

30.9.2026
luvn.fi

Service voucher Handbook for Per- sonal Assistance

Valid from 1 November 2026

This is a translation of the Finnish version of the same service voucher handbook. Should any differences in interpretation arise between the Finnish and English versions, the Finnish version shall take precedence.

Contents

GENERAL SECTION	1
1 Introduction	1
2 Role, scope and validity of the Handbook	1
3 Key concepts	2
3.1 Western Uusimaa Wellbeing Services County	2
3.2 Client	3
3.3 Service Voucher	3
3.4 Service Voucher Service Provider	3
3.5 Subcontractors	4
3.6 Co-payment	4
3.7 Maximum Price	4
3.8 Additional Services	4
3.9 Service Voucher System	4
4 Financial Administration	5
5 Taxation	6
6 Service voucher model and the parties' responsibilities	7
6.1 The Wellbeing Services County is responsible for organising services	7
6.2 The Service Provider is responsible for service provision	8
6.3 The Client selects the Service Voucher Service Provider	9
7 General requirements for Service Voucher Service Providers	10
7.1 General requirements for the approval of a Service Voucher Service Provider	10
7.2 Conditions for the approval of a Service Voucher Service Provider under the Act on the Contractor's Obligations and Liability when Work is Contracted Out	11
7.3 Requirements for joining national information system services (Kanta services) under the Act on the Electronic Processing of Client Data in Healthcare and Social Welfare	13
8 Applying to become a Service Voucher Service Provider and maintaining data	14
8.1 Applying to become a Service Voucher Service Provider	14
8.2 Maintaining information on the Service Voucher Service Provider and its availability	15
9 End of service provision	15
9.1 Termination of Service Provider activities and revocation of the Service Provider's approval	15
9.2 Archival of client data after the service ends	17
SERVICE-SPECIFIC SECTION	19

10	Service voucher for Personal Assistance and its objectives.....	19
11	Service pricing	20
12	Applying to become a Service Voucher Service Provider for personal assistance and Service Provider eligibility	21
12.1	Applying in the PSOP system and service-specific appendices	21
12.2	Requirements for the eligibility of the service provider and employees	22
13	Content and quality of the service.....	24
14	Acting as a Service Voucher Service Provider.....	26
14.1	The Client's status and use of the Service Voucher	26
14.2	Terms and conditions of the agreement between the Service Voucher Service Provider and the Client	28
14.3	Recording of services provided	29
14.4	Invoicing	30
14.5	Feedback and complaints	30
15	Monitoring of service quality and supervision of Service Providers .	32
16	Penalties for violating the terms of the handbook.....	33
	Appendix 1: Data Protection and Confidentiality Appendix	35

GENERAL SECTION

1 Introduction

The use of service vouchers is regulated by the Act on Service Vouchers for Social Welfare and Health Care (569/2009). The Act applies to the use of service vouchers in healthcare and social services for which the wellbeing services county is responsible when the service is produced by a private service provider.

By applying to become a Service Voucher Service Provider, a company, organisation, community or self-employed person accepts the terms and conditions of this handbook as well as those of the service-specific parts section relevant to its role as a Service Voucher Service Provider. The Service Voucher Service Provider undertakes to comply with the terms and obligations set out in this handbook.

In the service voucher system, the Western Uusimaa Wellbeing Services County does not become a party to the agreement on the provision of services to the Client. The Client selects a Service Voucher Service Provider from the approved list of service providers and agrees on the implementation of the service with the Service Voucher Service Provider. The provisions and principles of the Act on Service Vouchers for Social Welfare and Health Care as well as consumer and contract law apply to the contract relationship between the Client and the Service Voucher Service Provider.

2 Role, scope and validity of the Handbook

The handbook and its appendices apply to the services provided by the approved Service Voucher Service Provider to clients.

The service provider is committed to complying with the handbook terms and conditions when applying to become a service voucher service provider using the PSOP system. The handbook consists of a general section, a service-specific section and appendices.

The general section describes the overall principles of service voucher activities and the responsibilities of the parties involved.

The service-specific section determines the content of the service voucher service, the service-specific requirements binding on the service provider and the terms and conditions for the implementation of the service.

The appendices provide more information about the separately specified supplementary terms and information.

In this handbook, the Western Uusimaa Wellbeing Services County sets out the requirements for the approval of Service Voucher Service Providers referred to in section 5 of the Act on Service Vouchers for Social Welfare and Health Care. For example, the handbook is used to determine matters related to service provider eligibility, the content of the services provided and the working approaches required from the Service Voucher Service Providers. The service production based on the service voucher model is primarily governed by the handbook.

Regardless of the overall order of application of the documents included in the Handbook on Service voucher for Personal Assistances, the Data Protection and Confidentiality Appendix shall always take precedence in matters concerning data protection and confidentiality.

The Western Uusimaa Wellbeing Services County has the right to amend this handbook after its publication. If necessary, the Western Uusimaa Wellbeing Services County will give the Service Voucher Service Provider at least 30 days to adapt its operations to the amendments made to the handbook, unless a shorter time limit is necessary due to the nature of the amendment or a reason related to the safety of clients and the service.

The Western Uusimaa Wellbeing Services County will notify the Service Voucher Service Provider in writing of any amendments as soon as they have been made. If the Service Voucher Service Provider is unwilling to commit to the handbook contents after the amendment, it must notify the Western Uusimaa Wellbeing Services County in writing within thirty (30) days of the date of notification of the amendment. If the Service Voucher Service Provider is unwilling to submit the above notification to the Western Uusimaa Wellbeing Services County, it is considered to have committed to the amended handbook from the date indicated in the amendment notification.

3 Key concepts

3.1 Western Uusimaa Wellbeing Services County

‘Western Uusimaa Wellbeing Services County’ refers to the party responsible for organising the service and the issuer of the service voucher, hereinafter referred to as the “Wellbeing Services County”.

3.2 Client

'Client' refers to a client as referred to in section 3, subsection 1 of the Act on the Status and Rights of Social Welfare Clients (812/2000) and a patient as referred to in section 2, subsection 1 of the Act on the Status and Rights of Patients (785/1992) to whom the Wellbeing Services County has granted a Service Voucher. The contractual relationship for the provision of the service is formed between the Service Voucher Service Provider and the Client.

3.3 Service Voucher

'Service Voucher' refers to a **commitment** issued by the Wellbeing Services County to a Client receiving healthcare and social welfare services. With the Service Voucher it issues, the Wellbeing Services County undertakes to compensate the costs of the service implemented by the Service Voucher Service Provider to the Client up to a predetermined value.

A representative of the Wellbeing Services County assesses the need for services which forms the basis of the services provided under the Service Voucher. A service purchased with a Service Voucher serves as an alternative to services provided by the Wellbeing Services County and services purchased as outsourced services.

The Client has the right to refuse a service voucher offered to him or her, in which case the wellbeing services county must refer the client to otherwise organised services. However, the Client does not have a legal right to demand that the service be organised with a service voucher.

The value of the service voucher is the proportion of the service price paid by the Wellbeing Services County. The value of the service voucher is determined by the decision of the competent decision-making of the Wellbeing Services County valid at a given time.

The exact period of validity of the service voucher is stated separately in each Service Voucher.

3.4 Service Voucher Service Provider

The Service Voucher Service Provider refers to a private service provider that meets the requirements laid down in the act governing the activity and in this handbook and has been approved as a Service Voucher Service Provider by the Wellbeing Services County.

The Service Voucher Service Provider may be a self-employed person or a private healthcare or social service provider, organisation or community

approved by the Wellbeing Services County as a Service Voucher Service Provider.

3.5 Subcontractors

If the Service Voucher Service Provider uses subcontracting in its operations, the requirements set for subcontractors are the same as those for the Service Provider. The Service Voucher Service Provider is responsible for the work of its subcontractors as if it were its own. The Service Provider is liable for any damage caused to the Client by the Subcontractor. In addition, the Service Voucher Service Provider is responsible for ensuring that its subcontractor has any permits that may be required for the provision of the Service.

3.6 Co-payment

'Co-payment' refers to the part of the price of the service provided by the Service Voucher Service Provider that is not covered by the value of the Service Voucher issued by the Wellbeing Services County, which is left for the Client to pay. The Service Voucher Service Provider invoices the Co-payment share from the Client. The co-payment portion does not count towards the ceiling specified in the Act on Client Charges in Healthcare and Social Welfare. As a rule, services provided with a service voucher are subject to a co-payment. However, a service may be exempt from the co-payment portion based on legislation or a separate decision by the competent decision-making body of the Wellbeing Services County.

3.7 Maximum Price

'Maximum Price' is the maximum acceptable total value of the service provided with a service voucher set by the Western Uusimaa Wellbeing Services County Regional Board for certain services produced with a Service Voucher. The Service Voucher Service Provider may not exceed the maximum price in its own pricing.

3.8 Additional Services

'Additional Services' refer to services not covered by the Service Voucher that the Client acquires independently and also pays for. In all situations, the Service Provider must inform the client in plain terms of the possibility to use publicly funded services (= the part covered by the Service Voucher) and the relationship between Additional Services provided by the Service Provider and publicly funded services.

3.9 Service Voucher System

The Service Voucher System refers to the information system that the Wellbeing Services County uses to manage functions such as Service Voucher Service Provider applications, the issue of service vouchers and payments made to Service Voucher Service Providers for the services provided. At the

moment, the Wellbeing Services County uses the PSOP system (Parastapalvelua.fi - Service voucher and outsourced service system) managed by Kuntien Tiera Oy.

4 Financial Administration

The compensation paid to the Service Provider is based on approved service events, based on which the Service Voucher System generates monthly payment data for each Service Voucher Service Provider.

The Wellbeing Services County pays the Service Voucher Service Provider remuneration once a month for the services provided. The Service Voucher System carries out a payment run between the 5th and 6th day of the month, and the Service Voucher Service Provider receives pay on the 14th day of the month. The Wellbeing Services County reserves the right to change the time of the payment run.

The precondition for payment is that:

- the Service Voucher Service Provider's invoicing information has been saved in the Service Voucher System.
- the service or part of it has been successfully completed, and
- the completed service events have been recorded in the Service Voucher System and the events have been approved on behalf of the Wellbeing Services County.

The Service Provider can obtain the information needed for its accounting records on the upcoming payment from the system (If desired, the service provider can obtain a PDF document of the invoices automatically generated by the system whose data has been transferred to the Wellbeing Services County's financial system for processing.) The Service Provider can enter its reference number in the Service Voucher System for the purpose of payment allocation.

For service produced with a service voucher that includes a co-payment portion, the Service Provider will invoice the Client for the part of the service exceeding the voucher value. If the Client is unable to pay the co-payment portion to the Service Provider, the service provider must immediately notify the Wellbeing Services County as the party that granted the service.

If the Client has requested Additional Services from the Service Provider, they will be invoiced in accordance with the agreement between the Client and the Service Provider.

The Wellbeing Services County may recover the compensation paid for the service from the Service Voucher Service Provider if the service has not been implemented in accordance with the terms and conditions of this handbook.

The prices will be valid for at least twelve (12) months from the date of the Service Provider's approval decision. Price change notifications must be submitted to the Wellbeing Services County at least three (3) months before the price change takes effect. Price changes will always enter into force at the beginning of the calendar month. The Service Provider may increase its prices no more than one (1) time per calendar year. However, the price of the service may not exceed the maximum price determined by the Wellbeing Services County.

