

1 AN ACT concerning surrogacy.

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 Surrogacy Act.

6 Section 5. Purpose. The purpose of this Act is to
7 establish consistent standards and procedural safeguards for
8 the protection of all parties involved in a surrogacy
9 contract in this State and to confirm the legal status of
10 children born as a result of these contracts. These standards
11 and safeguards are meant to facilitate the use of this type
12 of reproductive contract in accord with the public policy of
13 this State.

14 Section 10. Definitions. As used in this Act:

15 "Artificial insemination surrogacy" means the process by
16 which a surrogate woman is impregnated using her own ovum and
17 the sperm provided by the intended father. This may be
18 achieved either by fertilization of an egg by a sperm within
19 the surrogate woman's body or by a process in which an egg is
20 surgically removed from the woman, the egg is fertilized
21 outside of the body with the sperm, and the resulting embryo
22 is implanted in the same woman's uterus for gestation.

23 "Birth mother" means a woman who gestates an embryo
24 conceived by natural or artificial insemination, in vitro
25 fertilization, preembryo transfer, or as a result of a
26 surrogacy contract.

27 "Donor" means an individual who contributes for the
28 purpose of artificial insemination, in vitro fertilization,
29 or implantation in another, or a woman who contributes a
30 preembryo.

1 "Gestational surrogacy" means the process by which a
2 surrogate woman gestates an embryo that is conceived outside
3 of her body and to which she has made no genetic
4 contribution.

5 "Health care provider" means a person who is duly
6 licensed, certified, or otherwise authorized to provide
7 health care, including all medical, psychological, or
8 counseling professions.

9 "Informed consent" means a voluntary decision to
10 participate in the medical procedures and contractual
11 obligations involved in the surrogacy contract after being
12 fully informed by the agent or counselor of the medical,
13 psychological, and emotional risks involved and the legal,
14 financial, and contractual rights, expectations, penalties,
15 and obligations.

16 "Intended parent" means a person who enters into a
17 surrogacy contract with a surrogate, in accordance with this
18 Act, by which he or she is to become the parent of the
19 resulting child. This term shall include the intended mother,
20 intended father, or both.

21 "In vitro fertilization" means all medical and laboratory
22 procedures that are necessary to effectuate the
23 extracorporeal combining of gametes to allow fertilization to
24 occur.

25 "Preembryo" means the cell mass that results from
26 fertilization of an ovum prior to implantation.

27 "Preembryo transfer" means all medical and laboratory
28 procedures that are necessary to effectuate the transfer of a
29 preembryo into the uterine cavity.

30 "Surrogacy" means any arrangement by which a woman agrees
31 to be impregnated using either the intended father's sperm,
32 the intended mother's egg, or a preembryo with the intent
33 that the intended parent or parents are to become the legal
34 parent or parents of the resulting child after the child's

1 birth.

2 "Surrogacy contract" means a written agreement that
3 complies with at least the minimum requirements of this Act
4 and determines the rights and responsibilities of all
5 involved parties.

6 "Surrogate" means a female person, at least 21 years of
7 age, who agrees, pursuant to a surrogacy contract, to be
8 impregnated using the intended father's sperm or donor sperm
9 and the intended mother's egg, or the preembryo, with the
10 intent that, after the birth of the resulting child, the
11 legal parents shall be the intended parent or parents.

12 "Surrogacy agent" or "agent" means an individual or
13 organization that is responsible for the organization and
14 screening involved in the surrogacy arrangement and contract.

15 Section 15. Eligibility. In order to qualify as a
16 surrogate, the woman must:

- 17 (1) be at least 21 years of age;
- 18 (2) undergo medical evaluation and provide
19 documentation that demonstrates the medical acceptability
20 of the woman to undergo the in vitro fertilization or
21 preembryo transfer procedure; and
- 22 (3) undergo an evaluation by a counselor or
23 psychologist and provide written certification of the
24 counseling and evaluation determining that the woman is
25 mentally capable of complying with the surrogate contract
26 to the health care provider performing the in vitro
27 fertilization or preembryo transfer procedure.

