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Leto X

72. Zakon o ratifikaciji Sporazuma o posojilu (Projekt razvoja upravljanja sistema zdravstvenega varstva) med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (MSPRUZ)

Na podlagi druge alineje prvega odstavka 107. člena in prvega odstavka 91. člena Ustave Republike Slovenije izdajam

U K A Z

O RAZGLASITVI ZAKONA O RATIFIKACIJI SPORAZUMA O POSOJILU (PROJEKT RAZVOJA UPRAVLJANJA SISTEMA ZDRAVSTVENEGA VARSTVA) MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (MSPRUZ)

Razlašam Zakon o ratifikaciji Sporazuma o posojilu (Projekt razvoja upravljanja sistema zdravstvenega varstva) med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (MSPRUZ), ki ga je sprejel Državni zbor Republike Slovenije na seji 31. maja 2000.

Št. 001-22-101/00
Ljubljana, dne 8. junija 2000

Predsednik
Republike Slovenije
Milan Kučan l. r.

Z A K O N

O RATIFIKACIJI SPORAZUMA O POSOJILU (PROJEKT RAZVOJA UPRAVLJANJA SISTEMA ZDRAVSTVENEGA VARSTVA) MED REPUBLIKO SLOVENIJO IN MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (MSPRUZ)

1. člen

Ratificira se Sporazum o posojilu (Projekt razvoja upravljanja sistema zdravstvenega varstva) med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj, podpisan dne 18. aprila 2000 v Ljubljani.

2. člen

Sporazum se v izvirniku v angleškem jeziku in prevodu glasi*:

LOAN NUMBER 7005 SLO

ŠTEVILKA POSOJILA 7005 SLO

Loan Agreement

(Health Sector Management Project)
between
REPUBLIC OF SLOVENIA
and
INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT
Dated April 18, 2000

SPORAZUM O POSOJILU

(Projekt razvoja upravljanja sistema zdravstvenega varstva)
med
REPUBLIKO SLOVENIJO
in
MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ
z dne 18. aprila 2000

LOAN NUMBER 7005 SLO

ŠTEVILKA POSOJILA 7005 SLO

LOAN AGREEMENT

AGREEMENT, dated April 18, 2000, between REPUBLIC OF SLOVENIA (the Borrower) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank).

SPORAZUM O POSOJILU

SPORAZUM z dne 18. aprila 2000 med Republiko Slovenijo (posojilojemalka) in MEDNARODNO BANKO ZA OBNOVO IN RAZVOJ (banka)

*Splošni pogoji, ki se uporabljajo za sporazume o posojilu s fiksnim pribitkom in sporazume o garanciji za posojila s fiksnim pribitkom, omenjeni v 1. členu, odstavku 1.01 sporazuma o posojilu, so na vpogled v sektorju za mednarodne pravne zadeve Ministrstva za zunanje zadeve in v sektorju za mednarodne finančne odnose Ministrstva za finance Republike Slovenije.

WHEREAS (A) the Bank has received a letter dated November 16, 1999 from the Borrower describing a phased program (the Program) to improve performance in the health sector through development of appropriate policies and standards and a unified national health information management system, and declaring the Borrower's commitment to implementation of the Program;

(B) the Borrower has requested the Bank to support the execution of the Program through extension to the Borrower of loans up to the equivalent of \$13,000,000 over a period of seven (7) years;

(C) the Borrower, having satisfied itself as to the feasibility and priority of the project described in Schedule 2 to this Agreement (the Project), has requested the Bank to assist in the financing of the Project; which constitutes the first phase of the Program; and

WHEREAS the Bank has agreed, on the basis, inter alia, of the foregoing, to extend the Loan to the Borrower upon the terms and conditions set forth in this Agreement;

NOW THEREFORE the parties hereto hereby agree as follows:

ARTICLE I

General Conditions; Definitions

Section 1.01. The "General Conditions Applicable to Loan and Guarantee Agreements for Fixed-Spread Loans" of the Bank, dated September 1, 1999 with the modifications set forth below (the General Conditions), constitute an integral part of this Agreement.

Paragraph (c) of Section 9.07 of the General Conditions is modified to read as follows:

"(c) Not later than six months before the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, the Borrower shall prepare and furnish to the Bank a report, of such scope and in such detail as the Bank shall reasonably request, on the execution and initial operation of the Project, its cost and the benefits derived and to be derived from it, the performance by the Borrower and the Bank of their respective obligations under the Loan Agreement and the accomplishment of the purposes of the Loan."

Section 1.02. Unless the context otherwise requires, the several terms defined in the General Conditions and in the Preamble to this Agreement have the respective meanings therein set forth and the following additional terms have the following meanings:

(a) "External Advisory Group" means a group of national and international experts to be established by the Project Board (hereinafter defined) to provide professional guidance and overall direction to said Board for Project implementation;

(b) "Eligible Categories" means categories (1) and (2); set forth in the table in Part A.1 of Schedule 1 to this Agreement;

(c) "Eligible Expenditures" means the expenditures for goods and services referred to in Section 2.02 of this Agreement;

(d) "HIIS" means the Borrower's Health Insurance Institute (Zavod za zdravstveno zavarovanje Slovenije) established by Law No. 9/92 on Health Care and Health Insurance dated March 1, 1992;

(e) "MOH" means the Borrower's Ministry of Health (Ministrstvo za zdravstvo);

(f) "NHIC" means the National Health Information Clearinghouse to be established by the Borrower in order to collect, process and provide health information in the Republic of Slovenia;

KER je (A) banka od posojilojemalke prejela pismo z dne 16. novembra 1999, v katerem ta opisuje program v fazah (program), s katerim bi izboljšali učinkovitost v sistemu zdravstvenega varstva s pripravo ustreznih politik in standardov ter enotnega sistema upravljanja zdravstvenih informacij v državi, in izraža svojo zavezanost izvajanju tega programa;

(B) ker je posojilojemalka zaprosila banko za podporo pri izvedbi programa s tem, da ji odobri posojila do višine 13,000.000 dolarjev v obdobju sedmih (7) let, in

(C) ker je posojilojemalka prepričana o upravičenosti in prioriteti projekta, opisanega v Prilogi 2 k temu sporazumu (projekt), in je zaprosila banko za pomoč pri financiranju projekta, kar je prva faza programa, in

KER se banka med drugim tudi na podlagi omenjenega strinja, da posojilojemalki odobri posojilo po določilih in pogojih, navedenih v tem sporazumu,

STA SE pogodbenici dogovorili naslednje:

I. ČLEN

Splošni pogoji, opredelitev pojmov

Odstavek 1.01. "Splošni pogoji, ki se uporabljajo za sporazume o posojilu s fiksnim pribitkom in sporazume o garanciji za posojila s fiksnim pribitkom" banke z dne 1. septembra 1999 s spodaj navedenimi spremembami (Splošni pogoji) so neločljiv sestavni del tega sporazuma.

Točka (c) odstavka 9.07 Splošnih pogojev se spremeni tako, da se glasi:

"(c) Najkasneje v šestih mesecih pred zaključnim datumom ali kasnejšim datumom, o katerem se lahko posojilojemalka in banka za ta namen dogovorita, posojilojemalka pripravi in predloži banki poročilo v takšnem obsegu in tako podrobno, kot banka primerno zahteva, o izvajanju in zagonu projekta, njegovi ceni in koristih, ki jih prinaša in naj bi jih prinašal, o tem, kako posojilojemalka in banka izpolnjujeta vsaka svoje obveznosti po sporazumu o posojilu in o doseganju ciljev posojila."

Odstavek 1.02. Če sobesedilo ne zahteva drugače, imajo razni izrazi, opredeljeni v Splošnih pogojih in v uvodu k temu sporazumu, tak pomen, kot je tam določen, spodaj navedeni dodatni izrazi pa pomenijo:

(a) "Zunanja svetovalna skupina" je skupina domačih in mednarodnih strokovnjakov, ki jo bo ustanovil Projektni svet (opredeljen v nadaljevanju), ki bo temu svetu zagotavljal strokovno vodstvo in splošno usmeritev pri izvajanju projekta;

(b) "upravičeni kategoriji" sta kategoriji (1) in (2), določeni v preglednici iz dela A.1 Priloge 1 k temu sporazumu;

(c) "upravičeni stroški" so izdatki za blago in storitve iz odstavka 2.02 tega sporazuma;

(d) "ZZZS" je Zavod za zdravstveno zavarovanje posojilojemalke (Zavod za zdravstveno zavarovanje Slovenije), ustanovljen z Zakonom št. 9/92 o zdravstvenem varstvu in zdravstvenem zavarovanju z dne 1. marca 1992;

(e) "MZ" je Ministrstvo za zdravstvo posojilojemalke;

(f) "CIP" je Center za izmenjavo zdravstvenih podatkov, ki ga bo ustanovila posojilojemalka za zbiranje, obdelavo in zagotavljanje zdravstvenih informacij v Republiki Sloveniji;

(g) "PIP" means the manual for the carrying out of the Project prepared and adopted by the Borrower, as the same may be amended from time to time with the agreement of the Bank;

(h) "PMPSU" means the Project Management and Professional Support Unit to be established by the Borrower pursuant to the provisions of Section 6.01 of this Agreement for the purposes of Project management;

(i) "Project Board" means the Project Board established by the Borrower to provide policy guidance, inter-agency coordination and oversight of Project implementation;

(j) "Project Management Report" means each report prepared in accordance with Section 4.02 of this Agreement;

(k) "Special Account" means the account referred to in Part B of Schedule 1 to this Agreement; and

(l) "Technical Working Groups" means the working groups established by the Borrower each of which will address an aspect of health sector policy and health information standards.

ARTICLE II The Loan

Section 2.01. The Bank agrees to lend to the Borrower, on the terms and conditions set forth or referred to in this Agreement, an amount equal to nine million Euro (EUR 9,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.09 of this Agreement.

Section 2.02. The amount of the Loan may be withdrawn from the Loan Account in accordance with the provisions of Schedule 1 to this Agreement for expenditures made (or, if the Bank shall so agree, to be made) in respect of the reasonable cost of goods and services required for the Project and to be financed out of the proceeds of the Loan and in respect of the front-end fee referred to in Section 2.04 of this Agreement.

Section 2.03. The Closing Date shall be June 30, 2004 or such later date as the Bank shall establish. The Bank shall promptly notify the Borrower of such later date.

Section 2.04. (a) The Borrower shall pay to the Bank a front-end fee in an amount equal to ninety thousand Euro (EUR 90,000). The Borrower agrees that on or promptly after the Effective Date, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amount of such fee.