The Service Voucher Service Provider may revise its prices downwards no more than three (3) times per calendar year. If the Service Voucher Service Provider decides to reduce previously notified prices, the Wellbeing Services County must be notified in writing of the new prices before the price change. The new prices will take effect no earlier than one (1) month after the notification. Price changes will always enter into force at the beginning of the calendar month.

The Service Voucher Service Provider must always inform its service voucher clients of changed prices.

5 Taxation

Income taxation

A service voucher is a tax-exempt benefit for the recipient. Tax exemption requires that

The service voucher

- was issued for clearly determined services,
- is personal and cannot be transferred to another person, and
- is not money paid directly to the Client who would get to determine what it is used for.

When using a Service Voucher, the Client's co-payment does not entitle them to a tax credit for household expenses in the Client's income taxation.

For more information, see www.vero.fi.

Value added taxation

According to section 34 of the Value Added Tax Act (1993/1501), tax is not payable on the sale of health and medical care services.

According to section 35 of the Value Added Tax Act, health and medical

care services mean measures for determining a person's state of health, functional ability and capacity for work, or for restoring or maintaining health, functional ability and capacity for work, if the service consists of:

- care in a centre for providing health and medical care, which is maintained by the State, a wellbeing services county or by a municipality, or care referred to in the valid healthcare and social services legislation; or
- care, which is given by a health care professional, who engages in his activity on the basis of a statutory right or who is registered by virtue of law.

According to section 37 of the Value Added Tax Act, value-added tax is not payable on the sale of goods and services in the form of social welfare. Under section 38 of the Value Added Tax Act, social welfare means activity by the State or by a municipality as well as activity by some other provider of social welfare services, provided that it is conducted under the supervision of the social welfare authorities, and where the aim of the activity is to provide for the care of children and young people, nursery day care, geriatric care, care of the mentally handicapped, other services and support measures for the disabled, for care of addicts and other similar activities.

6 Service voucher model and the parties' responsibilities

The following principles apply when using a service voucher. They form the so-called service voucher model, which the Wellbeing Services County, the Client and the Service Voucher Service Provider undertake to follow.

6.1 The Wellbeing Services County is responsible for organising services

The Wellbeing Services County

- prepares a handbook, publishes it, and maintains it as operating environment changes;
- approves Service Voucher Service Providers that meet the requirements set in the handbook;
- pays Service Voucher Service Providers for the services they provided a price not exceeding the amount of the Service Voucher issued to the Client;
- supervises Service Voucher Service Providers and, if necessary, revokes their approval;
- assesses whether the Service Voucher is suitable for implementing a service meeting the Client's need;
- issues a Service Voucher to the Client but does not refer Clients to the Service Voucher Service Provider,
- maintains a list of approved Service Voucher Service Providers, and

- informs/guides the Client in matters related to the use of the Service Voucher.

The Wellbeing Services County decides when a Client from Western Uusimaa is entitled to a Service Voucher. In accordance with sections 27 and 28 of the Administrative Procedure Act (434/2003), the person deciding on the issue of a Service Voucher on behalf of the Wellbeing Services County may not be a party responsible for the service or in an administrative position of trust at the Service Voucher Service Provider. The party issuing the Service Voucher may also not have significant ownership or decision-making power in the Service Voucher Service Provider or in a company belonging to the same group as the Service Voucher Service Provider (more than 10 per cent of shares, ownership interests or voting rights). This restriction concerning ownership does not apply to a Service Provider whose shares are traded on a stock exchange.

6.2 The Service Provider is responsible for service provision

The Service Voucher Service Provider

- applies to become a Service Voucher Service Provider by submitting any necessary documentation and thus undertakes to comply with the requirements of the handbook,
- undertakes to comply with the requirements laid down in section 5 of the Act on Service Vouchers for Social Welfare and Health Care (569/2009) and other requirements laid down in applicable legislation;
- maintains up-to-date information on its services (quality and availability) in the Service Voucher System designated by the Wellbeing Services County;
- defines the geographical area in the Western Uusimaa Wellbeing Services County where it provides the service, and provides and keeps up to date information on the areas in which it provides the service in the Service Voucher System;
- concludes an agreement on the service with the Client and ensures that the agreement terms comply with consumer law, and makes sure that the content of the agreement is appropriately documented;
- provides the service that meets the Client's needs within the limits specified for the Service Voucher;
- records information related to the client relationship in accordance with the legislation, guidelines by public officials and the Wellbeing Services County's instructions;

- invoices the price reported in the Service Voucher System from the Wellbeing Services County and, if necessary, the Client's co-payment from the Client;
- receives payment from the Wellbeing Services County for the part corresponding to the value of the Client's Service Voucher, and
- discontinues the provision of services at its discretion by notifying the Wellbeing Services County, observing the applicable notice period.

The operating models that apply to the Service Voucher Service Providers are described in more detail in the service-specific section of the handbook.

6.3 The Client selects the Service Voucher Service Provider

The Client

- follows the Wellbeing Services County's instructions when applying for the service;
- receives a Service Voucher from the Wellbeing Services County (if the preconditions are met);
- familiarises themselves with the Wellbeing Services County's instructions on the use of the Service Voucher;
- selects the Service Voucher Service Provider from an up-to-date list;
- if they so wish, change the Service Voucher Service Provider in line with the Wellbeing Services County's service-specific instructions;
- if necessary, pays the co-payment too the Service Voucher Service Provider; and
- gives feedback on the service, mainly to the Service Voucher Service Provider.

The register of Service Voucher Service Providers can be viewed in the Service Voucher System (the list referred to in section 4, subsection 3 of the Act on Service Vouchers for Social Welfare and Health Care).

The contracting parties of a service provided with a service voucher are the Service Voucher Service Provider and the Client. The provisions and principles of consumer and contract law apply to the contract relationship between the Client and the Service Voucher Service Provider. The commitments and responsibilities of the agreement between the Client and the Service Provider do not apply to the Wellbeing Services County, which is not a party to the agreement.

7 General requirements for Service Voucher Service Providers

7.1 General requirements for the approval of a Service Voucher Service Provider

The Service Voucher Service Providers will identify by name or position the person(s) serving as contact persons and persons responsible for service implementation in accordance with this handbook.

Applicants cannot be approved as Service Voucher Service Providers:

1. If they are bankrupt or subject to liquidation, that has suspended trading, or whose liabilities have been restructured in a confirmed composition, restructuring programme or other corresponding statutory procedure;
2. If they are the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or of proceedings for other procedures referred to in paragraph 1;
3. If they have been convicted by judgment that has the force of res judicata of any offence concerning his professional conduct;
4. If they have been guilty of grave professional misconduct proven by any means which the contracting authorities can demonstrate; or
5. If they have defaulted on a duty to pay the taxes or social security contributions of Finland or of its country of establishment.

The Service Voucher Service Provider must have complied with good marketing practice, must meet the requirements set in the Consumer Protection Act (38/1978), and demonstrate compliance with the legislation and all official regulations and instructions in its activities.

When providing services with the service voucher, the Service Voucher Service Provider must comply with this handbook and any other valid regulations that apply to it at all times.

If the Wellbeing Services County has previously revoked the approval of the Service Voucher Service Provider on the grounds that it has failed to meet the conditions for approval set out in this Handbook in accordance with section 5 of the Act on Service Vouchers for Social Welfare and Health Care (569/2009), the Service Voucher Service Provider must, at the separate request of the Wellbeing Services County, prove within a reasonable

time limit determined by the Wellbeing Services County that the failures identified have been corrected. If the Service Provider fails to provide adequate explanation of having corrected the failures within a given deadline despite a written request from the Wellbeing Services County, and the Wellbeing Services County is therefore unable to verify that the conditions for approval set for the Service Provider have been met, the Wellbeing Services County has the right to reject the service provider's new application for approval.

If the Service Voucher Service Provider uses subcontracting in its operations, the requirements set for Subcontractors are the same as those for the Service Provider. The Service Voucher Service Provider is responsible for the work of its subcontractors as if it were its own. The Service Provider is liable for any damage caused to the Client by the Subcontractor.

7.2 Conditions for the approval of a Service Voucher Service Provider under the Act on the Contractor's Obligations and Liability when Work is Contracted Out

The prerequisite for approval as a Service Voucher Service Provider is that the service provider has either joined the **Vastuu Group's Reliable Partner service** OR submits corresponding information on the requirements listed below.

Joining the Reliable Partner service is subject to a fee, but it makes it easier to apply to become a Service Provider, as it allows making up-to-date information required under the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006) available and transferring it to the service voucher system (PSOP) without need to submit separate reports (more information: <https://www.vastuugroup.fi/fi-fi/palvelut/luotettava-kumppani>).

Alternatively, the service provider can prove that their operations comply with the Act on the Contractor's Obligations and Liability when Work is Contracted Out by uploading the necessary documentation to the PSOP system. The documents must show that the provider:

- a) has been entered into the **Prepayment Register**;
- b) has been registered in the **Employer Register** or has provided acceptable documentation on the grounds for not being registered (e.g. no hired workforce or only one employee);
- c) has been entered into the **VAT Register** or provided acceptable reasons for not being registered (e.g. small-scale activity,

- social welfare services or health and medical care services in accordance with the Value Added Tax Act (1501/1993));
- d) has been registered in the **Trade Register**; A Service Voucher Service Provider may not be a trader or a company whose co-partner, board member, CEO or other comparable person has been subject to a ban on business operations. The certificate may not be older than three months. If the Service Voucher Service Provider is not registered in the Trade Register, acceptable documentation must be provided on the reasons for not being registered (e.g. a foundation in the Foundation Register or certain private entrepreneurs under the Trade Register Act (564/2023));
 - e) concluded a valid agreement on the provision of **occupational healthcare** in accordance with the Occupational Health Care Act (1383/2001), or if it does not have a paid workforce, submitted a free-form notification of it;
 - f) has taken out **liability insurance on its operations** described in this handbook that covers at least direct personal injuries and property damage sustained by the Client and the Western Uusimaa Wellbeing Services County. The liability insurance must provide coverage of at least EUR one (1) million per occurrence. The liability insurance must be valid for as long as the Service Voucher Service Provider provides a service in accordance with the handbook. If the liability insurance does not cover the direct injuries or damage in full, the Service Provider is liable for any damages exceeding the coverage.
 - g) has **paid any necessary taxes and social security contributions**. A Service Voucher Service Provider may be eligible, however, if its failure to make payments can be deemed minor or if a payment plan accepted by the payment recipient exists for the neglected payments, which the service provider also complies with.
 - h) has paid its pension insurance contributions (**Tyel insurance extract** and **Yel insurance certificate**) or provided acceptable grounds for a missing extract in accordance with the Employees Pensions Act (395/2006) (e.g., no hired workforce) or insurance certificate in accordance with the Self-Employed Persons Pensions Act (1272/2006) (e.g. low income or old-age pension). A Service Voucher Service Provider may be eligible, however, if its failure to make payments can be deemed minor or if a payment plan accepted by the payment recipient exists for the neglected payments, which the service provider also complies with; and

- i) has, as an employer, complied with the **collective agreement** in employment relationships or is otherwise able to determine the key terms of employment, or if it has no hired workforce, has submitted a free-form notification of this.

