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## SENATE BILL NO. 612

Offered January 10, 2018

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A BILL to amend and reenact §§ 20-49.1, 20-156, 20-158 through 20-163, 20-165, 32.1-257, and 32.1-258.1 of the Code of Virginia, relating to assisted conception; parentage presumption.

\_\_\_\_\_  
Patron—Surovell

\_\_\_\_\_  
Referred to Committee for Courts of Justice

**Be it enacted by the General Assembly of Virginia:**

**1. That §§ 20-49.1, 20-156, 20-158 through 20-163, 20-165, 32.1-257, and 32.1-258.1 of the Code of Virginia are amended and reenacted as follows:**

**§ 20-49.1. How parent and child relationship established.**

A. The parent and child relationship between a child and a woman may be established prima facie by proof of her having given birth to the child, or as otherwise provided in this chapter.

B. The parent and child relationship between a child and a man may be established by:

1. Scientifically reliable genetic tests, including blood tests, ~~which~~ *that* affirm at least a ~~ninety-eight~~ 98 percent probability of paternity. Such genetic test results shall have the same legal effect as a judgment entered pursuant to § 20-49.8.

2. A voluntary written statement of the father and mother made under oath acknowledging paternity and confirming that, prior to signing the acknowledgment, the parties were provided with a written and oral description of the rights and responsibilities of acknowledging paternity and the consequences arising from a signed acknowledgment, including the right to rescind. The acknowledgement may be rescinded by either party within ~~sixty~~ 60 days from the date on which it was signed unless an administrative or judicial order relating to the child in an action to which the party seeking rescission was a party is entered prior to the rescission. A written statement shall have the same legal effect as a judgment entered pursuant to § 20-49.8 and shall be binding and conclusive unless, in a subsequent judicial proceeding, the person challenging the statement establishes that the statement resulted from fraud, duress, or a material mistake of fact. In any subsequent proceeding in which a statement acknowledging paternity is subject to challenge, the legal responsibilities of any person signing it shall not be suspended during the pendency of the proceeding, except for good cause shown. Written acknowledgments of paternity made under oath by the father and mother prior to July 1, 1990, shall have the same legal effect as a judgment entered pursuant to § 20-49.8.

3. In the absence of such acknowledgment or if the probability of paternity is less than ~~ninety-eight~~ 98 percent, such relationship may be established as otherwise provided in this chapter.

C. The parent and child relationship between a child and an adoptive parent may be established by proof of lawful adoption.

D. A person shall be presumed to be the parent of a child if:

1. Such person and the mother of the child are married to each other and the child is born during the marriage;

2. Such person and the mother of the child were married to each other and the child is born within 300 days of their date of separation, as evidenced by a written agreement or court order, or within 300 days after the marriage is terminated by death, annulment, declaration of invalidity, or divorce; or

3. Before the birth of the child, such person and the mother of the child married each other in apparent compliance with the law, even if the attempted marriage is or could be declared invalid, and the child is born during the invalid marriage or within 300 days of their date of separation, as evidenced by a written agreement or court order, or within 300 days after the marriage is terminated by death, annulment, declaration of invalidity, or divorce.

E. Any presumption in subsection D may be rebutted by sufficient evidence that would establish by a preponderance of the evidence the parentage of another person or the impossibility or improbability of cohabitation with the mother for a period of at least 300 days prior to the birth of the child.

**§ 20-156. Definitions.**

As used in this chapter, unless the context requires a different meaning:

"Assisted conception" means a pregnancy resulting from any intervening medical technology, whether in vivo or in vitro, which completely or partially replaces sexual intercourse as the means of conception. Such intervening medical technology includes, but is not limited to, conventional medical and surgical treatment as well as noncoital reproductive technology such as artificial insemination by donor, cryopreservation of gametes and embryos, in vitro fertilization, uterine embryo lavage, embryo transfer,

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59 gamete intrafallopian tube transfer, and low tubal ovum transfer.

60 "Compensation" means payment of any valuable consideration for services in excess of reasonable  
61 medical and ancillary costs.

62 "Cryopreservation" means freezing and storing of gametes and embryos for possible future use in  
63 assisted conception.

64 "Donor" means an individual, other than a surrogate, who contributes the sperm or egg used in  
65 assisted conception.

66 "Gamete" means either a sperm or an ovum.

