

# Terms of Cooperation (basic contract)

ArboNed makes use of these terms of cooperation in order to ensure good cooperation. These terms of cooperation form an integral part of the contract that your organisation has concluded directly with ArboNed or via your sickness absence insurer with ArboNed as a service provider. These terms contain the minimum requirements imposed on an agreement under the Working Conditions Act, the so-called basic contract. Your employee representatives must agree to your working conditions policy and your sickness absence policy and must approve these terms of cooperation.

## What is required of you?

These terms of cooperation are subject to the right of consent of the works council (WC) or employee representative body (ERB). If there is no WC or ERB, you must coordinate with the employees in question.

These terms of cooperation must be signed by the person in your organisation who is authorised to do so. You must keep this signed copy in your own records afterwards.

## Meet legal requirements of basic contract based on the safety net scheme

The Working Conditions Act provides the basis for an optimal working conditions policy.

Under the Working Conditions Act, employers are obliged to arrange expert support for their working conditions and sickness absence policy. When you took out a sickness absence subscription with ArboNed, you opted for the so-called 'safety net scheme'. This means that you have entrusted your occupational health and safety tasks to ArboNed as a certified occupational health and safety service, and that the arrangements concerning the cooperation have been laid down in a mandatory 'basic contract'.

Support with occupational health and safety tasks  
Under this basic contract, ArboNed assists you with the following statutory tasks of an employer:

- Advising on staff absence support.
- Testing your Risk Assessment and Evaluation (RAE) and advise on this.
- Conducting a preventive medical examination (PME) or periodic occupational health examination (POHE) among your employees.
- Conducting pre-employment physical examinations (if applicable).
- Offering the possibility of consulting the (company) doctor (for example, during the (company) doctor's open consultation hour).
- Visit to the workplace: the (company) doctor must be able to visit every workplace (freely).

## Work agreements

To ensure that the key experts can do their work in a professional manner, work agreements are laid down in your basic contract with ArboNed. The basic contract must also include the following:

- Consultation and cooperation with the WC (if present) or ERB and prevention officer by the core experts.
- Second opinion: the employee must have the option of requesting a second opinion from another (company) doctor if he does not agree with the advice given. This makes the professional's actions transparent and verifiable.
- Complaints procedure: every (company) doctor or occupational health and safety service must have a clear working method or procedure that describes how and where the employee can submit any complaints about the services provided by the (company) doctor.
- Reporting occupational diseases: a (company) doctor must be able to spend time detecting, recognising, diagnosing and reporting occupational diseases.
- Advice on prevention: advice to the employer by the (company) doctor about the prevention of health complaints.

## RAE and PME arrangements

Together with ArboNed, you make arrangements about prioritising risks in the RAE plan of action and about contributing to the working conditions policy. The Working Conditions Act states that employers must periodically offer employees a preventive

medical examination (PME or POHE). Based on the results of the RAE, you can make arrangements with ArboNed to offer your employees a PME or POHE.

Prior to conducting pre-employment physical examinations, arrangements will be made with you about the specific medical requirements for a position.

## Cooperation with prevention workers, WC or ERB

By discussing the health and safety risks within your organisation with ArboNed, ArboNed can give you and your employees solicited and unsolicited advice about preventive measures aimed at the best possible working conditions policy. ArboNed works closely with your prevention officer, the WC or ERB. If necessary, key experts ((company) doctor, occupational health specialist, occupational and organisational expert and safety expert) from ArboNed are called in for this. They can provide multidisciplinary support to the employer and employee.

## Disclosure obligation

You should promptly provide all relevant information regarding the prevention of sickness absence as well as the sickness absence and rehabilitation management in your organisation. Together with ArboNed, you ensure that there is sufficient time available for ArboNed to advise on preventive measures. We will be happy to make arrangements with you before the start of the work.

## Individual absence support

We perform our absence support on the basis of the ArboNed absence process, in accordance with the professional standards and guidelines. Our professionals, including the (company) doctor, occupy an independent position in this, advising both the employer and the employee.

ArboNed will charge you for our Absence Management on the basis of the Activities and rates overview. The rates can change annually. From the effective date of the contract with ArboNed, your employees are entitled to our services, even if your employee was ill before the effective date.