The information, certificates and documentation referred to in the Act on the Contractor's Obligations and Liability when Work is Contracted Out must not be older than three months when applying for a Service Voucher Service Provider, and any separately added attachments must be updated in the PSOP system at least once a year.

7.3 Requirements for joining national information system services (Kanta services) under the Act on the Electronic Processing of Client Data in Healthcare and Social Welfare

If the service provided with a voucher generates **social welfare client data**, the Service Voucher Service Provider is required to have, by 1 September 2026, its own **social welfare client information system compatible with Kela's Kanta Services**, or such a system used under the joint connection model that meets the requirements laid down in the valid legislation (in particular, the Act on the Electronic Processing of Client Data in Healthcare and Social Welfare 703/2023) and those set by Kanta services and the authorities. The client information system must enable making appropriate entries and storing social welfare client data in the client data repository of the Wellbeing Services County's register.

The Service Voucher Service Provider is obliged to register as a **user of Kanta services** in accordance with national regulations and to **store social welfare client documents in the Kanta services** by 1 September 2026 at the latest. The Wellbeing Services County grants the Service Provider a client-specific **access right to the social welfare register**, which enables the visibility and recording of client data necessary for care implementation in the **Wellbeing Services County's register**. The Service Provider is also obliged to comply with the instructions in the service-specific section of this handbook and/or the Wellbeing Services County's separate instructions, for example, with regard to exercising the right to access the register and the use of Kanta services.

If the healthcare service provided in connection with social services generates **patient data**, the Service Voucher Service Provider is required to have, by 1 March 2027, its own **healthcare patient data system compatible with Kela's Kanta Services**, or such a system used under the

joint connection model that meets the requirements laid down in the valid legislation (in particular, the Act on the Electronic Processing of Client Data in Healthcare and Social Welfare 703/2023) and those set by Kanta services and the authorities. The patient data system must enable the appropriate recording and storage of patient data in the patient data repository of the Wellbeing Services County's register.

The Service Voucher Service Provider is obliged to register as a **user of Kanta services** in accordance with national regulations and to **store patient data in the Kanta services** by 1 March 2027 at the latest. The Wellbeing Services County enables the visibility and recording of client data necessary for care implementation in the **Wellbeing Services County's register**. The Service Provider is also obliged to comply with the instructions in the service-specific section of this handbook and/or the Wellbeing Services County's separate instructions, for example, with regard to using its authorisation to outsource work and the use of Kanta services.

8 Applying to become a Service Voucher Service Provider and maintaining data

8.1 Applying to become a Service Voucher Service Provider

Service providers can apply to become Service Voucher Service Providers using the Service Voucher System (PSOP, parastapalvelua.fi). This option is available continuously. More detailed instructions on the use of the Service Voucher System are available on the parastapalvelua.fi website.

The application will be processed by the Wellbeing Services County once the service provider has confirmed in the PSOP system that it is committed to complying with the terms and conditions of this handbook.

The Wellbeing Services County approves the service providers that meet the requirements laid down in the Act on Service Vouchers for Social Welfare and Health Care, the statutory requirements related to the service and other requirements set by the Wellbeing Services County.

The Wellbeing Services County will make a decision on the approval or rejection of the service provider within three (3) months of receiving the application.

When accepted as a Service Provider, the service provider undertakes to provide services in accordance with the handbook. The Wellbeing Services County may terminate the provision of services with a service voucher, in

which case the approval decisions concerning the Service Providers will expire at a time to be announced separately.

The Service Provider may not transfer the right to provide services with a service voucher to a third party. In case of a change in the Service Provider's business ID, it must submit a new application to become a Service Voucher Service Provider in the PSOP system and request the revocation of the previous approval (psophankinta@luvn.fi). The Service Provider must notify the Wellbeing Services County well in advance of any significant changes in its operations or corporate structure that may affect the Service Provider's prerequisites to providing the service or the information based on which it has been approved as a Service Voucher Service Provider (hankinta@luvn.fi).

8.2 Maintaining information on the Service Voucher Service Provider and its availability

The Service Provider's contact details, information on the service and price lists are displayed in the Service Voucher System. The Service Provider is responsible for ensuring that the above information is up to date in the Service Voucher System.

The service voucher provider must update the appendices required in this handbook in the Service Voucher System at least once a year, unless the service-specific section of the handbook specifies the time or frequency of the updates separately for the appendices or otherwise.

The Service Provider must ensure that the Wellbeing Services County can reach it within a reasonable time using the contact details it has reported to the Service Voucher System.

If the Service Provider's business ID changes, the Service Provider must reapply to the Service Voucher System with the new business ID.

9 End of service provision

9.1 Termination of Service Provider activities and revocation of the Service Provider's approval

The Wellbeing Services County must revoke the Service Voucher Service Provider's approval if the Service Provider requests the revocation of their approval. The Service Provider must submit a written notice of discontinuation of operations to its contact person at the Wellbeing Services County and

to the address psophankinta@luvn.fi. As a rule, the service can be discontinued no earlier than one (1) month after the Service Provider submitted the discontinuation notice. The Service Provider is obliged to complete any measures provided with a service voucher for Clients covered by the service at the time of discontinuation.

The Wellbeing Services County has the right to revoke the Service Voucher Service Provider's approval and remove it from the list of approved Service Voucher Service Providers without delay after deciding on the matter if, in accordance with section 49f of the Administrative Procedure Act (434/2003), the decision to revoke the approval of the Service Provider is of such a nature that it must be enforced immediately or if the deferral of enforcement would not be in the public interest. Such a situation may occur if, for example:

- The Service Provider does not comply with the requirements set for good care and service practices, the client's right to self-determination, client safety or the quality of the service;
- The requirements set in the Act and the handbook for the approval of a Service Voucher Service Provider are no longer met;
- Despite a written request from the Wellbeing Services County, the Service Voucher Service Provider fails to correct its operations within a reasonable time limit separately determined by the Wellbeing Services County to meet the requirements set in the Handbook on Service voucher for Personal Assistances (e.g., the obligations of section 8.2 on maintaining information on the Service Provider and its availability);
- The Service Provider has become insolvent, has been unable to pay its invoices by the due date, has entered into composition proceedings, has been placed in liquidation or is in imminent danger of being placed in liquidation, or has filed for bankruptcy or been declared bankrupt;
- The Service Provider has been convicted of a serious procedural violation in the exercise of their profession;
- The registration authority has deleted or amended the registration of the service provider or service unit or prohibited its operations;
- The Service Provider's right to practice the profession independently has been restricted or revoked;
- The Service Provider, a member of its management or a person having powers of representation, decision-making or control has been convicted of an offence related to business activities;
- The Service Provider has failed to pay insurance premiums, taxes or social security contributions and does not have a valid payment arrangement for paying taxes;

- The Service Provider has provided materially false information about the company to the Wellbeing Services County or the Client;
- The Service Provider has provided the service in violation of the service voucher decision received by the Client; or
- The Service Provider has been placed under a business prohibition.

The Wellbeing Services County has the right to revoke a Service Voucher Service Provider's approval if the Service Provider acts in violation of the law, regulations by the authorities, the prerequisites for registration, or the terms and conditions of this handbook; if client or patient safety is compromised; if it fails to comply with the obligation to notify under the Act on the Supervision of Social Welfare and Health Care or other notification obligation; or if there is another material error or deficiency in the provision of the service. The revocation is done in writing.

The Wellbeing Services County may also revoke the approval of a service that could not be put to its intended use or if, due to its financial state or a stage of service provision, the Service Provider cannot be expected to meet the obligations laid down in the handbook.

The Wellbeing Services County has the right to revoke the Service Provider's approval immediately or within a time limit set by the county if client or patient safety has been compromised or if continuing the service would otherwise pose a significant risk to the Client, the Wellbeing Services County or the lawful organisation of the service.

If the Wellbeing Services County revokes the Service Provider's approval, the continuation of the service will be agreed separately for each Client. In the event of the revocation of approval, the Service Provider must, in cooperation with the Wellbeing Services County, do its part in ensuring controlled transfer of clients' services and safeguarding the continuity of services within a reasonable time. The Service Provider must hand over any information and documents necessary for the transfer without undue delay. The Wellbeing Services County makes an administrative decision on the revocation of the Service Provider's approval, including appeal instructions.

9.2 Archival of client data after the service ends

The Western Uusimaa Wellbeing Services County is the controller of client data responsible for data retention. When the service ends, the Service Provider must submit all entries and documents concerning the Client to the Wellbeing Services County. Once the documents related to the client relationship have been submitted to the Wellbeing Services County in line with

separate instructions, they are removed from the Service Provider's own system.

After the Service Provider has become a Kanta service user with a client and patient information system compatible with the Kanta services in accordance with national regulations, the Wellbeing Services County grants the Service Provider the right to store client and patient data generated in connection with the provision of the service voucher service directly in the Wellbeing Services County's register. There is no need to submit the client and patient data stored in this register to the Wellbeing Services County separately for archival purposes, as they are automatically archived to the Wellbeing Services County's register in the national client and patient data repository.

Client data in additional services

If the Service Provider agrees with the Client on a service other than that specified in this handbook, the Service Provider is responsible for the content and quality of the service and must keep a separate personal data file on the client data it collects for the provision of the service.

SERVICE-SPECIFIC SECTION

10 Service voucher for Personal Assistance and its objectives

Personal assistance is a special service referred to in section 9 of the Disability Services Act (675/2023) that supports the self-determination, equality, inclusion and opportunity of a person with a disability to live life in their own terms. Personal assistance refers to the necessary assistance provided to persons with disabilities in the activities of daily living, which the person would do independently but which, due to their disability or illness, they cannot manage without the help of another person.

Personal assistance can be granted for activities of daily living, work or studies, interaction, recreational activities and participation in society. The content, amount and method of implementation of the assistance are determined based on the Client's individual need, service needs assessment, the client plan and the decision made for the Client.

Personal assistance requires that the Client is able, independently or with support, to form and express their will regarding the content of the assistance. The Client determines, independently or with support, where, how and when they will be assisted. The purpose of personal assistance is not to replace care, nursing, supervision or a service in which the content and implementation of the assistance are mainly determined by factors other than the Client's own will and individual choices.

Provisions on the methods of organising personal assistance are laid down in section 10 of the Disability Services Act. The service can be organised using the employer model, a Service Voucher, the Wellbeing Services County's own activities or as a purchased service. Together with the Client, the Wellbeing Services County determines which arrangement is suitable for the client's individual situation and the implementation of the service.

The Client has the right to choose the Service Voucher Service Provider they like. The Service Voucher can only be used in Finland.

The granting of a Service Voucher to the Client is based on a service needs assessment performed by a social welfare professional and the Client's individual need for material assistance and the fulfilment of the conditions for personal assistance under section 9 of the Disability Services Act. A decision by a public official is made on the issued service and its implementation method. The service must be implemented in accordance with the decision of the public official, the Client's service need and the requirements set by the Wellbeing Services County for the Service Voucher Service

Providers. In addition, the service must meet the general requirements laid down for personal assistance.

The requirement for using a Service Voucher is that the Client wishes to use the Service Voucher and has a genuine opportunity to choose the Service Voucher Service Provider, agree on the implementation of the service and, if necessary, receive support in using the Service Voucher. The Service Voucher is issued for a fixed period or until further notice. The Service Voucher is issued in the Client's name. The Client selects the Service Voucher Service Provider from the approved list of Service Providers and may change the Service Voucher Service Provider if they wish.