28 Section 20. Rights of parentage.

29 (a) A woman who gives birth to a child shall be the
30 mother of that child unless otherwise provided for in this
31 Act. In the case of surrogacy, the intended mother is the
32 mother of the child for purposes of State law.

1 (b) A man is presumed to be the father of the child if he
2 is the biological father or the intended father who has
3 acknowledged his paternity in writing, prior to the
4 fertilization procedure, and agrees to accept all of the
5 obligations and rights of paternity.

6 (c) Parental rights shall vest in the intended parent or
7 parents immediately upon the birth of the child.

8 (d) In the case of gestational surrogacy, sole custody of
9 the child goes to the intended parent or intended parents.

10 (e) In the case of artificial insemination surrogacy,
11 sole custody of the child goes to the intended parents, but
12 the surrogate may petition the court for the visitation
13 rights that are outlined in the surrogacy contract. The court
14 may use its discretion in ordering visitation, but must take
15 into account the best interests of the child.

16 (f) Any person who is determined to be the parent and
17 have custody of the child under this Act is obligated to
18 support the child.

19 Section 25. Health care decisions concerning the
20 fetus. All decisions regarding the health of the birth
21 mother and the fetus shall be made by the birth mother,
22 except as agreed upon in the surrogacy contract.

23 Section 30. Legitimacy. A child created through the
24 provisions of this Act shall be considered, upon birth, the
25 legitimate child of the intended parent or parents for all
26 legal purposes.

27 Section 35. Succession. A child who is the result of a
28 surrogacy contract shall be considered a child only of his or
29 her intended parent or parents for the purposes of:

- 30 (1) intestate succession;
- 31 (2) taking against the will of any person, unless

1 the will provides otherwise; or

2 (3) being entitled to any support or similar
3 allowance during the administration of a parent's estate.

4 Section 40. Duty to support.

5 (a) Any person who is determined to be the parent of a
6 child under this Act shall support the child.

7 (b) If the parties of a surrogacy contract do not
8 substantially comply with the applicable provisions of this
9 Act, the court may impose a support obligation on any of the
10 parties. In imposing this support obligation, the court may
11 consider the seriousness of and the reasons for noncompliance
12 in order to determine which of the parties, if any, should be
13 liable for support.

14 (c) If any person willfully fails to comply with the
15 provisions of this Act and the effect of noncompliance is the
16 authorization of a procedure in violation of this Act, that
17 person may be liable for support of the resulting child.

18 (d) A breach of a surrogacy contract by the intended
19 parent or parents shall not affect their support obligation.

20 Section 45. Requirements for surrogacy contract. A
21 surrogacy contract is lawful only if the following
22 requirements are fulfilled:

23 (a) The contract is formed through a third party agent
24 who provides for the screening of all parties involved and
25 the medical and psychological evaluation and counseling for
26 the parties. The third party agent shall:

27 (1) initially coordinate the matching of the
28 potential surrogate mothers with the potential intended
29 parent or parents;

30 (2) coordinate and facilitate access to medical and
31 psychological evaluations once the potential parties to
32 the surrogacy agreement are determined;

1 (3) make an evaluation of the suitability of the
2 parties to a surrogacy contract, after the medical and
3 psychological evaluations are completed;

4 (4) submit the agent's evaluation to the court,
5 along with all other documents necessary in order to
6 provide additional guidance to the determining court; and

7 (5) provide access to medical and psychological
8 counseling for all involved parties throughout the
9 contract and for an 8-week period after the birth of the
10 child.

