



Rep. Katie Stuart

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10400SB3071ham001

LRB104 18030 KTG 37706 a

1 AMENDMENT TO SENATE BILL 3071

2 AMENDMENT NO. _____. Amend Senate Bill 3071 by replacing
3 everything after the enacting clause with the following:

4 "Section 5. The Illinois Banking Act is amended by
5 changing Section 48.1 as follows:

6 (205 ILCS 5/48.1)

7 Sec. 48.1. Customer financial records; confidentiality.

8 (a) For the purpose of this Section, the term "financial
9 records" means any original, any copy, or any summary of:

10 (1) a document granting signature authority over a
11 deposit or account;

12 (2) a statement, ledger card, l or other record on any
13 deposit or account, which shows each transaction in or
14 with respect to that account;

15 (3) a check, draft, l or money order drawn on a bank or
16 issued and payable by a bank; or

1 (4) any other item containing information pertaining
2 to any relationship established in the ordinary course of
3 a bank's business between a bank and its customer,
4 including financial statements or other financial
5 information provided by the customer.

6 (b) This Section does not prohibit:

7 (1) The preparation, examination, handling, or
8 maintenance of any financial records by any officer,
9 employee, or agent of a bank having custody of the
10 records, or the examination of the records by a certified
11 public accountant engaged by the bank to perform an
12 independent audit.

13 (2) The examination of any financial records by, or
14 the furnishing of financial records by a bank to, any
15 officer, employee, or agent of (i) the Commissioner of
16 Banks and Real Estate, (ii) after May 31, 1997, a state
17 regulatory authority authorized to examine a branch of a
18 State bank located in another state, (iii) the Comptroller
19 of the Currency, (iv) the Federal Reserve Board, or (v)
20 the Federal Deposit Insurance Corporation for use solely
21 in the exercise of his duties as an officer, employee, or
22 agent.

23 (3) The publication of data furnished from financial
24 records relating to customers where the data cannot be
25 identified to any particular customer or account.

26 (4) The making of reports or returns required under

1 Chapter 61 of the Internal Revenue Code of 1986.

2 (5) Furnishing information concerning the dishonor of
3 any negotiable instrument permitted to be disclosed under
4 the Uniform Commercial Code.

5 (6) The exchange in the regular course of business of
6 (i) credit information between a bank and other banks or
7 financial institutions or commercial enterprises, directly
8 or through a consumer reporting agency, or (ii) financial
9 records or information derived from financial records
10 between a bank and other banks or financial institutions
11 or commercial enterprises for the purpose of conducting
12 due diligence pursuant to a purchase or sale involving the
13 bank or assets or liabilities of the bank.

14 (7) The furnishing of information to the appropriate
15 law enforcement authorities where the bank reasonably
16 believes it has been the victim of a crime.

17 (8) The furnishing of information under the Revised
18 Uniform Unclaimed Property Act.

19 (9) The furnishing of information under the Illinois
20 Income Tax Act and the Illinois Estate and
21 Generation-Skipping Transfer Tax Act.

22 (10) The furnishing of information under the federal
23 Currency and Foreign Transactions Reporting Act Title 31,
24 United States Code, Section 1051 et seq.

25 (11) The furnishing of information under any other
26 statute that, by its terms or by regulations promulgated

1 thereunder, requires the disclosure of financial records
2 other than by subpoena, summons, warrant, or court order.

3 (12) The furnishing of information about the existence
4 of an account of a person to a judgment creditor of that
5 person who has made a written request for that
6 information.

7 (13) The exchange in the regular course of business of
8 information between commonly owned banks in connection
9 with a transaction authorized under paragraph (23) of
10 Section 5 and conducted at an affiliate facility.

11 (14) The furnishing of information in accordance with
12 the federal Personal Responsibility and Work Opportunity
13 Reconciliation Act of 1996. Any bank governed by this Act
14 shall enter into an agreement for data exchanges with a
15 State agency provided the State agency pays to the bank a
16 reasonable fee not to exceed its actual cost incurred. A
17 bank providing information in accordance with this item
18 shall not be liable to any account holder or other person
19 for any disclosure of information to a State agency, for
20 encumbering or surrendering any assets held by the bank in
21 response to a lien or order to withhold and deliver issued
22 by a State agency, or for any other action taken pursuant
23 to this item, including individual or mechanical errors,
24 provided the action does not constitute gross negligence
25 or willful misconduct. A bank shall have no obligation to
26 hold, encumber, or surrender assets until it has been

1 served with a subpoena, summons, warrant, court or
2 administrative order, lien, or levy.

3 (15) The exchange in the regular course of business of
4 information between a bank and any commonly owned
5 affiliate of the bank, subject to the provisions of the
6 Financial Institutions Insurance Sales Law.

7 (16) The furnishing of information to law enforcement
8 authorities, the Illinois Department on Aging and its
9 regional administrative and provider agencies, the
10 Department of Human Services Office of Inspector General,
11 or public guardians: (i) upon subpoena by the
12 investigatory entity or the guardian, or (ii) as part of a
13 mandated report if there is suspicion by the bank or a
14 mandated reporter as defined in Section 2 of the Adult
15 Protective Services Act that a customer who is an elderly
16 person or person with a disability has been or may become
17 the victim of financial exploitation. For the purposes of
18 this item (16), the term: (i) "elderly person" means a
19 person who is 60 or more years of age, (ii) "person with a
20 disability" means a person who has or reasonably appears
21 to the bank to have a physical or mental disability that
22 impairs his or her ability to seek or obtain protection
23 from or prevent financial exploitation, and (iii)
24 "financial exploitation" means tortious or illegal use of
25 the assets or resources of an elderly person or person
26 with a disability, and includes, without limitation,

1 misappropriation of the assets or resources of the elderly
2 person or person with a disability by undue influence,
3 breach of fiduciary relationship, intimidation, fraud,
4 deception, extortion, or the use of assets or resources in
5 any manner contrary to law. A bank, a mandated reporter,
6 or other persons ~~or person~~ furnishing information pursuant
7 to this item (16) shall be entitled to the same rights and
8 protections as persons ~~a person~~ furnishing information
9 under the Adult Protective Services Act and the Illinois
10 Domestic Violence Act of 1986.

11 (17) The disclosure of financial records or
12 information as necessary to effect, administer, or enforce
13 a transaction requested or authorized by the customer, or
14 in connection with:

15 (A) servicing or processing a financial product or
16 service requested or authorized by the customer;

17 (B) maintaining or servicing a customer's account
18 with the bank; or

19 (C) a proposed or actual securitization or
20 secondary market sale (including sales of servicing
21 rights) related to a transaction of a customer.

22 Nothing in this item (17), however, authorizes the
23 sale of the financial records or information of a customer
24 without the consent of the customer.

25 (18) The disclosure of financial records or
26 information as necessary to protect against actual or

1 potential fraud, unauthorized transactions, claims, or
2 other liability.

3 (18.5) The furnishing of information to any person on
4 a list submitted and periodically updated by a customer
5 who is an elderly person or disabled person, if there is
6 suspicion by the financial institution that the customer
7 has been or may become a victim of financial exploitation.
8 For purposes of this Section, the terms "elderly person",
9 "disabled person", and "financial exploitation" have the
10 meanings given to those terms in item (16). The financial
11 institution may convey the suspicion to any of the
12 following persons, if the person is not the suspected
13 perpetrator: (i) any person on the list; (ii) any
14 co-owner, additional authorized signatory, or beneficiary
15 on the account of the member; or (iii) any person known by
16 the financial institution to be a family member, including
17 a parent, spouse, adult child, or sibling. When providing
18 information under this item, the financial institution may
19 pause the transaction in accordance with the account
20 holder agreement or similar documents and shall limit the
21 information and only disclose that the financial
22 institution has cause to suspect that the customer may be
23 a victim or target of financial exploitation and the basis
24 or bases of the financial institution's reasonable
25 suspicion, without disclosing any other details or
26 confidential information regarding the financial affairs

1 of the customer. Any disclosure made in accordance with
2 this subsection shall comply with all other privacy laws
3 and legal prohibitions, including confidentiality
4 requirements for suspicious activity reports. The
5 financial institution may rely on information provided by
6 the customer in compiling the list of contact persons. The
7 financial institution and any employee of the financial
8 institution acting in good faith is immune from all
9 criminal, civil, and administrative liability for pausing
10 the transaction, contacting a person, or electing not to
11 contact a person under this item (18.5) and for actions
12 taken in furtherance of that determination, if the
13 determination was made based on a reasonable suspicion.

14 (19) (A) The disclosure of financial records or
15 information related to a private label credit program
16 between a financial institution and a private label party
17 in connection with that private label credit program. Such
18 information is limited to outstanding balance, available
19 credit, payment and performance and account history,
20 product references, purchase information, and information
21 related to the identity of the customer.

22 (B) (1) For purposes of this paragraph (19) of
23 subsection (b) of Section 48.1, a "private label credit
24 program" means a credit program involving a financial
25 institution and a private label party that is used by a
26 customer of the financial institution and the private

1 label party primarily for payment for goods or services
2 sold, manufactured, or distributed by a private label
3 party.

4 (2) For purposes of this paragraph (19) of subsection
5 (b) of Section 48.1, a "private label party" means, with
6 respect to a private label credit program, any of the
7 following: a retailer, a merchant, a manufacturer, a trade
8 group, or any such person's affiliate, subsidiary, member,
9 agent, or service provider.

10 (20) (A) The furnishing of financial records of a
11 customer to the Department to aid the Department's initial
12 determination or subsequent re-determination of the
13 customer's eligibility for Medicaid and Medicaid long-term
14 care benefits for long-term care services, provided that
15 the bank receives the written consent and authorization of
16 the customer, which shall:

17 (1) have the customer's signature notarized;

18 (2) be signed by at least one witness who
19 certifies that he or she believes the customer to be of
20 sound mind and memory;

21 (3) be tendered to the bank at the earliest
22 practicable time following its execution,
23 certification, and notarization;

24 (4) specifically limit the disclosure of the
25 customer's financial records to the Department; and

26 (5) be in substantially the following form:

CUSTOMER CONSENT AND AUTHORIZATION
FOR RELEASE OF FINANCIAL RECORDS

I, , hereby authorize
(Name of Customer)

.....
(Name of Financial Institution)

.....
(Address of Financial Institution)

to disclose the following financial records:

any and all information concerning my deposit, savings, money
market, certificate of deposit, individual retirement,
retirement plan, 401(k) plan, incentive plan, employee benefit
plan, mutual fund and loan accounts (including, but not
limited to, any indebtedness or obligation for which I am a
co-borrower, co-obligor, guarantor, or surety), and any and
all other accounts in which I have an interest and any other
information regarding me in the possession of the Financial
Institution,

to the Illinois Department of Human Services or the Illinois

1 Department of Healthcare and Family Services, or both ("the
2 Department"), for the following purpose(s):

3 to aid in the initial determination or re-determination by the
4 State of Illinois of my eligibility for Medicaid long-term
5 care benefits, pursuant to applicable law.