The Service Voucher balance, i.e. the number of hours available each month, can be viewed in the Service Voucher System (PSOP). The Service Provider checks the Client's balance in the Service Voucher System when agreeing on the service.

The Service Voucher will expire if the Client's service need changes or the Wellbeing Services County revokes the use of the voucher. In such a situation, the Wellbeing Services County can arrange the Client's services in other ways. The Service Provider and/or the Client must contact the designated employee in Social Work for People with Disabilities at the Western Uusimaa Wellbeing Services County if any changes affecting service needs are observed in the Client's need for assistance. If the Client no longer needs all the services considered necessary at the time of making the service voucher decision, or the Client's functional capacity has deteriorated, Social Work for People with Disabilities will reassess the need for services based on information on the Client's situation it has received and, if necessary, make a new decision.

11 Service pricing

The value of the Service Voucher is determined as an hourly rate based on a decision of the Western Uusimaa Wellbeing Services County Regional Board. In the personal assistance service, the value of the Service Voucher covers all costs incurred from the provision of the service. The service is free of charge for the Client, and the Service Provider is not entitled to charge the Client a Co-payment for the service performed with a Service voucher for Personal Assistance.

The Service Provider invoices the Wellbeing Services County for the personal assistance services it has provided based on the actual time spent assisting the Client and the price approved by the Wellbeing Services County. The price invoiced by the Service Provider for services produced with a Service Voucher may not exceed the value set for the Service

Voucher. The Wellbeing Services County will not compensate the Service Provider for any other costs. The Client may claim reimbursement afterwards for necessary expenses incurred in connection with assistance (e.g. admission fees, travel expenses) from Family and Disability Services. Reimbursement may be granted at discretion for reasonable expenses.

The Service Provider invoices the Wellbeing Services County for the personal assistance services provided to the Client according to the actual assistance time, calculated in 30-minute increments, using the service voucher system (PSOP).

12 Applying to become a Service Voucher Service Provider for personal assistance and Service Provider eligibility

12.1 Applying in the PSOP system and service-specific appendices

Service providers must familiarise themselves with the valid service voucher handbook before applying to become a Service Voucher Service Provider. Service providers must also make sure that the required attachments comply with the instructions in this handbook. Each attachment must be given an identifiable title that describes the content of the document, and includes the date.

The Service Voucher Service Provider must be registered as a service provider in accordance with the Act on the Supervision of Social Welfare and Health Care (741/2023) and entered in the Soteri register under the personal assistance service category before it may apply to the Service Voucher System (PSOP).

Once the application and all the necessary documents are in order in the PSOP system, the service provider applying to become a Service Voucher Service Provider for personal assistance is interviewed. In the interview, an expert presents the Western Uusimaa Wellbeing Services County, the PSOP system, the practices of service voucher activities and the control carried out by the Wellbeing Services County. In addition, the clientèle of personal assistance, the different service needs of persons with disabilities and the diverse range of prospective Clients are discussed. During the interview, the service provider has the opportunity to ask questions of the Wellbeing Services County.

Service Providers must report the following information to the PSOP system (in the 'Additional information' section under Prices), which will be visible to Clients:

- The languages in which the service is provided, and
- The municipality/ies of the Western Uusimaa Wellbeing Services County in which the service is provided

Only the following details may be entered as the additional information to the prices:

Service languages: Finnish, Swedish

Where the service is provided: Hanko, Raasepori

In addition to the documentation under the Act on the Contractor's Obligations and Liability when Work is Contracted Out referred to in section 7 (General requirements for Service Voucher Service Providers), the Service Voucher Service Provider must submit the following valid documents to the PSOP system when registering as well as whenever there are changes to the information:

- Registration decision of the Finnish Supervisory Agency on entry into the register of private social service providers
- GDPR privacy statement in accordance with EU regulations;
- Degree certificate of the responsible person;
- An up-to-date list of the subcontractors used by the Service Voucher Service Provider (the document must be titled Company Name_Subcontractors_Date); and
- An up-to-date self-monitoring plan.

Self-monitoring plan

The Wellbeing Services County highly recommends using the [self-monitoring plan template and the related instructions](#) of the Finnish Centre for Client and Patient Safety. By using the template, the Service Provider ensures that their self-monitoring plan is up-to-date in relation to the [Act on the Supervision of Social Welfare and Health Care \(741/2023\)](#), the related Valvira regulation (Dnro V/42106/2023) adopted on 15 May 2024, and also the [Act on the Electronic Processing of Client Data in Healthcare and Social Welfare \(703/2023\)](#).

12.2 Requirements for the eligibility of the service provider and employees

The Service Voucher Service Provider must be cooperative and its operations must be of high quality, reliable and responsible.

The Service Voucher Service Providers will identify by name or position the person(s) serving as contact persons and persons responsible for service implementation in accordance with this handbook.

The service provision may not be funded with a Veikkaus grant (STEA) or an organisational or project-specific grant from the Wellbeing Services County.

The employees must have the skills required by the Client's need for assistance. The Service Voucher Service Provider's employees work together with the Client, their family members/loved ones and other parties involved in the Client's service network.

The Service Voucher Service Provider undertakes to comply with the following employee requirements:

1. The person responsible for the Service Provider's service has completed training that meets the criteria for providing the service.
2. The responsible service is also required to have knowledge and experience in the personal assistance service and be eligible to provide the service.

The Service Provider is responsible for making substitute staffing arrangements and ensuring that any substitute employees meet the requirements set for employees in the handbook.

The Service Provider ensures that all employees wear ID tags bearing the company name, business ID, the employee's name, photo and the company's logo when working.

The Service Provider has the electronic tools needed for drawing up client documents at its disposal. To ensure accessibility, the Service Voucher Service Provider must have an up-to-date telephone number and email address that have been reported to the Wellbeing Services County and the Clients. The email address must be the email address of the Service Provider's organisation, not a personal email address. The Service Provider and the employees involved in providing the Service must also ensure that the services provided are recorded in the PSOP system.

The Service Provider must ensure that any persons working with persons with disabilities have presented an extract from the criminal records as required by the Act on the Supervision of Social Welfare and Health Care. If the Service Voucher Service Provider has underage clients, it must check its employees' criminal records (Act on Checking the Criminal Background of Persons Working with Children 504/2002).

The Service Voucher Service Provider must confirm that no person exercising representative, managerial or regulatory authority in the company has a criminal record indicating a legally final conviction for any of the following offences as referred to in section 80 of the Act on Public Procurement and Concession Contracts (1397/2016).

The Service Provider is responsible for ensuring that the employees have the personal qualities required for assistance tasks and independent work. The employees are mainly adults, and any exceptions must be agreed with the Western Uusimaa Wellbeing Services County. The Client has the right to change the employee in certain situations (e.g. if the employee is repeatedly absent or repeatedly receives substantiated negative feedback).

The Service Provider is responsible for ensuring that its employees maintain and develop their professional skills, for example through continuing training.

Employees must have sufficient Finnish and/or Swedish language skills. Clients must receive the service in either Finnish or Swedish. If the Client's language is other than Finnish or Swedish, the Client and the Service Voucher Service Provider may agree on the provision of the service in this language.

It is also recommended that the Service Provider ensures that the employees have sufficient first aid capabilities.

Under the Disability Services Act (675/2023), a family member or other close person of a person with disabilities may only act as their personal assistant for a special reason if it is in the best interest of the person with disabilities. The related decision is made by the Wellbeing Services County as part of the decision-making on the personal assistance service. If a family member of the Client works for the Service Provider, it must ensure that the family member does not serve as the Client's personal assistant without an assessment and decision made by the Wellbeing Services County. A family member refers to a person such as the assistance recipient's spouse, cohabiting partner, child, parent, grandparent, grandchild or sibling.

13 Content and quality of the service

The Service Voucher Service Providers provide services within the limits specified in the Service Voucher.

The content and quality of the service provided by the Service Voucher Service Provider must at least match that specified in this handbook.

The service is based on the Client's individual needs. The Service Provider provides high quality services in accordance with the Act on the Status and Rights of Social Welfare Clients (812/2000). When providing the service, the Client's wishes and opinions must be given primary consideration, and the Client's right to self-determination must also be otherwise respected. When organising the service, the Service Provider should aim to ensure that the assistance is mainly provided by the same employee(s). The content, method of provision and quality of the Personal Assistance service must match what has been agreed with the Client. The service must be provided diligently and with high quality while paying attention to the Client's best interest.

The times assistance is provided are determined based on the Client's individual needs and wishes. Unless the duties have to be carried out at a specific time, the assistance is primarily carried out on weekdays and during daytime. Assistance provided in the evening or during weekends must be based on the Client's own choice or other substantiated need.

The Client determines, independently or with support if necessary, where, how and when they will be assisted. In practical assistance situations, the Client or a person selected by the Client who is familiar with the Client's individual needs for assistance will guide and advise the employee in practical assistance situations and familiarise the assistant with their duties. If the Service Voucher Service Provider and the Client agree that a more experienced assistant should familiarise a new assistant with their duties, the Service Provider may only charge for the use of one assistant. An exception may be made for a justified reason, which must be agreed in advance in writing with the Wellbeing Services County.

The Service Provider must provide and monitor the service in accordance with its self-monitoring plan. The self-monitoring plan must meet the requirements set in the Act on the Supervision of Social Welfare and Health Care (741/2023) and Valvira's regulation 1/2024. The regulation on the more detailed content, preparation and monitoring of the self-monitoring plan is still in force, and the Finnish Supervisory Agency (LVV) is currently responsible for its application. The self-monitoring plan must always be updated based on changes in operations or identified development needs. The Service Provider monitors the implementation of the self-monitoring plan and prepares a report on it at least every four (4) months. The report will be made publicly available. The self-monitoring plan and the reports on its implementation must be publicly available and accessible to the supervisory authority. The Service Provider must make sure that the self-monitoring plan

has been discussed with the employees and subcontractors and that it is complied with.

The Service Provider must inform the Wellbeing Services County and the Clients of any material changes in the activities. Any changes in the circumstances affecting service provision (e.g. delay, obstacle, interruption) and in the responsible persons or contact details must be reported without delay when the change has been observed or is otherwise likely.

14 Acting as a Service Voucher Service Provider

14.1 The Client's status and use of the Service Voucher

A public official at the Wellbeing Services County assesses the Client's application for Personal Assistance. The Client receives a decision and a service voucher number for the service granted, after which the Client selects the desired Service Voucher Service Provider from the list of providers approved by the Wellbeing Services County. The Client orders the service personally and concludes an agreement on the service voucher client relationship with the Service Provider.

The Service Provider's customer service must accept orders and feedback at least on weekdays from 8:00 to 16:00 by telephone as well as by SMS and email. Call-back requests from Clients must be responded to without delay.

The Service Provider must market its services in an appropriate and reliable manner in accordance with good practice. Marketing must not be used to create unnecessary demand for healthcare or social welfare or services. Special characters (e.g. exclamation mark) are not allowed in company names in the Service Voucher System. The Service Provider may not contact Clients covered by the personal assistance employer model to market its services to them. The Service Provider may also not engage in direct marketing that is considered inappropriate or target marketing to individual Clients, taking vulnerable position into consideration.

