agents.

10 (v) Give another copy to your physician.

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

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

14 WHAT IF I CHANGE MY MIND?

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

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

22 In the event you do not want to use the Illinois statutory
23 form provided here, any document you complete must be executed

1 by you, designate an agent who is over 18 years of age and not
2 prohibited from serving as your agent, and state the agent's
3 powers, but it need not be witnessed or conform in any other
4 respect to the statutory health care power.

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

8 MY POWER OF ATTORNEY FOR HEALTH CARE

9 THIS POWER OF ATTORNEY REVOKE ALL PREVIOUS POWERS OF ATTORNEY
10 FOR HEALTH CARE. (You must sign this form and a witness must
11 also sign it before it is valid)

12 My name (Print your full name):

13 My address:

14 I WANT THE FOLLOWING PERSON TO BE MY HEALTH CARE AGENT
15 (an agent is your personal representative under state and
16 federal law):

17 (Agent name)

18 (Agent address)

19 (Agent phone number)

20 (Please check box if applicable) If a guardian of my
21 person is to be appointed, I nominate the agent acting under

1 this power of attorney as guardian.

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

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

8

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

10

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

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

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

16 (ii) Agreeing to admit me to or discharge me from any
17 hospital, home, or other institution, including a mental
18 health facility.

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

22 (iv) Carrying out the plans I have already made, or,
23 if I have not done so, making decisions about my body or
24 remains, including organ, tissue or whole body donation,

1 autopsy, cremation, and burial.

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

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

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

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

13 Make decisions for me only when I cannot make them for
14 myself. The physician(s) taking care of me will determine
15 when I lack this ability. Starting now, for the purpose of
16 assisting me with my health care plans and decisions, my
17 agent shall have complete access to my medical and mental
18 health records, the authority to share them with others as
19 needed, and the complete ability to communicate with my
20 personal physician(s) and other health care providers,
21 including the ability to require an opinion of my
22 physician as to whether I lack the ability to make
23 decisions for myself. OR

24 Make decisions for me starting now and continuing
25 after I am no longer able to make them for myself. While I

1 am still able to make my own decisions, I can still do so
2 if I want to.

3 The subject of life-sustaining treatment is of particular
4 importance. Life-sustaining treatments may include tube
5 feedings or fluids through a tube, breathing machines, and
6 CPR. In general, in making decisions concerning
7 life-sustaining treatment, your agent is instructed to
8 consider the relief of suffering, the quality as well as the
9 possible extension of your life, and your previously expressed
10 wishes. Your agent will weigh the burdens versus benefits of
11 proposed treatments in making decisions on your behalf.

12 Additional statements concerning the withholding or
13 removal of life-sustaining treatment are described below.
14 These can serve as a guide for your agent when making decisions
15 for you. Ask your physician or health care provider if you have
16 any questions about these statements.

17 SELECT ONLY ONE STATEMENT BELOW THAT BEST EXPRESSES YOUR
18 WISHES (optional):

19 The quality of my life is more important than the
20 length of my life. If I am unconscious and my attending
21 physician believes, in accordance with reasonable medical
22 standards, that I will not wake up or recover my ability to
23 think, communicate with my family and friends, and
24 experience my surroundings, I do not want treatments to

1 prolong my life or delay my death, but I do want treatment
2 or care to make me comfortable and to relieve me of pain.

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

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

9 The above grant of power is intended to be as broad as
10 possible so that your agent will have the authority to make any
11 decision you could make to obtain or terminate any type of
12 health care. If you wish to limit the scope of your agent's
13 powers or prescribe special rules or limit the power to
14 authorize autopsy or dispose of remains, you may do so
15 specifically in this form.

16

17

18 My signature:

19 Today's date:

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

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

1 I saw the principal sign this document, or
2 the principal told me that the signature or mark on
3 the principal signature line is his or hers.

4 I am not the agent or successor agent(s) named in this
5 document. I am not related to the principal, the agent, or the
6 successor agent(s) by blood, marriage, or adoption. I am not
7 the principal's physician, advanced practice registered nurse,
8 dentist, podiatric physician, optometrist, psychologist, or a
9 relative of one of those individuals. I am not an owner or
10 operator (or the relative of an owner or operator) of the
11 health care facility where the principal is a patient or
12 resident.