Section 2.05. The Borrower shall pay to the Bank a commitment charge on the principal amount of the Loan not withdrawn from time to time, at a rate equal to: (i) eighty five one-hundredths of one per cent (0.85%) per annum from the date on which such charge commences to accrue in accordance with the provisions of Section 3.02 of the General Conditions to but not including the fourth anniversary of such date; and (ii) seventy five one-hundredths of one per cent (0.75%) per annum thereafter.

Section 2.06. The Borrower shall pay interest on the principal amount of the Loan withdrawn and outstanding from time to time, at a rate for each Interest Period equal to the Variable Rate; provided, that upon a Conversion of all or any portion of the principal amount of the Loan, the Borrow-

(g) "PIP" je priročnik za izvajanje projekta, ki ga pripravi in sprejme posojiljemalka in se lahko vsakokrat spremeni s soglasjem banke;

(h) "EVSP" je enota za vodenje in strokovno podporo projekta, ki jo ustanovi posojiljemalka v skladu z določbami odstavka 6.01 tega sporazuma za namene vodenja projekta;

(i) "Projektni svet" je Projektni svet, ki ga ustanovi posojiljemalka za zagotavljanje strokovnega vodstva, usklajevanja med institucijami in nadzora nad izvajanjem projekta;

(j) "poročilo o izvajanju projekta" je vsako poročilo, pripravljeno v skladu z odstavkom 4.02 tega sporazuma;

(k) "posebni račun" je račun, naveden v delu B Priloge 1 k temu sporazumu;

(l) "strokovne delovne skupine" so delovne skupine, ki jih ustanovi posojiljemalka, vsaka od njih pa se ukvarja z enim od vidikov politike sistema zdravstvenega varstva in zdravstvenih informacijskih standardov.

II. ČLEN Posojilo

Odstavek 2.01. Banka se strinja, da posojiljemalki posodi devet milijonov evrov (9,000.000 EUR) po določilih in pogojih, ki so določeni v Sporazumu o posojilu, ta znesek pa se vsakokrat lahko spremeni z zamenjavo valute v skladu z določbami odstavka 2.09 tega sporazuma.

Odstavek 2.02. Znesek posojila se lahko črpa z računa posojila v skladu z določbami Priloge 1 k temu sporazumu za izdatke, ki so nastali (ali ki bodo nastali, če se banka s tem strinja) v zvezi s primerno ceno blaga in storitev, potrebnih za projekt, in ki naj bi se financirali iz sredstev posojila, ter za stroške najema posojila iz odstavka 2.04 tega sporazuma.

Odstavek 2.03. Zaključni datum je 30. junij 2004 ali kasnejši datum, ki ga določi banka. Banka o tem kasnejšem datumu takoj obvesti posojiljemalko.

Odstavek 2.04. Posojiljemalka banki plača stroške najema posojila v višini devetdeset tisoč evrov (90.000 EUR). Banka v imenu posojiljemalke na datum začetka veljavnosti ali takoj po njem omenjeni znesek črpa z računa posojila in si ga izplača.

Odstavek 2.05. Posojiljemalka banki plača stroške za vsakokrat nečrpani del glavnice posojila po stopnji: (i) petinosemdeset stotin odstotka (0,85%) letno od datuma, ko takšni stroški začnejo nastajati v skladu z določbami odstavka 3.02 Splošnih pogojev do četrte obletnice takšnega datuma, vendar ne vključno z njim; in (ii) petinsedemdeset stotin odstotka (0,75%) letno od takrat dalje.

Odstavek 2.06. Posojiljemalka plačuje obresti na znesek glavnice vsakokrat črpanega in neodplačanega posojila po obrestni meri za vsako obrestno obdobje, ki je enaka spremenljivi obrestni meri, pod pogojem, da ob zamenjavi vsega zneska glavnice posojila ali dela tega zneska posojilo-

er shall, during the Conversion Period, pay interest on such amount in accordance with the relevant provisions of Article IV of the General Conditions.

Section 2.07. Interest and commitment charges shall be payable semiannually in arrears on May 15 and November 15 in each year.

Section 2.08. The Borrower shall repay the principal amount of the Loan in accordance with the provisions of Schedule 3 to this Agreement.

Section 2.09. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management:

(i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; and

(ii) a change of the interest rate basis applicable to all or any portion of the principal amount of the Loan from a Variable Rate to a Fixed Rate, or vice versa.

(b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in Section 2.01(7) of the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.

ARTICLE III

Execution of the Project

Section 3.01. (a) The Borrower declares its commitment to the objectives of the Project, and, to this end, shall carry out the Project, through the MOH (with the support of the HIIS), with due diligence and efficiency and in conformity with appropriate financial, administrative, health and information practices, and shall provide, promptly as needed, the funds, facilities, services and other resources required for the Project.

(b) Without limitation upon the provisions of paragraph (a) of this Section and except as the Borrower and the Bank shall otherwise agree, the Borrower shall carry out the Project in accordance with the Implementation Program set forth in Schedule 5 to this Agreement.

Section 3.02. Except as the Bank shall otherwise agree, procurement of the goods and consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be governed by the provisions of Schedule 4 to this Agreement.

Section 3.03. For the purposes of Section 9.08 of the General Conditions and without limitation thereto, the Borrower shall:

(a) prepare, on the basis of guidelines acceptable to the Bank, and furnish to the Bank not later than six (6) months before the Closing Date or such later date as may be agreed for this purpose between the Borrower and the Bank, a plan for the future operation of the Project; and

(b) afford the Bank a reasonable opportunity to exchange views with the Borrower on said plan.

jemalka v obdobju zamenjave plačuje obresti na takšen znesek v skladu z določbami IV. člena Splošnih pogojev.

Odstavek 2.07. Obresti in drugi stroški se plačujejo polletno za nazaj 15. maja in 15. novembra vsako leto.

Odstavek 2.08. Posojiljemalka odplačuje glavnico posojila v skladu z določbami Priloge 3 k temu sporazumu.

Odstavek 2.09. (a) Posojiljemalka sme kadar koli zahtevati katero koli od naslednjih zamenjav posojilnih pogojev, da s tem omogoči smotnejše upravljanje dolga s primerno skrbnostjo:

(i) spremembo valute posojila vsega črpanega ali nečrpanega zneska glavnice posojila ali dela tega zneska v odobreno valuto, in

(ii) spremembo osnove za obrestno mero, veljavne za ves znesek glavnice posojila ali za del tega zneska iz spremljive obrestne mere v fiksno obrestno mero ali obratno.

(b) Vsaka zamenjava, zahtevana v skladu s točko (a) tega odstavka, ki jo banka sprejme, se šteje za "zamenjavo", kot je opredeljena v odstavku 2.01(7) Splošnih pogojev, in se izvede v skladu z določbami IV. člena Splošnih pogojev in Navodil za zamenjavo.

III. ČLEN

Izvedba projekta

Odstavek 3.01. (a) Posojiljemalka izraža svojo zavezanost ciljem projekta in bo v ta namen izpeljala projekt prek MZ (s podporo ZZZS) primerno skrbno in učinkovito ter skladno z ustrežno finančno, upravno, zdravstveno in informacijsko prakso in bo takoj, ko bo potrebno, zagotovila denarna sredstva, zmogljivosti, storitve in druga sredstva, potrebna za projekt.

(b) Ne glede na določbe točke (a) tega odstavka in razen če bi se posojiljemalka in banka dogovorili drugače, posojiljemalka izvaja projekt v skladu s programom izvajanja projekta iz Priloge 5 k temu sporazumu.

Odstavek 3.02. Razen če bi se banka strinjala s čim drugim, se nabava blaga in zagotavljanje svetovalnih storitev, ki sta potrebna za projekt in naj bi se financirala iz sredstev posojila, urejata po določbah iz Priloge 4 k temu sporazumu.

Odstavek 3.03. Za namene odstavka 9.08 Splošnih pogojev, vendar ne omejeno le na to, posojiljemalka:

a) na podlagi navodil, sprejemljivih za banko, pripravi in banki dostavi načrt za zagotovitev tekočega izvajanja projekta najkasneje (6) mesecev pred zaključnim datumom ali na kasnejši datum, o katerem se banka in posojiljemalka v ta namen dogovorita, in

b) zagotovi banki primerno možnost za izmenjavo stališč do tega načrta s posojiljemalko.

ARTICLE IV

Financial Covenants

Section 4.01. (a) The Borrower shall maintain a financial management system, including records and accounts, and prepare financial statements in a format acceptable to the Bank, adequate to reflect the operations, resources and expenditures related to the Project.

(b) The Borrower shall:

(i) have the records, accounts and financial statements referred to in paragraph (a) of this Section and the records and accounts for the Special Account for each fiscal year audited, in accordance with auditing standards acceptable to the Bank, consistently applied, by independent auditors acceptable to the Bank;

(ii) furnish to the Bank as soon as available, but in any case not later than six (6) months after the end of each such year, (A) certified copies of the financial statements referred to in paragraph (a) of this Section for such year as so audited, and (B) an opinion on such statements, records and accounts and report of such audit, by said auditors, of such scope and in such detail as the Bank shall have reasonably requested; and

(iii) furnish to the Bank such other information concerning such records and accounts, and the audit thereof, and concerning said auditors, as the Bank may from time to time reasonably request.

(c) For all expenditures with respect to which withdrawals from the Loan Account were made on the basis of Project Management Reports or statements of expenditure, the Borrower shall:

(i) maintain or cause to be maintained, in accordance with paragraph (a) of this Section, records and separate accounts reflecting such expenditures;

(ii) retain, until at least one (1) year after the Bank has received the audit report for the fiscal year in which the last withdrawal from the Loan Account was made, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;

(iii) enable the Bank's representatives to examine such records; and

(iv) ensure that such records and accounts are included in the annual audit referred to in paragraph (b) of this Section and that the report of such audit contains a separate opinion by said auditors as to whether the Project Management Reports or statements of expenditure submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related withdrawals.

Section 4.02. (a) Without limitation upon the provisions of Section 4.01 of this Agreement, the Borrower shall carry out a time-bound action plan acceptable to the Bank for the strengthening of the financial management system referred to in paragraph (a) of said Section 4.01 in order to enable the Borrower, not later than December 31, 2000, or such later date as the Bank shall agree, to prepare quarterly Project management reports, acceptable to the Bank, each of which:

(i) (A) sets forth actual sources and applications of funds for the Project, both cumulatively and for the period covered by said report, and projected sources and applications of funds for the Project for the six-month period following the period covered by said report, and (B) shows separately expenditures financed out of the proceeds of the Loan during the period covered by said report and expenditures proposed to be financed out of the proceeds of the Loan during the six-month period following the period covered by said report;

IV. ČLEN

Finančni dogovori

Odstavek 4.01. (a) Posojiljemalka bo vodila ustrezen sistem finančnega poslovanja z evidencami in računi ter pripravljala finančna poročila v obliki, sprejemljivi za banko, iz katerih bodo razvidni poslovanje, viri in izdatki za projekt.

