
THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1350 Session of
2026

INTRODUCED BY COLLETT, KANE, COMITTA, FONTANA, SANTARSIERO,
COSTA, SAVAL, CAPPELLETTI, HAYWOOD, TARTAGLIONE AND SCHWANK,
JUNE 5, 2026

REFERRED TO CONSUMER PROTECTION AND PROFESSIONAL LICENSURE,
JUNE 5, 2026

AN ACT

1 Amending the act of December 17, 1968 (P.L.1224, No.387),
2 entitled "An act prohibiting unfair methods of competition
3 and unfair or deceptive acts or practices in the conduct of
4 any trade or commerce, giving the Attorney General and
5 District Attorneys certain powers and duties and providing
6 penalties," further providing for definitions and for
7 unlawful acts or practices and exclusions; and providing for
8 conduct relating to reproductive health data and sexual
9 health data.

10 The General Assembly of the Commonwealth of Pennsylvania
11 hereby enacts as follows:

12 Section 1. Section 2(4) of the act of December 17, 1968
13 (P.L.1224, No.387), known as the Unfair Trade Practices and
14 Consumer Protection Law, is amended by adding a subclause to
15 read:

16 Section 2. Definitions.--As used in this act.

17 * * *

18 (4) "Unfair methods of competition" and "unfair or deceptive
19 acts or practices" mean any one or more of the following:

20 * * *

1 (xx.1) Conduct prohibited under section 9.5.

2 * * *

3 Section 2. Section 3 of the act is amended by adding
4 subsections to read:

5 Section 3. Unlawful Acts or Practices; Exclusions.--* * *

6 (d) The Attorney General shall:

7 (1) During the period beginning July 1, 2027, and ending
8 December 31, 2027, and, prior to initiating an action for a
9 violation of section 9.5, issue a notice of violation to the
10 covered entity or processor if the Attorney General determines
11 that a cure is possible. If the covered entity or processor
12 fails to cure the violation within sixty days of receipt of the
13 notice of violation, the Attorney General may initiate an action
14 under this section.

15 (2) Beginning January 1, 2027, in determining whether to
16 grant a covered entity or processor the opportunity to cure an
17 alleged violation under clause (1), consider all of the
18 following:

19 (i) The number of violations.

20 (ii) The size and complexity of the covered entity or
21 processor.

22 (iii) The nature and extent of the processing activities of
23 the covered entity or processor.

24 (iv) The substantial likelihood of injury to the public.

25 (v) The safety of persons or property.

26 (vi) Whether the alleged violation was likely caused by
27 human or technical error.

28 (e) Nothing in subsection (d) shall be construed as
29 providing the basis for a private right of action for a
30 violation of the provisions of this act.

1 Section 3. The act is amended by adding a section to read:

2 Section 9.5. Conduct Relating to Reproductive Health Data

3 and Sexual Health Data.--(a) A covered entity or processor may

4 not collect or process reproductive health data or sexual health

5 data unless the covered entity or processor:

6 (1) provides the consumer whose reproductive health data or

7 sexual health data is being collected with a copy of the covered

8 entity or processor's privacy policy;

9 (2) obtains consent from the consumer to collect or process

10 the consumer's reproductive health data or sexual health data;

11 and

12 (3) collects or processes the reproductive health data or

13 sexual health data permitted under subsection (b).

14 (b) A covered entity or processor may collect or process

15 reproductive health data or sexual health data only to:

16 (1) Provide a product, service or service feature to the

17 consumer to whom the reproductive health data or sexual health

18 data pertains when that consumer requested the product, service

19 or service feature by subscribing to, creating an account with

20 or otherwise contracting with the covered entity or processor.

21 (2) Initiate, manage, execute or complete a financial or

22 commercial transaction or to fulfill an order for a specific

23 product or service requested by a consumer to whom the

24 reproductive health data or sexual health data pertains,

25 including associated routine administrative, operational and

26 account servicing activity such as billing, shipping, storage

27 and accounting.

28 (3) Comply with an obligation under Federal or State law.

29 (4) Protect public safety or public health.

30 (c) A covered entity or processor shall provide on the

1 covered entity or processor's publicly accessible Internet
2 website a clear and conspicuous method that enables a consumer
3 to request access to and deletion of the consumer's reproductive
4 health data and sexual health data.

5 (d) A covered entity or processor may not:

6 (1) Collect more precise or retain reproductive health data
7 and sexual health data than is necessary to perform a purpose
8 described in subsection (a).