11 (b) The surrogate and the intended parent or parents
12 shall undergo non-medical evaluation and counseling performed
13 by a health care provider. The surrogate and the intended
14 parent or parents shall not use the same health care provider
15 and shall waive any non-disclosure privileges of the results
16 of the evaluations conducted by the health care provider. The
17 health care provider shall:

18 (1) assess each party's suitability to the agreement
19 including each party's ability to provide love,
20 affection, and guidance to the child, the ability of the
21 party to adjust to the risks of the contract, the
22 psychological history of the party, and other factors the
23 health care provider deems relevant; and

24 (2) make a finding containing his or her
25 professional opinion as to the understanding and
26 qualification of the intended parent or parents to accept
27 the responsibility of the surrogacy agreement.

28 In the case of the evaluation of the surrogate, the
29 health care provider shall make a finding containing his or
30 her professional opinion as to the understanding and
31 capability of the surrogate to perform the surrogacy
32 agreement.

33 (c) A home study for child placement must be conducted
34 with respect to the intended parent or parents by a licensed

1 child placing agency or the Department of Children and Family
2 Services. The study shall assess the condition of the home
3 and the ability of the intended parent or parents to provide
4 for the health, well-being, and general necessity of the
5 child. The results of the study shall be made available to
6 all parties of the surrogacy contract.

7 (d) Medical evaluations shall be performed by a licensed
8 physician on the surrogate and the donor or donors, if the
9 donor is to be an intended parent. The surrogate shall not be
10 examined by the same physician who examines the intended
11 parent or parents. The evaluation shall include an extensive
12 medical history. In cases of artificial insemination
13 surrogacy, the surrogate shall be subject to genetic testing.
14 In cases of gestational surrogacy, the intended mother or egg
15 donor shall be subject to genetic testing.

16 (e) Separate counsel shall represent the surrogate and
17 the intended parent or parents in all matters concerning the
18 surrogacy arrangement and contract.

19 (f) Each party to the surrogacy contract shall provide
20 the agent with a written indication of that party's informed
21 consent.

22 (g) The intended parent or parents shall place money, in
23 the amount indicated in the surrogacy contract, in escrow so
24 that the agent can ensure payment of the expenses of and the
25 compensation to the surrogate. The distribution of money for
26 compensation or expenses shall be specified in the surrogacy
27 contract.

28 (h) The surrogacy contract shall be authorized by the
29 court prior to the in vitro fertilization or preembryo
30 transfer procedure.

31 Section 50. Establishment of parent-child relationship.

32 (a) A parent-child relationship may be established in
33 the event of surrogacy if all of the following conditions are

1 met prior to the birth of the child:

2 (1) The surrogate mother certifies that she is not
3 the biological mother of the child, and that she is
4 carrying the child of the intended parent or parents.

5 (2) The husband, if any, of the surrogate mother
6 certifies that he is not the biological father of the
7 child and that the child is that of the intended parent
8 or parents.

9 (3) The intended mother certifies that she donated
10 the egg from which the child being carried by the
11 surrogate mother was conceived.

12 (4) The intended father certifies that he donated
13 the sperm from which the child being carried by the
14 surrogate mother was conceived.

15 (5) A physician licensed to practice medicine in
16 all its branches in the State of Illinois certifies that
17 the child being carried by the surrogate mother is the
18 biological child of the intended parent or parents, and
19 that neither the surrogate mother nor the surrogate
20 mother's husband, if any, is a biological parent of the
21 child being carried by the surrogate mother.

22 (b) All certifications under subsection (a) shall be in
23 writing and witnessed by 2 competent adults who are not the
24 surrogate mother, surrogate mother's husband, if any,
25 intended mother, or intended father. Certifications shall be
26 on forms prescribed by the Illinois Department of Public
27 Health, shall be executed prior to the birth of the child,
28 and shall be placed in the medical records of the surrogate
29 mother prior to the birth of the child. Copies of all
30 certifications shall be delivered to the Illinois Department
31 of Public Health prior to the birth of the child.

32 Section 55. Surrogacy contract.

33 (a) The surrogacy contract shall include, but is not

1 limited to, the following terms:

2 (1) The surrogacy contract must be in writing and
3 signed by the surrogate and the intended parent or
4 parents after the parties have had full medical,
5 psychological, and legal counseling. If the surrogate is
6 married, her spouse's signature is also required.