(b) Posojiljemalka zagotavlja, da bo:

(i) dala evidence, račune in finančna poročila iz točke (a) tega odstavka in evidence in račune za posebni račun za vsako fiskalno leto pregledati neodvisnim in za banko sprejemljivim revizorjem v skladu z dosledno uporabljenimi revizijskimi načeli, sprejemljivimi za banko;

(ii) predložila banki (A) potrjena revidirana finančna poročila iz točke (a) tega odstavka in (B) revizorsko mnenje o poročilih, evidenci in računih ter poročilo omenjenih revizorjev o opravljeni reviziji, kakor hitro ji bodo na voljo, vendar ne kasneje kot šest mesecev po koncu vsakega fiskalnega leta, in sicer v takem obsegu in tako podrobno, kot banka upravičeno zahteva, in

(iii) predložila banki take druge informacije v zvezi s temi evidencami in računi ter njihovo revizijo in v zvezi z omenjenimi revizorji, kot jih sme banka občasno upravičeno zahtevati.

(c) Za vse izdatke v zvezi s črpanji z računa posojila, ki so bila opravljena na podlagi poročil o izvajanju projekta ali poročil o izdatkih, posojiljemalka:

(i) v skladu s točko (a) tega odstavka vodi ali zagotovi vodenje evidenc in ločenih računov, iz katerih so taki izdatki razvidni;

(ii) hrani vso dokumentacijo (pogodbe, naročila, fakture, račune, potrdila in druge dokumente), ki dokazujejo te izdatke, najmanj še eno leto po tem, ko je banka prejela revizijsko poročilo za fiskalno leto, v katerem je bilo opravljeno zadnje črpanje z računa posojila;

(iii) omogoči predstavnikom banke pregled dokumentacije in

(iv) zagotovi, da so take evidence in računi vključeni v letno revizijo, omenjeno v točki (b) tega odstavka, in da revizijsko poročilo vsebuje ločeno mnenje omenjenih revizorjev o tem, ali so med fiskalnim letom predložena poročila o izvajanju projekta ali poročila o izdatkih skupaj s postopki in notranjo kontrolo za pripravo teh poročil lahko zanesljiv dokaz za črpanja, ki se nanje nanašajo.

Odstavek 4.02. (a) Ne glede na določbe odstavka 4.01 tega sporazuma posojiljemalka izvede za banko sprejemljiv terminski akcijski načrt za izboljšanje sistema finančnega poslovanja iz točke (a) omenjenega odstavka 4.01, da bi lahko posojiljemalka najkasneje do 31. decembra 2000 ali do kasnejšega datuma, s katerim se banka strinja, pripravila četrletna poročila o izvajanju projekta, od katerih vsako:

(i) (A) zbirno in za obdobje poročila navaja dejanske vire in uporabo sredstev za projekt ter načrtovane vire in uporabo sredstev za projekt za šestmesečno obdobje, ki sledi obdobju poročila, in (B) ločeno prikazuje stroške, ki so se financirali iz sredstev posojila v obdobju poročila, in stroške, ki naj bi se financirali iz sredstev posojila v šestmesečnem obdobju, ki sledi obdobju poročila;

(ii) (A) describes physical progress in Project implementation, both cumulatively and for the period covered by said report, and (B) explains variances between the actual and previously forecast implementation targets; and

(iii) sets forth the status of procurement under the Project and expenditures under contracts financed out of the proceeds of the Loan, as at the end of the period covered by said report.

(b) Upon the completion of the action plan referred to in paragraph (a) of this Section, the Borrower shall prepare, in accordance with guidelines acceptable to the Bank, and furnish to the Bank not later than 45 days after the end of each calendar quarter a Project Management Report for such period.

ARTICLE V

Remedies of the Bank

Section 5.01. Pursuant to Section 6.02 (p) of the General Conditions the following additional events are specified:

(a) a situation shall have arisen which shall make it improbable that the Program, or a significant part thereof, will be carried out; and

(b) the PIP shall have been amended, suspended, abrogated or waived without the prior consent of the Bank.

Section 5.02. Pursuant to Section 7.01(k) of the General Conditions, the following additional event is specified, namely, that the event specified in paragraph (b) of Section 5.01 of this Agreement shall occur.

ARTICLE VI

Effective Date; Termination

Section 6.01. The following events are specified as additional conditions to the effectiveness of the Loan Agreement within the meaning of Section 12.01(c) of the General Conditions:

(a) the Borrower has employed, under terms of reference satisfactory to the Bank, consultants to staff and manage the PMPSU;

(b) the PMPSU has been established and is operating in a manner satisfactory to the Bank;

(c) a financial management system, satisfactory to the Bank, has been established; and

(d) the Borrower has appointed the auditors, satisfactory to the Bank, referred to in Section 4.01 (b) of this Agreement.

Section 6.02. The date ninety (90) days after the date of this Agreement is hereby specified for the purposes of Section 12.04 of the General Conditions.

ARTICLE VII

Representative of the Borrower; Addresses

Section 7.01. The Minister of Finance of the Borrower, is designated as representative of the Borrower for the purposes of Section 11.03 of the General Conditions.

(ii) (A) zbirno in za obdobje poročila opisuje fizični napredek pri izvajanju projekta in (B) utemelji odstopanja med dejansko izvedbo in načrtovanimi cilji in

(iii) ob koncu obdobja poročila navaja stanje nabav po projektu in stroškov po pogodbah, ki se financirajo iz sredstev posojila.

(b) Po izvedbi akcijskega načrta iz točke (a) tega odstavka posojiljemalka v skladu z navodili, sprejemljivimi za banko, najkasneje v 45 dneh po koncu vsakega koledarskega četrletja pripravi in predloži banki poročilo o izvajanju projekta za takšno obdobje.

V. ČLEN

Pravna sredstva banke

Odstavek 5.01. V skladu s točko (p) odstavka 6.02 Splošnih pogojev se določijo naslednji dodatni dogodki:

(a) položaj, ki onemogoči izvajanje programa ali pomembnega dela tega programa, in

(b) sprememba, začasna razveljavitev, razveljavitev ali preklic PIP brez predhodnega soglasja banke.

Odstavek 5.02. V skladu s točko (k) odstavka 7.01 Splošnih pogojev se določijo naslednji dodatni dogodek, in sicer nastop dogodka iz točke (b) odstavka 5.01 te pogodbe.

VI. ČLEN

Začetek veljavnosti, prenehanje

Odstavek 6.01. V skladu s točko (c) odstavka 12.01 Splošnih pogojev se kot dodatni pogoji za veljavnost sporazuma določijo naslednji dogodki:

(a) da je posojiljemalka pod formalnimi pogoji, sprejemljivimi za banko, zaposlila svetovalce, ki vodijo EVSPP in kadrujejo osebe zanjo;

(b) da je bila ustanovljena EVSPP in deluje na način, sprejemljiv za banko;

(c) da je bil za projekt vzpostavljen sistem finančnega poslovanja, sprejemljiv za banko, in

(d) da je posojiljemalka imenovala revizorja, sprejemljivega za banko, omenjenega v odstavku 4.01 (b) tega sporazuma.

Odstavek 6.02. Za namene odstavka 12.04 Splošnih pogojev se določi datum devetdeset (90) dni po datumu tega sporazuma.

VII. ČLEN

Predstavniki posojiljemalke, naslovi

Odstavek 7.01. Minister za finance posojiljemalke je imenovan za predstavnika posojiljemalke za namene odstavka 11.03 Splošnih pogojev.

Section 7.02. The following addresses are specified for the purposes of Section 11.01 of the General Conditions:

For the Borrower:

Ministry of Finance
Ministrstvo za finance
Zupanciceva Ulica 3
SI-1000 Ljubljana
Slovenia
Telex:

86231284

For the Bank:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable address:

INTBAFRAD
Washington, D.C.

Telex:

248423 (MCI) or
64145 (MCI)

Odstavek 7.02. Za namene odstavka 11.01 Splošnih pogojev so določeni naslednji naslovi:

Za posojilojemalko:

Ministrstvo za finance

Župančičeva ulica 3
Ljubljana
Republika Slovenija
Teleks:

86231284

Za banko:

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington D.C. 20433
United States of America

Brzozjavni naslov:

INTBAFRAD
Washington D.C.

Teleks:

248423 (MCI) ali
64145 (MCI)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have caused this Agreement to be signed in their respective names in the City of Ljubljana, Republic of Slovenia, as of the day and year first above written.

REPUBLIC OF SLOVENIA

By

Mitja Gaspari, (s)

Authorized Representative

V POTRDITEV TEGA sta pogodbenici po svojih pravilno pooblaščenih predstavnikih podpisali ta sporazum v svojem imenu v Ljubljani, Republika Slovenija, na dan in leto, ki sta navedena na začetku.

REPUBLIKA SLOVENIJA

Podpis:

Mitja Gaspari l.r.

Pooblaščen predstavnik

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By

Roger Grawe, (s)

Acting Regional Vice President
Europe and Central Asia

MEDNARODNA BANKA ZA
OBNOVO IN RAZVOJ

Podpis:

Roger Grawe l.r.

Območni podpredsednik za
Evropo in Srednjo Azijo

SCHEDULE 1**Withdrawal of the Proceeds of the Loan****A. General**

1. The table below sets forth the Categories of items to be financed out of the proceeds of the Loan, the allocation of the amounts of the Loan to each Category and the percentage of expenditures for items so to be financed in each Category:

Category	Amount of the Loan Allocated (Expressed in Euro)	% of Expenditures to be Financed
(1) Goods	2,800,000	75%
(2) Consultants' services	5,000,000	100%
(3) Fee	90,000	Amount due under Section 2.04 of this Agreement
(4) Unallocated	1,110,000	
TOTAL	9,000,000	

2. For the purposes of this Schedule:

(a) the term "foreign expenditures" means expenditures in the currency of any country other than that of the Borrower for goods or services supplied from the territory of any country other than that of the Borrower; and

(b) the term "local expenditures" means expenditures in the currency of the Borrower or for goods or services supplied from the territory of the Borrower.