9 (2) Derive from reproductive health data or sexual health
10 data any information that is not necessary to perform a purpose
11 described in subsection (a).

12 (3) Disclose, cause to disclose, assist with the disclosure
13 of or facilitate the disclosure of a consumer's reproductive
14 health data or sexual health data to a third party, including
15 when the data is part of a merger, acquisition, bankruptcy or
16 other transaction or a proposed merger, acquisition, bankruptcy
17 or other transaction, unless the disclosure is:

18 (i) necessary to perform a purpose described under
19 subsection (a);

20 (ii) performed with valid consent obtained from the consumer
21 to whom the reproductive health data or sexual health data
22 pertains; and

23 (iii) if the third party is Federal, State or local law
24 enforcement:

25 (A) served to the covered entity or processor with a valid
26 warrant or establishes the existence of an exigent circumstance;

27 (B) disclosed by a mandate under Federal or State law; or

28 (C) disclosed at the request of the consumer to whom the
29 reproductive health data pertains.

30 (e) Beginning June 30, 2027, a covered entity or processor

1 may not sell or offer to sell reproductive health data or sexual
2 health data unless the covered entity or process obtains valid
3 consent in accordance with subsection (f) from the consumer to
4 whom the reproductive health data or sexual health data
5 pertains.

6 (f) Consent to collect, sell or offer to sell reproductive
7 health data or sexual health data under subsection (e) must be
8 in writing, in plain language and contain all of the following
9 to be valid:

10 (1) The specific reproductive health data or sexual health
11 data pertaining to the consumer that the covered entity or
12 processor intends to sell.

13 (2) The name and contact information of the covered entity
14 or processor collecting and selling the reproductive health data
15 or sexual health data.

16 (3) A description of the purpose for the sale, including how
17 the reproductive health data or sexual health data is gathered
18 by the covered entity or processor and how the reproductive
19 health data or sexual health data is used by the person
20 purchasing the reproductive health data or sexual health data.

21 (4) A statement that the provision of goods and services
22 offered by the covered entity or processor is not conditioned on
23 the consumer signing the consent.

24 (5) A statement that the consumer, or an authorized
25 representative of the consumer, may revoke the consent at any
26 time and contain a description of how to submit a revocation of
27 consent.

28 (6) A statement that the reproductive health data or sexual
29 health data sold in accordance with valid consent, obtained
30 according to this subsection, is subject to redisclosure and

1 valid for one transaction. A valid consent shall be required for
2 each transaction.

3 (7) The signature of the consumer providing consent and the
4 date on which the consent was signed by the consumer.

5 (8) An expiration date for the consent, which may expire no
6 earlier than one year after the consumer's signature.

7 (g) Consent is not valid if:

8 (1) the expiration date of the consent has passed;

9 (2) the consent does not contain all of the information
10 required under subsection (f);

11 (3) the consent has been revoked by the consumer;

12 (4) the consent has been combined with a consent for other
13 documents; and

14 (5) the good or service is used in a manner contrary to what
15 the consumer knows or should have known when the consumer
16 provided consent.

17 (h) A copy of the valid consent must be provided to the
18 consumer by the covered entity or processor selling or offering
19 to sell the reproductive health data or sexual health data.

20 (i) A covered entity, processor or purchaser that sells,
21 offers to sell or purchase reproductive health data or sexual
22 health data shall retain a copy of the valid consent for not
23 less than six years after the date that the consent is signed by
24 the consumer or the date when the consent was last in effect,
25 whichever is later.

26 (j) A covered entity or processor that sells reproductive
27 health data or sexual health data shall provide a clear and
28 conspicuous method on the covered entity's or processor's
29 publicly accessible Internet website that enables a consumer, or
30 a person authorized by the consumer, to revoke the consumer's

1 consent to sell reproductive health data or sexual health data
2 at any time.

3 (k) A covered entity or processor selling a consumer's
4 reproductive health data or sexual health data and the purchaser
5 of the reproductive health data or sexual health data must enter
6 into a written agreement governing the purchaser's processing of
7 the consumer's reproductive health data and sexual health data.

8 The written agreement shall:

9 (1) State the nature and purpose of the sale, the type of
10 reproductive health data or sexual health data subject to the
11 sale, the duration of processing and the rights and obligations
12 of the parties.

13 (2) Require the purchaser to adhere to the requirements that
14 a covered entity or service provider must adhere to this
15 section.