6 I understand that this Consent and Authorization may be
7 revoked by me in writing at any time before my financial
8 records, as described above, are disclosed, and that this
9 Consent and Authorization is valid until the Financial
10 Institution receives my written revocation. This Consent and
11 Authorization shall constitute valid authorization for the
12 Department identified above to inspect all such financial
13 records set forth above, and to request and receive copies of
14 such financial records from the Financial Institution (subject
15 to such records search and reproduction reimbursement policies
16 as the Financial Institution may have in place). An executed
17 copy of this Consent and Authorization shall be sufficient and
18 as good as the original and permission is hereby granted to
19 honor a photostatic or electronic copy of this Consent and
20 Authorization. Disclosure is strictly limited to the
21 Department identified above and no other person or entity
22 shall receive my financial records pursuant to this Consent
23 and Authorization. By signing this form, I agree to indemnify
24 and hold the Financial Institution harmless from any and all

1 claims, demands, and losses, including reasonable attorneys
 2 fees and expenses, arising from or incurred in its reliance on
 3 this Consent and Authorization. As used herein, "Customer"
 4 shall mean "Member" if the Financial Institution is a credit
 5 union.

6

7 (Date) (Signature of Customer)

8

9

10 (Address of Customer)

11

12 (Customer's birth date)

13 (month/day/year)

14 The undersigned witness certifies that,
 15 known to me to be the same person whose name is subscribed as
 16 the customer to the foregoing Consent and Authorization,
 17 appeared before me and the notary public and acknowledged
 18 signing and delivering the instrument as his or her free and
 19 voluntary act for the uses and purposes therein set forth. I
 20 believe him or her to be of sound mind and memory. The
 21 undersigned witness also certifies that the witness is not an
 22 owner, operator, or relative of an owner or operator of a

1 long-term care facility in which the customer is a patient or
2 resident.

3 Dated:

4 (Signature of Witness)

5

6 (Print Name of Witness)

7

8

9 (Address of Witness)

10 State of Illinois)

11) ss.

12 County of

13 The undersigned, a notary public in and for the above county
14 and state, certifies that, known to me to be the
15 same person whose name is subscribed as the customer to the
16 foregoing Consent and Authorization, appeared before me
17 together with the witness,, in person and
18 acknowledged signing and delivering the instrument as the free
19 and voluntary act of the customer for the uses and purposes
20 therein set forth.

1 Dated:

2 Notary Public:

3 My commission expires:

4 (B) In no event shall the bank distribute the
 5 customer's financial records to the long-term care
 6 facility from which the customer seeks initial or
 7 continuing residency or long-term care services.

8 (C) A bank providing financial records of a customer
 9 in good faith relying on a consent and authorization
 10 executed and tendered in accordance with this paragraph
 11 (20) shall not be liable to the customer or any other
 12 person in relation to the bank's disclosure of the
 13 customer's financial records to the Department. The
 14 customer signing the consent and authorization shall
 15 indemnify and hold the bank harmless that relies in good
 16 faith upon the consent and authorization and incurs a loss
 17 because of such reliance. The bank recovering under this
 18 indemnification provision shall also be entitled to
 19 reasonable attorney's fees and the expenses of recovery.

20 (D) A bank shall be reimbursed by the customer for all
 21 costs reasonably necessary and directly incurred in
 22 searching for, reproducing, and disclosing a customer's
 23 financial records required or requested to be produced
 24 pursuant to any consent and authorization executed under
 25 this paragraph (20). The requested financial records shall

1 be delivered to the Department within 10 days after
2 receiving a properly executed consent and authorization or
3 at the earliest practicable time thereafter if the
4 requested records cannot be delivered within 10 days, but
5 delivery may be delayed until the final reimbursement of
6 all costs is received by the bank. The bank may honor a
7 photostatic or electronic copy of a properly executed
8 consent and authorization.

9 (E) Nothing in this paragraph (20) shall impair,
10 abridge, or abrogate the right of a customer to:

11 (1) directly disclose his or her financial records
12 to the Department or any other person; or

13 (2) authorize his or her attorney or duly
14 appointed agent to request and obtain the customer's
15 financial records and disclose those financial records
16 to the Department.

17 (F) For purposes of this paragraph (20), "Department"
18 means the Department of Human Services and the Department
19 of Healthcare and Family Services or any successor
20 administrative agency of either agency.

21 (21) The furnishing of financial records of a deceased
22 customer to a public administrator of any county or other
23 governmental jurisdiction for the purpose of facilitating
24 burial of the customer.

25 (22) ~~(21)~~ The furnishing of financial information to
26 the executor, executrix, administrator, or other lawful

1 representative of the estate of a customer.

2 (c) Except as otherwise provided by this Act, a bank may
3 not disclose to any person, except to the customer or his duly
4 authorized agent, any financial records or financial
5 information obtained from financial records relating to that
6 customer of that bank unless:

7 (1) the customer has authorized disclosure to the
8 person;

9 (2) the financial records are disclosed in response to
10 a lawful subpoena, summons, warrant, citation to discover
11 assets, or court order which meets the requirements of
12 subsection (d) of this Section; or

13 (3) the bank is attempting to collect an obligation
14 owed to the bank and the bank complies with the provisions
15 of Section 2I of the Consumer Fraud and Deceptive Business
16 Practices Act.

17 (d) A bank shall disclose financial records under
18 paragraph (2) of subsection (c) of this Section under a lawful
19 subpoena, summons, warrant, citation to discover assets, or
20 court order only after the bank sends a copy of the subpoena,
21 summons, warrant, citation to discover assets, or court order
22 to the person establishing the relationship with the bank, if
23 living, and, otherwise the person's personal representative,
24 if known, at the person's last known address by first class
25 mail, postage prepaid, through a third-party commercial
26 carrier or courier with delivery charge fully prepaid, by hand

1 delivery, or by electronic delivery at an email address on
2 file with the bank (if the person establishing the
3 relationship with the bank has consented to receive electronic
4 delivery and, if the person establishing the relationship with
5 the bank is a consumer, the person has consented under the
6 consumer consent provisions set forth in Section 7001 of Title
7 15 of the United States Code), unless the bank is specifically
8 prohibited from notifying the person by order of court or by
9 applicable State or federal law. A bank shall not mail a copy
10 of a subpoena to any person pursuant to this subsection if the
11 subpoena was issued by a grand jury.

12 (e) Any officer or employee of a bank who knowingly and
13 willfully furnishes financial records in violation of this
14 Section is guilty of a business offense and, upon conviction,
15 shall be fined not more than \$1,000.

16 (f) Any person who knowingly and willfully induces or
17 attempts to induce any officer or employee of a bank to
18 disclose financial records in violation of this Section is
19 guilty of a business offense and, upon conviction, shall be
20 fined not more than \$1,000.

21 (g) A bank shall be reimbursed for costs that are
22 reasonably necessary and that have been directly incurred in
23 searching for, reproducing, or transporting books, papers,
24 records, or other data required or requested to be produced
25 pursuant to a lawful subpoena, summons, warrant, citation to
26 discover assets, or court order. The Commissioner shall

1 determine the rates and conditions under which payment may be
2 made.

3 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
4 revised 11-20-25.)

5 Section 10. The Savings Bank Act is amended by changing
6 Section 4013 as follows:

7 (205 ILCS 205/4013)

8 Sec. 4013. Access to books and records; communication with
9 members and shareholders.

10 (a) Every member or shareholder shall have the right to
11 inspect books and records of the savings bank that pertain to
12 his accounts. Otherwise, the right of inspection and
13 examination of the books and records shall be limited as
14 provided in this Act, and no other person shall have access to
15 the books and records nor shall be entitled to a list of the
16 members or shareholders.

17 (b) For the purpose of this Section, the term "financial
18 records" means any original, any copy, or any summary of (1) a
19 document granting signature authority over a deposit or
20 account; (2) a statement, ledger card, or other record on any
21 deposit or account that shows each transaction in or with
22 respect to that account; (3) a check, draft, or money order
23 drawn on a savings bank or issued and payable by a savings
24 bank; or (4) any other item containing information pertaining

1 to any relationship established in the ordinary course of a
2 savings bank's business between a savings bank and its
3 customer, including financial statements or other financial
4 information provided by the member or shareholder.

5 (c) This Section does not prohibit:

6 (1) The preparation, examination, handling, or
7 maintenance of any financial records by any officer,
8 employee, or agent of a savings bank having custody of
9 records or examination of records by a certified public
10 accountant engaged by the savings bank to perform an
11 independent audit.

12 (2) The examination of any financial records by, or
13 the furnishing of financial records by a savings bank to,
14 any officer, employee, or agent of the Commissioner of
15 Banks and Real Estate or the federal depository
16 institution regulator for use solely in the exercise of
17 his duties as an officer, employee, or agent.

18 (3) The publication of data furnished from financial
19 records relating to members or holders of capital where
20 the data cannot be identified to any particular member,
21 shareholder, or account.

22 (4) The making of reports or returns required under
23 Chapter 61 of the Internal Revenue Code of 1986.

24 (5) Furnishing information concerning the dishonor of
25 any negotiable instrument permitted to be disclosed under
26 the Uniform Commercial Code.

1 (6) The exchange in the regular course of business of
2 (i) credit information between a savings bank and other
3 savings banks or financial institutions or commercial
4 enterprises, directly or through a consumer reporting
5 agency, or (ii) financial records or information derived
6 from financial records between a savings bank and other
7 savings banks or financial institutions or commercial
8 enterprises for the purpose of conducting due diligence
9 pursuant to a purchase or sale involving the savings bank
10 or assets or liabilities of the savings bank.