3. Notwithstanding the provisions of paragraph 1 above, no withdrawals shall be made in respect of payments made for expenditures prior to the date of this Agreement.

4. The Bank may require withdrawals from the Loan Account to be made on the basis of statements of expenditure for expenditures for: (a) contracts for goods costing less than \$200,000 equivalent each; and (b) services under contracts costing less than \$100,000 equivalent each for consulting firms and \$25,000 equivalent each for individual consultants, all under such terms and conditions as the Bank shall specify by notice to the Borrower.

B. Special Account

1. The Borrower shall open and maintain in Euro a special deposit account, in its Central Bank, on terms and conditions satisfactory to the Bank.

2. After the Bank has received evidence satisfactory to it that the Special Account has been opened, withdrawals from the Loan Account of amounts to be deposited into the Special Account shall be made as follows:

(a) until the Bank shall have received: (i) the first Project Management Report referred to in Section 4.02(b) of this Agreement; and (ii) a request from the Borrower for withdrawal on the basis of Project Management Reports, withdrawals shall be made in accordance with the provisions of Annex A to this Schedule 1; and

(b) upon receipt by the Bank of a Project Management Report pursuant to Section 4.02(b) of this Agreement, accompanied by a request from the Borrower for withdrawal on the basis of Project Management Reports, all further withdrawals shall be made in accordance with the provisions of Annex B to this Schedule 1.

PRILOGA 1**Črpanje sredstev posojila****A. Splošno**

1. Spodnja preglednica prikazuje kategorije postavk, ki se financirajo iz sredstev posojila, razporeditev zneskov posojila za vsako kategorijo in odstotek izdatkov za postavke, ki se financirajo v vsaki kategoriji:

Kategorija	Razporejeni znesek posojila (izražen v evrih)	% financiranja izdatkov
(1) Blago	2,800.000	75%
(2) Svetovalne storitve	5,000.000	100%
(3) Stroški za najem posojila	90.000	dogovorjeni znesek iz odstavka 2.04 tega sporazuma
(4) Nerazporejena sredstva	1,110.000	
SKUPAJ	9,000.000	

2. Za namene te priloge:

(a) izraz "tuji stroški" pomeni stroške v valuti katere koli države razen države posojilojemalke za blago ali storitve, ki se zagotovijo z ozemlja katere koli države razen države posojilojemalke, in

(b) izraz "lokalni stroški" pomeni stroške v valuti posojilojemalke za blago ali storitve, ki se zagotovijo z ozemlja posojilojemalke.

3. Ne glede na določbe prvega odstavka pa ne sme biti nobenih črpanj v zvezi s plačili za izdatke, nastale pred datumom tega sporazuma.

4. Banka lahko zahteva, da se črpanja z računa posojila opravijo na podlagi poročil o izdatkih za izdatke za (a) blago, ki po vsaki pogodbi stane manj kot 200.000 USD v protivrednosti, in (b) storitve, ki po vsaki pogodbi stanejo manj kot 100.000 USD v protivrednosti za svetovalna podjetja in 25.000 USD v protivrednosti za posamezne svetovalce, in to po določilih in pogojih, ki jih banka navede v obvestilu posojilojemalki.

B. Posebni račun

1. Posojilojemalka pri svoji centralni banki odpre in vodi poseben depozitni račun v evrih po določilih in pogojih, ki so sprejemljivi za banko.

2. Ko banka prejme zadovoljiv dokaz o odprtju posebnega računa, potekajo črpanja odobrenih sredstev, s katerimi se polni posebni račun, na naslednji način:

(a) dokler banka ne prejme (i) prvega poročila o izvajanju projekta iz točke (b) odstavka 4.02 tega sporazuma in (ii) zahtevka posojilojemalke za črpanje na podlagi poročil o izvajanju projekta, potekajo črpanja v skladu z določbami Aneksa A k Prilogi 1 in

(b) ko banka prejme poročilo o izvajanju projekta v skladu s točko (b) odstavka 4.02 tega sporazuma skupaj z zahtevkom posojilojemalke za črpanje na podlagi poročil o izvajanju projekta, vsa nadaljnja črpanja potekajo v skladu z določbami Aneksa B k Prilogi 1.

3. Payments out of the Special Account shall be made exclusively for Eligible Expenditures. For each payment made by the Borrower out of the Special Account, the Borrower shall, at such time as the Bank shall reasonably request, furnish to the Bank such documents and other evidence showing that such payment was made exclusively for Eligible Expenditures.

4. Notwithstanding the provisions of Part B.2 of this Schedule, the Bank shall not be required to make further deposits into the Special Account:

(a) if the Bank determines at any time that any Project Management Report does not adequately provide the information required pursuant to Section 4.02 of this Agreement;

(b) if the Bank determines at any time that all further withdrawals should be made by the Borrower directly from the Loan Account; or

(c) if the Borrower shall have failed to furnish to the Bank within the period of time specified in Section 4.01(b)(ii) of this Agreement, any of the audit reports required to be furnished to the Bank pursuant to said Section in respect of the audit of (A) the records and accounts for the Special Account or (B) the records and accounts reflecting expenditures with respect to which withdrawals were made on the basis of Project Management Reports.

5. The Bank shall not be required to make further deposits into the Special Account in accordance with the provisions of Part B.2 of this Schedule if, at any time, the Bank shall have notified the Borrower of its intention to suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account pursuant to Section 6.02 of the General Conditions. Upon such notification, the Bank shall determine, in its sole discretion, whether further deposits into the Special Account may be made and what procedures should be followed for making such deposits, and shall notify the Borrower of its determination.

6. (a) If the Bank determines at any time that any payment out of the Special Account was made for an expenditure which is not an Eligible Expenditure, or was not justified by the evidence furnished to the Bank, the Borrower shall, promptly upon notice from the Bank, provide such additional evidence as the Bank may request, or deposit into the Special Account (or, if the Bank shall so request, refund to the Bank) an amount equal to the amount of such payment. Unless the Bank shall otherwise agree, no further deposit by the Bank into the Special Account shall be made until the Borrower has provided such evidence or made such deposit or refund, as the case may be.

(b) If the Bank determines at any time that any amount outstanding in the Special Account will not be required to cover payments for Eligible Expenditures during the six-month period following such determination, the Borrower shall, promptly upon notice from the Bank, refund to the Bank such outstanding amount.

(c) The Borrower may, upon notice to the Bank, refund to the Bank all or any portion of the funds on deposit in the Special Account.

(d) Refunds to the Bank made pursuant to sub-paragraph (a), (b) or (c) of this paragraph 6 shall be credited to the Loan Account for subsequent withdrawal or for cancellation in accordance with the provisions of the Loan Agreement.

3. S posebnega računa se lahko poravnava izključno upravičeni stroški. Za vsako plačilo, ki ga posojilojemalka izvede s posebnega računa, mora posojilojemalka v roku, ki ga banka upravičeno zahteva, predložiti banki dokumente in druga dokazila, da je bilo plačilo izvršeno izključno za upravičene stroške.

4. Ne glede na določbe dela B.2 te priloge od banke ni mogoče zahtevati nadaljnjih pologov na posebni račun:

(a) če banka kadar koli ugotovi, da katero koli poročilo o izvajanju projekta ne daje informacij, ki se zahtevajo v skladu z odstavkom 4.02 tega sporazuma v zadostni meri;

(b) če se banka kadar koli odloči, da mora vsa nadaljnja črpanja opraviti posojilojemalka neposredno z računa posojila, ali

(c) če posojilojemalka v roku, določenem v odstavku 4.01 (b) (ii) tega sporazuma, banki ne predloži zahtevanih revizijskih poročil na podlagi omenjenega odstavka v zvezi z revizijo (A) evidenc in računov za posebni račun ali (B) evidenc in računov, iz katerih so razvidni stroški, za katere so bila opravljena črpanja na podlagi poročil o izvajanju projekta.

5. Od banke ni mogoče zahtevati nadaljnjih pologov na posebni račun v skladu z določbami dela B.2 te priloge, če banka kadar koli obvesti posojilojemalko o svoji nameri, da začasno v celoti ali deloma ukine pravico posojilojemalke do črpanja z računa posojila v skladu z odstavkom 6.02 Splošnih pogojev. Po takem obvestilu banka po svoji lastni presoji določi, ali bo opravljala nadaljnje pologe na posebni račun in kakšni postopki so potrebni za takšne pologe, in o svoji odločitvi obvesti posojilojemalko.

6. (a) Če banka kadar koli ugotovi, da je bilo katero od plačil s posebnega računa bodisi izvedeno za kritje stroška, ki ne spada med upravičene stroške, ali da zanj banki niso bila predložena dokazila, mora posojilojemalka takoj po prejemu obvestila banke nemudoma predložiti vsa dodatna dokazila, ki jih zahteva banka, ali položiti na posebni račun (ali če banka to zahteva, banki povrniti) znesek v višini tega plačila. Razen če banka ne pristane na drugačen dogovor, banka ne izvrši nobenih nadaljnjih pologov na posebni račun, dokler posojilojemalka ne predloži potrebnih dokazil ali ne opravi takega pologa oziroma povračila.

(b) Če banka kadar koli ugotovi, da določen neizkoriščen znesek na posebnem računu ni potreben za kritje plačil za upravičene stroške v obdobju šestih mesecev po takšni ugotovitvi, mora posojilojemalka ta znesek povrniti po prejetju obvestila banke.

(c) Posojilojemalka lahko po obvestilu banki vrne ves denar ali del denarja, ki je deponiran na posebnem računu.

(d) Sredstva, vrnjena banki na podlagi točke (a), (b) ali (c) tega šestega odstavka, se knjižijo v dobro računa posojila za kasnejša črpanja ali pa se ukinejo v skladu z ustreznimi določbami tega sporazuma in Splošnih pogojev.

**Annex A
to
SCHEDULE 1**

**Aneks A
k Prilogi 1**

**Operation of Special Account
When Withdrawals Are Not Made
On the Basis of Project Management Reports**

1. For the purposes of this Annex:

The term "Authorized Allocation" means the amount of EUR 500,000 to be withdrawn from the Loan Account and deposited into the Special Account pursuant to paragraph 2 of this Annex; provided, however, that unless the Bank shall otherwise agree, the Authorized Allocation shall be limited to the amount of EUR 250,000 until the aggregate amount of withdrawals from the Loan Account, plus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall equal or exceed the equivalent of EUR 1,000,000.