16 (3) Restrict how the purchaser may process the reproductive
17 health data or sexual health data.

18 (4) Require the purchaser to destroy, delete or return all
19 reproductive health data and sexual health data to the covered
20 entity or service provider at the end of the service or on
21 revocation of consent by the consumer, unless retention of the
22 reproductive health data or sexual health data is required by
23 law.

24 (1) A covered entity or processor may not implement a
25 geofence around an entity that provides in-person reproductive
26 health services if the geofence:

27 (1) identifies or tracks a consumer seeking reproductive
28 health services;

29 (2) collects reproductive health data or sexual health data
30 from the consumer; or

1 (3) sends a notification, message or advertisement to the
2 consumer related to the consumer's reproductive health data or
3 sexual health data.

4 (m) Nothing in this section shall be construed to apply to a
5 covered entity or processor regarding protected health
6 information under HIPAA and the regulations promulgated under
7 HIPAA including 45 CFR Pts. 160 (relating to general
8 administrative requirements) and 164 (relating to security and
9 privacy).

10 (n) As used in this section:

11 "Collect" means to buy, rent, gather, obtain, receive or
12 access reproductive health data or sexual health data about an
13 individual in any manner, including, by receiving data from the
14 individual, actively or passively or by tracking the
15 individual's online activity.

16 "Consent" means, in a relation to an individual, an
17 affirmative act signifying the individual's freely given,
18 specific, informed and unambiguous agreement to allow the
19 processing of personal data relating to the individual. The term
20 includes a written statement including by electronic means. The
21 term does not include:

22 (1) Acceptance of terms of use without requiring the
23 individual to read the terms of use.

24 (2) Acceptance of a document that contains a general
25 description of personal data processing along with additional
26 unrelated information.

27 (3) Acceptance of terms of use by hovering over, muting,
28 pausing or closing a given piece of content or an agreement
29 obtained through the use of dark patterns.

30 "Controller" means either of the following:

1 (1) A sole proprietorship, partnership, limited liability
2 company, corporation, association or other legal entity that
3 meets the following criteria:

4 (i) is organized or operated for the profit or financial
5 benefit of shareholders or other owners;

6 (ii) alone or jointly with others, determines the purposes
7 and means of the processing of personal information of an
8 individual;

9 (iii) conducts business in this Commonwealth; and

10 (iv) satisfies one of the following thresholds:

11 (A) has annual gross revenues more than ten million dollars
12 (\$10,000,000);

13 (B) annually buys, receives, sells or shares for commercial
14 purposes, personal information of at least fifty thousand
15 (50,000) consumers, households or devices;

16 (C) derives at least fifty percent (50%) of annual revenues
17 from the sale of personal data; or

18 (2) an entity that controls or shares common branding with a
19 sole proprietorship, partnership, limited liability company,
20 corporation, association or other legal entity that meets the
21 criteria of clause (1).

22 "Covered entity" means a public, private, operated for profit
23 or not operated for profit business or organization that
24 provides reproductive health care, placement or services and
25 collects reproductive health data or sexual health data from an
26 individual and operates in this Commonwealth. The term includes
27 a business or organization that licenses or certifies the
28 provision of reproductive health care, placement or services.

29 "Dark pattern" means a user interface designed or manipulated
30 with the substantial effect of subverting or impairing user

1 autonomy, decision making or choice, including unfair methods of
2 competition prohibited under 15 U.S.C. § 45 (relating to unfair
3 methods of competition unlawful; prevention by Commission).

4 "Geofence" means technology that uses global positioning
5 coordinates, cell tower connectivity, cellular data, radio
6 frequency identification, Wi-Fi data or any other form of
7 spatial or location detection used to establish a virtual
8 boundary around a specific physical location or to locate an
9 individual within a virtual boundary of no more than one
10 thousand eight hundred and fifty feet (1,850).

11 "HIPAA" means the Health Insurance Portability and
12 Accountability Act of 1996 (Public Law 104-191, 42 U.S.C. Ch. 7
13 Subch. XI Pt. C).

14 "Neural data" means information obtained by neurotechnology.
15 The term does not include data inferred from nonneural
16 information.

17 "Neurotechnology" means a device capable of recording,
18 interpreting or altering the response of an individual's central
19 or peripheral nervous system to internal or external environment
20 of the device.

21 "Personal data" means information related to an individual's
22 physical or mental health status, healthcare provision or health
23 outcomes. The term includes medical history, diagnoses,
24 treatment plans, medications, laboratory test results and other
25 health-related information that can identify an individual or
26 provide insights into the health status of the individual.