67 "Genetic parent" means an individual who contributes a gamete resulting in a conception.

68 "Gestational mother" means the woman who gives birth to a child, regardless of her genetic  
69 relationship to the child.

70 "Embryo" means the organism resulting from the union of a sperm and an ovum from first cell  
71 division until approximately the end of the second month of gestation.

72 "Embryo transfer" means the placing of a viable embryo into the uterus of a gestational mother.

73 "Infertile" means the inability to conceive (i) after one year of unprotected sexual intercourse or (ii)  
74 as established by a diagnosis of infertility by a licensed physician.

75 "Intended parents" means a ~~man and a woman~~, married to ~~each other~~, *couple* who enter into an  
76 agreement with a surrogate under the terms of which they will be the parents of any child born to the  
77 surrogate through assisted conception regardless of the genetic relationships between the intended  
78 parents, the surrogate, and the child.

79 "In vitro" means any process that can be observed in an artificial environment such as a test tube or  
80 tissue culture plate.

81 "In vitro fertilization" means the fertilization of ova by sperm in an artificial environment.

82 "In vivo" means any process occurring within the living body.

83 "Ovum" means the female gamete or reproductive cell prior to fertilization.

84 "Reasonable medical and ancillary costs" means the costs of the performance of assisted conception,  
85 the costs of prenatal maternal health care, the costs of maternal and child health care for a reasonable  
86 ~~post partum~~ *postpartum* period, the reasonable costs for medications and maternity clothes, and any  
87 additional and reasonable costs for housing and other living expenses attributable to the pregnancy.

88 "Sperm" means the male gametes or reproductive cells which impregnate the ova.

89 "Surrogacy contract" means an agreement between intended parents, a surrogate, and her ~~husband~~  
90 *spouse*, if any, in which the surrogate agrees to be impregnated through the use of assisted conception,  
91 to carry any resulting fetus, and to relinquish to the intended parents the custody of and parental rights  
92 to any resulting child.

93 "Surrogate" means any adult woman who agrees to bear a child carried for intended parents.

94 **§ 20-158. Parentage of child resulting from assisted conception.**

95 A. Determination of parentage, generally. — Except as provided in subsections B, C, D, and E of  
96 ~~this section~~, the parentage of any child resulting from the performance of assisted conception shall be  
97 determined as follows:

98 1. The gestational mother of a child is the child's mother.

99 2. The ~~husband~~ *spouse* of the gestational mother of a child is the child's ~~father~~ *other parent*,  
100 notwithstanding any declaration of invalidity or annulment of the marriage obtained after the  
101 performance of assisted conception, unless ~~he~~ *such spouse* commences an action in which the mother  
102 and child are parties within two years after ~~he~~ *such spouse* discovers or, in the exercise of due diligence,  
103 reasonably should have discovered the child's birth and in which it is determined that ~~he~~ *such spouse*  
104 did not consent to the performance of assisted conception.

105 3. A donor is not the parent of a child conceived through assisted conception, unless the donor is the  
106 ~~husband~~ *spouse* of the gestational mother.

107 B. Death of spouse. — Any child resulting from the insemination of a ~~wife's~~ *mother's* ovum using  
108 her ~~husband's~~ *spouse's* sperm, with ~~his~~ *such spouse's* consent, is the child of the ~~husband~~ *and wife*  
109 *spouses* notwithstanding that, during the ~~ten-month~~ *10-month* period immediately preceding the birth,  
110 either party died.

111 However, any person who dies before in utero implantation of an embryo resulting from the union of  
112 ~~his~~ *the spouse's* sperm or ~~her~~ *the mother's* ovum with another gamete, whether or not the other gamete  
113 is that of the person's spouse, is not the parent of any resulting child unless (i) implantation occurs  
114 before notice of the death can reasonably be communicated to the physician performing the procedure or  
115 (ii) the person consents to be a parent in writing executed before the implantation.