7 (2) The surrogate must give certification, after
8 informed consent, that she shall be impregnated, bear the
9 child, and surrender custody of the child to the intended
10 parent or parents upon the child's birth. If the
11 surrogate is married, the spouse's certification, after
12 informed consent, is required and the spouse shall
13 surrender custody and all legal claims to the child.

14 (3) The amount of compensation must be stated and
15 shall include:

16 (A) reasonable compensation;

17 (B) pregnancy-related expenses, including
18 pre-arranged medical evaluations and complications
19 occurring within an 8-week period after the
20 delivery;

21 (C) a figure representing lost wages caused by
22 the pregnancy, delivery, and post-partum recovery;

23 (D) health, disability, and life insurance
24 throughout the term of the pregnancy and for 8 weeks
25 after the delivery;

26 (E) attorney's fees and court costs relating to
27 the arrangement, contract, and authorization
28 procedures; and

29 (F) counseling fees and costs relating to
30 non-medical evaluations before and during the
31 pregnancy and for an 8-week period after delivery.

32 (4) The terms and conditions for the distribution of
33 money by the agent to the surrogate for expenses and
34 compensation must be stated.

1 (5) The name and address of the physician or
2 physicians who will perform the surrogacy procedure must
3 be stated.

4 (6) In the case of artificial insemination
5 surrogacy, any visitation rights of the surrogate mother
6 and the sperm donor, if known, must be stated.

7 (b) The surrogacy contract may include, but is not
8 limited to, the following terms:

9 (1) The intended parent or parents may appoint a
10 physician of their choice to care for the surrogate and
11 may require the surrogate to undergo with that physician
12 all medical exams, treatments, and fetal monitoring
13 procedures that the intended parent or parents or the
14 physician deem necessary for the success of the
15 pregnancy.

16 (2) The intended parent or parents may require in
17 advance of the in vitro fertilization or preembryo
18 transfer procedure that the surrogate abstain from any
19 activities that the intended parent or parents deem
20 harmful to the pregnancy and future health of the child,
21 including, but not limited to: smoking; drinking
22 alcoholic beverages; use of non-prescribed drugs; use of
23 prescription drugs not authorized by a health care
24 provider; exposure to radiation; or any other activities
25 proscribed by a health care provider.

26 (3) The intended parent or parents may choose that
27 the delivery be performed by Caesarean section.

28 (c) The surrogacy contract shall contain attachments of
29 the certifications establishing the parent-child relationship
30 as provided for in this Act and the Illinois Parentage Act of
31 1984.

32 Section 60. Judicial authorization.

33 (a) Within one week after the execution of a surrogacy

1 contract, the parties shall file notice with the court of the
2 surrogacy contract and must jointly petition the court for
3 judicial authorization.

4 (b) The petition shall include:

5 (1) the full names, ages, and residencies of all
6 parties;

7 (2) the name and address of the licensed physician
8 or physicians who will perform the procedure;

9 (3) an original copy of the surrogacy contract with
10 all of the required written consents and signatures;

11 (4) documents, evaluations, and records as required
12 by this Act;

13 (5) evidence that the intended parent or parents
14 have deposited sufficient funds in escrow; and

15 (6) a written consent by the surrogate's husband, if
16 any, acknowledging the agreement and his consent to
17 undergo testing if requested by a paternity test
18 petition.

19 (c) After the notice and petition are filed with the
20 court, the intended parent or parents shall post with the
21 court a bond of a surety company registered to do business
22 within the State. This bond shall indemnify the State for any
23 possible costs, as determined by the court, that may be
24 incurred by the State for the care and placement of the child
25 in the event of a failure of the surrogacy contract.

26 (d) The court, in its discretion, may require a hearing
27 prior to granting the judicial authorization. This hearing
28 shall be conducted according to the provisions of this Act.

