

# Partnership Terms and Conditions (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 with ArboNed or via your sickness absence insurer with ArboNed as provider of the service. 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.

## Individual absence management

We perform our absence management on the basis of the ArboNed absence process, the Activities and rates list and in conformity with the professional standards and guidelines. Our professionals, including the occupational physician, take an independent position and provide advice to both employers and to employees.

If a sickness report is submitted to us with retroactive effect, ArboNed cannot be held liable for the occupational disability activities during that period.

You and your employee will receive written feedback on our (telephone) consultations, including advice about recovery and rehabilitation options.

ArboNed offers its clients the possibility to use the Today portal 24/7 to process sickness reports and notifications of recovery, view feedback and generate reports. You must make sure that your data and that of your employees is kept up-to-date. If you are insured for sick pay, other agreements may apply to the transmission of sickness and recovery reports. Please consult the policy conditions of your insurer in this respect.

In the event of occupation-related afflictions and occupational diseases, the occupational physician will be involved in the prevention, identification and – where possible – treatment thereof. The occupational physician 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 occupational physician provides advice on preventive measures concerning the general working conditions policy and possible changes to be made in respect thereof, on the basis of the combined data, among other things. If required, the occupational physician will engage (key) experts where necessary.

## 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.

We therefore request that you inform your employees about our cooperation, your absence and prevention policy and the obligations that these entail for your employees, as well as the option to approach our professionals with questions concerning health, safety or well-being. Insofar as there is a connection with work and/or working conditions or labour relations, this is a legal requirement. Your employees can meet our professionals for this purpose during the open consultation hours and can do so anonymously. We (optionally) have supporting communication resources available. We also request that you grant our occupational physician access to your company, in order to gain a good understanding of business operations and in order to be able to talk to

your employees. And, in case our professionals work on-site, to provide them with suitable workspace and equipment. In the unlooked-for event that a workplace accident takes place, you must call in our occupational physician or other key expert for the analysis of the accident. You can also call our Emergency Service to provide assistance to colleagues, for example.

In order to comply with your and our obligations, you must report your ill employees sick to ArboNed within one week, using our Today portal, and must call on them to appear during the consultation hours in good time. The occupational physician must be informed in good time as and when necessary. This way the occupational physician can monitor the development of the absence record from the time at which he becomes aware that an employee has been reported sick. For the processing of sickness and recovery reports, use ArboNed's current portal. If you are insured for sick pay, other agreements may apply to the transmission of sickness and recovery reports. Please consult the policy conditions of your insurer in this respect.

If the absence is expected to be long-term, the occupational physician will draft a problem analysis no later than six weeks after commencement of the absence, or as much sooner as the nature of the problems gives cause for. 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 occupational physician will immediately draft a problem analysis and will explain the reasons for the extended period. The occupational physician will also prepare the current opinion in case of an application under the Work and Income (Capacity for Work) Act or will hold a 'leaving employment while ill' consultation including 'leaving employment while ill' medical record report.

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 occupational physician will receive 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 occupational physician for an interim evaluation or revision of the problem analysis take place on the basis of the nature of the underlying problems. The occupational physician will give the reasons for the frequency of the follow-up schedule (or deviation therefrom).

The occupational physician 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 occupational physician 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 occupational physician 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 occupational physician 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.

The occupational physician engaged by ArboNed undertakes to provide the employee the option of a second opinion. The second opinion must be provided by an officially registered occupational physician from the national pool of occupational health service providers. The most recently updated list can be found at [www.bedrijfsartsensecondopinion.nl](http://www.bedrijfsartsensecondopinion.nl). This occupational physician is not employed by or on behalf of ArboNed B.V. The costs of the second opinion are to be borne by the employer unless the employee chooses to consult an occupational physician who does not work for the aforementioned occupational health services providers for the second opinion. ArboNed's applicable rate will be charged for the second opinion.

## Multidisciplinary cooperation

Multidisciplinary cooperation and a good understanding of the hazards are preconditions for successful reduction of your absence and occupational hazards and promotion of health and motivation. In order to identify and list the work-related health hazards and promote the health and safety in an organisation, it is also obligatory under the law to offer Preventive Medical Examinations (PME) and to carry out and review, or have another party review, a Hazard Identification and Risk Assessment (HIRA).

You are obliged to engage a key expert for the review of the HIRA (occupational physician, occupational and management consultant, occupational hygienist or safety specialist); the performance of the sickness absence management, the open consultations, the PME and the pre-employment medical examinations requires the engagement of an occupational physician. One of the key experts will provide advice to your organisation on the basis of the HIRA. You will make arrangements with the occupational physician/ other key experts concerning priorities in the HIRA plan of action and the contribution to the working conditions policy. If the HIRA results in the identification of hazards, agreements will be made about the performance of a PME. If pre-employment medical examinations are performed, specific arrangements will be made concerning the workload.