The Client contacts the Service Voucher Service Provider and gives it their Service Voucher identifier. The Service Provider uses the identifier to find the Client's details in the Service Voucher System. The Service Provider uses the identifier to verify the validity of the voucher and whether it can be used before agreeing on the service with the Client. The Wellbeing Services County will not reimburse the Service Provider for any costs incurred if the Service Voucher Service Provider agrees on a service with the Client without verifying the validity of the Service Voucher and whether it can be used.

Before the service begins, the Service Provider must clearly explain to the Client which parts of the service will be provided with the Service Voucher and which are additional services paid for by the Client.

If the need for services changes, the Western Uusimaa Wellbeing Services County will reassess whether the use of the Service Voucher is still the best option for implementing the Client's service. In this case, the voucher may be revoked and the Client's services will be arranged in another way.

Neither the Service Voucher Service Provider nor the Client may unilaterally change the content of the ordered service. In exceptional situations, for a justified reason, the Client may contact the decision-maker to review the decision.

The Service Voucher Service Provider must agree with the Client on the practices related to providing the service and the suitable assistants. The Service Provider is obliged to make arrangements for a substitute employee when the permanent employee is absent. The Service Provider is responsible for providing substitutes with work orientation and ensuring their eligibility.

In accordance with a regulation issued by Valvira (reg. no. V/42106/2023), the Service Voucher Service Provider's self-monitoring plan must detail how it will ensure the adequacy of the personnel and substitute arrangements and how the continuity of the service activities is secured across all situations. The self-monitoring plan must describe the measures and operating models used to ensure that the Service Provider has sufficient competent employees available for service provision in relation to the clients' service needs and the number of clients. The plan must also describe the concrete procedures followed to ensure the continuity of services during employee absences, such as annual leave and sickness absences as well as in situations where the agreed service cannot be implemented as planned. The Service Provider must ensure that clients are provided with the necessary service even when sudden changes occur and that the client is not left without the necessary support. The Service Provider's responsibility for sufficient employees also applies to services that the Service Provider organises using Subcontractors.

The Service Voucher Service Provider may unilaterally cancel an agreed service session no later than seven (7) days before the agreed start time of the service provision. The Service Provider must notify the Client of the cancellation in accordance with their mutual agreement. Assistance sessions cancelled by the Service Voucher Service Provider may not be invoiced.

In other situations, the Service Provider shall inform the Client of the obstacle to the service as soon as it has become aware of it and shall agree on a substitute assistance session with the Client (e.g. using a substitute worker).

The Client may cancel a pre-agreed assistance session by notifying the Service Voucher Service Provider of the cancellation no later than 24 hours before the agreed session. Assistance sessions cancelled by the Client within the set time limit may not be invoiced.

Minor changes mutually agreed upon by the Client and the Service Provider regarding the place and schedules of the service are not considered cancellations of the service. The Service Provider must notify the Wellbeing Services County if the Client repeatedly fails to attend the agreed assistance sessions without cancelling.

The Client must notify the Service Provider of an unexpected event, such as the cancellation of an assistance session due to hospitalisation, immediately or as soon as possible. When the Service Provider is informed that the Client has been admitted to hospital, all future planned assistance sessions are cancelled. The Wellbeing Services County shall not reimburse these sessions.

14.2 Terms and conditions of the agreement between the Service Voucher Service Provider and the Client

The contracting parties of a service provided with a service voucher are the Client and the Service Voucher Service Provider. The provisions and legal principles of consumer law, contract law and the Act on Service Vouchers for Social Welfare and Health Care (569/2009) apply to the contractual relationship. When agreeing on the service, the Client is obliged to disclose any information known to them that is essential for the appropriate implementation of the service.

The Service Provider concludes a written agreement with the Client or their legal representative. The agreement shall define the rights and obligations of each party, the validity, amendment and termination of the agreement, and the content and method of delivery of the service.

Upon request, the Service Provider must submit the agreement to the Wellbeing Services County for the supervision and monitoring of the Service Voucher Service.

Assistance is provided in accordance with the agreement at the Client's home and/or at another agreed location. Travel time is not included in the assistance time and the Service Provider cannot invoice for it. The Service Voucher Service Provider does not have the right to invoice the Client for additional services provided unless the Client has ordered them themselves and the order has been included in the agreement between the Service Provider and the Client.

In accordance with consumer protection legislation and general contractual principles, the Client may have the right to terminate the agreement with immediate effect on the basis of a material defect or delay by the Service Provider. An example of a situation that can be considered a material breach of agreement is a situation in which an employee of the Service Provider fails to comply with the agreement or is otherwise unsuitable for the duties of an assistant for a justified reason.

The service agreement may be concluded for a one-off individual service, for a fixed term or at maximum for the duration of the service voucher received by the Client from the Wellbeing Services County.

A one-off service agreement ends without notice once the service has been provided. A fixed-term agreement ends without notice at the time agreed in the agreement, unless the agreement specifically states that the agreement may be terminated during the agreement period. The period of notice is at least two (2) weeks. The Client has an opportunity to change the Service Voucher Service Provider in accordance with the terms and conditions of the agreement concluded with the service provider.

14.3 Recording of services provided

The Service Provider must document the implementation of the service in such a way that allows verifying the content, time and the person providing the service if necessary. The documentation must be sufficient to enable the control and supervision of the service, ensure client safety and verify the accuracy of invoicing. The processing of client data complies with the valid legislation and guidance issued by the authorities. The Wellbeing Services County and the Client are entitled to access the details included in the documentation upon request without separate compensation.

The Service Voucher Service Provider must also record the completed service events required for invoicing and monitoring the use of the service voucher in the service voucher system (PSOP) in accordance with the provided instructions. PSOP records refer to information on the implementation of the service, such as the time of an assistance session and the hours of

work completed. The Service Provider is responsible for ensuring the accuracy of the record entries. No additional details on the content of the service or other client-specific information are recorded in the PSOP system. Service events must be recorded as soon as possible, but no later than the fifth (5th) day of the month following the month in which the event took place.

14.4 Invoicing

The Service Provider can verify the Client's right to use the Service Voucher and its value in the Service Voucher. The Service Provider may only invoice the Wellbeing Services County for the provision of personal assistance with a Service Voucher using the PSOP system. The Service Provider must ensure that both the invoicing and the services invoiced comply with the order and decision. The Service Provider does not have the right to invoice a Client without a valid Service Voucher. If the total price of the service is less than the value of the Service Voucher, the Service Provider may only invoice the Wellbeing Services County based on the actual payment.

To enable the recording and invoicing of the service in the PSOP system, the Service Provider must make a service reservation for the Service Voucher when agreeing on the implementation of the service with the Client and at the latest before the expiry of the voucher.

A service event that has been incorrectly recorded in the PSOP system and has already been paid or settled must be reported to the Wellbeing Services County. The Wellbeing Services County will make the necessary adjustment, after which the Service Provider can re-record the event if necessary.

The Service Provider can only invoice for the assistance tasks performed. No separate remuneration is paid for other work (such as work planning, making client entries and summaries, network-based collaboration, phone calls, communication with the Wellbeing Services County, employees' breaks, administrative expenses) or travel, i.e. they must also be included in the prices given.

14.5 Feedback and complaints

At the request of the Wellbeing Services County, the Service Provider instructs its clients to respond to a satisfaction survey and also use it to provide free-form feedback on the service. Clients may also send complaints and feedback directly to the Wellbeing Services County.

The Service Provider is obliged to respond to Clients' feedback and complaints without delay. The service voucher provider must immediately notify the Western Uusimaa Wellbeing Services County of any complaints, claims, objections, incident reports and other observations concerning service voucher activities that may have a material impact on the provision of the Client's service, client or patient safety, the rights of the Client, the continuity of the service, the legality of the activities, or the Wellbeing Services County's supervisory duties. The Wellbeing Services County must also be notified of minor and ordinary situations occurring in day-to-day operations if they are recurrent or otherwise constitute a significant deviation. The Service Provider must also comply with the notification obligation laid down in the Act on the Supervision of Social Welfare and Health Care.

The Service Provider documents any client feedback it has collected and uses it to develop its operations. The Service Provider submits a summary of client feedback to the Wellbeing Services County upon request.

The Service Provider must notify the Wellbeing Services County of any material changes in its operations, service provision, responsible persons, contact details or circumstances that may affect the provision of the service.

The Service Provider is obliged to immediately notify the Wellbeing Services County of any serious damage caused in its Service Provision. Complaints on service deficiencies and other activity in violation of the agreement are filed in writing to the Service Provider. The Service Provider is obliged to respond to the complaint in writing within three (3) working days and to correct its operations within a reasonable period of time (typically no more than two weeks). The Service Provider may not charge the Wellbeing Services County for the event that caused the complaint. Complaints may be filed by the Client, their legal representative, the Wellbeing Services County, an employee of the Service Provider or the Service Provider.

The Service Provider must document any client contacts in the Client's details. For example, contacts from the Client, a family member or Social Work for People with Disabilities constitute client contacts. The entry must indicate at least the time of the contact, the person making the contact, the subject of the contact and the follow-up measures taken by the Service Provider. The Service Provider must maintain a separate overview of client feedback, which shows the feedback received and the measures taken as a result of the feedback. When compiling the overview, it must be ensured that it does not contain any personal data. The Service Provider must ensure that the overview is up to date, has a clear structure and is easy to read and understand. If necessary, the Wellbeing Services County has the right to request

access to the overview to reliably verify the processing and monitoring of feedback.

15 Monitoring of service quality and supervision of Service Providers

Provisions on the supervision of the service are laid down in the Act on the Supervision of Social Welfare and Health Care (741/2023).

The Service Voucher Service Provider must independently monitor the quality and appropriateness of its operations and any Subcontractors, as well as client and patient safety.

The Service Provider is primarily responsible for the quality, safety and legality of the service it provides and for ensuring that the service is implemented in accordance with the decision made for the Client, the Service Voucher, the agreement concluded with the Client and this handbook. The Service Provider must monitor and assess its operations through self-monitoring and take corrective action without delay if deficiencies, shortcomings or situations that endanger customer safety are detected.

The Service Provider must draw up an up-to-date self-monitoring plan to ensure the quality, appropriateness and safety of daily operations and to monitor the sufficiency of employees working with clients, covering all services provided by and on behalf of the Service Provider. The self-monitoring plan also describes the monitoring the use of a client-oriented approach, employees' competence, handling of deviations and taking corrective measures.

The Service Provider must draw up the self-monitoring plan electronically and publish it online or in some other manner that promotes its publicity, and keep the self-monitoring plan publicly available.

The self-monitoring plan must be known to employees, followed in practical operations and updated whenever the activities or circumstances change. The Service Provider must notify the Western Uusimaa Wellbeing Services County without delay of any deviations that have a material impact on the quality, safety or legality of the service and of any corrective measures related to them.

The Western Uusimaa Wellbeing Services County steers and supervises the services organised with a Service Voucher in accordance with its responsibility for organising the services. The purpose of the supervision is to ensure

that the service is safe and of high quality, and complies with the Client's decision and the terms of this handbook. The Wellbeing Services County targets supervision on a risk basis, for example, on the basis of client feedback, complaints, objections, deviation reports, reporting data, supervision visits and other observations.