116 C. Divorce. — Any child resulting from insemination of a ~~wife's~~ *mother's* ovum using her ~~husband's~~  
117 *spouse's* sperm, with ~~his~~ *such spouse's* consent, is the child of the ~~husband~~ *and wife* *spouses*  
118 notwithstanding that either party filed for a divorce or annulment during the ~~ten-month~~ *10-month* period  
119 immediately preceding the birth. Any person who is a party to an action for divorce or annulment  
120 commenced by filing before in utero implantation of an embryo resulting from the union of ~~his~~ *the*

121 spouse's sperm or ~~her~~ the mother's ovum with another gamete, whether or not the other gamete is that  
122 of the person's spouse, is not the parent of any resulting child unless (i) implantation occurs before  
123 notice of the filing can reasonably be communicated to the physician performing the procedure or (ii)  
124 the person consents in writing to be a parent, whether the writing was executed before or after the  
125 implantation.

126 D. Birth pursuant to court approved surrogacy contract. — After approval of a surrogacy contract by  
127 the court and entry of an order as provided in subsection D of § 20-160, the intended parents are the  
128 parents of any resulting child. However, if the court vacates the order approving the agreement pursuant  
129 to subsection B of § 20-161, the surrogate is the mother of the resulting child and her ~~husband~~ spouse, if  
130 any, is the ~~father~~ other parent. The intended parents may only obtain parental rights through adoption as  
131 provided in Chapter 12 (§ 63.2-1200 et seq.) of Title 63.2.

132 E. Birth pursuant to surrogacy contract not approved by court. — In the case of a surrogacy contract  
133 that has not been approved by a court as provided in § 20-160, the parentage of any resulting child shall  
134 be determined as follows:

135 1. The gestational mother is the child's mother unless ~~the intended mother~~ is a genetic parent, in  
136 which case the intended mother is the mother.

137 2. If either of the intended parents is a genetic parent of the resulting child, in which case the  
138 intended ~~father~~ is parents are the child's father parents. However, if (i) the surrogate is married, (ii) her  
139 ~~husband~~ spouse is a party to the surrogacy contract, and (iii) the surrogate exercises her right to retain  
140 custody and parental rights to the resulting child pursuant to § 20-162, then the surrogate and her  
141 ~~husband~~ spouse are the parents.

142 3. 2. If neither of the intended parents is a genetic parent of the resulting child, the surrogate is the  
143 mother and her ~~husband~~ spouse, if any, is the child's ~~father~~ other parent if ~~he~~ such spouse is a party to  
144 the contract. The intended parents may only obtain parental rights through adoption as provided in  
145 Chapter 12 (§ 63.2-1200 et seq.) of Title 63.2.

146 4. 3. After the signing and filing of the surrogate consent and report form in conformance with the  
147 requirements of subsection A of § 20-162, the intended parents are the parents of the child and the  
148 surrogate and her ~~husband~~ spouse, if any, shall not be the parents of the child.

149 **§ 20-159. Surrogacy contracts permissible.**

150 A. A surrogate, her ~~husband~~ spouse, if any, and prospective intended parents may enter into a written  
151 agreement whereby the surrogate may relinquish all her rights and duties as parent of a child conceived  
152 through assisted conception, and the intended parents may become the parents of the child as provided  
153 in subsection D or E of § 20-158.

154 B. Surrogacy contracts shall be approved by the court as provided in § 20-160. However, any  
155 surrogacy contract that has not been approved by the court shall be governed by the provisions of  
156 §§ 20-156 through 20-159 and §§ 20-162 through 20-165 including the provisions for reformation in  
157 conformance with this chapter as provided in § 20-162.

158 **§ 20-160. Petition and hearing for court approval of surrogacy contract; requirements; orders.**

159 A. Prior to the performance of assisted conception, the intended parents, the surrogate, and her  
160 ~~husband~~ spouse, if any, shall join in a petition to the circuit court of the county or city in which at least  
161 one of the parties resides. The surrogacy contract shall be signed by all the parties and acknowledged  
162 before an officer or other person authorized by law to take acknowledgments.

163 A copy of the contract shall be attached to the petition. The court shall appoint a guardian ad litem  
164 to represent the interests of any resulting child and shall appoint counsel to represent the surrogate. The  
165 court shall order a home study by a local department of social services or welfare or a licensed  
166 child-placing agency, to be completed prior to the hearing on the petition.

167 All hearings and proceedings conducted under this section shall be held in camera, and all court  
168 records shall be confidential and subject to inspection only under the standards applicable to adoptions  
169 as provided in § 63.2-1245. The court conducting the proceedings shall have exclusive and continuing  
170 jurisdiction of all matters arising under the surrogacy contract until all provisions of the contract are  
171 fulfilled.