29 (e) The court shall determine, no later than 60 days
30 after the filing or re-filing of the petition or, in cases
31 involving a hearing, within 60 days after the hearing,
32 whether all of the required documents, evaluations, and
33 consents have been filed and the requirements of this Act
34 have been satisfied. An order granting authorization of the

1 surrogacy contract shall be given only upon the finding that:

2 (1) all parties to the contract have given their
3 informed consent;

4 (2) the surrogacy contract conforms to all of the
5 requirements of this Act and contains no prohibited or
6 unconscionable terms;

7 (3) the evaluations and counseling required by this
8 Act have been sufficiently completed by qualified health
9 care providers; and

10 (4) the surrogacy contract is in the best interest
11 of the intended child.

12 If the court finds that the required documents, evaluations,
13 and consents are not sufficient in the original filing, the
14 court shall give the parties one month to correct the filing.

15 (f) If the parties submit another insufficient petition
16 or fail to submit an amended petition, the court shall
17 dismiss the petition. The same parties are prohibited from
18 submitting another petition for authorization of a surrogacy
19 contract for 6 months after the dismissal of the most recent
20 petition.

21 (g) The court shall refuse to authorize the surrogacy
22 contract if the court finds that any misrepresentation or
23 false statement or document was submitted in connection with
24 the petition. Any parties involved in such a filing shall be
25 prohibited from filing for authorization for one year from
26 the date of refusal.

27 (h) Either party may request a hearing to be held within
28 60 days after the order authorizing or denying the surrogacy
29 contract and may offer additional relevant information.

30 (i) The effect of the judicial order authorizing the
31 surrogacy contract shall be the termination of the parental
32 rights of the surrogate and her husband, if any, after the
33 birth of the intended child and a vesting of those rights in
34 the intended parent or parents of the surrogacy contract.

1 (j) The court shall retain jurisdiction over the
2 arrangement throughout the duration of the surrogacy contract
3 and for 8 weeks thereafter.

4 Section 65. Notice; hearings. If the court requires a
5 hearing on the petition for judicial authorization, the
6 hearing shall be held within 30 days after the filing of the
7 petition. At least 10 days prior to the hearing, notice of
8 the hearing shall be given to the parties and any mental
9 health practitioner, child placing agency, health care
10 provider, or any other person who conducted nonmedical or
11 medical evaluation or counseling with respect to a party to
12 the contract. The notice shall include the time and place of
13 the hearing.

14 All hearings shall be closed to the public and the court
15 shall admit only the essential officers of the court,
16 parties, witnesses, and counsel. The parties to the surrogacy
17 contract must be present at the hearing.

18 Papers and records pertaining to the surrogacy hearing
19 shall be subject to inspection only upon consent of all
20 petitioners or upon a showing of good cause supported by a
21 court order.

22 Section 70. Liabilities. A person who acts in negligent
23 noncompliance of this Act shall be liable for resulting
24 damages and may be jointly and severally liable for child
25 support to the resulting child under the laws of this State.
26 The sanctions provided in this Section shall be in addition
27 to any other sanctions provided by this Act.

28 Section 75. Sperm donor liability. A sperm donor may be
29 liable for child support only if he signs an agreement with
30 the other parties in the surrogacy contract to that effect.

1 Section 80. Immunities.

2 (a) Except as provided in this Act, no person shall be
3 civilly or criminally liable for nonnegligent actions taken
4 pursuant to the requirements of this Act.

5 (b) A health care provider whose actions, taken in
6 performance of a contract under this Act, are in accord with
7 reasonable medical standards shall not be subject to criminal
8 or civil liability or discipline for unprofessional conduct
9 with respect to those actions.

10 Section 85. Noncompliance.

11 (a) Noncompliance by the surrogate in artificial
12 insemination surrogacy occurs when a paternity test reveals
13 that the intended father or agreed-upon sperm donor is not
14 the natural father. Only the surrogate or the intended parent
15 or parents may petition the court to determine paternity of
16 the child. The petition for the determination of paternity
17 must be submitted to the court within 14 calendar days after
18 the birth of the child.