The Service Provider must submit the information, reports and documents requested by the Wellbeing Services County for its supervisory duty within a reasonable time limit set by the Wellbeing Services County. The Service Provider must accept the supervisory and guidance visits, client surveys and other supervision measures carried out by the Wellbeing Services County necessary for the assessment of the quality, safety, decision-making and correctness of invoicing of the service.

The Service Provider is obliged to submit a separate client-specific statement or report to the Wellbeing Services County, for example in connection with legal proceedings, an objection or a complaint. The statement must be carefully prepared, submitted within the requested time limit, and it must contain the requested information. The Service Provider is not entitled to invoice for the statement or report.

16 Penalties for violating the terms of the handbook

If the Service Provider violates the principles of this document, the Wellbeing Services County has the right to use the following corrective measures:

Reprimand

The Wellbeing Services County may issue a written reprimand to the Service Voucher Service Provider if:

- a. The quality of the services provided differs from what is specified in this handbook;
- b. The Service Provider fails to comply with good care and service practices; or
- c. The Service Provider fails to fully comply with the principles of this handbook.

The Service Provider must remedy the situation immediately after receiving the reprimand and report the corrective measures and their progress to the Wellbeing Services County.

Warning

If the Service Voucher Service Provider has failed to remedy the situation that was the subject of the reprimand issued by the Wellbeing Services County within 14 days of its receipt, the Wellbeing Services County has the right to issue a written warning to the Service Provider. The Service Provider must remedy the situation immediately after receiving the warning.

Penalty fee

The penalty fee is 10% of the average monthly total compensation charged by the Service Provider from the Wellbeing Services County (VAT 0%). The average monthly total compensation is calculated by dividing the sum of the charges made by the Service Provider in the previous 6 months by six. If, at the time of the issue of the penalty fee, the agreement has not yet been in effect continuously for six months, the average monthly total compensation is calculated by dividing the sum of the charges made by the Service Provider during the agreement period by the number of full months in the agreement period so far. In any case, the penalty fee is always at least EUR 500.

The penalty fee must be paid within 21 days of the invoice issued by the Wellbeing Services County to the bank account indicated by the Wellbeing Services County. If the payment is delayed, statutory interest on late payment shall be paid on the penalty fee starting on the day following the due date.

Appendix 1: Data Protection and Confidentiality Appendix

DATA PROTECTION AND CONFIDENTIALITY APPENDIX

WESTERN UUSIMAA WELLBEING SERVICES COUNTY

Version 2, 12 September 2023

Contents

A. JOHDANTO	37
1. Määritelmät	37
2. Tietosuoja- ja salassapitoliihteen tausta ja tarkoitus	38
3. Alihankinta	39
B. TIETOTURVALLISUUS JA SALASSAPITO	41
4. Hyvinvointialueen ja Palvelusetelituottajan yleiset velvoitteet	41
5. Palvelusetelituottajan tietoturvallisuus	41
5.1. Henkilöstöturvallisuus ja turvallisuusselvitykset	43
5.2. Tietoaineistoturvallisuus	43
5.3. Pääsy tiloihin	43
5.4. Pääsy järjestelmiin ja tietoihin	44
6. Tietoturvaloukkausten käsittely	45
7. Tietoturvallisuuteen liittyvä muutoshallinta ja kehittäminen	48
8. Salassapito	48
C. HENKILÖTIETOJEN KÄSITTELY.....	51
9. Henkilötietojen käsittely	51
10. Henkilötietojen käsittelyn sijainti	53
D. MUUT EHDOT	56
11. Palvelun seuranta ja tarkastaminen	56
12. Auditointi.....	57
13. Sakko	58
14. Vahingonkorvaus	59

A. INTRODUCTION

1. Definitions

Subcontractor refers to the subcontractors used by the Service Voucher Service Providers in accordance with the handbook.

Service refers to the service or activity specified in the Handbook on Service voucher for Personal Assistances that the Service Voucher Service Provider undertakes to provide when registering as service providers.

The Handbook on Service voucher for Personal Assistances refers to the instructions prepared by the Wellbeing Services County and its appendices defined in section 2, which the Service Voucher Service Providers undertake to comply with when registering as service voucher service providers.

In this Data Protection and Confidentiality Appendix, the **Parties** refer to the **Wellbeing Services County** ('Controller') and the **Service Voucher Service Provider** ('Processor') defined in the Handbook.

Protected Information refers to all information, regardless of its format, that one Party has disclosed to the other Party, or that the Wellbeing Services County has stored in the Service, or that has been generated in the provision of the Service, or that a Party has otherwise become aware of, and

- that has been determined as confidential in the Act on the Openness of Government Activities (621/1999) or in other legislation; or
- that concerns information contained in a document that has not yet become public in the manner referred to in the Act on the Openness of Government Activities; or
- that concerns other information that the Wellbeing Services County has marked as confidential or that constitutes Protected Information or that the Service Provider knew or should have known to be considered such information; or
- that concerns other information that the Wellbeing Services County and the Service Provider have agreed to be considered as Protected Information; or
- that concerns personal data or a personal data file.

General Data Protection Regulation (EU) refers to Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

Processing of personal data refers, under Article 4 of the General Data Protection Regulation, to any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Data Protection and Confidentiality Appendix refers to the present document appended to the Handbook on Service voucher for Personal Assistances.

Information Security Guidelines refer to the requirements set for the Service Provider in the Handbook on Service voucher for Personal Assistances or Data Protection and Confidentiality Appendix or other instructions regarding information security, data protection or secrecy issued by the Wellbeing Services County to the Service Provider.

Premises refer to the facilities of the Service Voucher Provider and its Subcontractor where the Protected Information is stored, used or otherwise processed.

2. Background and purpose of the Data Protection and Confidentiality Appendix

The Wellbeing Services County has prepared the Handbook on Service voucher for Personal Assistances, which Service Providers undertake to comply with when registering as service voucher service providers.

This Data Protection and Confidentiality Appendix defines the security arrangements as well as those in relation to Protected Information observed between the Wellbeing Services County and the Service Provider in the provision of the Service referred to in the Handbook on Service voucher for Personal Assistances, as well as all

collaboration related to the Handbook between the Wellbeing Services County and the Service Provider.

The Wellbeing Services County and the Service Provider are aware that the Service provided based on the Handbook contains information whose confidentiality may be critical, for example, for the safety and rights of the Wellbeing Services County and individuals, the operation of the Wellbeing Services County, the rights and obligations set by legislation, and compliance with guidelines binding on the authorities and individuals. With this Data Protection and Confidentiality Appendix, the Service Provider and the Wellbeing Services County aim to ensure that the Protected Information remains confidential and that the Service is provided in compliance with information security legislation.

Regardless of what may have been agreed in the Handbook on Service voucher for Personal Assistances or other documents between the Service Provider and the Wellbeing Services County on matters falling within the scope of this Data Protection and Confidentiality Appendix or related responsibilities or the order of precedence of the documents, this Data Protection and Confidentiality Appendix shall always take precedence in matters falling within the scope of this Data Protection and Confidentiality Appendix.

3. Subcontracting

The Service Provider may not use subcontractors other than those specified in the Handbook on Service voucher for Personal Assistances for the processing of personal data without prior written permission from the Wellbeing Services County. The Service Provider must inform the Wellbeing Services County in writing without undue delay of any planned changes concerning the addition or replacement of Subcontractors involved in the processing of personal data.

The Service Provider must ensure that it is also able to comply with the provisions of this Data Protection and Confidentiality Appendix when using Subcontractors. The Service Provider must inform the Subcontractor of its obligations under this Data Protection and Confidentiality Appendix and of the fact that bringing the operations into compliance with the requirements of the Data Protection and Confidentiality Appendix may incur costs. The Wellbeing Services County will not bear these costs.

The Service Provider is responsible for ensuring that its Subcontractors comply with the terms and conditions of this Data Protection and Confidentiality Appendix. The Service Provider shall be responsible for its Subcontractors in the same manner as for its own operations. The Service Provider must ensure that the part of the Service produced by its Subcontractors can also be audited if necessary.

The obligations imposed on the Service Provider's employees in this Data Protection and Confidentiality Appendix also apply to the personnel of the Subcontractor involved in the provision of the Service.

B. INFORMATION SECURITY AND CONFIDENTIALITY

4. General obligations of the Wellbeing Services County and the Service Voucher Service Provider

The Service Voucher Service Provider and its Subcontractor shall comply with this Data Protection and Confidentiality Appendix, data protection legislation and the Service Provider's Information Security Guidelines in the provision of the Service. In addition, the Service Voucher Service Provider and its Subcontractor shall comply with the Service Provider's internal information security guidelines insofar as they do not conflict with the Handbook on Service voucher for Personal Assistances, the appendices to the Handbook, this Data Protection and Confidentiality Appendix or the Wellbeing Services County's Information Security Guidelines.

If patient documents or social welfare client documents are prepared or otherwise processed based on the Handbook on Service voucher for Personal Assistances, the Service Provider undertakes to prepare and process them as required by legislation and official regulations concerning patient and client documents.

The Wellbeing Services County will use any reasonable means to promote the Service Provider's opportunities to act in accordance with this Appendix.

The Wellbeing Services County's Information Security Guidelines will be included in the Service documentation. Any amendments to the guidelines and their impacts on the provision of the Service shall be agreed upon separately in writing.

The Service Provider is responsible for ensuring that the confidentiality, availability or integrity of the Wellbeing Services County's Protected Information is not compromised due to the negligence, incorrect working methods or other activity of the Service Provider's employees that are contrary to this Data Protection and Confidentiality Appendix or the Handbook on Personal Assistance Service.

The Service Provider is responsible for ensuring that the Service it provides is fault-tolerant and that the data stored in the Service can be quickly restored in the event of a physical or technical failure.

5. Information security of the Service Voucher Service Provider

The Service Voucher Service Provider shall inform the Wellbeing Services County of the information security of the Service and other matters related to compliance by actively keeping in touch with the Wellbeing Services County and ensuring that the Wellbeing Services County is constantly aware of these matters.

The Service Voucher Service Provider agrees to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of the protected data as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, and to follow the Wellbeing Services County's instructions and any updates to the Wellbeing Services County's instructions.

The Service Provider defines the tasks and responsibilities related to information security in its organisation and appoints persons to communicate about information security matters and report information security incidents related to the Service. The Service Provider shall also extend the corresponding obligation to the Subcontractors related to the provision of the Service.

The Service Provider is responsible for ensuring that it and its Subcontractor's employees have easy access to up-to-date and appropriate instructions and documents related to information security and data protection in accordance with this Data Protection and Confidentiality Annex.

With regard to information security updates, access control, access management and other similar information security practices, the practices specified in the Handbook on Service voucher for Personal Assistances or the Wellbeing Services County's Information Security Guidelines or separately agreed practices shall apply.

The Service Provider is responsible for ensuring that, when acting as a service provider or intermediary in accordance with section 3 of the Act on the Processing of Client Data in Healthcare and Social Welfare (703/2023), it has prepared an information security plan in accordance with section 77 of said Act. At the request of the Wellbeing Services County, this information security plan must be presented to the Wellbeing Services County.

5.1 Personnel security and security clearances

The Service Voucher Service Provider maintains an up-to-date list of the access rights, access permissions and user authorisations of the persons involved in the provision of the Service.