2. Withdrawals of the Authorized Allocation and subsequent withdrawals to replenish the Special Account shall be made as follows:

(a) For withdrawals of the Authorized Allocation, the Borrower shall furnish to the Bank a request or requests for deposit into the Special Account of an amount or amounts which in the aggregate do not exceed the Authorized Allocation. On the basis of each such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount as the Borrower shall have requested.

(b) For replenishment of the Special Account, the Borrower shall furnish to the Bank requests for deposit into the Special Account at such intervals as the Bank shall specify. Prior to or at the time of each such request, the Borrower shall furnish to the Bank the documents and other evidence required pursuant to Part B.3 of Schedule 1 to this Agreement for the payment or payments in respect of which replenishment is requested. On the basis of each such request, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account such amount as the Borrower shall have requested and as shall have been shown by said documents and other evidence to have been paid out of the Special Account for Eligible Expenditures. Each such deposit into the Special Account shall be withdrawn by the Bank from the Loan Account under one or more of the Eligible Categories.

3. The Bank shall not be required to make further deposits into the Special Account, once the total unwithdrawn amount of the Loan minus the total amount of all outstanding special commitments entered into by the Bank pursuant to Section 5.02 of the General Conditions shall equal the equivalent of twice the amount of the Authorized Allocation. Thereafter, withdrawal from the Loan Account of the remaining unwithdrawn amount of the Loan shall follow such procedures as the Bank shall specify by notice to the Borrower. Such further withdrawals shall be made only after and to the extent that the Bank shall have been satisfied that all such amounts remaining on deposit in the Special Account as of the date of such notice will be utilized in making payments for Eligible Expenditures.

**Vodenje posebnega računa,
kadar črpanja niso opravljena
na podlagi poročil o izvajanju projekta**

1. Za namene tega aneksa:

a) izraz "odobrena sredstva" pomeni znesek v višini 500.000 EUR, ki se črpa z računa posojila in položi na posebni račun v skladu z drugim odstavkom tega aneksa, vendar pod pogojem, da so odobrena sredstva, razen če ni z banko dogovorjeno drugače, omejena na znesek v višini 250.000 EUR, dokler je vsota skupnega zneska črpanj z računa posojila in zneska vseh neporavnanih posebnih obveznosti, ki jih je banka prevzela po odstavku 5.02 Splošnih pogojev, enaka ali višja od 1,000.000 EUR.

2. Črpanja odobrenih sredstev na posebnem računu in nadaljnja črpanja sredstev, s katerimi se polni račun, se opravljajo na naslednji način:

(a) za črpanja odobrenih sredstev predloži posojilojemalka banki zahtevek ali zahteveke, da se na posebni račun položijo znesek ali zneski, ki ne presegajo skupnega zneska odobrenih sredstev. Na podlagi vsakega takega zahtevka banka v imenu posojilojemalke črpa z računa posojila tak znesek, kot ga je posojilojemalka zahtevala in ga položi na posebni račun;

(b) za ponovno napolnitev posebnega računa posojilojemalka predloži banki zahtevke za polog na posebni račun v takih časovnih presledkih, kot jih določi banka. Posojilojemalka pred takim zahtevkom ali ob njem predloži banki dokumente in druga dokazila v skladu z delom B.3 Priloge 1 tega sporazuma za plačilo ali plačila, zaradi katerih je zahtevano ponovno polnjenje posebnega računa. Na podlagi vsakega takega zahtevka banka v imenu posojilojemalke črpa z računa posojila in položi na posebni račun tak znesek, kot ga je zahtevala posojilojemalka, in je bilo zanj iz navedenih dokumentov ali drugih dokazil razvidno, da je bil izplačan s posebnega računa za upravičene izdatke. Banka vse take pologe črpa z računa posojila za eno ali več upravičenih kategorij posebnega računa.

3. Od banke ni mogoče zahtevati nadaljnjih pologov na posebni račun, ko je celotni nečrpani znesek posojila, zmanjšan za skupni znesek vseh neporavnanih posebnih obveznosti, ki jih je banka prevzela na podlagi odstavka 5.02 Splošnih pogojev, enak vrednosti dvakratnega zneska odobrenih sredstev s posebnega računa. Nato se preostali nečrpani znesek posojila črpa z računa posojila po postopku, kot ga določi banka v svojem obvestilu posojilojemalki. Taka nadaljnja črpanja so možna samo po tem in v obsegu, v katerem je banka prejela ustrezna dokazila, da bodo vsi ti zneski, ki ostanejo deponirani na posebnem računu od dneva omenjenega obvestila dalje, uporabljeni le za plačila upravičenih stroškov.

**Annex B
to
SCHEDULE 1****Aneks B
k Prilogi 1****Operation of Special Account
When Withdrawals Are Made
On the Basis of Project Management Reports**

1. Except as the Bank may otherwise specify by notice to the Borrower, all withdrawals from the Loan Account shall be deposited by the Bank into the Special Account in accordance with the provisions of Schedule 1 to this Agreement. Each such deposit into the Special Account shall be withdrawn by the Bank from the Loan Account under one or more of the Special Account's Eligible Categories.

2. Each application for withdrawal from the Loan Account for deposit into the Special Account shall be supported by a Project Management Report.

3. Upon receipt of each application for withdrawal of an amount of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and deposit into the Special Account an amount equal to the lesser of: (a) the amount so requested; and (b) the amount which the Bank has determined, based on the Project Management Report accompanying said application, is required to be deposited in order to finance Eligible Expenditures during the six-month period following the date of such report; provided, however, that the amount so deposited, when added to the amount indicated by said Project Management Report to be remaining in the Special Account, shall not exceed the equivalent of EUR 1,000,000.

SCHEDULE 2**Description of the Project**

The Project constitutes the first phase of the Program which has the objective of improving performance in the health sector through development of appropriate policies and standards for the sector and a unified national health information management system.

The Project consists of the following parts, subject to such modifications thereof as the Borrower and the Bank may agree upon from time to time to achieve such objectives:

Part A: Health Policy Support

Development and initiation of implementation by the Technical Working Groups of action plans for addressing aspects of health sector policy (including, but not limited to, health care financing, health sector capacity planning, institutional management, public health care network modernization, and diagnostic and therapeutic standards development); all based on an analysis of present regulatory, technical and institutional aspects, reform options, and international experience and best practice and with a view to devising, launching and implementing said action plans.

Part B: Health Information Standards Formulation

Development by the Technical Working Groups of a set of common information standards for the health sector covering among others: (a) subject of care; (b) health characteristics; (c) health care activities; (d) health care resources; and (e) health information systems authorization.

**Vodenje posebnega računa,
kadar so črpanja opravljena
na podlagi poročil o izvajanju projekta**

1. Razen če ni banka drugače določila z obvestilom posojilojemalki, banka vsa črpana sredstva z računa posojila položi na posebni račun v skladu z določbami Priloge 1 tega sporazuma. Vsak tak plog na posebni račun banka črpa z računa posojila za eno ali več upravičenih kategorij posebnega računa.

2. Vsakemu zahtevku za črpanje z računa posojila za plog na posebni račun mora biti priloženo poročilo o izvajanju projekta.

3. Po prejemu posameznega zahtevka za črpanje zneska posojila banka v imenu posojilojemalke črpa z računa posojila in položi na posebni račun znesek, ki je enak manjšemu od: (a) tako zaprosenega zneska ali (b) zneska, za katerega je banka na podlagi poročila o izvajanju projekta, priloženega zahtevku, določila, da ga je treba položiti za financiranje upravičenih stroškov v šestih mesecih po datumu tega poročila, pod pogojem, da ta položeni znesek, ko se prišteje k znesku, ki je naveden v omenjenem poročilu o izvajanju projekta kot preostali znesek posebnega računa, ne presega protivrednosti 1,000.000 EUR.

**PRILOGA 2
Opis projekta**

Projekt je prva faza programa, katerega cilj je izboljšanje učinkovitosti sistema zdravstvenega varstva s pomočjo razvoja ustreznih politik in standardov za ta sistem in s pomočjo enotnega sistema upravljanja zdravstvenih informacij.

Projekt je sestavljen iz spodaj navedenih delov, ki se lahko zaradi doseganja teh ciljev po dogovoru med posojilojemalko in banko občasno tudi spremenijo:

Del A: Podpora zdravstveni politiki

Strokovne delovne skupine zagotovijo razvoj in začetek izvajanja akcijskih načrtov, ki se ukvarjajo z raznimi vidiki politike sistema zdravstvenega varstva (vključno, vendar ne samo s financiranjem zdravstvenega varstva, načrtovanjem financiranja sistema zdravstvenega varstva, institucionalnim vodenjem, modernizacijo omrežja javnega zdravstvenega varstva in razvojem diagnostičnih in terapevtskih standardov), vse na podlagi analize sedanjih regulativnih, strokovnih in institucionalnih vidikov, reformnih možnosti in mednarodnih izkušenj ter najboljše prakse ter s ciljem začrtanja, uvedbe in izvajanja omenjenih akcijskih načrtov.

Del B: Oblikovanje zdravstvenih informacijskih standardov

Strokovne delovne skupine razvijejo skupek enotnih informacijskih standardov za sistem zdravstvenega varstva, ki med drugim zajema: (a) predmet varstva; (b) značilnosti zdravstva; (c) dejavnosti zdravstvenega varstva; (d) sredstva zdravstvenega varstva in (e) odobritev zdravstvenih informacijskih sistemov.

Part C: Health Information Systems Implementation

Establishment of the NHIC as a manager and custodian of health information systems to be developed (based on the standards formulated under Parts A and B of the Project) for connecting health institutions into a nationally integrated health information system.

Part D: Project Management and Professional Support

Establishment, equipping and staffing of the PMPSU and provision to it of technical assistance, including audit services, for purposes of management of Project implementation.

The Project is expected to be completed by December 31, 2003.

SCHEDULE 3**Amortization Schedule**

1. The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (Installment Share). If the proceeds of the Loan shall have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) the total principal amount of the Loan withdrawn and outstanding as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayment amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 5 of this Schedule, to which a Currency Conversion applies.

Payment Date	Installment Share (Expressed as a %)
On each May 15 and November 15 Beginning May 15, 2005 through November 15, 2014	5%

2. If the proceeds of the Loan shall not have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:

(a) To the extent that any proceeds of the Loan shall have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the amount withdrawn and outstanding as of such date in accordance with paragraph 1 of this Schedule.

(b) Any withdrawal made after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which shall be the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date (the Original Installment Share) and the denominator of which shall be the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such repayment amounts to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

3. (a) Withdrawals made within two (2) months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal

Del C: Uvajanje zdravstvenih informacijskih sistemov

Vzpostavitev CIP kot upravljavca in varuha zdravstvenih informacijskih sistemov, ki naj bi jih razvili (na podlagi standardov, oblikovanih v okviru delov A in B projekta) za povežovanje zdravstvenih institucij v zdravstveni informacijski sistem, združen na državni ravni.