27 "Process" or "processing" means an operation or set of
28 operations performed, whether by manual or automated means, on
29 personal data or on sets of reproductive health data or sexual
30 health data, including the collection, use, storage, disclosure,

1 analysis, deletion or modification of reproductive health data
2 or sexual health data.

3 "Processor" means an individual, partnership, corporation,
4 limited liability company, association, governmental entity or
5 other legal entity that collects, processes, retains, transfers
6 or sells reproductive health data or sexual health data on
7 behalf or direction of a covered entity.

8 "Reproductive health data" means as follows:

9 (1) Information relating to the reproductive or sexual
10 health data of an individual, including:

11 (i) Efforts to research or obtain reproductive or sexual
12 health information services or supplies, including location
13 information unless the individual provides consent.

14 (ii) Reproductive health conditions, status, diseases or
15 diagnoses, including pregnancy, menstruation, ovulation, ability
16 to conceive a pregnancy, whether an individual is sexually
17 active or engages in unprotected sex.

18 (iii) Reproductive and sexual-health-related surgeries and
19 procedures, including termination of a pregnancy.

20 (iv) Use or purchase of contraceptives, birth control or
21 other medication related to reproductive health, including
22 abortifacients.

23 (v) Bodily functions, vital signs, measurements or symptoms
24 related to menstruation or pregnancy, including basal
25 temperature, cramps, bodily discharge or hormone levels.

26 (vi) Information about diagnoses or diagnostic testing,
27 treatments, medications or the use of any product or service
28 relating to the matters described in subclauses (i), (ii),
29 (iii), (iv) and (v).

30 (vii) Neural data.

1 (viii) Information described in in this clause that is
2 derived from non-health-related information such as proxy,
3 derivative, inferred, emergent or algorithmic data.

4 (2) The term does not include health information that is
5 protected under HIPAA, health records for the purposes of 49 Pa.
6 Code § 16.95 (relating to medical records) or patient-
7 identifying records for the purposes of 42 U.S.C. § 290dd-2
8 (relating to confidentiality of records).

9 "Reproductive health services" means a health care service or
10 product that supports or relates to an individual's reproductive
11 system, pregnancy status or sexual well-being, including:

12 (1) Individual health conditions, status, diseases or
13 diagnoses.

14 (2) Social, psychological, behavioral and medical
15 interventions.

16 (3) Health-related surgeries or procedures, including
17 abortions.

18 (4) Bodily functions, vital signs, symptoms or measurements.

19 (5) Diagnoses or diagnostic testing, treatment or
20 medication.

21 (6) Medical or nonmedical services related to and provided
22 in conjunction with an abortion, including associated
23 diagnostics, counseling, supplies and follow-up services.

24 "Sale of personal data" means as follows:

25 (1) The exchange of personal data for monetary or other
26 valuable consideration by a controller to a third party.

27 (2) The term does not include the following:

28 (i) The disclosure of personal data to a processor that
29 processes the personal data on behalf of a controller.

30 (ii) The disclosure of personal data to a third party for

1 the purpose of providing a product or service requested by an
2 individual.

3 (iii) The disclosure or transfer of personal data to an
4 affiliate of a controller.

5 (iv) The disclosure of personal data when an individual
6 directs a controller to disclose the individual's personal data
7 or intentionally uses the controller to interact with a third
8 party.

9 (v) The disclosure of personal data that an individual
10 intentionally:

11 (A) made available to the general public via a channel of
12 mass media; and

13 (B) did not restrict to a specific audience.

14 (vi) The disclosure or transfer of personal data from a
15 controller to a third party as an asset that is part of a
16 merger, acquisition, bankruptcy or other transaction or a
17 proposed merger, acquisition, bankruptcy or other transaction,
18 in which the third party assumes control of all or part of the
19 controller's assets.

20 "Sexual health data" means information pertaining to an
21 individual's sexual health, including sexual behavior, sexually
22 transmitted infections, contraceptive use, sexual orientation
23 and reproductive health. The term includes medical records,
24 treatment histories and health surveys that analyze the
25 individual's sexual well-being and access to sexual and
26 reproductive health services.

27 "Third party" means a person, including Federal, State or
28 local law enforcement or a Federal, State or local agency, other
29 than a controller or processor or an affiliate of the processor
30 or the controller.

1 Section 4. This act shall take effect in one year.