In situations specified in the Security Clearance Act (726/2014), the Wellbeing Services County may require a security clearance or, if necessary, an equivalent international security clearance for employees of the Service Provider or its Subcontractor involved in processing Protected Information or with access to systems containing Protected Information.

The Service Provider is responsible for obtaining the consent of the person subject to the security clearance and for commissioning the security clearance.

The Wellbeing Services County is responsible for the costs of the security clearances detailed above. If a security clearance is carried out again due to changes or additions to the employees of the Service Provider or its Subcontractor for reasons beyond the Wellbeing Services County's control, the Service Provider is responsible for the costs incurred in performing a security clearance of the new person.

5.2 Data security

The Service Voucher Service Provider shall comply with the good information management practice referred to in the Act on the Openness of Government Activities, the good information processing practice, the General Data Protection Regulation and other legislation concerning information security and data protection in the provision of the Service.

The Wellbeing Services County has the right to classify the Protected Information based on the related need for protection, and to determine an information security level for each class, as well as the information security measures and guidelines based on this level. The Service Provider shall process the Wellbeing Services County's protected data in the manner required by the Wellbeing Services County's classifications.

5.3 Access to premises

The Service Provider's and its Subcontractor's Premises must be appropriately protected with a lock and other necessary measures to prevent unauthorised access to the Premises and the Protected Information contained therein.

If the Service is provided in the Service Voucher Service Provider's or its Subcontractor's Premises, the Service Provider must ensure the appropriate physical safety of the Premises in the event of a fire, power outages, water damage, external disturbances, and other similar exceptional circumstances. If necessary, the Wellbeing Services County and the Service Provider may agree on more detailed requirements related to the Service.

Persons who have not been granted the right to access the Protected Information or the systems containing it in accordance with this Data Protection and Confidentiality Appendix may only be present on the Premises under supervision. Supervision is not required if the way the Protected Information is stored or processed in the Premises prevents such persons from accessing it.

Persons with access to the Protected Information must be identifiable by means of a photo ID card or other similar means.

5.4 Access to systems and data

The Service Voucher Service Provider is responsible for ensuring that whenever Protected Information is disclosed, access to processing such information or systems containing it is granted only to such employees of the Service Provider and its Subcontractor who have been authorised to access said systems or information, and who are aware of their obligations regarding confidentiality.

The Service Provider is responsible for ensuring that the designated employees belonging to its and its Subcontractor's personnel referred to above comply with this Data Protection and Confidentiality Appendix.

The Service Provider is responsible for ensuring that the designated employees among the above-mentioned personnel of the Service Voucher Service Provider and its Subcontractor have signed written confidentiality agreements covering all Protected Information before the individuals start processing said data or gain access to said systems. At the request of the Wellbeing Services County, this

confidentiality agreement must be presented to the Wellbeing Services County.

The Service Provider's access rights to the Wellbeing Services County's systems are reviewed regularly at least once a year, and any unnecessary or overly extensive access rights are removed. For each system, the Party that maintains and manages the access rights to the system in question is responsible for the related review. As a rule, only user-specific accounts are used. Shared user accounts are only allowed with the permission of the Wellbeing Services County.

The Wellbeing Services County organisation's possible administrative rights and other access rights are reviewed regularly in a jointly agreed manner.

If the Service Voucher Service Provider processes Protected Information in its own system or its Subcontractor's system, the use of the system requires individual authentication or another form of login.

If the Service Provider processes the Protected Information in its own or its Subcontractor's system, the Service Provider shall comply with the following obligations related to the storage of log data:

- The Service Provider is obliged to store the disclosure log data if Protected Information is transferred from the system by means of interfaces or view-only access;
- The Service Provider is obliged to store the access log data for any processing of Protected Information, such as saving, amending, deleting, viewing or other measures taken on the Protected Information.
- At the request of the Wellbeing Services County, the Service Provider shall submit said log data to the Wellbeing Services County.

6. Processing of information security breaches

After becoming aware of any information security incidents related to the Service, the Service Voucher Service Provider shall notify of them in writing without undue delay to hankinta@luvn.fi. This notification obligation applies at least to realised data leaks/breaches,

attempted data breaches, unpatched system vulnerabilities and other similar deviations that are likely to increase the risk of compromising the confidentiality of the Protected Information of the Wellbeing Services County.

In addition, the Service Voucher Service Provider shall notify the Wellbeing Services County of any other essential disruptions or problems in the service provided by the Service Provider that may affect the confidential processing of the Wellbeing Services County's Protected Information or the status and rights of persons whose personal data the Service Provider is processing. The notification must be made without undue delay after the Service Provider has been informed of the issue.

The Service Provider must disclose at least the following information on the information security breach to the Wellbeing Services County:

- describe the security breach; if the breach involves personal data, as far as possible, provide also a description of the categories and approximate number of data subjects affected and the categories and approximate numbers of personal data types;
- name the data protection officer or other responsible person who can provide more information on the matter;
- describe the likely consequences of the breach; and
- describe the measures that the Service Provider would propose or has taken in response to the information security breach and, if necessary, also the measures to mitigate any adverse effects.

If it is not possible to provide all the above information at the same time, the information can be provided in stages without undue delay.

The Service Voucher Service Provider shall provide instructions to its personnel and Subcontractors on how to respond to disruptions in the provision of the Services and how to report them.

Upon discovering a personal data breach, the Service Voucher Service Provider shall take immediate action to limit and rectify the effects of the breach. The Service Provider shall document the results

of the investigation and the measures taken, and report them to the Wellbeing Services County.

The Service Provider is obliged to help the Wellbeing Services County in the efforts to minimise the damage caused by information security incidents.

In the event of an information security breach, the Service Provider must assist the Wellbeing Services County in submitting the notification required under Articles 33 and 34 of the General Data Protection Regulation to the supervisory authority and the data subject.

In cases involving suspected or actual criminal activity or misuse, the Wellbeing Services County and the Service Provider will strive to negotiate further measures, taking into account the circumstances and the requirements set by legislation. The Service Provider is obliged to assist the Wellbeing Services County in investigating the breach with the authorities.

7. Change management and development related to information security

The specified change management procedure is followed when making changes to Services.

When planning a change or expansion of the information system or the Services, the information security requirements are reviewed in the early stages. The Wellbeing Services County determines what these requirements consist of. The Service Provider is responsible for describing a feasible solution for the requirements specified by the Wellbeing Services County.

The Service Provider shall continuously develop the Service to ensure that it meets information security requirements.

The Service Provider shall keep up with the developments and news related to information security relevant to the Service. The Service Provider shall prepare for and actively respond to new risks and threats related to information security.

8. Confidentiality

The Service Voucher Service Provider and the Wellbeing Services County shall apply the security arrangements specified in this Data Protection and Confidentiality Appendix whenever the Service Provider or its Subcontractor processes Protected Information.

As a public-sector entity, the Wellbeing Services County complies with the provisions on secrecy, publicity and privacy protection laid down in the Act on the Openness of Government Activities and other legislation. This Data Protection and Confidentiality Appendix may not be used to deviate from the mandatory obligations imposed on the Wellbeing Services County by legislation.

When providing the Service, the Service Voucher Service Provider must pay particular attention to the impact of the following regulations determining information security obligations on the provision of the Service:

- Act on the Openness of Government Activities (621/1999)
- Decree on the Openness of Government Activities and on Good Practice in Information Management (1030/1999)
- Act on Information Management in Public Administration (906/2019)

- Act on the Protection of Privacy in Working Life (759/2004)
- Act on the Electronic Processing of Client Data in Healthcare and Social Welfare (703/2023)
- Act on Electronic Communications Services (917/2014)

The Parties shall keep secret all Protected Information. Protected Information may not be used for the benefit or detriment of the data subject or any other party.

The Parties shall store and process the Protected Information in such a manner that it is only accessed by persons who have the right to the Protected Information and is not accessed, examined or otherwise disclosed to unauthorised third parties.

The Service Provider shall only process the Protected Information to the extent required for the provision of the Service. The Service Provider shall only disclose Protected Information to persons whose work duties related to the provision of the Service require access to Protected Information. The Service Provider undertakes to provide instructions and organise training for individuals authorised to access this information, especially on the appropriate processing of Protected Information.

The Service Provider is responsible for employees' non-disclosure agreements in accordance with section 5.4(3).

The Wellbeing Services County shall decide on the provision of information in a document received from the Wellbeing Services County or prepared when performing a duty commissioned by the Wellbeing Services County.

At the end of the Service provided by the Service Provider in accordance with the Handbook on Service voucher for Personal Assistances, the Service Provider and its Subcontractors shall return the material containing the Protected Information of the Wellbeing Services County and other material belonging to the Wellbeing Services County indicated by the Wellbeing Services County, and delete all information stored on their storage media, including any copies. The Service Provider is responsible for ensuring that the Wellbeing Services County's material is separate or separable from the Service Provider's other material. The data may not be destroyed if storing it is required by the Wellbeing Services County, legislation or regulations issued by the authorities. In this case, the Wellbeing Services County shall provide the Service Provider with more detailed instructions on the procedure.

The confidentiality obligation also applies after the Service provided by the Service Provider in accordance with the Handbook on Service voucher for Personal Assistances has ended.

C. PROCESSING OF PERSONAL DATA

9. Processing of personal data

The Wellbeing Services County is the controller of personal data under the General Data Protection Regulation and is responsible for the processing of this data. The Parties understand that, as the Controller, the Wellbeing Services County may use only processors of personal data who implement appropriate technical and organisational measures in such a manner that processing meets the requirements of legislation related to processing of personal data and data protection under the General Data Protection Regulation and other relevant legislation, and ensure the protection of the rights of the data subject.

The Service Provider and its Subcontractors are processors of personal data referred to in the General Data Protection Regulation. The Service Provider is responsible of complying with all obligations imposed on the processor of personal data under the General Data Protection Regulation and other legislation valid at a given time and to ensure in its subcontracting agreements that its Subcontractors comply with them.

The Service Provider shall submit a description of the processing operations as an attachment when applying to become a service voucher service provider in the PSOP system. The description of the processing operations shall cover the following:

- The processing subject (what data the Service provision concerns) and its duration (until further notice or an agreed period of validity)
- The nature (what kind of processing is agreed upon, e.g. collection/storage of data) and purpose of processing (why personal data is processed, what is the purpose of processing personal data in accordance with the Service)
- Type of personal data (what personal data is processed, e.g. name, address details) and categories of data subjects (who is in the register, e.g. clients / are there special categories of personal data which may only be processed on special grounds in accordance with Article 9 of the General Data Protection Regulation).

The Service Provider shall only process personal data on behalf of the Wellbeing Services County to the extent necessary for the

provision of the Service and only until the provision of the Service has ended as agreed or the Service Provider's obligation to assist has ended in accordance with the Wellbeing Services County's instructions. The Service Provider may not use the personal data it has received in its own activities, process it in violation of this Data Protection and Confidentiality Appendix, combine personal data with other material in its possession or disclose it. The Wellbeing Services County will instruct the Service Provider with the procedure followed in the transfer or destruction of personal data when terminating the provision of the Service.

If the Service Provider processes personal data in its own or its Subcontractor's system, and if the data subject has the right to obtain the data in a machine-readable format, the Service Provider must ensure that the personal data it processes is in a commonly used and machine-readable format so that it can be automatically extracted from the system for transfer to another system.