19 (b) Noncompliance by the surrogate or the intended parent
20 or parents occurs when that party breaches a provision of the
21 contract.

22 Section 90. Effect of noncompliance. Except as provided
23 in this Section, noncompliance with the requirements of this
24 Act shall not affect the determination of parenthood under
25 this Act nor shall breach of a judicially authorized
26 surrogacy contract affect the transfer of parentage under
27 this Act. All legal remedies are available to the non-
28 breaching party.

29 In the case of noncompliance by the surrogate in
30 artificial insemination surrogacy, the surrogate's breach
31 shall mean that the custody is placed with the surrogate and
32 her spouse, if she is married, and the intended parents shall

1 not have any legal responsibility concerning the child. In
2 this case, all legal remedies are available to the intended
3 parent or parents against the surrogate.

4 There shall be no specific performance requirement for a
5 breach by the surrogate of a surrogacy contract term that
6 requires her to be impregnated.

7 Section 95. Damages. If the surrogate fails to become
8 pregnant within a reasonable time after the surrogacy
9 contract has been judicially approved, the contract shall be
10 voidable at the option of either party.

11 If the intended parents breach a material term of the
12 contract, the surrogate may recover health care expenses that
13 the intended parents were required to pay, collect the fees
14 provided for in the contract, and, if the breach was the
15 refusal to accept the child, collect child support from the
16 intended parents.

17 Section 100. Rulemaking. The Department of Public
18 Health may adopt rules pertaining to the required medical and
19 psychological evaluations for a surrogacy contract. Until the
20 Department of Public Health adopts these rules, medical
21 evaluations and procedures shall be conducted in accordance
22 with the relevant sections of the most recent guidelines
23 produced by the American Fertility Society.

24 Section 105. Severability. If any provision of this Act
25 or application of any provision of this Act to any person or
26 circumstance is held invalid, the invalidity does not affect
27 the other provisions or applications of the Act that can be
28 given effect without the invalid provision or application and
29 for this purpose the provisions of this Act are severable.

30 Section 800. The Illinois Parentage Act of 1984 is

1 amended by changing Section 6 as follows:

2 (750 ILCS 45/6) (from Ch. 40, par. 2506)

3 Sec. 6. Establishment of Parent and Child Relationship
4 by Consent of the Parties.

5 (a) A parent and child relationship may be established
6 voluntarily by the signing and witnessing of a voluntary
7 acknowledgment of parentage in accordance with Section 12 of
8 the Vital Records Act, ~~or~~ Section 10-17.7 of the Illinois
9 Public Aid Code, or the provisions of the Surrogacy Act. The
10 voluntary acknowledgment of parentage shall contain the
11 social security numbers of the persons signing the voluntary
12 acknowledgment of parentage; however, failure to include the
13 social security numbers of the persons signing a voluntary
14 acknowledgment of parentage does not invalidate the voluntary
15 acknowledgment of parentage.

16 ~~{1}--A--parent-child-relationship-may-be-established
17 in-the--event--of--surrogaey--if--all--of--the--following
18 eonditions-are-met-prior-to-the-birth-of-the-child:~~

19 ~~{A}--The-surrogate-mother-certifies-that-she-is
20 not-the-biological-mother-of-the-child,-and-that-she
21 is--carrying--the--child--of--the--biological-father
22 {sperm-donor}-and--of--the--biological--mother--{egg
23 donor}.~~

24 ~~{B}--The--husband,-if-any,-of--the-surrogate
25 mother-certifies--that--he--is--not--the--biological
26 father--of--the--child-and-that-the-child-is-that-of
27 the-biological--father--{sperm--donor}--and--of--the
28 biological-mother-{egg-donor}.~~

29 ~~{C}--The--biological--mother-certifies-that-she
30 donated-the-egg-from-which-the-child--being--carried
31 by-the-surrogate-mother-was-conceived.~~

32 ~~{D}--The--biological--father--certifies-that-he
33 donated-the-sperm-from-which-the-child-being-carried~~

1 by-the-surrogate-mother-was-conceived.