11 (7) The furnishing of information to the appropriate
12 law enforcement authorities where the savings bank
13 reasonably believes it has been the victim of a crime.

14 (8) The furnishing of information pursuant to the
15 Revised Uniform Unclaimed Property Act.

16 (9) The furnishing of information pursuant to the
17 Illinois Income Tax Act and the Illinois Estate and
18 Generation-Skipping Transfer Tax Act.

19 (10) The furnishing of information pursuant to the
20 federal Currency and Foreign Transactions Reporting Act,
21 (Title 31, United States Code, Section 1051 et seq.).

22 (11) The furnishing of information pursuant to any
23 other statute which, by its terms or by regulations
24 promulgated thereunder, requires the disclosure of
25 financial records other than by subpoena, summons,
26 warrant, or court order.

1 (12) The furnishing of information in accordance with
2 the federal Personal Responsibility and Work Opportunity
3 Reconciliation Act of 1996. Any savings bank governed by
4 this Act shall enter into an agreement for data exchanges
5 with a State agency provided the State agency pays to the
6 savings bank a reasonable fee not to exceed its actual
7 cost incurred. A savings bank providing information in
8 accordance with this item shall not be liable to any
9 account holder or other person for any disclosure of
10 information to a State agency, for encumbering or
11 surrendering any assets held by the savings bank in
12 response to a lien or order to withhold and deliver issued
13 by a State agency, or for any other action taken pursuant
14 to this item, including individual or mechanical errors,
15 provided the action does not constitute gross negligence
16 or willful misconduct. A savings bank shall have no
17 obligation to hold, encumber, or surrender assets until it
18 has been served with a subpoena, summons, warrant, court
19 or administrative order, lien, or levy.

20 (13) The furnishing of information to law enforcement
21 authorities, the Illinois Department on Aging and its
22 regional administrative and provider agencies, the
23 Department of Human Services Office of Inspector General,
24 or public guardians: (i) upon subpoena by the
25 investigatory entity or the guardian, or (ii) as part of a
26 mandated report if there is suspicion by the savings bank

1 or a mandated reporter as defined in Section 2 of the Adult
2 Protective Services Act that a customer who is an elderly
3 person or person with a disability has been or may become
4 the victim of financial exploitation. For the purposes of
5 this item (13), the term: (i) "elderly person" means a
6 person who is 60 or more years of age, (ii) "person with a
7 disability" means a person who has or reasonably appears
8 to the savings bank to have a physical or mental
9 disability that impairs his or her ability to seek or
10 obtain protection from or prevent financial exploitation,
11 and (iii) "financial exploitation" means tortious or
12 illegal use of the assets or resources of an elderly
13 person or person with a disability, and includes, without
14 limitation, misappropriation of the assets or resources of
15 the elderly person or person with a disability by undue
16 influence, breach of fiduciary relationship, intimidation,
17 fraud, deception, extortion, or the use of assets or
18 resources in any manner contrary to law. A savings bank, a
19 mandated reporter, or other persons ~~or person~~ furnishing
20 information pursuant to this item (13) shall be entitled
21 to the same rights and protections as other persons ~~a~~
22 ~~person~~ furnishing information under the Adult Protective
23 Services Act and the Illinois Domestic Violence Act of
24 1986.

25 (13.5) The furnishing of information to any person on
26 a list submitted and periodically updated by a customer

1 who is an elderly person or person with a disability, if
2 there is suspicion by the savings bank that the customer
3 has been or may become a victim of financial exploitation.
4 For purposes of this Section, the terms "elderly person",
5 "person with a disability", and "financial exploitation"
6 have the meanings given to those terms in item (13). The
7 savings bank may convey the suspicion to any of the
8 following persons, if the person is not the suspected
9 perpetrator: (i) any person on the list; (ii) any
10 co-owner, additional authorized signatory, or beneficiary
11 on the account of the member; or (iii) any person known by
12 the savings bank to be a family member, including a
13 parent, spouse, adult child, or sibling. When providing
14 information under this item, the savings bank may pause
15 the transaction in accordance with the account holder
16 agreement or similar documents and shall limit the
17 information and only disclose that the savings bank has
18 cause to suspect that the customer may be a victim or
19 target of financial exploitation and the basis or bases of
20 the savings bank's reasonable suspicion, without
21 disclosing any other details or confidential information
22 regarding the financial affairs of the customer. Any
23 disclosure made in accordance with this subsection shall
24 comply with all other privacy laws and legal prohibitions,
25 including confidentiality requirements for suspicious
26 activity reports. The savings bank may rely on information

1 provided by the customer in compiling the list of contact
2 persons. The savings bank and any employee of the savings
3 bank acting in good faith is immune from all criminal,
4 civil, and administrative liability for pausing the
5 transaction, contacting a person, or electing not to
6 contact a person under this item (13.5) and for actions
7 taken in furtherance of that determination, if the
8 determination was made based on a reasonable suspicion.

9 (14) The disclosure of financial records or
10 information as necessary to effect, administer, or enforce
11 a transaction requested or authorized by the member or
12 holder of capital, or in connection with:

13 (A) servicing or processing a financial product or
14 service requested or authorized by the member or
15 holder of capital;

16 (B) maintaining or servicing an account of a
17 member or holder of capital with the savings bank; or

18 (C) a proposed or actual securitization or
19 secondary market sale (including sales of servicing
20 rights) related to a transaction of a member or holder
21 of capital.

22 Nothing in this item (14), however, authorizes the
23 sale of the financial records or information of a member
24 or holder of capital without the consent of the member or
25 holder of capital.

26 (15) The exchange in the regular course of business of

1 information between a savings bank and any commonly owned
2 affiliate of the savings bank, subject to the provisions
3 of the Financial Institutions Insurance Sales Law.

4 (16) The disclosure of financial records or
5 information as necessary to protect against or prevent
6 actual or potential fraud, unauthorized transactions,
7 claims, or other liability.

8 (17) (a) The disclosure of financial records or
9 information related to a private label credit program
10 between a financial institution and a private label party
11 in connection with that private label credit program. Such
12 information is limited to outstanding balance, available
13 credit, payment and performance and account history,
14 product references, purchase information, and information
15 related to the identity of the customer.

16 (b) (1) For purposes of this paragraph (17) of
17 subsection (c) of Section 4013, a "private label credit
18 program" means a credit program involving a financial
19 institution and a private label party that is used by a
20 customer of the financial institution and the private
21 label party primarily for payment for goods or services
22 sold, manufactured, or distributed by a private label
23 party.

24 (2) For purposes of this paragraph (17) of subsection
25 (c) of Section 4013, a "private label party" means, with
26 respect to a private label credit program, any of the

1 following: a retailer, a merchant, a manufacturer, a trade
2 group, or any such person's affiliate, subsidiary, member,
3 agent, or service provider.

4 (18)(a) The furnishing of financial records of a
5 customer to the Department to aid the Department's initial
6 determination or subsequent re-determination of the
7 customer's eligibility for Medicaid and Medicaid long-term
8 care benefits for long-term care services, provided that
9 the savings bank receives the written consent and
10 authorization of the customer, which shall:

11 (1) have the customer's signature notarized;

12 (2) be signed by at least one witness who
13 certifies that he or she believes the customer to be of
14 sound mind and memory;

15 (3) be tendered to the savings bank at the
16 earliest practicable time following its execution,
17 certification, and notarization;

18 (4) specifically limit the disclosure of the
19 customer's financial records to the Department; and

20 (5) be in substantially the following form:

21 CUSTOMER CONSENT AND AUTHORIZATION
22 FOR RELEASE OF FINANCIAL RECORDS

23 I, , hereby authorize
24 (Name of Customer)

1
2

(Name of Financial Institution)

3
4

(Address of Financial Institution)

5 to disclose the following financial records:

6 any and all information concerning my deposit, savings, money
7 market, certificate of deposit, individual retirement,
8 retirement plan, 401(k) plan, incentive plan, employee benefit
9 plan, mutual fund and loan accounts (including, but not
10 limited to, any indebtedness or obligation for which I am a
11 co-borrower, co-obligor, guarantor, or surety), and any and
12 all other accounts in which I have an interest and any other
13 information regarding me in the possession of the Financial
14 Institution,

15 to the Illinois Department of Human Services or the Illinois
16 Department of Healthcare and Family Services, or both ("the
17 Department"), for the following purpose(s):

18 to aid in the initial determination or re-determination by the
19 State of Illinois of my eligibility for Medicaid long-term
20 care benefits, pursuant to applicable law.

1 I understand that this Consent and Authorization may be
2 revoked by me in writing at any time before my financial
3 records, as described above, are disclosed, and that this
4 Consent and Authorization is valid until the Financial
5 Institution receives my written revocation. This Consent and
6 Authorization shall constitute valid authorization for the
7 Department identified above to inspect all such financial
8 records set forth above, and to request and receive copies of
9 such financial records from the Financial Institution (subject
10 to such records search and reproduction reimbursement policies
11 as the Financial Institution may have in place). An executed
12 copy of this Consent and Authorization shall be sufficient and
13 as good as the original and permission is hereby granted to
14 honor a photostatic or electronic copy of this Consent and
15 Authorization. Disclosure is strictly limited to the
16 Department identified above and no other person or entity
17 shall receive my financial records pursuant to this Consent
18 and Authorization. By signing this form, I agree to indemnify
19 and hold the Financial Institution harmless from any and all
20 claims, demands, and losses, including reasonable attorneys
21 fees and expenses, arising from or incurred in its reliance on
22 this Consent and Authorization. As used herein, "Customer"
23 shall mean "Member" if the Financial Institution is a credit
24 union.

1

2 (Date) (Signature of Customer)

3

4

5 (Address of Customer)

6

7 (Customer's birth date)

8 (month/day/year)

9 The undersigned witness certifies that ,
10 known to me to be the same person whose name is subscribed as
11 the customer to the foregoing Consent and Authorization,
12 appeared before me and the notary public and acknowledged
13 signing and delivering the instrument as his or her free and
14 voluntary act for the uses and purposes therein set forth. I
15 believe him or her to be of sound mind and memory. The
16 undersigned witness also certifies that the witness is not an
17 owner, operator, or relative of an owner or operator of a
18 long-term care facility in which the customer is a patient or
19 resident.