Del D: Vodenje projekta in strokovna podpora

Ustanovitev, opremljanje in kadrovanje osebja EVSPP in zagotavljanje strokovne pomoči, vključno z opravljanjem revizij, za namene vodenja izvajanja projekta.

Projekt naj bi bil končan do 31. decembra 2003.

PRILOGA 3**Amortizacijski načrt**

1. V naslednji preglednici so navedeni datumi odplačila glavnice posojila in odstotki celotnega zneska glavnice posojila, ki jih je treba plačati na vsak datum odplačila glavnice (obrok). Če bi bila sredstva posojila v celoti črpana prvega datuma odplačila glavnice, banka določi znesek glavnice posojila, ki ga mora posojilojemalka vrniti na vsak datum odplačila glavnice tako, da pomnoži: (a) skupni znesek glavnice posojila, črpan in neodplačan na prvi datum odplačila glavnice, z (b) obrokom za vsak datum odplačila glavnice, pri čemer se takšen znesek vračila po potrebi prilagodi tako, da se zmanjša za kakršne koli zneske, omenjene v petem odstavku te priloge, za katere velja zamenjava valute.

Datum odplačila	Obrok (izražen v %)
vsakega 15. maja in 15. novembra z začetkom 15. maja 2005 do 15. novembra 2014	5%

2. Če sredstva posojila ne bi bila črpana v celoti do prvega datuma odplačila glavnice, banka določi znesek glavnice posojila, ki ga mora posojilojemalka vrniti na vsak datum odplačila glavnice na naslednji način:

(a) Do takšne višine sredstev posojila, črpanih do prvega datuma odplačila glavnice, posojilojemalka na ta datum vrne črpani in neodplačani znesek v skladu s prvim odstavkom te priloge.

(b) Vsako črpanje, izvedeno po prvem datumu odplačila glavnice, se vrne na vsak datum odplačila glavnice, ki nastopi po datumu takšnega črpanja, v zneskih, ki jih določi banka tako, da pomnoži znesek vsakega takšnega črpanja z ulomkom, katerega števec je prvotni obrok, naveden v preglednici v prvem odstavku te priloge, za omenjeni datum odplačila glavnice (prvotni obrok), imenovalc pa vsota vseh preostalih prvotnih obrokov za datume odplačila glavnice, ki nastopijo na takšen datum ali po njem, pri čemer se takšen znesek vračila po potrebi prilagodi tako, da se zmanjša za kakršne koli zneske, omenjene v četrtem odstavku te priloge, za katere velja zamenjava valute.

3. (a) Črpanja, izvedena v dveh mesecih pred katerim koli datumom odplačila glavnice, se izključno za namene izračunavanja zneskov glavnice, ki jih je treba plačati na kateri koli datum odplačila glavnice, obravnavajo kot črpana in neodplačana na drugi datum odplačila glavnice, ki sledi

Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.

(b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph 3, if at any time the Bank shall adopt a due date billing system under which invoices are issued on or after the respective Principal Payment Date, the provisions of such sub-paragraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the withdrawn principal amount of the Loan to an Approved Currency, the amount so converted in said Approved Currency that shall be repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to said Conversion by either: (i) the exchange rate that reflects the amounts of principal in said Approved Currency payable by the Bank under the Currency Hedge Transaction relating to said Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.

5. If the principal amount of the Loan withdrawn and outstanding from time to time shall be denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

datumu črpanja, in se vrnejo na vsak datum odplačila glavnice z začetkom na drugi datum odplačila glavnice, ki sledi datumu črpanja.

(b) Ne glede na določbe točke (a) tega tretjega odstavka, če banka kadar koli sprejme sistem avtomatskega fakturiranja na dan zapadlosti, po katerem se fakture izdajo na ustrezni datum odplačila glavnice ali po njem, se določbe te točke ne uporabljajo več za nobena črpanja, izvedena po sprejetju takšnega sistema fakturiranja.

4. Ne glede na določbe prvega in drugega odstavka te priloge po zamenjavi valute celotnega črpanega zneska glavnice posojila ali katerega koli njegovega dela v odobreno valuto banka določi znesek, tako zamenjan v omenjeno odobreno valuto, ki ga je treba vrniti na kateri koli datum odplačila glavnice, ki nastopi med obdobjem zamenjave, tako da tik pred takšno zamenjavo pomnoži takšen znesek v njegovi izraženi valuti z: (i) menjalnim tečajem, ki odraža zneske glavnice v omenjeni odobreni valuti, ki jih mora plačati banka v skladu s transakcijo za pokritje valutnega tveganja v zvezi s takšno spremembo, ali (ii) če banka tako določi v skladu z navodili za zamenjavo, menjalnim tečajem, ki je sestavni del stopnje, objavljene na zaslonu, če banka tako določi v skladu z navodili za zamenjavo.

5. Če se vsakokrat črpani in neodplačani znesek glavnice posojila izrazi v več kot eni valuti posojila, se določbe te priloge ločeno uporabljajo za znesek, izražen v vsaki valuti posojila, tako da se za vsak takšen znesek izdelata ločen amortizacijski načrt.

SCHEDULE 4

Procurement

Section I. Procurement of Goods

Part A: General

Goods shall be procured in accordance with the provisions of Section I of the "Guidelines for Procurement under IBRD Loans and IDA Credits" published by the Bank in January 1995 and revised in January and August 1996, September 1997 and January 1999 (the Guidelines) and the following provisions of Section I of this Schedule.

Part B: International Competitive Bidding

1. Except as otherwise provided in Part C of this Section, goods shall be procured under contracts awarded in accordance with the provisions of Section II of the Guidelines and paragraph 5 of Appendix 1 thereto.

2. The following provisions shall apply to goods to be procured under contracts awarded in accordance with the provisions of paragraph 1 of this Part B.

(a) Grouping of contracts

To the extent practicable, contracts for goods for information systems shall be grouped in bid packages estimated to cost \$1,000,000 equivalent or more each.

(b) Two-stage bidding procedure

The bidding procedure for contracts for the supply and installation of information technologies shall be carried out in two stages in accordance with the provisions of paragraph 2.6 of the Guidelines.

PRILOGA 4

Nabava

I. poglavje: Nabava blaga

Del A: Splošno

Blago mora biti nabavljeno v skladu z določbami I. poglavja "Navodil za nabave iz posojil MBOR in kreditov IDA", ki jih je banka objavila januarja 1995 in spremenila januarja in avgusta 1996, septembra 1997 in januarja 1999 (navodila), ter v skladu z določbami I. poglavja te priloge, navedenimi v nadaljevanju.

Del B: Mednarodni javni razpisi

1. Razen če ni drugače določeno v delu C tega poglavja, mora biti blago nabavljeno po pogodbah, sklenjenih v skladu z II. poglavjem navodil in petim odstavkom Dodatka 1 k tem navodilom.

2. Naslednje določbe veljajo za blago, ki se nabavi po pogodbah, sklenjenih v skladu z določbami 1. točke tega dela B.

(a) Razvrščanje pogodb v skupine

Do takšne mere, kolikor je praktično, se pogodbe za blago za informacijske sisteme razvrstijo v razpisne skupine, od katerih je vrednost vsake ocenjena na 1,000.000 USD ali več.

(b) Dvofazni razpisni postopek

Razpisni postopek za pogodbe za dobavo in montažo informacijskih tehnologij se izvede v dveh fazah v skladu z določbami odstavka 2.6 navodil.

(c) Preference for domestically manufactured goods

The provisions of paragraphs 2.54 and 2.55 of the Guidelines and Appendix 2 thereto shall apply to goods manufactured in the territory of the Borrower.

Part C: Other Procurement Procedures1. International Shopping

Goods estimated to cost less than \$200,000 equivalent per contract, up to an aggregate amount not to exceed \$400,000 equivalent, may be procured under contracts awarded on the basis of international shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

2. National Shopping

Goods estimated to cost less than \$50,000 equivalent per contract, up to an aggregate amount not to exceed \$150,000 equivalent, may be procured under shopping procedures in accordance with the provisions of paragraphs 3.5 and 3.6 of the Guidelines.

3. Direct Contracting

Goods which must be purchased from the original supplier to be compatible with existing equipment or are of a proprietary nature and costing \$250,000 equivalent or less in the aggregate, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraph 3.7 of the Guidelines.

Part D: Review by the Bank of Procurement Decisions1. Procurement Planning

Prior to the issuance of any invitations to bid for contracts, the proposed procurement plan for the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Guidelines. Procurement of all goods and works shall be undertaken in accordance with such procurement plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for goods to be procured in accordance with the procedures referred to in Part B above, the procedures set forth in paragraphs 2 and 3 of Appendix 1 to the Guidelines shall apply.

(b) With respect to each contract for goods to be procured in accordance with the procedures referred to in Part C.3 above the following procedures shall apply:

(i) prior to the execution of any contract procured under direct contracting procedures, the Borrower shall provide to the Bank a copy of the specifications and the draft contract; and

(ii) the procedures set forth in paragraphs 2(f), 2(g) and 3 of Appendix 1 to the Guidelines shall apply.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Guidelines shall apply.

Section II. Employment of ConsultantsPart A: General

Consultants' services shall be procured in accordance with the provisions of the Introduction and Section IV of the "Guidelines: Selection and Employment of Consultants by World Bank Borrowers" published by the Bank in January 1997 and revised in September 1997 and January 1999 (the Consultant Guidelines) and the following provisions of Section II of this Schedule.

(c) Prednost za doma proizvedeno blago

Določbe odstavkov 2.54 in 2.55 navodil in Dodatka 2 k navodilom se uporabljajo za blago, proizvedeno na ozemlju posojiljojemalke.

Del C: Drugi postopki nabave1. Nakupi na tujem trgu

Blago, ki po oceni stane manj kot protivrednost 200.000 USD po posamezni pogodbi do skupnega zneska, ki ne presega protivrednosti 400.000 USD, se lahko nabavi po pogodbah, sklenjenih na podlagi postopkov za nakupe na tujem trgu v skladu z določbami odstavkov 3.5 in 3.6 navodil.

2. Nakupi na domačem trgu

Blago, ki po oceni stane manj kot protivrednost 50.000 USD po posamezni pogodbi do skupnega zneska, ki ne presega protivrednosti 150.000 USD, se lahko nabavi po pogodbah, sklenjenih na podlagi postopkov za nakupe na domačem trgu v skladu z določbami odstavkov 3.5 in 3.6 navodil.