172 B. The court shall hold a hearing on the petition. The court shall enter an order approving the  
173 surrogacy contract and authorizing the performance of assisted conception for a period of ~~twelve~~ 12  
174 months after the date of the order, and may discharge the guardian ad litem and attorney for the  
175 surrogate upon finding that:

176 1. The court has jurisdiction in accordance with § 20-157;

177 2. A local department of social services or welfare or a licensed child-placing agency has conducted  
178 a home study of the intended parents, the surrogate, and her ~~husband~~ spouse, if any, and has filed a  
179 report of this home study with the court;

180 3. The intended parents, the surrogate, and her ~~husband~~ spouse, if any, meet the standards of fitness  
181 applicable to adoptive parents;

182 4. All the parties have voluntarily entered into the surrogacy contract and understand its terms and  
183 the nature, meaning, and effect of the proceeding and understand that any agreement between them for  
184 payment of compensation is void and unenforceable;

185 5. The agreement contains adequate provisions to guarantee the payment of reasonable medical and  
186 ancillary costs either in the form of insurance, cash, escrow, bonds, or other arrangements satisfactory to  
187 the parties, including allocation of responsibility for such costs in the event of termination of the  
188 pregnancy, termination of the contract pursuant to § 20-161, or breach of the contract by any party;

189 6. The surrogate has had at least one pregnancy, and has experienced at least one live birth, and  
190 bearing another child does not pose an unreasonable risk to her physical or mental health or to that of  
191 any resulting child. This finding shall be supported by medical evidence;

192 7. Prior to signing the surrogacy contract, the intended parents, the surrogate, and her ~~husband~~  
193 *spouse*, if any, have submitted to physical examinations and psychological evaluations by practitioners  
194 licensed to perform such services pursuant to Title 54.1, and the court and all parties have been given  
195 access to the records of the physical examinations and psychological evaluations;

196 8. The intended mother is infertile, is unable to bear a child, or is unable to do so without  
197 unreasonable risk to the unborn child or to the physical or mental health of the intended mother or the  
198 child, *or neither intended parent is female*. This finding shall be supported by medical evidence;

199 9. At least one of the intended parents is expected to be the genetic parent of any child resulting  
200 from the agreement;

201 10. The ~~husband~~ *spouse* of the surrogate, if any, is a party to the surrogacy agreement;

202 11. All parties have received counseling concerning the effects of the surrogacy by a qualified health  
203 care professional or social worker, and a report containing conclusions about the capacity of the parties  
204 to enter into and fulfill the agreement has been filed with the court; and

205 12. The agreement would not be substantially detrimental to the interests of any of the affected  
206 persons.

207 C. Unless otherwise provided in the surrogacy contract, all court costs, counsel fees, and other costs  
208 and expenses associated with the hearing, including the costs of the home study, shall be assessed  
209 against the intended parents.

210 D. Within seven days of the birth of any resulting child, the intended parents shall file a written  
211 notice with the court that the child was born to the surrogate within 300 days after the last performance  
212 of assisted conception. Upon the filing of this notice and a finding that at least one of the intended  
213 parents is the genetic parent of the resulting child as substantiated by medical evidence, the court shall  
214 enter an order directing the State Registrar of Vital Records to issue a new birth certificate naming the  
215 intended parents as the parents of the child pursuant to § 32.1-261.

216 If evidence cannot be produced that at least one of the intended parents is the genetic parent of the  
217 resulting child, the court shall not enter an order directing the issuance of a new birth certificate naming  
218 the intended parents as the parents of the child, and the surrogate and her ~~husband~~ *spouse*, if any, shall  
219 be the parents of the child. The intended parents may obtain parental rights only through adoption as  
220 provided in Chapter 12 (§ 63.2-1200 et seq.) of Title 63.2.

221 **§ 20-161. Termination of court-approved surrogacy contract.**

222 A. Subsequent to an order entered pursuant to subsection B of § 20-160, but before the surrogate  
223 becomes pregnant through the use of assisted conception, the court for cause, or the surrogate, her  
224 ~~husband~~ *spouse*, if any, or the intended parents may terminate the agreement by giving written notice of  
225 termination to all other parties and by filing notice of the termination with the court. Upon receipt of the  
226 notice, the court shall vacate the order entered under subsection B of § 20-160.

