

1 AN ACT concerning business.

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

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

6 Section 2. Definitions. In this Act:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 Section 3. Scope.

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

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

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

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

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

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

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

1 the effective date of this Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 agreement, but:

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

20 Section 12. Retention of electronic records; originals.

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

24 (1) accurately reflects the information set forth in

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

3           (2) remains accessible for later reference.

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

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

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

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

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

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

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

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

6 Section 14. Automated transaction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 Section 16. Transferable records.

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

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

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

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

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

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

1 unalterable;

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 Sec. 7. Exemptions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

1 legal rights of the general public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4           (w) (Blank).

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

1 prior to disclosure under this Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 As soon as practicable after receiving a request for any

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

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

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

26 (c-10) Employers shall provide to exclusive

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

5 (1) Access includes the following:

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 (2) the individual employee is no longer employed by

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

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

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

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

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

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

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

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

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

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

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

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



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

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

4 (20 ILCS 35/20)

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

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

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

18 (20 ILCS 2310/2310-600)

19 Sec. 2310-600. Advance directive information.

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

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

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

6 (1) The statutory Living Will Declaration form.

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

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

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

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

14 Publication may be limited to the World Wide Web.

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

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

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

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

9 (c) (Blank).

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

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

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

17 (50 ILCS 55/10)

18 Sec. 10. Definitions.

19 (a) As used in this Act:

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

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

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

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

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

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

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

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

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

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

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

11 (1) responds to the electronic notification; or

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

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

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

18 (115 ILCS 5/11.1)

19 Sec. 11.1. Dues collection.

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

1 shall be paid to the exclusive representative. Written  
2 authorization may be evidenced by electronic communications,  
3 and such writing or communication may be evidenced by the  
4 electronic signature of the employee as provided under Uniform  
5 Electronic Transactions ~~Section 5-120 of the Electronic~~  
6 ~~Commerce Security~~ Act.

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

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

8           (c) Deductions shall remain in effect until:

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

23 (205 ILCS 305/10.2)

24 Sec. 10.2. Electronic records.

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

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

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

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

18 (205 ILCS 305/19) (from Ch. 17, par. 4420)

19 Sec. 19. Meeting of members.

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

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

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

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

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

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

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

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

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

22 Sec. 20. Election or appointment of officials.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

16 (215 ILCS 5/143.34)

17 Sec. 143.34. Electronic notices and documents.

18 (a) As used in this Section:

19 "Delivered by electronic means" includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

13 (3) the party:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1 address provided by the party is no longer valid.

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

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

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

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

19 (215 ILCS 5/513a13)

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

21 (a) As used in this Section:

22 "Delivered by electronic means" includes:

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

25 (2) posting on an electronic network or site

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

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

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

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

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

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

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

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

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

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

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

15           (3) the party:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 (325 ILCS 57/5)

14 Sec. 5. State agency webpage requirements.

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

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

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

1 ~~Uniform Electronic Transactions set forth in Section 5-105 of~~  
2 ~~the Electronic Commerce Security Act.~~

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

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

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

7 Sec. 17-3. Forgery.

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

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

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

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

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

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



1       ~~Security~~ Act.

2       (b) (Blank).

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

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

17       (d) Sentence.

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

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

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

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

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

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

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

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

5 Sec. 5. Revocation.

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

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

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

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

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

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

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

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

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

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

19 Sec. 9. General provisions.

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

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

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

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

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

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

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

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

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

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

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

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

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

4 (755 ILCS 40/70)

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

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

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

4           (755 ILCS 43/20)

5           Sec. 20. Signatures required.

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

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

1 completeness meets this standard.

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

3 (755 ILCS 43/50)

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

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

24 Section 20.85. The Illinois Power of Attorney Act is



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 for Health Care shall be substantially as follows:

2 NOTICE TO THE INDIVIDUAL SIGNING

3 THE POWER OF ATTORNEY FOR HEALTH CARE

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

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

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

22 WHAT ARE THE THINGS I WANT MY

23 HEALTH CARE AGENT TO KNOW?

24 The selection of your agent should be considered

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

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

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

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

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

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

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

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

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

8 WHAT KIND OF DECISIONS CAN MY AGENT MAKE?

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

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

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

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

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

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

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

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

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

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

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

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

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

24 (i) is at least 18 years old;

25 (ii) knows you well;

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

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

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

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

10                           WHAT IF MY AGENT IS NOT AVAILABLE OR IS  
11                           UNWILLING TO MAKE DECISIONS FOR ME?

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

19                           WHAT WILL HAPPEN IF I DO NOT  
20                           CHOOSE A HEALTH CARE AGENT?

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



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

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

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

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

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

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

15 WHAT IF THERE IS NO ONE AVAILABLE

16 WHOM I TRUST TO BE MY AGENT?

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

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

2           Follow these instructions after you have completed the  
3 form:

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

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

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

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

10          (v) Give another copy to your physician.

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

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

14                   WHAT IF I CHANGE MY MIND?

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

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

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

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

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

8 MY POWER OF ATTORNEY FOR HEALTH CARE

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

12 My name (Print your full name): .....

13 My address: .....

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

15 (an agent is your personal representative under state and  
16 federal law):

17 (Agent name) .....

18 (Agent address) .....

19 (Agent phone number) .....

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

1 this power of attorney as guardian.

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

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

8 .....

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

10 .....

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

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

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

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

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

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

1 autopsy, cremation, and burial.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16          .....  
17          .....

18          My signature:.....

19          Today's date:.....

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

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

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

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

13          Witness printed name:.....

14          Witness address: .....

15          Witness signature: .....

16          Today's date:.....

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 (805 ILCS 180/1-6)

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

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

11 (5 ILCS 175/Act rep.)

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

14 (15 ILCS 405/14.01 rep.)

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

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