2 (E)--A-physician-licensed-to-practice--medicine
3 in--all--its--branches--in--the--State--of--Illinois
4 certifies--that--the--child--being--carried--by--the
5 surrogate--mother--is--the--biological--child--of--the
6 biological-mother-(egg-donor)-and-biological--father
7 (sperm-donor),-and-that-neither-the-surrogate-mother
8 nor--the--surrogate--mother's--husband,-if-any,-is-a
9 biological-parent-of-the-child-being-carried-by--the
10 surrogate-mother.

11 (F)--All-certifications-shall-be-in-writing-and
12 witnessed--by--2--competent--adults--who-are-not-the
13 surrogate-mother,-surrogate--mother's--husband,-if
14 any,-biological--mother,-or--biological--father.
15 Certifications-shall-be-on-forms-prescribed--by--the
16 Illinois--Department--of--Public--Health,-shall--be
17 executed--prior-to-the-birth-of-the-child,-and-shall
18 be-placed-in-the-medical-records--of--the--surrogate
19 mother--prior--to-the-birth-of-the-child.--Copies-of
20 all--certifications--shall--be--delivered---to---the
21 Illinois--Department--of--Public-Health-prior-to-the
22 birth-of-the-child.

23 (2)--Unless-otherwise-determined--by--order--of--the
24 Circuit--Court,-the--child--shall--be-presumed-to-be-the
25 child-of--the--surrogate--mother--and--of--the--surrogate
26 mother's--husband,-if-any,-if--all--requirements--of
27 subdivision-(a)(1)-are-not-met-prior-to-the-birth-of--the
28 child.--This--presumption--may--be--rebutted-by-clear-and
29 convincing-evidence.--The-circuit--court--may--order--the
30 surrogate--mother,-surrogate-mother's-husband,-biological
31 mother,-biological-father,-and-child-to--submit--to--such
32 medical--examinations--and--testing--as--the--court-deems
33 appropriate.

34 (b) Notwithstanding any other provisions of this Act,

1 paternity established in accordance with subsection (a) has
2 the full force and effect of a judgment entered under this
3 Act and serves as a basis for seeking a child support order
4 without any further proceedings to establish paternity.

5 (c) A judicial or administrative proceeding to ratify
6 paternity established in accordance with subsection (a) is
7 neither required nor permitted.

8 (d) A signed acknowledgment of paternity entered under
9 this Act may be challenged in court only on the basis of
10 fraud, duress, or material mistake of fact, with the burden
11 of proof upon the challenging party. Pending outcome of the
12 challenge to the acknowledgment of paternity, the legal
13 responsibilities of the signatories shall remain in full
14 force and effect, except upon order of the court upon a
15 showing of good cause.

16 (e) Once a parent and child relationship is established
17 in accordance with subsection (a), an order for support may
18 be established pursuant to a petition to establish an order
19 for support by consent filed with the clerk of the circuit
20 court. A copy of the properly completed acknowledgment of
21 parentage form shall be attached to the petition. The
22 petition shall ask that the circuit court enter an order for
23 support. The petition may ask that an order for visitation,
24 custody, or guardianship be entered. The filing and
25 appearance fees provided under the Clerks of Courts Act shall
26 be waived for all cases in which an acknowledgment of
27 parentage form has been properly completed by the parties and
28 in which a petition to establish an order for support by
29 consent has been filed with the clerk of the circuit court.
30 This subsection shall not be construed to prohibit filing any
31 petition for child support, visitation, or custody under this
32 Act, the Illinois Marriage and Dissolution of Marriage Act,
33 or the Non-Support Punishment Act. This subsection shall
34 also not be construed to prevent the establishment of an

1 administrative support order in cases involving persons
2 receiving child support enforcement services under Article X
3 of the Illinois Public Aid Code.

4 (Source: P.A. 91-308, eff. 7-29-99; 91-613, eff. 10-1-99;
5 92-16, eff. 6-28-01)