The Service Provider and its Subcontractor must, upon request, cooperate with the supervisory authority in accordance with Article 31 of the General Data Protection Regulation to perform the related duties.

If necessary, the Service Provider must assist the Wellbeing Services County in performing an impact assessment in accordance with Article 35 and a prior consultation in accordance with Article 36 of the General Data Protection Regulation.

The Service Provider and the Wellbeing Services County shall jointly prepare an impact assessment document for the Service in accordance with Article 35 of the General Data Protection Regulation during the planning phase of the Service, if such a document is required by law or guidance issued by the authorities, and update it as needed and to the extent necessary.

If the General Data Protection Regulation requires the appointment of a data protection officer, the Service Provider must appoint a data protection officer in accordance with Article 37 of the General Data Protection Regulation and submit the person's contact details to the Wellbeing Services County. The data protection officer or other person responsible for the information security of the Service is obliged to participate at no additional charge in the meetings of the Service monitoring steering group or a similar body upon request.

In the provision and development of the Service, the Service Provider must comply with data protection by design and by default. This means integrating data protection principles into the processing of personal data at an early stage. Meeting the requirements of the General Data Protection Regulation must be ensured throughout the life cycle of the processing of personal data.

The Service Provider undertakes to notify the Wellbeing Services County without undue delay of any requests by data subjects concerning the exercise of the data subject's rights under the General Data Protection Regulation and other valid legislation.

The Service Provider undertakes to assist the Wellbeing Services County with appropriate technical and organisational measures to enable the Wellbeing Services County to fulfil its obligation to respond to requests concerning the exercise of the data subject's rights. As a processor of personal data, the Service Provider understands that the requests to exercise these rights may require it to provide assistance in informing and communicating with the data subject, implementing the data subject's right of access, rectifying or erasing personal data, implementing the restriction of processing and/or transferring personal data from one system to another.

If the Service Provider processes the address and other contact details of natural persons in its own or its Subcontractor's system, the Service Provider must be able to impose and manage restrictions on the disclosure of data, such as those arising from the data subject's non-disclosure order under the Act on the Population Information System and the Certificate Services of the Digital and Population Data (661/2009). The Service Provider must be able to restrict the processing of the data subject's personal data in part or in full in the manner required by the Wellbeing Services County. The restriction of a data subject's personal data may not result in the restriction of the personal data of other natural persons in the data file, unless otherwise agreed in writing between the Wellbeing Services County and the Service Provider.

10. Location of the processing of personal data

The transfer of personal data outside the EU/EEA refers to situations where data is stored in a cloud service located outside the EU/EEA or where the processor acting as a service provider can access personal data remotely from outside the EU/EEA. As a rule, the cloud service provider always has access to the data processed in the

service if, at any point during its life cycle, the information is in un-encrypted form within the service or the service provider has access to the encryption keys used to encrypt the data.

The European Commission has issued an adequacy decision on the level of data protection in accordance with Article 45 of the General Data Protection Regulation for certain countries. The restrictions on processing outside the EU/EEA or the obligation to use the European Commission's Standard Contractual Clauses and supplementary safeguards do not apply to these countries. The Service Provider may process the Wellbeing Services County's personal data in these countries in the same manner as in the EU/EEA.

The European Commission has also issued an adequacy decision for the United States. However, it is different from the decisions concerning other countries in that personal data may only be transferred from the EU and the EEA to the United States when the recipient company participates in the Data Privacy Framework and undertakes to comply with the related principles. The Service Provider must ensure that the US company has registered with the Data Privacy Framework and check annually that the company remains a member.

However, the Service Provider may not process, transfer or disclose the Wellbeing Services County's personal data outside the EU/EEA.

If the Service Provider or its Subcontractor processes or transfers personal data outside the EU/EEA, or the country of the Service Provider or its Subcontractor is located outside the EU/EEA or countries approved by the European Commission, the Service Provider must, upon request, provide the Wellbeing Services County with an account of the impact of the legislation and actual practices of the country of processing and its domicile on the level of data protection required by the General Data Protection Regulation at no additional charge.

Servers containing protected information must be located in the EU/EEA. The Service Provider must inform the Wellbeing Services County of the locations of the servers. If the location of the servers changes, the Service Provider must notify the Wellbeing Services County in advance.

If the Handbook on Service voucher for Personal Assistances has set stricter conditions on the processing of data or server location than

what is stated above, such as that the servers shall be located in Finland, the Handbook shall be applied.

D. OTHER CONDITIONS

11. Monitoring and inspection of the service

The purpose of monitoring and inspecting the Service in accordance with this Data Protection and Confidentiality Appendix is to verify the maintenance and information security of the Service and its continuous development as well as the implementation of the confidentiality of the Protected Information.

The Wellbeing Services County has the right to amend, supplement and update the Information Security Guidelines issued to the Service Provider. Amendments, additions and updates to the guidelines may be related to technical or organisational measures concerning information security, the processing of personal data or data protection. The Service Provider shall carry out the necessary amendments in accordance with the guidelines issued by the Wellbeing Services County. If changes to the Wellbeing Services County's guidelines require the Service Provider to carry out material modification work (exceeding one (1) person-day), the additional costs shall be agreed upon separately. The Service Provider and the Service Provider's Subcontractors undertake to comply with these amended, supplemented or updated guidelines.

If necessary or upon request, the Service Provider shall submit a data security report to the Wellbeing Services County. The report must include at least the following:

- Any changes in employees and the subcontracting chain and, if necessary, related security clearances
- Product development plans that may trigger a need to update the Information Security Guidelines
- Changes in information security and data protection guidelines
- Information security measures taken (vulnerability patches, version updates, installation of security software, etc.)
- Confirmed data leaks/breaches and their scope and severity. The Service Provider shall report any leaks that may endanger personal without undue delay.
- Attempted data breaches
- Unpatched system vulnerabilities and other similar deviations that are prone to increase the risk of compromising the

confidentiality of the Wellbeing Services County's Protected Information.

The Service Provider undertakes to respond within 72 hours of the Wellbeing Services County's contact and to respond within one (1) week to notifications, complaints or other messages from the Wellbeing Services County concerning information security, the processing of personal data or data protection, excluding data security breaches in accordance with the General Data Protection Regulation, to which the Service Provider shall respond in accordance with section 6 (1) without undue delay after becoming aware of them.

The Service Provider shall regularly and systematically monitor that the security level required by this Data Protection and Confidentiality Appendix is realised in its activities, record any deviations and report them to the Wellbeing Services County without delay, and initiate corrective measures without delay. The Wellbeing Services County monitors the realisation of the security level of the Service in cooperation with the Service Provider.

The Wellbeing Services County is not responsible for any costs arising from amendments made as a result of monitoring and inspecting the Service.

12. Auditing

The Wellbeing Services County has the right to audit the Service and its delivery as well as the Service Provider's systems related to it. The Wellbeing Services County has the right to use an external auditor in performing the audit. The Service Provider may request a change of auditor if the external auditor is the Service Provider's direct competitor.

In performing the audit, it must be ensured that the information security and confidentiality of the Service Provider's other clients or their data is not compromised.

The Wellbeing Services County may perform an audit no more than twice a calendar year, unless otherwise provided by mandatory legislation, regulations by the authorities or a data security threat. The Wellbeing Services County shall always have the right to conduct an audit for a specific reason, such as in connection with suspected or actual information security incidents or misuse.

The Service Provider is responsible for ensuring that the Service and related information systems have been appropriately documented for the audit.

Before initiating the audit, the Wellbeing Services County shall prepare an audit plan. The auditor shall prepare an audit report, which includes a proposal for the necessary corrective measures in addition to any identified deficiencies. The Wellbeing Services County shall hand over the audit report prepared by the auditor to the Service Provider for corrective measures.

The Wellbeing Services County is responsible for the costs incurred in organising the audit. If the audit is performed out to review the corrections of previously detected errors, or if the audit reveals significant deficiencies in the Service Provider's security arrangements or in its compliance with this Data Protection and Confidentiality Appendix, the Service Provider shall be responsible for the costs of the audit.

The Service Provider must rectify the deficiencies detected during the inspection without delay, however no later than within 30 days of receiving the Wellbeing Services County's written notification, unless otherwise expressly agreed upon. Any material deficiencies that pose an obvious threat to information security must be corrected immediately.

Any deficiencies and errors revealed in the audit that are caused by the violation of the Handbook on Personal Assistance

Service Vouchers or this Data Protection and Confidentiality Appendix shall be corrected by the Service Provider free of charge.

The Wellbeing Services County shall have the right to disclose information on the outcome of the audit to other authorities.

13. Penalty

The Wellbeing Services County has the right to impose a penalty on the Service Provider for each material violation of this Data Protection and Confidentiality Appendix without being required to prove that it has suffered any loss as a result of the breach. Essential breaches that always justify a fine include at least infringements that lead to a data breach, infringements that lead to the right of the data subject to compensation for damages, and other infringements

of comparable severity. If the Service Provider has failed to rectify its material breach within 14 days, the breach shall be considered a new breach, in which case the Wellbeing Services County shall be entitled to a new fine. The expiry of the time limit shall always trigger a new time limit in accordance with this section, and the breach may be considered a new breach each time it occurs.

With regard to other non-material breaches that can be corrected, the Wellbeing Services County is only entitled to a penalty if the Service Provider fails to correct the breach within 14 days of receiving the Wellbeing Services County's notification. If the aforementioned correction has not been made and the Service Provider fails to correct the breach within the next 14 days, the Wellbeing Services County shall be entitled to a new fine. A new time limit always begins when the previous one expires.

The amount of the fine for each breach of the Data Protection and Confidentiality Appendix is 30% of the average monthly charge for the Service during the previous 12 months, however, at minimum EUR 5,000.

However, if the Service Provider breaches several obligations of this Data Protection and Confidentiality Appendix with the same action, it shall nevertheless be considered a single breach giving rise to a penalty.

Before collecting the penalty, the Wellbeing Services County must notify the Service Provider in writing of the breach of this Data Protection and Confidentiality Appendix. The breach is discussed in the steering group for the service in accordance with the Handbook or other similar service organisation between the Parties, or, in the absence of such, in discussions between the Service Provider and the Wellbeing Services County.

A penalty under this section shall not limit or reduce the right of the Wellbeing Services County to compensation for damages or other sanction terms in accordance with the Handbook.

The Wellbeing Services County shall have the right to set off an amount corresponding to the contractual penalty for the Service in accordance with the Handbook on Personal Assistance Service.

14. Damages

The limitations of liability in the Handbook on Personal Assistance Service shall not apply to violations of the confidentiality obligations under this Data Protection and Confidentiality Appendix.

If a Party has paid compensation for damage caused by a violation of data protection legislation on the basis of applicable legislation, that Party shall, notwithstanding the agreed limitations of liability, have the right to recover from the other Party involved in the same processing the proportion of the compensation paid corresponding to that other Party's failure to comply with its obligations. The liability of a Party for damage caused to a data subject is determined in accordance with Article 82(4) of the General Data Protection Regulation or a corresponding provision in other data protection legislation.

Any penalty shall not limit the right of the Wellbeing Services County to receive compensation for damages from the Service Provider for the violation to the extent that the damage caused to the Wellbeing Services County exceeds the amount of the penalty.