3. Neposredno sklepanje pogodb

Blago, ki ga je treba kupiti od prvotnega dobavitelja, da bi se dopolnjevalo z obstoječo opremo, ali blago, zaščiteno s patentom ali blagovno znamko, v skupni vrednosti 250.000 USD ali manj se sme s predhodnim soglasjem banke nabaviti v skladu z določbami odstavka 3.7 navodil.

Del D: Bančni pregled odločitev o nabavah1. Načrtovanje nabav

Pred objavo vsakega razpisa za zbiranje ponudb je treba banki v skladu z določbami prvega odstavka Dodatka 1 k navodilom predložiti načrt nabav za projekt v pregled in potrditev. Nabava vsega blaga mora potekati v skladu s takim načrtom nabav, ki ga potrdi banka, in v skladu z določbami omenjenega prvega odstavka.

2. Predhodni pregled

(a) Za vsako pogodbo za nabavo blaga v skladu s postopki iz dela B zgoraj se uporabljajo postopki, določeni v drugem in tretjem odstavku Dodatka 1 k navodilom.

(b) Za vsako pogodbo za nabavo blaga v skladu s postopki iz dela C zgoraj se uporabljajo naslednji postopki:

(i) pred podpisom katere koli pogodbe, pridobljene po neposrednih postopkih podeljevanja pogodb, posojiljojemalka predloži banki kopijo specifikacij in kopijo osnutka pogodbe in

(ii) postopki, določeni v odstavkih 2 (f), 2 (g) in 3 Dodatka 1 k navodilom.

3. Naknadni pregled

Za vsako pogodbo, ki se ne ureja po drugem odstavku tega dela, se uporabljajo postopki, navedeni v četrtem odstavku Dodatka 1 k navodilom.

II. poglavje: Najemanje svetovalcevDel A: Splošno

Svetovalne storitve se zagotavljajo v skladu z določbami uvoda in IV. poglavja "Navodil za izbor in najemanje svetovalcev s strani posojiljojemalcev Svetovne banke", ki jih je banka objavila januarja 1997 in spremenila septembra 1997 ter januarja 1999 (navodila za svetovalce), in v skladu z določbami drugega poglavja te priloge.

Part B: Quality- and Cost-based Selection

Except as otherwise provided in Part C of this Section, consultants' services shall be procured under contracts awarded in accordance with the provisions of Section II of the Consultant Guidelines, paragraph 3 of Appendix 1 thereto, Appendix 2 thereto, and the provisions of paragraphs 3.13 through 3.18 thereof applicable to quality- and cost-based selection of consultants.

Part C: Other Procedures for the Selection of Consultants

1. Quality-based Selection

Services for: (a) the Project manager for the PMPSU under Part D of the Project; (b) the health specialist for the PMPSU under Part D of the Project; and (c) the health informatics specialist for the PMPSU under Part D of the Project, shall be procured under contracts awarded in accordance with the provisions of paragraphs 3.1 through 3.4 of the Consultant Guidelines.

2. Single Source Selection

Services under Parts A, B and D of the Project which are estimated to cost less than \$100,000 equivalent per contract, may, with the Bank's prior agreement, be procured in accordance with the provisions of paragraphs 3.8 through 3.11 of the Consultant Guidelines.

3. Individual Consultants

Services for technical assistance for tasks that meet the requirements set forth in paragraph 5.1 of the Consultant Guidelines shall be procured under contracts awarded to individual consultants in accordance with the provisions of paragraphs 5.1 through 5.3 of the Consultant Guidelines, and, irrespective of the value of the contract, in accordance with the provisions of paragraph 2.5 of Section II of the Consultant Guidelines.

4. Service Delivery Contractors

Services to be provided under Parts A, B and C of the Project may be procured in accordance with procedures acceptable to the Bank.

Part D: Review by the Bank of the Selection of Consultants

1. Selection Planning

Prior to the issuance to consultants of any requests for proposals, the proposed plan for the selection of consultants under the Project shall be furnished to the Bank for its review and approval, in accordance with the provisions of paragraph 1 of Appendix 1 to the Consultant Guidelines. Selection of all consultants' services shall be undertaken in accordance with such selection plan as shall have been approved by the Bank, and with the provisions of said paragraph 1.

2. Prior Review

(a) With respect to each contract for the employment of consulting firms estimated to cost the equivalent of \$100,000 or more, the procedures set forth in paragraphs 1, 2 (other than the third subparagraph of paragraph 2(a)) and 5 of Appendix 1 to the Consultant Guidelines shall apply.

(b) With respect to each contract for the employment of individual consultants estimated to cost the equivalent of \$25,000 or more, the qualifications, experience, terms of reference and terms of employment of the consultants shall be furnished to the Bank for its prior review and approval. The contract shall be awarded only after the said approval shall have been given.

3. Post Review

With respect to each contract not governed by paragraph 2 of this Part, the procedures set forth in paragraph 4 of Appendix 1 to the Consultant Guidelines shall apply.

Del B: Izbor na podlagi kakovosti in stroškov

Razen če ni drugače določeno v delu C tega poglavja, se svetovalne storitve zagotavljajo po pogodbah, sklenjenih v skladu z določbami II. poglavja navodil za svetovalce, tretjega odstavka Dodatka 1 k tem navodilom, Dodatka 2 k tem navodilom in določb odstavkov 3.13 do 3.18 teh navodil, ki se uporabljajo za izbor svetovalcev na podlagi kakovosti in stroškov.

Del C: Drugi postopki za izbor svetovalcev

1. Izbor na podlagi kakovosti

Storitve za (a) vodjo projekta za EVSPP iz dela D projekta; (b) strokovnjaka za področje zdravstva za EVSPP iz dela D projekta in (c) strokovnjaka za zdravstveno informatiko za EVSPP iz dela D projekta se zagotovijo po pogodbah, sklenjenih v skladu z določbami odstavkov 3.1 do 3.4 navodil za svetovalce.

2. Neposredni izbor z zbiranjem ponudb

Storitve iz delov A, B in D projekta, ki po oceni stanejo manj kot protivrednost 100.000 USD na pogodbo, se lahko s predhodnim soglasjem banke zagotavljajo v skladu z določbami odstavkov 3.8 do 3.11 navodil za svetovalce.

3. Posamezni svetovalci

Storitve tehnične pomoči za naloge, ki izpolnjujejo zahteve, določene v odstavku 5.1 navodil za svetovalce, se zagotavljajo po pogodbah, sklenjenih s posameznimi svetovalci v skladu z določbami odstavkov 5.1 do 5.3 navodil za svetovalce in ne glede na vrednost pogodbe v skladu z določbami odstavka 2.5 II. poglavja navodil za svetovalce.

4. Izvajalci storitev

Storitve, ki se izvajajo po delih A, B in C projekta, se lahko zagotavljajo v skladu s postopki, sprejemljivimi za banko.

Del D: Bančni pregled izbora svetovalcev

1. Načrtovanje izbora

Pred objavo vsakega razpisa za zbiranje ponudb svetovalcev je treba v skladu z določbami prvega odstavka Dodatka 1 k navodilom za svetovalce banki predložiti načrt za izbor svetovalcev po projektu v pregled in potrditev. Izbor svetovalnih storitev mora potekati v skladu s takim načrtom izbora, ki ga potrdi banka, in v skladu z določbami omenjenega prvega odstavka.

2. Predhodni pregled

(a) Za vsako pogodbo za najem svetovalnih podjetij v ocenjeni protivrednosti 100.000 USD ali več se uporabljajo postopki, določeni v prvem, drugem (razen drugega pododstavka odstavka 2(a)) in petem odstavku Dodatka 1 k navodilom za svetovalce.

(b) Za vsako pogodbo s posameznimi svetovalci v ocenjeni protivrednosti 25.000 USD ali več se banki v predhodni pregled in potrditev predložijo dokazila o strokovni usposobljenosti, izkušnjah, delovnih področjih in pogojih najemanja svetovalcev. Pogodbe se sklenejo šele po potrditvi banke.

3. Naknadni pregled

Za vsako pogodbo, ki se ne ureja po drugem odstavku tega dela, se uporabljajo postopki, navedeni v četrtem odstavku Dodatka 1 k navodilom za svetovalce.

SCHEDULE 5**Implementation Program**

1. The Borrower shall carry out the Project in accordance with the requirements set forth or referred to in the PIP.

2. The Borrower shall maintain, until completion of the Project, the Project Board with composition and terms of reference satisfactory to the Bank.

3. The Borrower shall maintain, until completion of the Project, the PMPUSU with resources, staff and terms of reference satisfactory to the Bank and shall assign to it responsibility for overall Project implementation and coordination, including:

(a) preparation of bidding documents and administration of bidding procedures and of contracts under the Project;

(b) preparation of disbursement applications under the Loan;

(c) management of the Special Account referred to in Schedule 1 to the Loan Agreement;

(d) maintenance of records and accounts related to the Project and arranging for the audit thereof; and

(e) preparation of quarterly progress reports and submission thereof, not later than 30 days after the end of each quarter, to the Borrower and the Bank.

4. The Borrower shall prepare and furnish to the Bank by September 30 in each year, for its review and concurrence, an annual work program for the Project for the following calendar year, including procurement and financing plans.

5. The Borrower shall maintain the Technical Working Groups until completion, satisfactory to the Bank, of each such Group's activities, with resources, composition and terms of reference satisfactory to the Bank.

6. For purposes of Part C of the Project, the Borrower shall:

(a) by December 1, 2000, complete, under terms of reference agreed upon with the Bank, and furnish to the Bank for its review and comments a study of the legal form, structure and functions of the NHIC; and

(b) based on the findings of such study and the Bank's comments thereon, commence by January 1, 2001, the process for the establishment of NHIC in accordance with a time schedule to be agreed upon with the Bank.

7. By December 1, 2000, the Borrower shall establish, and thereafter maintain until completion of the Project, the External Advisory Group, with resources, composition and terms of reference, satisfactory to the Bank.

8. The Borrower shall:

(a) maintain policies and procedures adequate to enable it to monitor and evaluate on an ongoing basis, in accordance with indicators acceptable to the Bank, the carrying out of the Project and of measures included in the Program and the achievement of the objectives thereof;

(b) prepare, under terms of reference satisfactory to the Bank, and furnish to the Bank, on or about June 30, 2002, a report integrating the results of the monitoring and evaluation activities performed pursuant to paragraph (a) of this Section, on the progress achieved in the carrying out of the Project and the Program during the period preceding the date of said report and setting out the measures recommended to ensure the efficient carrying out of the Project and the Program and the achievement of the objectives thereof during the period following such date; and

(c) review with the Bank, by September 30, 2002, or such later date as the Bank shall request, the report referred to in paragraph (b) of this Section, and, thereafter, take all measures required to ensure the efficient carrying out of the Project and the Program and the achievement of the objectives thereof, based on the conclusions and recommendations of the said report and the Bank's views on the matter.