227 B. Within 180 days after the last performance of any assisted conception, a surrogate who is also a  
228 genetic parent may terminate the agreement by filing written notice with the court. The court shall  
229 vacate the order entered pursuant to subsection B of § 20-160 upon finding, after notice to the parties to  
230 the agreement and a hearing, that the surrogate has voluntarily terminated the agreement and that she  
231 understands the effects of the termination.

232 Unless otherwise provided in the contract as approved, the surrogate shall incur no liability to the  
233 intended parents for exercising her rights of termination pursuant to this section.

234 **§ 20-162. Contracts not approved by the court; requirements.**

235 A. In the case of any surrogacy agreement for which prior court approval has not been obtained  
236 pursuant to § 20-160, the provisions of this section and §§ 20-156 through 20-159 and §§ 20-163  
237 through 20-165 shall apply. Any provision in a surrogacy contract that attempts to reduce the rights or  
238 responsibilities of the intended parents, surrogate, or her ~~husband~~ *spouse*, if any, or the rights of any  
239 resulting child shall be reformed to include the requirements set forth in this chapter. A provision in the  
240 contract providing for compensation to be paid to the surrogate is void and unenforceable. Such  
241 surrogacy contracts shall be enforceable and shall be construed only as follows:

242 1. The surrogate, her ~~husband~~ *spouse*, if any, and the intended parents shall be parties to any such  
243 surrogacy contract.

244 2. The contract shall be in writing, signed by all the parties, and acknowledged before an officer or  
245 other person authorized by law to take acknowledgments.

246 3. Upon expiration of three days following birth of any resulting child, the surrogate may relinquish  
247 her parental rights to the intended parents, if at least one of the intended parents is the genetic parent of  
248 the child, by signing a surrogate consent and report form naming the intended parents as the parents of  
249 the child. The surrogate consent and report form shall be developed, furnished, and distributed by the  
250 State Registrar of Vital Records. The surrogate consent and report form shall be signed and  
251 acknowledged before an officer or other person authorized by law to take acknowledgments. The  
252 surrogate consent and report form, a copy of the contract, and a statement from the physician who  
253 performed the assisted conception stating the genetic relationships between the child, the surrogate, and  
254 the intended parents, at least one of whom shall be the genetic parent of the child, shall be filed with  
255 the State Registrar within 180 days after the birth. The statement from the physician shall be signed and  
256 acknowledged before an officer or other person authorized by law to take acknowledgments. There shall  
257 be a rebuttable presumption that the statement from the physician accurately states the genetic  
258 relationships among the child, the surrogate, and the intended parents. Where a physician's statement is  
259 not available, DNA testing establishing the genetic relationships between the child, the surrogate, and the  
260 intended parents may be substituted for the physician's statement.

261 4. Upon the filing of the surrogate consent and report form and the required attachments, including  
262 the physician's statement, within 180 days of the birth, a new birth certificate shall be established by the  
263 State Registrar for the child naming the intended parents as the parents of the child as provided in  
264 § 32.1-261.

265 B. Any contract governed by the provisions of this section shall include or, in the event such  
266 provisions are not explicitly covered in the contract or are included but are inconsistent with this section,  
267 shall be deemed to include the following provisions:

268 1. The intended parents shall be the parents of any resulting child only when the surrogate  
269 relinquishes her parental rights as provided in subdivision A 3 of this section and a new birth certificate  
270 is established as provided in subdivision A 4 of this section and § 32.1-261;

271 2. Incorporation of this chapter and a statement by each of the parties that they have read and  
272 understood the contract, they know and understand their rights and responsibilities under Virginia law,  
273 and the contract was entered into knowingly and voluntarily; and

274 3. A guarantee by the intended parents for payment of reasonable medical and ancillary costs either  
275 in the form of insurance, cash, escrow, bonds, or other arrangements satisfactory to the parties, including  
276 allocation of responsibility for such costs in the event of termination of the pregnancy, termination of  
277 the contract, or breach of the contract by any party.

278 C. Under any contract that does not include an allocation of responsibility for reasonable medical and  
279 ancillary costs in the event of termination of the pregnancy, termination of the contract, or breach of the  
280 contract by any party, the following provisions shall control:

281 1. If the intended parents and the surrogate and her ~~husband~~ *spouse*, if any, and if ~~he~~ *such spouse* is  
282 a party to the contract, consent in writing to termination of the contract, the intended parents are  
283 responsible for all reasonable medical and ancillary costs for a period of six weeks following the  
284 termination.