If a sickness report is submitted to us with retroactive effect, ArboNed cannot be held liable for the occupational disability activities during that period. ArboNed is not responsible for the absence support before the effective date of the contract with ArboNed.

Your employee and you receive written feedback from our (telephone) consultations, including advice on recovery and rehabilitation options.

## Vandaag absence portal

ArboNed offers its clients the possibility to use the Vandaag absence portal 24/7 to process sickness and recovery notifications, view feedback and generate reports. You must make sure that your data and that of your employees is kept up to date.

## Occupational diseases

In the case of occupational disorders and occupational diseases, the (company) doctor will be involved in preventing, identifying and - where possible

- treating them. The (company) doctor also has a statutory obligation to investigate occupational diseases and to inform you and your employee of this. He must also submit an anonymous report to the Netherlands Centre for Occupational Diseases (NCvB). The (company) doctor provides advice on preventive measures concerning the general working conditions policy and any changes to it based in part on the collated data. If necessary, the (company) doctor calls in other key experts.

## Absence and prevention policy

By law, your employees and you are jointly responsible for proper working conditions, health, safety and welfare. We would like to receive all relevant information concerning your current policy in respect of these matters. ArboNed advises and supports your organisation in finding practical and policy-related solutions in these matters.

## Information employees

We therefore ask you to inform your employees about our cooperation, your absenteeism and prevention policy and the obligations this entails for your employees. Including the ability for your employees to approach our professionals with questions about health, safety or well-being. Insofar as there is a connection with work and/or working conditions or labour relations, this is a statutory obligation. Your employees can meet our professionals for this purpose during the open consultation hours and can do so anonymously. We have (where desired) supportive communication means available.

## Facilitating (company) doctor

We also request that you allow our (company) doctor access to your company to obtain proper insight into the operational management and to talk to your employees, and where our professionals work on-site, to make suitable space and materials available. In the unlikely event of an industrial accident, please involve our (company) doctor or other key expert in the analysis of the accident. You can also call our Emergency Service to provide assistance to colleagues.

In order to comply with your and our obligations, you must report your ill employees sick to ArboNed within one week, and call on them to show up for surgery hours in good time. Where appropriate, the (company) doctor will be informed in a timely manner. In this way, the (company) doctor can monitor the development of the absence file from the time they become aware that an employee has been reported sick. You can use the Vandaag absence portal to process sickness and recovery notifications.

## Problem analysis

If the absence is expected to be long-term, the (company) doctor will draft a problem analysis no later than six weeks after commencement of the absence, or any sooner if the nature of the problems so requires. If on the basis of the nature of the underlying problems it only becomes clear after six weeks of absence that the absence will be long-term, the (company) doctor will immediately draft a problem analysis and explain the reasons for the extended period. The (company)

# Terms of Cooperation (basic contract)

doctor also provides an up-to-date assessment on a WIA application or conducts a 'leaving employment while ill' consultation, including 'leaving employment while ill'.

## Plan of action

The employer and employee will appoint a case manager per individual sickness report and will draw up a plan of action within two weeks of the (revision) of the problem analysis. Case managers are appointed in the plan of action. Case managers may not process medical (personal) data. The (company) doctor receives a copy.

You and your ill employee must evaluate the plan of action no later than at the end of the first year of illness and will revise the plan where necessary. The follow-up meetings with the (company) doctor for an interim evaluation or revision of the problem analysis take place on the basis of the nature of the underlying problems. The (company) doctor will give the reasons for the frequency of the follow-up schedule (or deviation therefrom).

## Advice from the (company) doctor

The (company) doctor will continue to provide advice as long as the employment continues and no assessment under the Work and Income (Capacity for Work) Act has taken place yet, even if the period of 104 weeks of absence has been exceeded. The provision of advice after 104 weeks is not part of the subscription rate and will be invoiced separately.

The (company) doctor will point out in good time whether or not the recovery concerning the medical condition and/or the functional capabilities stagnates and the possible work-related causes thereof and will provide advice on (substantiated) interventions. The (company) doctor will also provide advice on recovery and rehabilitation options, and will engage specific other professionals, on the basis of professional and statutory standards, to provide advice and support in that respect.

If necessary, the (company) doctor will consult with the general practitioner or attending specialist of the ill employee (only after the ill employee has given permission for that purpose) concerning the exchange of information or a regular care treatment.