20 Dated:

21 (Signature of Witness)

1
2 (Print Name of Witness)

3
4
5 (Address of Witness)

6 State of Illinois)
7) ss.
8 County of

9 The undersigned, a notary public in and for the above county
10 and state, certifies that, known to me to be the
11 same person whose name is subscribed as the customer to the
12 foregoing Consent and Authorization, appeared before me
13 together with the witness,, in person and
14 acknowledged signing and delivering the instrument as the free
15 and voluntary act of the customer for the uses and purposes
16 therein set forth.

17 Dated:
18 Notary Public:
19 My commission expires:

20 (b) In no event shall the savings bank distribute the
21 customer's financial records to the long-term care

1 facility from which the customer seeks initial or
2 continuing residency or long-term care services.

3 (c) A savings bank providing financial records of a
4 customer in good faith relying on a consent and
5 authorization executed and tendered in accordance with
6 this paragraph (18) shall not be liable to the customer or
7 any other person in relation to the savings bank's
8 disclosure of the customer's financial records to the
9 Department. The customer signing the consent and
10 authorization shall indemnify and hold the savings bank
11 harmless that relies in good faith upon the consent and
12 authorization and incurs a loss because of such reliance.
13 The savings bank recovering under this indemnification
14 provision shall also be entitled to reasonable attorney's
15 fees and the expenses of recovery.

16 (d) A savings bank shall be reimbursed by the customer
17 for all costs reasonably necessary and directly incurred
18 in searching for, reproducing, and disclosing a customer's
19 financial records required or requested to be produced
20 pursuant to any consent and authorization executed under
21 this paragraph (18). The requested financial records shall
22 be delivered to the Department within 10 days after
23 receiving a properly executed consent and authorization or
24 at the earliest practicable time thereafter if the
25 requested records cannot be delivered within 10 days, but
26 delivery may be delayed until the final reimbursement of

1 all costs is received by the savings bank. The savings
2 bank may honor a photostatic or electronic copy of a
3 properly executed consent and authorization.

4 (e) Nothing in this paragraph (18) shall impair,
5 abridge, or abrogate the right of a customer to:

6 (1) directly disclose his or her financial records
7 to the Department or any other person; or

8 (2) authorize his or her attorney or duly
9 appointed agent to request and obtain the customer's
10 financial records and disclose those financial records
11 to the Department.

12 (f) For purposes of this paragraph (18), "Department"
13 means the Department of Human Services and the Department
14 of Healthcare and Family Services or any successor
15 administrative agency of either agency.

16 (19) The furnishing of financial records of a deceased
17 customer to a public administrator of any county or other
18 governmental jurisdiction for the purpose of facilitating
19 burial of the customer.

20 (20) ~~(19)~~ The furnishing of financial information to
21 the executor, executrix, administrator, or other lawful
22 representative of the estate of a customer.

23 (d) A savings bank may not disclose to any person, except
24 to the member or holder of capital or his duly authorized
25 agent, any financial records relating to that member or
26 shareholder of the savings bank unless:

1 (1) the member or shareholder has authorized
2 disclosure to the person; or

3 (2) the financial records are disclosed in response to
4 a lawful subpoena, summons, warrant, citation to discover
5 assets, or court order that meets the requirements of
6 subsection (e) of this Section.

7 (e) A savings bank shall disclose financial records under
8 subsection (d) of this Section pursuant to a lawful subpoena,
9 summons, warrant, citation to discover assets, or court order
10 only after the savings bank sends a copy of the subpoena,
11 summons, warrant, citation to discover assets, or court order
12 to the person establishing the relationship with the savings
13 bank, if living, and otherwise, the person's personal
14 representative, if known, at the person's last known address
15 by first class mail, postage prepaid, through a third-party
16 commercial carrier or courier with delivery charge fully
17 prepaid, by hand delivery, or by electronic delivery at an
18 email address on file with the savings bank (if the person
19 establishing the relationship with the savings bank has
20 consented to receive electronic delivery and, if the person
21 establishing the relationship with the savings bank is a
22 consumer, the person has consented under the consumer consent
23 provisions set forth in Section 7001 of Title 15 of the United
24 States Code), unless the savings bank is specifically
25 prohibited from notifying the person by order of court or by
26 applicable State or federal law. A savings bank shall not mail

1 a copy of a subpoena to any customer pursuant to this
2 subsection if the subpoena was issued by a grand jury.

3 (f) Any officer or employee of a savings bank who
4 knowingly and willfully furnishes financial records in
5 violation of this Section is guilty of a business offense and,
6 upon conviction, shall be fined not more than \$1,000.

7 (g) Any person who knowingly and willfully induces or
8 attempts to induce any officer or employee of a savings bank to
9 disclose financial records in violation of this Section is
10 guilty of a business offense and, upon conviction, shall be
11 fined not more than \$1,000.

12 (h) If any member or shareholder desires to communicate
13 with the other members or shareholders of the savings bank
14 with reference to any question pending or to be presented at an
15 annual or special meeting, the savings bank shall give that
16 person, upon request, a statement of the approximate number of
17 members or shareholders entitled to vote at the meeting and an
18 estimate of the cost of preparing and delivering the
19 communication. The requesting member shall submit the
20 communication to the Commissioner who, upon finding it to be
21 appropriate and truthful, shall direct that it be prepared and
22 delivered to the members upon the requesting member's or
23 shareholder's payment or adequate provision for payment of the
24 expenses of preparation and delivery.

25 (i) A savings bank shall be reimbursed for costs that are
26 necessary and that have been directly incurred in searching

1 for, reproducing, or transporting books, papers, records, or
2 other data required to be reproduced pursuant to a lawful
3 subpoena, warrant, citation to discover assets, or court
4 order.

5 (j) Notwithstanding the provisions of this Section, a
6 savings bank may sell or otherwise make use of lists of names
7 and addresses of persons who have obtained a financial product
8 or service from the savings bank. All other information is
9 subject to the disclosure provisions of this Section. At the
10 request of any person who has obtained a financial product or
11 service from the savings bank, that person's name and address
12 shall be deleted from any list that is to be sold or used in
13 any other manner beyond identification of the person's
14 accounts.

15 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
16 revised 11-20-25.)

17 Section 15. The Illinois Credit Union Act is amended by
18 changing Section 10 as follows:

19 (205 ILCS 305/10)

20 Sec. 10. Credit union records; member financial records.

21 (1) A credit union shall establish and maintain books,
22 records, accounting systems, and procedures which accurately
23 reflect its operations and which enable the Department to
24 readily ascertain the true financial condition of the credit

1 union and whether it is complying with this Act.

2 (2) A photostatic or photographic reproduction of any
3 credit union records shall be admissible as evidence of
4 transactions with the credit union.

5 (3)(a) For the purpose of this Section, the term
6 "financial records" means any original, any copy, or any
7 summary of (1) a document granting signature authority over an
8 account, (2) a statement, ledger card, or other record on any
9 account which shows each transaction in or with respect to
10 that account, (3) a check, draft, or money order drawn on a
11 financial institution or other entity or issued and payable by
12 or through a financial institution or other entity, or (4) any
13 other item containing information pertaining to any
14 relationship established in the ordinary course of business
15 between a credit union and its member, including financial
16 statements or other financial information provided by the
17 member.

18 (b) This Section does not prohibit:

19 (1) The preparation, examination, handling, or
20 maintenance of any financial records by any officer,
21 employee, or agent of a credit union having custody of
22 such records, or the examination of such records by a
23 certified public accountant engaged by the credit union to
24 perform an independent audit.

25 (2) The examination of any financial records by or the
26 furnishing of financial records by a credit union to any

1 officer, employee, or agent of the Department, the
2 National Credit Union Administration, Federal Reserve
3 Board or any insurer of share accounts for use solely in
4 the exercise of his duties as an officer, employee, or
5 agent.

6 (3) The publication of data furnished from financial
7 records relating to members where the data cannot be
8 identified to any particular member or account.

9 (4) The making of reports or returns required under
10 Chapter 61 of the Internal Revenue Code of 1954.

11 (5) Furnishing information concerning the dishonor of
12 any negotiable instrument permitted to be disclosed under
13 the Uniform Commercial Code.

14 (6) The exchange in the regular course of business of
15 (i) credit information between a credit union and other
16 credit unions or financial institutions or commercial
17 enterprises, directly or through a consumer reporting
18 agency, or (ii) financial records or information derived
19 from financial records between a credit union and other
20 credit unions or financial institutions or commercial
21 enterprises for the purpose of conducting due diligence
22 pursuant to a merger or a purchase or sale of assets or
23 liabilities of the credit union.

24 (7) The furnishing of information to the appropriate
25 law enforcement authorities where the credit union
26 reasonably believes it has been the victim of a crime.

1 (8) The furnishing of information pursuant to the
2 Revised Uniform Unclaimed Property Act.

3 (9) The furnishing of information pursuant to the
4 Illinois Income Tax Act and the Illinois Estate and
5 Generation-Skipping Transfer Tax Act.

6 (10) The furnishing of information pursuant to the
7 federal Currency and Foreign Transactions Reporting Act,
8 Title 31, United States Code, Section 1051 et sequentia.

9 (11) The furnishing of information pursuant to any
10 other statute which by its terms or by regulations
11 promulgated thereunder requires the disclosure of
12 financial records other than by subpoena, summons,
13 warrant, or court order.

14 (12) The furnishing of information in accordance with
15 the federal Personal Responsibility and Work Opportunity
16 Reconciliation Act of 1996. Any credit union governed by
17 this Act shall enter into an agreement for data exchanges
18 with a State agency provided the State agency pays to the
19 credit union a reasonable fee not to exceed its actual
20 cost incurred. A credit union providing information in
21 accordance with this item shall not be liable to any
22 account holder or other person for any disclosure of
23 information to a State agency, for encumbering or
24 surrendering any assets held by the credit union in
25 response to a lien or order to withhold and deliver issued
26 by a State agency, or for any other action taken pursuant

1 to this item, including individual or mechanical errors,
2 provided the action does not constitute gross negligence
3 or willful misconduct. A credit union shall have no
4 obligation to hold, encumber, or surrender assets until it
5 has been served with a subpoena, summons, warrant, court
6 or administrative order, lien, or levy.