13 Witness printed name:

14 Witness address:

15 Witness signature:

16 Today's date:

17 (c) The statutory short form power of attorney for health
18 care (the "statutory health care power") authorizes the agent
19 to make any and all health care decisions on behalf of the
20 principal which the principal could make if present and under
21 no disability, subject to any limitations on the granted
22 powers that appear on the face of the form, to be exercised in
23 such manner as the agent deems consistent with the intent and
24 desires of the principal. The agent will be under no duty to
25 exercise granted powers or to assume control of or

1 responsibility for the principal's health care; but when
2 granted powers are exercised, the agent will be required to
3 use due care to act for the benefit of the principal in
4 accordance with the terms of the statutory health care power
5 and will be liable for negligent exercise. The agent may act in
6 person or through others reasonably employed by the agent for
7 that purpose but may not delegate authority to make health
8 care decisions. The agent may sign and deliver all
9 instruments, negotiate and enter into all agreements and do
10 all other acts reasonably necessary to implement the exercise
11 of the powers granted to the agent. Without limiting the
12 generality of the foregoing, the statutory health care power
13 shall include the following powers, subject to any limitations
14 appearing on the face of the form:

15 (1) The agent is authorized to give consent to and
16 authorize or refuse, or to withhold or withdraw consent
17 to, any and all types of medical care, treatment or
18 procedures relating to the physical or mental health of
19 the principal, including any medication program, surgical
20 procedures, life-sustaining treatment or provision of food
21 and fluids for the principal.

22 (2) The agent is authorized to admit the principal to
23 or discharge the principal from any and all types of
24 hospitals, institutions, homes, residential or nursing
25 facilities, treatment centers and other health care
26 institutions providing personal care or treatment for any

1 type of physical or mental condition. The agent shall have
2 the same right to visit the principal in the hospital or
3 other institution as is granted to a spouse or adult child
4 of the principal, any rule of the institution to the
5 contrary notwithstanding.

6 (3) The agent is authorized to contract for any and
7 all types of health care services and facilities in the
8 name of and on behalf of the principal and to bind the
9 principal to pay for all such services and facilities, and
10 to have and exercise those powers over the principal's
11 property as are authorized under the statutory property
12 power, to the extent the agent deems necessary to pay
13 health care costs; and the agent shall not be personally
14 liable for any services or care contracted for on behalf
15 of the principal.

16 (4) At the principal's expense and subject to
17 reasonable rules of the health care provider to prevent
18 disruption of the principal's health care, the agent shall
19 have the same right the principal has to examine and copy
20 and consent to disclosure of all the principal's medical
21 records that the agent deems relevant to the exercise of
22 the agent's powers, whether the records relate to mental
23 health or any other medical condition and whether they are
24 in the possession of or maintained by any physician,
25 psychiatrist, psychologist, therapist, hospital, nursing
26 home or other health care provider. The authority under

1 this paragraph (4) applies to any information governed by
2 the Health Insurance Portability and Accountability Act of
3 1996 ("HIPAA") and regulations thereunder. The agent
4 serves as the principal's personal representative, as that
5 term is defined under HIPAA and regulations thereunder.

6 (5) The agent is authorized: to direct that an autopsy
7 be made pursuant to Section 2 of the Autopsy Act; to make a
8 disposition of any part or all of the principal's body
9 pursuant to the Illinois Anatomical Gift Act, as now or
10 hereafter amended; and to direct the disposition of the
11 principal's remains.

12 (6) At any time during which there is no executor or
13 administrator appointed for the principal's estate, the
14 agent is authorized to continue to pursue an application
15 or appeal for government benefits if those benefits were
16 applied for during the life of the principal.

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

21 (e) If the principal names the agent as a guardian on the
22 statutory short form, and if a court decides that the
23 appointment of a guardian will serve the principal's best
24 interests and welfare, the court shall appoint the agent to
25 serve without bond or security.

26 (Source: P.A. 100-513, eff. 1-1-18; 101-81, eff. 7-12-19;

1 101-163, eff. 1-1-20.)

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

4 (805 ILCS 180/1-6)

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

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

11 (5 ILCS 175/Act rep.)

12 Section 20.87. The Electronic Commerce Security Act is
13 repealed.

14 (15 ILCS 405/14.01 rep.)

15 Section 20.88. The State Comptroller Act is amended by
16 repealing Section 14.01.

17 Section 99. Effective date. This Act takes effect upon
18 becoming law.