## Request for another (company) doctor

The employee has the right to submit a written request to another (company) doctor. The explanation on [the website](#) about the procedure to be followed in the event of a change request to the (company) doctor forms part of these Terms of Cooperation.

## Second opinion (company) doctor

The (company) doctor engaged by ArboNed undertakes to offer the employee the option of a second opinion. The second opinion will be given by a BIG-registered (company) doctor from the national pool of second opinion (company) doctors. The most recent list can be found at [www.bedrijfsartsensecondopinion.nl](http://www.bedrijfsartsensecondopinion.nl). This (company) doctor does not work for or on behalf of ArboNed. The costs of the second opinion are borne by the employer, unless they are included in the subscription and unless the employee chooses to ask a second opinion from a (company) doctor who is not on above list of (company) doctors. The second opinion will be charged at ArboNed's usual rate.

The attending (first) (company) doctor indicates to the employee to what extent he accepts the advice of the second opinion (company) doctor. In principle, the first (company) doctor remains the counselling doctor.

## Transfer of counselling after second opinion

If the employee believes that the first (company) doctor takes insufficient account of the advice of the second opinion (company) doctor and further counselling by the first (company) doctor is undesirable for that

reason, he will let the first (company) doctor know in writing. That request must be explained.

The first (company) doctor must have access to the second opinion. Taking the second opinion into account, the first (company) doctor considers transferring further counselling to another (company) doctor. If further counselling is transferred, ArboNed will inform the employer in writing.

## Expert opinion

Are you dissatisfied with the content of the advice of the (company) doctor and/or another expert engaged by the (company) doctor? Want to know whether the rehabilitation is on the right track? Or do you and your employee have a difference of opinion about the rehabilitation or is there a stagnation? In that case, you as an employer - but also your employee - in addition to a second opinion, can request an expert opinion from the Employee Insurance Agency (UWV) in a number of situations.

The explanation on the [ArboNed website](#) about the procedure to be followed in the event of an expert opinion forms part of these Terms of Cooperation.

## Informing/coordination with third parties

You are obliged to pass on the following notifications to the UWV yourself:

- A sickness report that falls within the safety net scheme of the Sickness Benefits Act. We will draw your attention to this, insofar as privacy legislation allows this.
- An employee who leaves employment while ill. You can ask the (company) doctor to prepare a report in case an employee leaves employment while ill.

## WC or ERB

You coordinate the collaboration with ArboNed with your WC or the ERB in accordance with the Safety Net Scheme. Your WC or the ERB or the employees concerned receive reports that go beyond the individual. If the (company) doctor sees cause to hold a meeting, the (company) doctor will initiate the meeting and get in touch with the regular contact designated by the representative body for that purpose. The WC or ERB can also contact the (company) doctor.

When the agreement ends (through cancellation, annulment or termination by you, ArboNed or your insurer), you must inform in writing not only the employees supervised by ArboNed but also the WC or ERB or the employees concerned in your company.

## Confidentiality, anonymity and privacy

In accordance with the statutory regulations and related guidelines, we will maintain strict confidentiality with regard to all medical information and confidential or personal information, and store it with due care. To guarantee this, all our employees and third parties engaged by us sign a confidentiality statement.

If you or we are obliged to provide information by law, a binding ruling by a court of law or another government body, we will first agree, to the extent possible, the form, content and manner of communication.

In accordance with the statutory regulations, we guarantee the full anonymity of the individual employee(s). ArboNed will therefore not inform you which employees have availed themselves of open consultation hour or taken part in a PME. We do not provide information in (group) reports that can be traced back to individuals. We discuss findings only generally with you.

Only if the employee who is the subject of a pre-employment physical examination gives us permission to inform you of the result, or if an employee who visits a preventive consultation gives us permission to provide feedback to you, will we do so – after recording his permission. If we do not receive permission to do so,

you will still have to pay the costs of the assessment or the preventive consultation. ArboNed will keep (medical) records of the employees whom we examine or who are under our supervision.

Apart from ArboNed, only the employee is entitled to access their medical record. You and other third parties may only inspect this record if you can submit a written authorisation from the employee that was granted specifically for the situation in question.

## Transfer of files

When the cooperation comes to an end, medical records can be transferred if the employee grants written permission to do so. We will charge you for the costs incurred for this transfer. After the transfer, all liability pertaining to the duty to retain these files by ArboNed expires.