7 (13) The furnishing of information to law enforcement
8 authorities, the Illinois Department on Aging and its
9 regional administrative and provider agencies, the
10 Department of Human Services Office of Inspector General,
11 or public guardians: (i) upon subpoena by the
12 investigatory entity or the guardian, or (ii) as part of a
13 mandated report if there is suspicion by the credit union
14 or a mandated reporter as defined in Section 2 of the Adult
15 Protective Services Act that a member who is an elderly
16 person or person with a disability has been or may become
17 the victim of financial exploitation. For the purposes of
18 this item (13), the term: (i) "elderly person" means a
19 person who is 60 or more years of age, (ii) "person with a
20 disability" means a person who has or reasonably appears
21 to the credit union to have a physical or mental
22 disability that impairs his or her ability to seek or
23 obtain protection from or prevent financial exploitation,
24 and (iii) "financial exploitation" means tortious or
25 illegal use of the assets or resources of an elderly
26 person or person with a disability, and includes, without

1 limitation, misappropriation of the assets or resources of
2 the elderly person or person with a disability by undue
3 influence, breach of fiduciary relationship, intimidation,
4 fraud, deception, extortion, or the use of assets or
5 resources in any manner contrary to law. A credit union, a
6 mandated reporter, or other persons ~~or person~~ furnishing
7 information pursuant to this item (13) shall be entitled
8 to the same rights and protections as other persons ~~a~~
9 ~~person~~ furnishing information under the Adult Protective
10 Services Act and the Illinois Domestic Violence Act of
11 1986.

12 (13.5) The furnishing of information to any person on
13 a list submitted and periodically updated by a member who
14 is an elderly person or person with a disability, if there
15 is suspicion by the credit union that the member has been
16 or may become a victim of financial exploitation. For
17 purposes of this item (13.5), the terms "elderly person",
18 "person with a disability", and "financial exploitation"
19 have the meanings given to those terms in item (13). The
20 credit union may convey the suspicion to any of the
21 following persons, if the person is not the suspected
22 perpetrator: (i) any person on the list; (ii) any
23 co-owner, additional authorized signatory, or beneficiary
24 on the account of the member; or (iii) any person known by
25 the credit union to be a family member, including a
26 parent, spouse, adult child, or sibling. When providing

1 information under this item (13.5), the credit union may
2 pause the transaction in accordance with the account
3 holder agreement or similar documents and shall limit the
4 information and only disclose that the credit union has
5 cause to suspect that the member may be a victim or target
6 of financial exploitation and the basis or bases of the
7 credit union's reasonable suspicion, without disclosing
8 any other details or confidential information regarding
9 the financial affairs of the member. Any disclosure made
10 pursuant to this subsection shall comply with all other
11 privacy laws and legal prohibitions, including
12 confidentiality requirements for suspicious activity
13 reports. The credit union may rely on information provided
14 by the member in compiling the list of contact persons.
15 The credit union and any employee of the credit union
16 acting in good faith is immune from all criminal, civil,
17 and administrative liability for pausing the transaction,
18 contacting a person, or electing not to contact a person
19 under this item (13.5) and for actions taken in
20 furtherance of that determination, if the determination
21 was made based on a reasonable suspicion.

22 (14) The disclosure of financial records or
23 information as necessary to effect, administer, or enforce
24 a transaction requested or authorized by the member, or in
25 connection with:

26 (A) servicing or processing a financial product or

1 service requested or authorized by the member;

2 (B) maintaining or servicing a member's account
3 with the credit union; or

4 (C) a proposed or actual securitization or
5 secondary market sale (including sales of servicing
6 rights) related to a transaction of a member.

7 Nothing in this item (14), however, authorizes the
8 sale of the financial records or information of a member
9 without the consent of the member.

10 (15) The disclosure of financial records or
11 information as necessary to protect against or prevent
12 actual or potential fraud, unauthorized transactions,
13 claims, or other liability.

14 (16) (a) The disclosure of financial records or
15 information related to a private label credit program
16 between a financial institution and a private label party
17 in connection with that private label credit program. Such
18 information is limited to outstanding balance, available
19 credit, payment and performance and account history,
20 product references, purchase information, and information
21 related to the identity of the customer.

22 (b) (1) For purposes of this item (16), "private label
23 credit program" means a credit program involving a
24 financial institution and a private label party that is
25 used by a customer of the financial institution and the
26 private label party primarily for payment for goods or

1 services sold, manufactured, or distributed by a private
2 label party.

3 (2) For purposes of this item (16), "private label
4 party" means, with respect to a private label credit
5 program, any of the following: a retailer, a merchant, a
6 manufacturer, a trade group, or any such person's
7 affiliate, subsidiary, member, agent, or service provider.

8 (17)(a) The furnishing of financial records of a
9 member to the Department to aid the Department's initial
10 determination or subsequent re-determination of the
11 member's eligibility for Medicaid and Medicaid long-term
12 care benefits for long-term care services, provided that
13 the credit union receives the written consent and
14 authorization of the member, which shall:

15 (1) have the member's signature notarized;

16 (2) be signed by at least one witness who
17 certifies that he or she believes the member to be of
18 sound mind and memory;

19 (3) be tendered to the credit union at the
20 earliest practicable time following its execution,
21 certification, and notarization;

22 (4) specifically limit the disclosure of the
23 member's financial records to the Department; and

24 (5) be in substantially the following form:

25 CUSTOMER CONSENT AND AUTHORIZATION

1 FOR RELEASE OF FINANCIAL RECORDS

2 I, , hereby authorize

3 (Name of Customer)

4

5 (Name of Financial Institution)

6

7 (Address of Financial Institution)

8 to disclose the following financial records:

9 any and all information concerning my deposit, savings, money
10 market, certificate of deposit, individual retirement,
11 retirement plan, 401(k) plan, incentive plan, employee benefit
12 plan, mutual fund and loan accounts (including, but not
13 limited to, any indebtedness or obligation for which I am a
14 co-borrower, co-obligor, guarantor, or surety), and any and
15 all other accounts in which I have an interest and any other
16 information regarding me in the possession of the Financial
17 Institution,

18 to the Illinois Department of Human Services or the Illinois
19 Department of Healthcare and Family Services, or both ("the
20 Department"), for the following purpose(s):

1 to aid in the initial determination or re-determination by the
2 State of Illinois of my eligibility for Medicaid long-term
3 care benefits, pursuant to applicable law.

4 I understand that this Consent and Authorization may be
5 revoked by me in writing at any time before my financial
6 records, as described above, are disclosed, and that this
7 Consent and Authorization is valid until the Financial
8 Institution receives my written revocation. This Consent and
9 Authorization shall constitute valid authorization for the
10 Department identified above to inspect all such financial
11 records set forth above, and to request and receive copies of
12 such financial records from the Financial Institution (subject
13 to such records search and reproduction reimbursement policies
14 as the Financial Institution may have in place). An executed
15 copy of this Consent and Authorization shall be sufficient and
16 as good as the original and permission is hereby granted to
17 honor a photostatic or electronic copy of this Consent and
18 Authorization. Disclosure is strictly limited to the
19 Department identified above and no other person or entity
20 shall receive my financial records pursuant to this Consent
21 and Authorization. By signing this form, I agree to indemnify
22 and hold the Financial Institution harmless from any and all
23 claims, demands, and losses, including reasonable attorneys
24 fees and expenses, arising from or incurred in its reliance on

1 this Consent and Authorization. As used herein, "Customer"
2 shall mean "Member" if the Financial Institution is a credit
3 union.

4

5 (Date) (Signature of Customer)

6

7

8 (Address of Customer)

9

10 (Customer's birth date)

11 (month/day/year)

12 The undersigned witness certifies that,
13 known to me to be the same person whose name is subscribed as
14 the customer to the foregoing Consent and Authorization,
15 appeared before me and the notary public and acknowledged
16 signing and delivering the instrument as his or her free and
17 voluntary act for the uses and purposes therein set forth. I
18 believe him or her to be of sound mind and memory. The
19 undersigned witness also certifies that the witness is not an
20 owner, operator, or relative of an owner or operator of a
21 long-term care facility in which the customer is a patient or
22 resident.

1 Dated:

2 (Signature of Witness)

3

4 (Print Name of Witness)

5

6

7 (Address of Witness)

8 State of Illinois)

9) ss.

10 County of

11 The undersigned, a notary public in and for the above county
12 and state, certifies that, known to me to be the
13 same person whose name is subscribed as the customer to the
14 foregoing Consent and Authorization, appeared before me
15 together with the witness,, in person and
16 acknowledged signing and delivering the instrument as the free
17 and voluntary act of the customer for the uses and purposes
18 therein set forth.

19 Dated:

20 Notary Public:

1 My commission expires:

2 (b) In no event shall the credit union distribute the
3 member's financial records to the long-term care facility
4 from which the member seeks initial or continuing
5 residency or long-term care services.

6 (c) A credit union providing financial records of a
7 member in good faith relying on a consent and
8 authorization executed and tendered in accordance with
9 this item (17) shall not be liable to the member or any
10 other person in relation to the credit union's disclosure
11 of the member's financial records to the Department. The
12 member signing the consent and authorization shall
13 indemnify and hold the credit union harmless that relies
14 in good faith upon the consent and authorization and
15 incurs a loss because of such reliance. The credit union
16 recovering under this indemnification provision shall also
17 be entitled to reasonable attorney's fees and the expenses
18 of recovery.

19 (d) A credit union shall be reimbursed by the member
20 for all costs reasonably necessary and directly incurred
21 in searching for, reproducing, and disclosing a member's
22 financial records required or requested to be produced
23 pursuant to any consent and authorization executed under
24 this item (17). The requested financial records shall be
25 delivered to the Department within 10 days after receiving

1 a properly executed consent and authorization or at the
2 earliest practicable time thereafter if the requested
3 records cannot be delivered within 10 days, but delivery
4 may be delayed until the final reimbursement of all costs
5 is received by the credit union. The credit union may
6 honor a photostatic or electronic copy of a properly
7 executed consent and authorization.

8 (e) Nothing in this item (17) shall impair, abridge,
9 or abrogate the right of a member to:

10 (1) directly disclose his or her financial records
11 to the Department or any other person; or

12 (2) authorize his or her attorney or duly
13 appointed agent to request and obtain the member's
14 financial records and disclose those financial records
15 to the Department.