If you engage or have engaged an expert from outside ArboNed, we request that you facilitate cooperation between them and our company doctor, and also to provide us with these third-party reports. We also

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request that you facilitate the cooperation between your occupational health and safety officer and ArboNed's key experts and external experts it has engaged, which requirement is also prescribed by the law.

If necessary, the occupational physician will provide advice about preventive measures concerning the working conditions policy or changes to be made in respect thereof. Other (key) experts will be engaged where necessary. The occupational physician will cooperate closely with your occupational health and safety officer and will discuss the safety and health hazards in your organisation with your occupational health and safety officer. In connection with this, your organisation must provide ArboNed with all relevant information concerning the preventive measures that your organisation takes in respect of absence and the manner in which your organisation implements absence and rehabilitation management.

Your organisation and ArboNed must ensure that the occupational physician has sufficient time to provide advice about preventive measures concerning the general working conditions policy. Prior to commencement of the work, we would like to make arrangements with you concerning the professional's workplace. The workplace and working hours must be in accordance with the Working Conditions Act and related regulations.

## Informing/coordination with third parties

You have a duty to personally provide the following information to the UWV (employee insurance agency): a sickness report that falls within the scope of the Safety Net Scheme – we will draw your attention to this, to the extent that privacy legislation permits this – or an employee who leaves the employment while ill. You can ask the occupational physician to prepare a report in case an employee leaves employment while ill.

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.

You will coordinate our cooperation in accordance with the Safety Net Scheme with your works council or the employee representative body. Your works council or the employee representative body or the employees concerned will receive report reports that contain no information pertaining to specific individuals. If the occupational physician sees cause to hold a meeting, the occupational physician will initiate the meeting and contact the contact person designated by the participation body for that purpose. The works council or employee representative body may also contact the occupational physician.

At the termination of the agreement (through cancellation, dissolution or termination by you, ArboNed or your insurer), you must also inform your company's works council or the employee representative body or the employees concerned of this in writing, in addition to the employees we manage.

## Confidentiality, anonymity and privacy

We will treat all medical information and information of a confidential or personal nature strictly confidential and will store it with due care, in conformity with the statutory regulations and related guidelines. In order to guarantee this, all of our employees and the parties we engage sign a confidentiality statement.

If you or we are obliged to provide information pursuant to the 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). We will therefore not inform you which employees have availed themselves of a consultation or taken part in a PME. We do not provide information that can be traced back to individual persons in (group) reports. We will only discuss observations with you in general terms.

Only if the employee who is the subject of a pre-employment medical assessment 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 a (medical) record of the employees we examine or manage.

Apart from ArboNed, only the employee is entitled to access their medical file. 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.

When our 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. Following such transfer any liability concerning ArboNed's obligation to retain such records lapses.

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. A separate processor agreement will be concluded in connection with the processing of personal data. The medical and personal data contained in the medical file is subject to our privacy policy. You and your employees can read these regulations at [arboned.nl/wetgeving/privacy](http://arboned.nl/wetgeving/privacy).

## Manners

Unfortunately, some employees do not observe normal manners and standards of decency. Where necessary, the relevant employees will be excluded from our services. We will duly inform you. ArboNed is not liable for any adverse (financial) consequences of the misbehaviour.

## 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 contact person. Do you or your employee wish to file an official complaint? You can read our complaints procedure at [arboned.nl/klachtenprocedure](http://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 meeting is cancelled on shorter notice or is not cancelled at all, the costs thereof will be charged to you.

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 file or engage other professionals. You will be charged for the associated costs.

We calculate that part of the payment due to us based on the number of employees in your service in the first instance on the basis of the number of employees you entered on the engagement form. If your number of

employees changes and you notify us of this within one month of the change -preferably by means of our 'Today' absence portal-, our fee will be settled at the end of the current contract year.

We request that you send us a copy of the aggregated payroll accounts for the past year, verified by an auditor, in any case at the beginning of each calendar year and no later than 1 March. We use this for calculating the fee due for the year ahead. The number of employees as at the effective contract extension date is guiding. Settlement with the employer will take place on the basis of the up-to-date numbers. In the unlooked-for event that you do not provide us with the required information, after having been sent a reminder, we have the right to increase the last-known number of employees by 25% or less, as a penalty. If your insurance company notifies us of the number of employees, the above two paragraphs do not apply to you.

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 you are insured for sick pay, other agreements may apply to the transmission of sickness and recovery reports. If this is your case, the above paragraphs concerning the entering of the number of employees do not apply. Please consult the policy conditions of your insurer in this respect.

## Agreement

These terms of cooperation form - as an addendum - an integral part of the contract that your organisation has concluded with ArboNed or via your sickness absence insurer with ArboNed as provider of the service. As a result of this, the agreement of your organisation with ArboNed B.V. complies with the minimum requirements imposed by the legislature on the agreement in connection with the statutory safety net scheme as included in the Working Conditions Act as at 1 July 2017, [the so-called basic contract](#).

## In agreement

Name of organisation

Name

Position

Place

Date

You must keep this signed copy in your own records, and need not return it to your absence insurer or ArboNed.