285 2. If the surrogate voluntarily terminates the contract during the pregnancy, without consent of the  
286 intended parents, the intended parents shall be responsible for one-half of the reasonable medical and  
287 ancillary costs incurred prior to the termination.

288 3. If, after the birth of any resulting child, the surrogate fails to relinquish parental rights to the  
289 intended parents pursuant to the contract, the intended parents shall be responsible for one-half of the  
290 reasonable medical and ancillary costs incurred prior to the birth.

291 **§ 20-163. Miscellaneous provisions related to all surrogacy contracts.**

292 A. The surrogate shall be solely responsible for the clinical management of the pregnancy.

293 B. After the entry of an order under subsection B of § 20-160 or upon the execution of a contract  
294 pursuant to § 20-162, the marriage of the surrogate shall not affect the validity of the order or contract,  
295 and her ~~husband~~ *spouse* shall not be deemed a party to the contract in the absence of ~~his~~ *such spouse's*  
296 explicit written consent.

297 C. Following the entry of an order pursuant to subsection D of § 20-160 or upon the relinquishing of  
298 the custody of and parental rights to any resulting child and the filing of the surrogate consent and  
299 report form as provided in § 20-162, the intended parents shall have the custody of, parental rights to,  
300 and full responsibilities for any child resulting from the performance of assisted conception from a  
301 surrogacy agreement regardless of the child's health, physical appearance, any mental or physical  
302 handicap, and regardless of whether the child is born alive.

303 D. A child born to a surrogate within 300 days after assisted conception pursuant to an order under  
304 subsection B of § 20-160 or a contract under § 20-162 is presumed to result from the assisted

305 conception. This presumption is conclusive as to all persons who fail to file an action to test its validity  
 306 within two years after the birth of the child. The child and the parties to the contract shall be named as  
 307 parties in any such action. The action shall be filed in the court that issued or could have issued an  
 308 order under § 20-160.

309 E. Health care providers shall not be liable for recognizing the surrogate as the mother of the  
 310 resulting child before receipt of a copy of an order entered under § 20-160 or a copy of the contract, or  
 311 for recognizing the intended parents as the parents of the resulting child after receipt of such order or  
 312 copy of the contract.

313 **§ 20-165. Surrogate brokers prohibited; penalty; liability of surrogate brokers.**

314 A. It shall be unlawful for any person, firm, corporation, partnership, or other entity to accept  
 315 compensation for recruiting or procuring surrogates or to accept compensation for otherwise arranging or  
 316 inducing intended parents and surrogates to enter into surrogacy contracts in ~~this~~ *the* Commonwealth. A  
 317 violation of this section shall be punishable as a Class 1 misdemeanor.

318 B. Any person who acts as a surrogate broker in violation of this section shall, in addition, be liable  
 319 to all the parties to the purported surrogacy contract in a total amount equal to three times the amount  
 320 of compensation to have been paid to the broker pursuant to the contract. One-half of the damages  
 321 under this subsection shall be due the surrogate and her ~~husband~~ *spouse*, if any, and if ~~he~~ *such spouse* is  
 322 a party to the contract, and one-half shall be due the intended parents.

323 An action under this section shall be brought within five years of the date of the contract.

324 C. The provisions of this section shall not apply to the services of an attorney in giving legal advice  
 325 or in preparing a surrogacy contract.

326 **§ 32.1-257. Filing birth certificates; from whom required; signatures of parents.**

327 A. A certificate of birth for each live birth which occurs in this Commonwealth shall be filed with  
 328 the State Registrar within seven days after such birth. The certificate of birth shall be registered by the  
 329 State Registrar if it has been completed and filed in accordance with this section.

330 B. When a birth occurs in an institution or en route thereto, the person in charge of such institution  
 331 or an authorized designee shall obtain the personal data, and prepare the certificate either on forms  
 332 furnished by the State Registrar or by an electronic process as approved by the Board. Such person or  
 333 designee shall, if submitting a form, secure the signatures required by the certificate. The physician or  
 334 other person in attendance shall provide the medical information required by the certificate within five  
 335 days after the birth. The person in charge of the institution or an authorized designee shall certify to the  
 336 authenticity of the birth registration either by affixing his signature to the certificate or by an electronic  
 337 process approved by the Board, and shall file the certificate of birth with the State Registrar within  
 338 seven days after such birth.