16 (f) For purposes of this item (17), "Department" means
17 the Department of Human Services and the Department of
18 Healthcare and Family Services or any successor
19 administrative agency of either agency.

20 (18) The furnishing of the financial records of a
21 member to an appropriate law enforcement authority,
22 without prior notice to or consent of the member, upon
23 written request of the law enforcement authority, when
24 reasonable suspicion of an imminent threat to the personal
25 security and safety of the member exists that necessitates
26 an expedited release of the member's financial records, as

1 determined by the law enforcement authority. The law
2 enforcement authority shall include a brief explanation of
3 the imminent threat to the member in its written request
4 to the credit union. The written request shall reflect
5 that it has been authorized by a supervisory or managerial
6 official of the law enforcement authority. The decision to
7 furnish the financial records of a member to a law
8 enforcement authority shall be made by a supervisory or
9 managerial official of the credit union. A credit union
10 providing information in accordance with this item (18)
11 shall not be liable to the member or any other person for
12 the disclosure of the information to the law enforcement
13 authority.

14 (19) The furnishing of financial records of a deceased
15 member to a public administrator of any county or other
16 governmental jurisdiction for the purpose of facilitating
17 burial of the customer.

18 (20) ~~(19)~~ The furnishing of financial information to
19 the executor, executrix, administrator, or other lawful
20 representative of the estate of a member.

21 (c) Except as otherwise provided by this Act, a credit
22 union may not disclose to any person, except to the member or
23 his duly authorized agent, any financial records relating to
24 that member of the credit union unless:

25 (1) the member has authorized disclosure to the
26 person;

1 (2) the financial records are disclosed in response to
2 a lawful subpoena, summons, warrant, citation to discover
3 assets, or court order that meets the requirements of
4 subparagraph (3) (d) of this Section; or

5 (3) the credit union is attempting to collect an
6 obligation owed to the credit union and the credit union
7 complies with the provisions of Section 2I of the Consumer
8 Fraud and Deceptive Business Practices Act.

9 (d) A credit union shall disclose financial records under
10 item (3) (c) (2) of this Section pursuant to a lawful subpoena,
11 summons, warrant, citation to discover assets, or court order
12 only after the credit union sends a copy of the subpoena,
13 summons, warrant, citation to discover assets, or court order
14 to the person establishing the relationship with the credit
15 union, if living, and otherwise the person's personal
16 representative, if known, at the person's last known address
17 by first class mail, postage prepaid, through a third-party
18 commercial carrier or courier with delivery charge fully
19 prepaid, by hand delivery, or by electronic delivery at an
20 email address on file with the credit union (if the person
21 establishing the relationship with the credit union has
22 consented to receive electronic delivery and, if the person
23 establishing the relationship with the credit union is a
24 consumer, the person has consented under the consumer consent
25 provisions set forth in Section 7001 of Title 15 of the United
26 States Code), unless the credit union is specifically

1 prohibited from notifying the person by order of court or by
2 applicable State or federal law. In the case of a grand jury
3 subpoena, a credit union shall not mail a copy of a subpoena to
4 any person pursuant to this subsection if the subpoena was
5 issued by a grand jury or notifying the person would
6 constitute a violation of the federal Right to Financial
7 Privacy Act of 1978.

8 (e) (1) Any officer or employee of a credit union who
9 knowingly and willfully furnishes financial records in
10 violation of this Section is guilty of a business offense and
11 upon conviction thereof shall be fined not more than \$1,000.

12 (2) Any person who knowingly and willfully induces or
13 attempts to induce any officer or employee of a credit union to
14 disclose financial records in violation of this Section is
15 guilty of a business offense and upon conviction thereof shall
16 be fined not more than \$1,000.

17 (f) A credit union shall be reimbursed for costs which are
18 reasonably necessary and which have been directly incurred in
19 searching for, reproducing or transporting books, papers,
20 records or other data of a member required or requested to be
21 produced pursuant to a lawful subpoena, summons, warrant,
22 citation to discover assets, or court order. The Secretary and
23 the Director may determine, by rule, the rates and conditions
24 under which payment shall be made. Delivery of requested
25 documents may be delayed until final reimbursement of all
26 costs is received.

1 (Source: P.A. 104-123, eff. 1-1-26; 104-310, eff. 8-15-25;
2 104-403, eff. 1-1-26; revised 9-15-25.)

3 Section 20. The Adult Protective Services Act is amended
4 by changing Sections 2, 3.5, and 8 and by adding Section 16 as
5 follows:

6 (320 ILCS 20/2) (from Ch. 23, par. 6602)

7 Sec. 2. Definitions. As used in this Act, unless the
8 context requires otherwise:

9 (a) "Abandonment" means the desertion or willful forsaking
10 of an eligible adult by an individual responsible for the care
11 and custody of that eligible adult under circumstances in
12 which a reasonable person would continue to provide care and
13 custody. Nothing in this Act shall be construed to mean that an
14 eligible adult is a victim of abandonment because of health
15 care services provided or not provided by licensed health care
16 professionals.

17 (a-1) "Abuse" means causing any physical, mental or sexual
18 injury to an eligible adult, including exploitation of such
19 adult's financial resources, and abandonment or subjecting an
20 eligible adult to an environment which creates a likelihood of
21 harm to the eligible adult's health, physical and emotional
22 well-being, or welfare.

23 Nothing in this Act shall be construed to mean that an
24 eligible adult is a victim of abuse, abandonment, neglect, or

1 self-neglect for the sole reason that he or she is being
2 furnished with or relies upon treatment by spiritual means
3 through prayer alone, in accordance with the tenets and
4 practices of a recognized church or religious denomination.

5 Nothing in this Act shall be construed to mean that an
6 eligible adult is a victim of abuse because of health care
7 services provided or not provided by licensed health care
8 professionals.

9 Nothing in this Act shall be construed to mean that an
10 eligible adult is a victim of abuse in cases of criminal
11 activity by strangers, telemarketing scams, consumer fraud,
12 internet fraud, home repair disputes, complaints against a
13 homeowners' association, or complaints between landlords and
14 tenants.

15 (a-5) "Abuser" means a person who is a family member,
16 caregiver, or another person who has a continuing relationship
17 with the eligible adult and abuses, abandons, neglects, or
18 financially exploits an eligible adult.

19 (a-6) "Adult with disabilities" means a person aged 18
20 through 59 who resides in a domestic living situation and
21 whose disability as defined in subsection (c-5) impairs his or
22 her ability to seek or obtain protection from abuse,
23 abandonment, neglect, or exploitation.

24 (a-7) "Caregiver" means a person who either as a result of
25 a family relationship, voluntarily, or in exchange for
26 compensation has assumed responsibility for all or a portion

1 of the care of an eligible adult who needs assistance with
2 activities of daily living or instrumental activities of daily
3 living.

4 (b) "Department" means the Department on Aging of the
5 State of Illinois.

6 (c) "Director" means the Director of the Department.

7 (c-5) "Disability" means a physical or mental disability,
8 including, but not limited to, a developmental disability, an
9 intellectual disability, a mental illness as defined under the
10 Mental Health and Developmental Disabilities Code, or dementia
11 as defined under the Alzheimer's Disease Assistance Act.

12 (d) "Domestic living situation" means a residence where
13 the eligible adult at the time of the report lives alone or
14 with his or her family or a caregiver, or others, or other
15 community-based unlicensed facility, but is not:

16 (1) A licensed facility as defined in Section 1-113 of
17 the Nursing Home Care Act;

18 (1.5) A facility licensed under the ID/DD Community
19 Care Act;

20 (1.6) A facility licensed under the MC/DD Act;

21 (1.7) A facility licensed under the Specialized Mental
22 Health Rehabilitation Act of 2013;

23 (2) A "life care facility" as defined in the Life Care
24 Facilities Act;

25 (3) A home, institution, or other place operated by
26 the federal government or agency thereof or by the State

1 of Illinois;

2 (4) A hospital, sanitarium, or other institution, the
3 principal activity or business of which is the diagnosis,
4 care, and treatment of human illness through the
5 maintenance and operation of organized facilities
6 therefor, which is required to be licensed under the
7 Hospital Licensing Act;

8 (5) A "community living facility" as defined in the
9 Community Living Facilities Licensing Act;

10 (6) (Blank);

11 (7) A "community-integrated living arrangement" as
12 defined in the Community-Integrated Living Arrangements
13 Licensure and Certification Act or a "community
14 residential alternative" as licensed under that Act;

15 (8) An assisted living or shared housing establishment
16 as defined in the Assisted Living and Shared Housing Act;
17 or

18 (9) A supportive living facility as described in
19 Section 5-5.01a of the Illinois Public Aid Code.

20 (e) "Eligible adult" means either an adult with
21 disabilities aged 18 through 59 or a person aged 60 or older
22 who resides in a domestic living situation and is, or is
23 alleged to be, abused, abandoned, neglected, or financially
24 exploited by another individual or who neglects himself or
25 herself. "Eligible adult" also includes an adult who resides
26 in any of the facilities that are excluded from the definition

1 of "domestic living situation" under paragraphs (1) through
2 (9) of subsection (d), if either: (i) the alleged abuse,
3 abandonment, or neglect occurs outside of the facility and not
4 under facility supervision and the alleged abuser is a family
5 member, caregiver, or another person who has a continuing
6 relationship with the adult; or (ii) the alleged financial
7 exploitation is perpetrated by a family member, caregiver, or
8 another person who has a continuing relationship with the
9 adult, but who is not an employee of the facility where the
10 adult resides.

11 (f) "Emergency" means a situation in which an eligible
12 adult is living in conditions presenting a risk of death or
13 physical, mental or sexual injury and the provider agency has
14 reason to believe the eligible adult is unable to consent to
15 services which would alleviate that risk.

16 (f-1) "Financial exploitation" means the use of an
17 eligible adult's resources by another to the disadvantage of
18 that adult or the profit or advantage of a person other than
19 that adult.

20 (f-3) "Investment advisor" means any person required to
21 register as an investment adviser or investment adviser
22 representative under Section 8 of the Illinois Securities Law
23 of 1953, which for purposes of this Act excludes any bank,
24 trust company, savings bank, or credit union, or their
25 respective employees.