If you have decided to register the medical and administrative data in a system other than the medical records system of ArboNed, we cannot take on responsibility for adequate registration in the records.

## Processing Agreement

A separate processing agreement will be concluded in connection with the processing of personal data. The medical and personal data contained in the medical record is subject to our privacy policy. You and your employees can read this policy at [our website](#).

## Manners

Unfortunately, some employees do not observe normal manners and standards of decency. ArboNed is entitled to take appropriate measures. Where necessary, the relevant person will be excluded from services. We will inform the parties concerned. ArboNed is not liable for any detrimental (financial) consequences of any such misconduct.

## Quality of services

ArboNed aims to provide its services to the best of its ability. Content – our professionals comply with up-to-date, professional guidelines –, accessibility, work speed, interpersonal conduct and information provision play a role here, among other things. If you are unhappy with the services, please do not hesitate to get in touch with your regular contact at ArboNed. Do you or your employee wish to file an official complaint? Our complaint procedures can be found at [www.arboned.nl/klachtenprocedure](http://www.arboned.nl/klachtenprocedure).

## Financial aspects

Meetings with ArboNed must be cancelled by the employer, irrespective of the recovery date, no later than 24 hours in advance. If the appointment is cancelled after that or not at all, we will charge you the costs.

To ensure effective Absence Management, the (company) doctor can or must, in accordance with guidelines, consult with the regular health care provider, request a previous medical record or engage other professionals. You will be charged for the associated costs.

## Change in number of employees

We calculate that part of the payment due to us based on the number of employees in your service initially on the basis of the number of employees you entered on the order form.

If the number of your employees changes and you notify us of this within one month of the change - preferably by means of our 'Vandaag' absence portal - we will settle our fee at the end of the current contract year.

We request that you send us a copy of the aggregate payroll accounts for the past year, authenticated by an auditor, in any case at the beginning of each calendar year and no later than 1 March. We use this to calculate the fee due for the next year. The number of

# Terms of Cooperation (basic contract)

employees as at the effective date of the contract renewal is decisive here. Settlement with the employer is done based on the actual figures. In the unlikely event that you do not provide us with the necessary information after a reminder, we are entitled - by way of penalty - to increase the last known number of employees by a maximum of 25%. Receiving the correct number of employees is not only important for correct invoicing, but also for the accuracy of your absence reports.

If on the basis of our data the calculated owed fee differs by more than 5% from the total fee already invoiced for the calendar year in question, we may settle the difference.

Should we doubt the accuracy of the data, we reserve the right to verify or have the data verified and, if the information is incorrect or incomplete, to charge the correct rates and fees retrospectively, to recoup the verification costs from you and to terminate the agreement.

If the occupational health and safety service contract is terminated, there will be no longer any entitlement to occupational health and safety services from the date of termination for both cases of illness arising before the date of termination and cases of illness arising after the date of termination. Any work performed by ArboNed after termination of the occupational health

and safety service contract are invoiced in accordance with the most recent rate list of ArboNed.

## **Additional cooperation conditions for customers who are insured for continued salary payments during sickness**

Are you insured for continued salary payments during sickness? In that case you must notify the insurance company of the sickness report yourself, unless their policy conditions state otherwise. Different arrangements may also apply to the passing on of sickness and recovery notifications to ArboNed and the insurer. Please consult your insurer's policy conditions.

If the contract with ArboNed is linked to an absence insurance policy, a so-called combined package, the aforementioned provisions regarding the notification of employee numbers do not apply. The conditions of the linked sickness absence insurance with regard to duration, renewal and termination apply to the contract with ArboNed. At the end of the contract, conversion to another linked product of ArboNed and the sickness absence insurer is possible if there is no ongoing sickness absence.

## **Agreement**

These terms of cooperation form, as an addendum, an integral part of the contract that your organisation has concluded directly with ArboNed B.V. or via your

sickness absence insurer with ArboNed as a service provider. This means that the agreement complies with the minimum requirements imposed by the legislature on the agreement in connection with the statutory safety net scheme included in the Working Conditions Act as at 1 July 2017, the so-called basic contract.

Insofar as these terms of cooperation are in conflict with ArboNed's general terms and conditions, these terms of cooperation will take precedence.

## **For approval**

Name of organisation

---

Name

---

Position

---

Place

---

Date

---