339 C. When a birth occurs outside an institution, the certificate shall be prepared on forms furnished by  
 340 the State Registrar and filed by one of the following in the indicated order of priority, in accordance  
 341 with the regulations of the Board:

- 342 1. The physician in attendance at or immediately after the birth, or in the absence of such physician,
- 343 2. Any other person in attendance at or immediately after the birth, or in the absence of such a  
 344 person,

345 3. The ~~father, the~~ *mother, the other parent*, or, in the absence of the ~~father~~ *other parent* and the  
 346 inability of the mother, the person in charge of the premises where the birth occurred.

347 C1. When a birth occurs on a moving conveyance within the United States of America and the child  
 348 is first removed from the conveyance in this Commonwealth, the birth shall be registered in this  
 349 Commonwealth and the place where the child is first removed from the conveyance shall be considered  
 350 the place of birth. When a birth occurs on a moving conveyance while in international waters or air  
 351 space or in a foreign country or its air space and the child is first removed from the conveyance in this  
 352 Commonwealth, the birth shall be registered in this Commonwealth although the certificate shall indicate  
 353 the actual place of birth insofar as can be determined.

354 D. If the mother of a child is not married to the natural father of the child at the time of birth or was  
 355 not married to the natural father at any time during the ~~ten~~ *10* months next preceding such birth, the  
 356 name of the father shall not be entered on the certificate of birth without a sworn acknowledgment of  
 357 paternity, executed subsequent to the birth of the child, of both the mother and of the person to be  
 358 named as the father. In any case in which a final determination of the paternity of a child has been  
 359 made by a court of competent jurisdiction pursuant to § 20-49.8, from which no appeal has been taken  
 360 and for which the time allowed to perfect an appeal has expired, the name of the father and the surname  
 361 of the child shall be entered on the certificate of birth in accordance with the finding and order of the  
 362 court.

363 Children born of marriages prohibited by law, deemed null or void, or dissolved by a court shall  
 364 nevertheless be legitimate and the birth certificate for such children shall contain full information  
 365 concerning the ~~father~~ *other parent*.

366 For the purpose of birth registration in the case of a child resulting from assisted conception,

367 pursuant to Chapter 9 (§ 20-156 et seq.) of Title 20, the birth certificate of such child shall contain full  
368 information concerning the mother's ~~husband~~ *spouse* as the ~~father~~ *other parent* of the child and the  
369 gestational mother as the mother of the child. Donors of sperm or ova shall not have any parental rights  
370 or duties for any such child.

371 In the event any person desires to have the name of the father entered on the certificate of birth  
372 based upon the judgment of paternity of a court of another state, such person shall apply to an  
373 appropriate court of the Commonwealth for an order reflecting that such court has reviewed such  
374 judgment of paternity and has determined that such judgment of paternity was amply supported in  
375 evidence and legitimate for the purposes of Article IV, Section 1 of the United States Constitution.

376 If the order of paternity should be appealed, the registrar shall not enter the name of the alleged  
377 father on the certificate of birth during the pendency of such appeal. If the father is not named on the  
378 certificate of birth, no other information concerning the father shall be entered on the certificate.

379 E. Either of the parents of the child shall verify the accuracy of the personal data to be entered on  
380 the certificate of birth in time to permit the filing within the seven days prescribed above.

381 **§ 32.1-258.1. Certificate of Birth Resulting in Stillbirth; requirements.**

382 Upon the request of either individual listed as the ~~mother or father~~ *parent* on a report of fetal death  
383 in the Commonwealth as defined in § 32.1-264, the State Registrar shall issue a Certificate of Birth  
384 Resulting in Stillbirth for unintended, intrauterine fetal deaths occurring after a gestational period of 20  
385 weeks or more. The requesting ~~mother or father~~ *parent* may, but shall not be required to, provide a  
386 name for the stillborn child on the Certificate of Birth Resulting in Stillbirth. The Board of Health shall  
387 prescribe a reasonable fee to cover the administrative cost and preparation of such certificate. This  
388 section shall apply retroactively to any circumstances that would have resulted in the issuance of a  
389 Certificate of Birth Resulting in Stillbirth, as prescribed by the Board.