26 (f-5) "Mandated reporter" means any of the following

1 persons while engaged in carrying out their professional
2 duties:

3 (1) a professional or professional's delegate while
4 engaged in: (i) social services, (ii) law enforcement,
5 (iii) education, (iv) the care of an eligible adult or
6 eligible adults, or (v) any of the occupations required to
7 be licensed under the Behavior Analyst Licensing Act, the
8 Clinical Psychologist Licensing Act, the Clinical Social
9 Work and Social Work Practice Act, the Illinois Dental
10 Practice Act, the Dietitian Nutritionist Practice Act, the
11 Marriage and Family Therapy Licensing Act, the Medical
12 Practice Act of 1987, the Naprapathic Practice Act, the
13 Nurse Practice Act, the Nursing Home Administrators
14 Licensing and Disciplinary Act, the Illinois Occupational
15 Therapy Practice Act, the Illinois Optometric Practice Act
16 of 1987, the Pharmacy Practice Act, the Illinois Physical
17 Therapy Act, the Physician Assistant Practice Act of 1987,
18 the Podiatric Medical Practice Act of 1987, the
19 Respiratory Care Practice Act, the Professional Counselor
20 and Clinical Professional Counselor Licensing and Practice
21 Act, the Illinois Speech-Language Pathology and Audiology
22 Practice Act, the Veterinary Medicine and Surgery Practice
23 Act of 2004, and the Illinois Public Accounting Act;

24 (1.5) an employee of an entity providing developmental
25 disabilities services or service coordination funded by
26 the Department of Human Services;

1 (2) an employee of a vocational rehabilitation
2 facility prescribed or supervised by the Department of
3 Human Services;

4 (3) an administrator, employee, or person providing
5 services in or through an unlicensed community based
6 facility;

7 (4) any religious practitioner who provides treatment
8 by prayer or spiritual means alone in accordance with the
9 tenets and practices of a recognized church or religious
10 denomination, except as to information received in any
11 confession or sacred communication enjoined by the
12 discipline of the religious denomination to be held
13 confidential;

14 (5) field personnel of the Department of Healthcare
15 and Family Services, Department of Public Health, and
16 Department of Human Services, and any county or municipal
17 health department;

18 (6) personnel of the Department of Human Services, the
19 Guardianship and Advocacy Commission, the State Fire
20 Marshal, local fire departments, the Department on Aging
21 and its subsidiary Area Agencies on Aging and provider
22 agencies, except the State Long Term Care Ombudsman and
23 any of his or her representatives or volunteers where
24 prohibited from making such a report pursuant to 45 CFR
25 1324.11(e)(3)(iv);

26 (7) any employee of the State of Illinois not

1 otherwise specified herein who is involved in providing
2 services to eligible adults, including professionals
3 providing medical or rehabilitation services and all other
4 persons having direct contact with eligible adults;

5 (8) a person who performs the duties of a coroner or
6 medical examiner;

7 (9) a person who performs the duties of a paramedic or
8 an emergency medical technician; ~~or~~

9 (10) a person who performs the duties of an investment
10 adviser or investment adviser representative as defined in
11 Sections 2.11 and 2.12b of the Illinois Securities Law of
12 1953 respectively; ~~adviser.~~

13 (11) a person who performs the duties of a dealer or a
14 salesperson as defined in Sections 2.7 and 2.9 of the
15 Illinois Securities Law of 1953 respectively; or

16 (12) an employee of a financial institution who serves
17 either as a branch manager or member of the compliance
18 team (including as a Bank Secrecy Act officer). "Financial
19 institution" is limited to a federally or State-chartered
20 bank, savings bank, savings and loan association, or
21 credit union.

22 (g) "Neglect" means another individual's failure to
23 provide an eligible adult with or willful withholding from an
24 eligible adult the necessities of life including, but not
25 limited to, food, clothing, shelter or health care. This
26 subsection does not create any new affirmative duty to provide

1 support to eligible adults. Nothing in this Act shall be
2 construed to mean that an eligible adult is a victim of neglect
3 because of health care services provided or not provided by
4 licensed health care professionals.

5 (h) "Provider agency" means any public or nonprofit agency
6 in a planning and service area that is selected by the
7 Department or appointed by the regional administrative agency
8 with prior approval by the Department on Aging to receive and
9 assess reports of alleged or suspected abuse, abandonment,
10 neglect, or financial exploitation. A provider agency is also
11 referenced as a "designated agency" in this Act.

12 (i) "Regional administrative agency" means any public or
13 nonprofit agency in a planning and service area that provides
14 regional oversight and performs functions as set forth in
15 subsection (b) of Section 3 of this Act. The Department shall
16 designate an Area Agency on Aging as the regional
17 administrative agency or, in the event the Area Agency on
18 Aging in that planning and service area is deemed by the
19 Department to be unwilling or unable to provide those
20 functions, the Department may serve as the regional
21 administrative agency or designate another qualified entity to
22 serve as the regional administrative agency; any such
23 designation shall be subject to terms set forth by the
24 Department.

25 (i-5) "Self-neglect" means a condition that is the result
26 of an eligible adult's inability, due to physical or mental

1 impairments, or both, or a diminished capacity, to perform
2 essential self-care tasks that substantially threaten his or
3 her own health, including: providing essential food, clothing,
4 shelter, and health care; and obtaining goods and services
5 necessary to maintain physical health, mental health,
6 emotional well-being, and general safety. The term includes
7 compulsive hoarding, which is characterized by the acquisition
8 and retention of large quantities of items and materials that
9 produce an extensively cluttered living space, which
10 significantly impairs the performance of essential self-care
11 tasks or otherwise substantially threatens life or safety.

12 (j) "Substantiated case" means a reported case of alleged
13 or suspected abuse, abandonment, neglect, financial
14 exploitation, or self-neglect in which a provider agency,
15 after assessment, determines that there is reason to believe
16 abuse, abandonment, neglect, or financial exploitation has
17 occurred.

18 (k) "Verified" means a determination that there is "clear
19 and convincing evidence" that the specific injury or harm
20 alleged was the result of abuse, abandonment, neglect, or
21 financial exploitation.

22 (Source: P.A. 102-244, eff. 1-1-22; 102-953, eff. 5-27-22;
23 103-329, eff. 1-1-24; 103-626, eff. 1-1-25.)

24 (320 ILCS 20/3.5)

25 Sec. 3.5. Other responsibilities. The Department shall

1 also be responsible for the following activities, contingent
2 upon adequate funding; implementation shall be expanded to
3 adults with disabilities upon the effective date of this
4 amendatory Act of the 98th General Assembly, except those
5 responsibilities under subsection (a), which shall be
6 undertaken as soon as practicable:

7 (a) promotion of a wide range of endeavors for the
8 purpose of preventing abuse, abandonment, neglect,
9 financial exploitation, and self-neglect, including, but
10 not limited to, promotion of public and professional
11 education to increase awareness of abuse, abandonment,
12 neglect, financial exploitation, and self-neglect; to
13 increase reports; to establish access to and use of the
14 Registry established under Section 7.5; and to improve
15 response by various legal, financial, social, and health
16 systems;

17 (b) coordination of efforts with other agencies,
18 councils, and like entities, to include but not be limited
19 to, the Administrative Office of the Illinois Courts, the
20 Office of the Attorney General, the Illinois State Police,
21 the Illinois Law Enforcement Training Standards Board, the
22 State Triad, the Illinois Criminal Justice Information
23 Authority, the Departments of Public Health, Healthcare
24 and Family Services, and Human Services, the Illinois
25 Guardianship and Advocacy Commission, the Family Violence
26 Coordinating Council, the Illinois Violence Prevention

1 Authority, and other entities which may impact awareness
2 of, and response to, abuse, abandonment, neglect,
3 financial exploitation, and self-neglect;

4 (c) collection and analysis of data;

5 (d) monitoring of the performance of regional
6 administrative agencies and adult protective services
7 agencies;

8 (e) promotion of prevention activities;

9 (f) establishing and coordinating an aggressive
10 training program on the unique nature of adult abuse cases
11 with other agencies, councils, and like entities, to
12 include but not be limited to the Office of the Attorney
13 General, the Illinois State Police, the Illinois Law
14 Enforcement Training Standards Board, the State Triad, the
15 Illinois Criminal Justice Information Authority, the State
16 Departments of Public Health, Healthcare and Family
17 Services, and Human Services, the Family Violence
18 Coordinating Council, the Illinois Violence Prevention
19 Authority, the agency designated by the Governor under
20 Section 1 of the Protection and Advocacy for Persons with
21 Developmental Disabilities Act, and other entities that
22 may impact awareness of and response to abuse,
23 abandonment, neglect, financial exploitation, and
24 self-neglect;

25 (g) solicitation of financial institutions for the
26 purpose of making information available to the general

1 public warning of financial exploitation of adults and
2 related financial fraud or abuse, including such
3 information and warnings available through signage or
4 other written materials provided by the Department on the
5 premises of such financial institutions, provided that the
6 manner of displaying or distributing such information is
7 subject to the sole discretion of each financial
8 institution; and

9 (g-1) developing by joint rulemaking with the
10 Department of Financial and Professional Regulation
11 minimum training standards which shall be used by
12 financial institutions for their current and new employees
13 with direct customer contact and any individual who falls
14 under paragraphs (10), (11), or (12) of subsection (f-5)
15 of Section 2; the Department of Financial and Professional
16 Regulation shall retain sole visitation and enforcement
17 authority under this subsection (g-1), except that the
18 Secretary of State shall retain sole visitation and
19 enforcement authority for individuals who fall under
20 paragraphs (10) and (11) of subsection (f-5) of Section 2;
21 the Department of Financial and Professional Regulation
22 shall provide bi-annual reports to the Department ~~setting~~
23 ~~forth aggregate statistics on the training programs~~
24 ~~required under this subsection (g-1).~~

25 (Source: P.A. 102-244, eff. 1-1-22; 102-538, eff. 8-20-21;
26 102-813, eff. 5-13-22; 103-626, eff. 1-1-25.)

1 (320 ILCS 20/8) (from Ch. 23, par. 6608)

2 Sec. 8. Access to records.

3 (a) All records concerning reports of abuse, abandonment,
4 neglect, financial exploitation, or self-neglect or reports of
5 suspicious deaths due to abuse, neglect, or financial
6 exploitation and all records generated as a result of such
7 reports shall be confidential and shall not be disclosed
8 except as specifically authorized by this Act ~~or other~~
9 ~~applicable law~~. In accord with established law and Department
10 protocols, procedures, and policies, access to such records,
11 but not access to the identity of the person or persons making
12 a report of alleged abuse, abandonment, neglect, financial
13 exploitation, or self-neglect as contained in such records,
14 shall be provided, upon request, to the following persons and
15 for the following persons:

16 (1) Department staff, provider agency staff, other
17 aging network staff, and regional administrative agency
18 staff, including staff of the Chicago Department on Aging
19 while that agency is designated as a regional
20 administrative agency, in the furtherance of their
21 responsibilities under this Act;

22 (1.5) A representative of the public guardian acting
23 in the course of investigating the appropriateness of
24 guardianship for the eligible adult or while pursuing a
25 petition for guardianship of the eligible adult pursuant

1 to the Probate Act of 1975;

2 (2) A law enforcement agency or State's Attorney's
3 office investigating known or suspected abuse,
4 abandonment, neglect, financial exploitation, or
5 self-neglect. Where a provider agency has reason to
6 believe that the death of an eligible adult may be the
7 result of abuse, abandonment, or neglect, including any
8 reports made after death, the agency shall immediately
9 provide the appropriate law enforcement agency with all
10 records pertaining to the eligible adult;

11 (2.5) A law enforcement agency, fire department
12 agency, or fire protection district having proper
13 jurisdiction pursuant to a written agreement between a
14 provider agency and the law enforcement agency, fire
15 department agency, or fire protection district under which
16 the provider agency may furnish to the law enforcement
17 agency, fire department agency, or fire protection
18 district a list of all eligible adults who may be at
19 imminent risk of abuse, abandonment, neglect, financial
20 exploitation, or self-neglect;

21 (3) A physician who has before him or her or who is
22 involved in the treatment of an eligible adult whom he or
23 she reasonably suspects may be abused, abandoned,
24 neglected, financially exploited, or self-neglected or who
25 has been referred to the Adult Protective Services
26 Program;

1 (4) An eligible adult reported to be abused,
2 abandoned, neglected, financially exploited, or
3 self-neglected, or such adult's authorized guardian or
4 agent, unless such guardian or agent is the abuser or the
5 alleged abuser;

6 (4.5) A court-appointed ~~An~~ executor or administrator
7 of the estate of an eligible adult who is deceased, unless
8 the executor or administrator is the abuser or the alleged
9 abuser;

10 (5) Any court of competent jurisdiction with a valid
11 court order ~~A probate court with jurisdiction over the~~
12 ~~guardianship of an alleged victim~~ for an in camera
13 inspection;

14 (5.5) A guardian ad litem, unless such guardian ad
15 litem is the abuser or alleged abuser;

16 (6) A grand jury, upon its determination that access
17 to such records is necessary in the conduct of its
18 official business;

19 (7) Any person authorized by the Director, in writing,
20 for audit or bona fide research purposes;

21 (8) A coroner or medical examiner who has reason to
22 believe that an eligible adult has died as the result of
23 abuse, abandonment, neglect, financial exploitation, or
24 self-neglect. The Department ~~provider agency~~ shall
25 ~~immediately~~ provide the coroner or medical examiner with
26 all records pertaining to the eligible adult as soon as

1 practicable;

2 (8.5) A coroner or medical examiner having proper
3 jurisdiction, pursuant to a written agreement between a
4 provider agency and the coroner or medical examiner, under
5 which the provider agency may furnish to the office of the
6 coroner or medical examiner a list of all eligible adults
7 who may be at imminent risk of death as a result of abuse,
8 abandonment, neglect, financial exploitation, or
9 self-neglect;

10 (9) Department of Financial and Professional
11 Regulation staff and members of the Illinois Medical
12 Disciplinary Board or the Social Work Examining and
13 Disciplinary Board in the course of investigating alleged
14 violations of the Clinical Social Work and Social Work
15 Practice Act by provider agency staff or other licensing
16 bodies at the discretion of the Director of the Department
17 on Aging;

18 (9-a) Department of Healthcare and Family Services
19 staff and provider agency staff when that Department is
20 funding services to the eligible adult, including access
21 to the identity of the eligible adult;

22 (9-b) Department of Human Services staff and provider
23 agency staff when that Department is funding services to
24 the eligible adult or is providing reimbursement for
25 services provided by the abuser or alleged abuser,
26 including access to the identity of the eligible adult;

1 (10) Hearing officers in the course of conducting an
2 administrative hearing under this Act; parties to such
3 hearing shall be entitled to discovery as established by
4 rule;

5 (11) A caregiver who challenges placement on the
6 Registry shall be given the statement of allegations in
7 the abuse report and the substantiation decision in the
8 final investigative report; and

9 (12) The Illinois Guardianship and Advocacy Commission
10 and the agency designated by the Governor under Section 1
11 of the Protection and Advocacy for Persons with
12 Developmental Disabilities Act shall have access, through
13 the Department, to records, including the findings,
14 pertaining to a completed or closed investigation of a
15 report of suspected abuse, abandonment, neglect, financial
16 exploitation, or self-neglect of an eligible adult.

17 (b) The Department, at its discretion, may provide the
18 records to any professional licensing board or commission,
19 investigatory unit, prosecutorial unit, or similar
20 disciplinary body if any substantiated abuser falls under its
21 purview, as well as any persons listed under subsection (a).

22 (c) All records not generated by the Department but
23 obtained during the course of an Adult Protective Service
24 investigation or related to an Adult Protective Service case,
25 including, but not limited to, financial records and medical
26 records, shall be confidential and shall not be disclosed

1 except at the Department's sole discretion. As such, these
2 records are exempt from disclosure under the Freedom of
3 Information Act. These records may be obtained through
4 intergovernmental agreements with the Department.

5 (Source: P.A. 102-244, eff. 1-1-22; 103-329, eff. 1-1-24.)

6 (320 ILCS 20/16 new)

7 Sec. 16. Notification and reporting. By July 1, 2028, the
8 Department shall establish a web-based portal to receive
9 alleged or suspected reports of financial exploitation as well
10 as other reports of alleged or suspected abuse, abandonment,
11 neglect, or self-neglect. The Department may refer the records
12 to law enforcement and State agencies on a case-by-case basis.
13 All records shared shall be maintained for the confidential
14 use of law enforcement and the Department and are exempt from
15 disclosure under the Freedom of Information Act. This record
16 access does not entitle any entity to Adult Protective
17 Services records. For the purposes of this Section, "financial
18 exploitation" has the meaning described in subsection (a) of
19 Section 17-56 of the Criminal Code of 2012.

20 Section 25. The Illinois Securities Law of 1953 is amended
21 by adding Section 18.5 as follows:

22 (815 ILCS 5/18.5 new)

23 Sec. 18.5. Transactional holds for eligible adults.

1 (a) Dealers, salespersons, investment advisers, and
2 investment adviser representatives may contact an eligible
3 adult's trusted contact person or any person known to be a
4 family member, including a parent, spouse, adult child, or
5 sibling, when they have a reasonable suspicion that a
6 transaction or disbursement from an account of an eligible
7 adult may involve, facilitate, result in, or contribute to
8 financial exploitation of that eligible adult.

9 (b) Dealers, salespersons, investment advisers, and
10 investment adviser representatives may issue an initial
11 transactional hold when they have a reasonable suspicion that
12 a transaction or disbursement from an account of an eligible
13 adult may involve, facilitate, result in, or contribute to
14 financial exploitation of that eligible adult. Any initial
15 transactional hold must be followed by an internal review that
16 satisfies the internal policies of the financial firms that
17 issued the hold. For the purposes of this Section, "eligible
18 adult" has the meaning ascribed to that term in the Adult
19 Protective Services Act and "financial exploitation" has the
20 meaning described in subsection (a) of Section 17-56 of the
21 Criminal Code of 2012.

22 (c) Dealers, salespersons, investment advisers, and
23 investment adviser representatives acting in good faith are
24 immune from all criminal, civil, and administrative liability
25 for holding a transaction, contacting a person, or electing
26 not to contact a person and for actions taken in furtherance of

1 that determination, if the determination was made based on a
2 reasonable suspicion.

3 (d) The duration of an initial transactional hold is
4 limited to no longer than 15 business days or sooner if the
5 dealer, salesperson, investment adviser, or investment adviser
6 representative has satisfied its own internal policies by
7 conducting a review of the facts and circumstances surrounding
8 the reasonable suspicion and has made a determination that no
9 financial exploitation of the eligible adult is taking place.
10 The dealers, salesperson, investment adviser, or investment
11 adviser representative may issue an extended transactional
12 hold for an additional 45 business days following the initial
13 hold if the internal review of the available facts and
14 circumstances continues to support the reasonable suspicion
15 that financial exploitation of the specified adult has
16 occurred, is occurring, has been attempted, or will be
17 attempted. The length of the extended transactional hold may
18 be shortened or extended at any time by a court of competent
19 jurisdiction.

20 (e) If any dealer, salesperson, investment adviser, or
21 investment adviser representative issues any transactional
22 hold in accordance with this Section, the dealer or investment
23 advisor must provide notice orally or in writing of the
24 transactional hold to all parties authorized to transact
25 business on the account and to the eligible adult's trusted
26 contact person or persons within 2 business days of the hold

1 being issued, unless the dealer, salesperson, investment
2 adviser, or investment adviser representative reasonably
3 believes that the party has engaged, is engaged, or will
4 engage in the financial exploitation of the eligible adult.
5 This notice must reference the requirements and time frames
6 detailed in this Section and the reason for the hold.

7 (f) Any dealer or investment adviser that employs
8 salespersons and investment advisers conducting an internal
9 review in accordance with this Section that results in a
10 reasonable suspicion that a transaction or disbursement may
11 involve, facilitate, result in, or contribute to financial
12 exploitation of an eligible adult must notify Adult Protective
13 Services of its findings within 24 hours and share any related
14 documentation. All information shared shall be maintained for
15 the confidential use of law enforcement, the Securities
16 Department of the Office of the Secretary of State, and the
17 Department on Aging and are exempt from disclosure under the
18 Freedom of Information Act. This information access does not
19 entitle any entity to Adult Protective Services records.

20 Section 99. Effective date. This Act takes effect July 1,
21 2027."