PRILOGA 5**Program izvajanja**

1. Posojiljemalka izvaja projekt v skladu z zahtevami, navedenimi ali omenjenimi v PIP.

2. Posojiljemalka zagotovi, da do dokončanja projekta Projektni svet deluje v sestavi in pod pogoji dela, sprejemljivimi za banko.

3. Posojiljemalka zagotovi, da do dokončanja projekta EVSPP deluje s sredstvi, osebjem in pod pogoji dela, sprejemljivimi za banko, in ji naloži pristojnost za izvajanje in usklajevanje celotnega projekta, vključno s:

(a) pripravo razpisne dokumentacije in vodenjem razpisnih postopkov ter pogodb po projektu;

(b) pripravo vlog za izplačila posojila;

(c) vodenjem posebnega računa, omenjenega v Prilogi 1 k posojilni pogodbi;

(d) vodenjem evidenc in računov v zvezi s projektom in organizacijo revizijskega pregleda projekta in

(e) pripravo četrletnih poročil o poteku del in predajo teh poročil posojiljemalki in banki najkasneje 30 dni po koncu vsakega četrletja.

4. Posojiljemalka do 30. septembra vsako leto pripravi in preda banki v pregled in soglasje letni program dela za projekt za naslednje koledarsko leto, vključno z načrti nabave in financiranja.

5. Posojiljemalka zagotovi, da do dokončanja projekta strokovne delovne skupine delujejo vsaka na področju svoje dejavnosti s sredstvi, v sestavi in pod pogoji dela, sprejemljivimi za banko.

6. Za namene dela C projekta posojiljemalka:

(a) do 1. decembra 2000 pod pogoji dela, dogovorjenimi z banko, dokonča in preda banki v pregled in pripombe raziskavo o pravni obliki, zgradbi in funkcijah CIP in

(b) na podlagi ugotovitev takšne raziskave in pripomb banke k njej do 1. januarja 2001 začne postopek za ustanovitev CIP v skladu s terminskim načrtom, o katerem se dogovori z banko.

7. Do 1. decembra 2000 posojiljemalka ustanovi in potem do dokončanja projekta zagotavlja delovanje Zunanje svetovalne skupine s sredstvi, v sestavi in pod pogoji dela, sprejemljivimi za banko.

8. Posojiljemalka:

(a) vodi politiko in postopke, ki ji zagotavljajo trajno spremljanje in nadziranje ter ocenjevanje izvajanja projekta, samo izvajanje projekta in ukrepov, zajetih v programu, ter doseganje zastavljenih ciljev v skladu s kazalniki, sprejemljivimi za banko,

(b) do približno 30. junija 2002 v skladu s pogoji, sprejemljivimi za banko, pripravi in predloži banki poročilo o napredku, doseženem pri izvajanju projekta in programa v obdobju pred datumom tega poročila, ki vključuje rezultate spremljanja in nadziranja ter ocenjevanja izvajanja projekta, izvedenih v skladu s točko (a) tega odstavka, in opredeli priporočene ukrepe za zagotovitev učinkovitega izvajanja projekta in doseganja ciljev projekta v obdobju po datumu poročila, in

(c) do 30. septembra 2002 ali na kasnejši datum, ki ga zahteva banka, skupaj z banko pregleda poročilo iz točke (b) tega odstavka in nato na podlagi sklepov in priporočil omenjenega poročila in stališča banke sprejme vse ukrepe, ki so potrebni za zagotovitev učinkovitega dokončanja projekta in doseganja zastavljenih ciljev.

Supplemental Letter No. 1

Dodatno pismo št. 1

REPUBLIC OF SLOVENIA

REPUBLIKA SLOVENIJA

April 18, 2000

18. april 2000

International Bank for Reconstruction
and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Mednarodna banka za obnovo
in razvoj
1818 H Street, N.W.
Washington D.C. 20433
Združene države Amerike

Re: Loan No. 7005 SLO
(Health Sector Management Project)
Section 9.02 of the General Conditions
Financial and Economic Data

Zadeva: Posojilo št. 7005 SLO
(Projekt razvoja upravljanja sistema zdravstvenega varstva)
Odstavek 9.02 Splošnih pogojev
Finančni in ekonomski podatki

Dear Sirs and Mesdames:

Spoštovani!

In connection with the Loan Agreement of this date between the Republic of Slovenia (the Member Country) and International Bank for Reconstruction and Development (the Bank) for the above-captioned Project, I am writing on behalf of the Member Country to set forth the following:

V zvezi z danes sklenjenim sporazumom med Republiko Slovenijo (državo članico) in Mednarodno banko za obnovo in razvoj (banko) za zgoraj navedeni projekt v imenu države članice izjavljam naslednje:

1. We understand and agree that, for purposes of Section 9.02 of the General Conditions, the Member Country is required by the Bank to report new "loan commitments" (as defined in the World Bank's *Debtor Reporting System Manual*, dated January 1989) not later than thirty days after the end of the quarter during which the debt is incurred, and to report "transactions under loans" (as so defined) not later than March 31 of the year following that for which the report is made.

1. Razumemo in soglašamo, da za namene iz odstavka 9.02 Splošnih pogojev banka zahteva od države članice, da jo obvesti o novih "posojilnih obveznostih" (ki so opredeljene v priročniku Svetovne banke "Debtor Reporting System Manual" iz januarja 1989), in to najkasneje v tridesetih dneh po izteku četrtertletja, v katerem je nastal dolg, in da jo obvešča o "transakcijah v okviru dolga" (kot je to opredeljeno) najkasneje do 31. marca leta, ki sledi letu, za katero je bilo sestavljeno poročilo.

2. We represent that no mortgages, pledges, charges, privileges, priorities, or other liens, other than those excluded pursuant to paragraph (c) of Section 9.03 of the General Conditions, exist on any public assets, as such term is defined in said Section, as security for any external debt. No defaults exist in respect of any external public debt.

2. Zagotavljamo, da javna sredstva, ki so opredeljena v odstavku 9.03, niso obremenjena s hipoteko, zastavo, bremenom, posebnimi pravicami, prednostmi ali drugimi pridržnimi pravicami, razen tistih, ki so izključene v skladu s točko (c) odstavka 9.03 Splošnih pogojev, in sicer kot zavarovanje za zunanje dolgove. Pri zunanjih javnih dolgovih ni neizpolnjenih finančnih obveznosti.

It is our understanding that, in making the Loan, the Bank may rely on the statements set forth or referred to in this letter.

Razume se, da se lahko banka pri podelitvi posojila opira na izjave, navedene ali omenjene v tem pismu.

Very truly yours,

S spoštovanjem!

REPUBLIC OF SLOVENIA
By **Mitja Gaspari**, (s)
Authorized Representative

REPUBLIKA SLOVENIJA
Mitja Gaspari l. r.
Pooblaščen predstavnik

Supplemental Letter No. 2

Dodatno pismo št. 2

REPUBLIC OF SLOVENIA

REPUBLIKA SLOVENIJA

April 18, 2000

18. april 2000

International Bank for Reconstruction
and Development
1818 H Street, N.W.
Washington, D.C. 20433
United State of America

Mednarodna banka za obnovo
in razvoj
1818 H Street, N.W.
Washington D.C. 20433
Združene države Amerike

Re: Loan No. 7005 SLO
(Health Sector Management Project)
Performance Monitoring Indicators

Zadeva: Posojilo št. 7005 SLO
(Projekt razvoja upravljanja sistema zdravstvenega varstva)
Kazalniki spremljanja in nadziranja uspešnosti

Dear Sirs and Mesdames:

Spoštovani!

Referring to the provisions of paragraph 8(a) of Schedule 5 to the Loan Agreement (Health Sector Management Project) of even date herewith between the Republic of Slovenia (the Borrower) and the International Bank for Reconstruction and Development (the Bank), the Borrower hereby confirms to the Bank that the indicators set forth in the attachment to this letter shall serve as a basis for the Borrower to monitor and evaluate the progress of the Project and of measures included in the Program and the achievement of the objectives thereof.

To pismo se nanaša na določbe iz točke (a) osmega odstavka Priloge 5 k sporazumu o posojilu (Projekt razvoja upravljanja sistema zdravstvenega varstva) med Mednarodno banko za obnovo in razvoj (banko) in Republiko Slovenijo (posojilojemalko), ki je enakega datuma kot to pismo. Posojilojemalka s tem soglaša z banko, da bodo kazalniki, navedeni v dodatku k temu pismu, posojilojemalki podlaga za spremljanje in nadziranje in ocenjevanje napredovanja projekta in ukrepov, vključenih v program, ter doseganja njegovih ciljev.

Very truly yours,

S spoštovanjem!

REPUBLIC OF SLOVENIA
By **Mitja Gaspari**, (s)
Authorized Representative

REPUBLIKA SLOVENIJA
Mitja Gaspari l. r.
Pooblaščen predstavnik

Attachment

ATTACHMENT

DODATEK

REPUBLIC OF SLOVENIA
(Health Sector Management Project)
Monitoring Indicators

Trigger Indicators (to be assessed in 2003 before authorization of Phase II of APL):

1. Legal and functional establishment of the National Health Information Clearinghouse (NHIC) successfully concluded, staff hired and trained, pilot runs evaluated.
2. Phase II implementation strategy and policy agenda developed, based on thorough evaluation of Phase I performance and lessons learned. Phase II national roll out strategy developed and approved by Project Board.
3. Policy agenda developed, based on Parliament approved "White Paper" and EU Accession Strategy. Each working group fully developed at least one technical policy package, to be presented to the Health Council.

Key Performance Monitoring Indicators:**CAS Goal:**

- Health sector is fiscally sustainable where publicly - financed health expenditures are maintained at a constant share of GDP (below 8%) while sector performance is maintained in the face of fiscal pressures.

Program:

- Mortality and morbidity rates as expressed in burden of disease indicators, as well as service indicators departing from a 1999 baseline converge to EU average by 2010.
- Universal access to health care and equity within the system is maintained, while service standards, quality of services and user satisfaction, all departing from 1999 baseline data, continue to improve.
- Institutional and legal framework of the health and social security sector is in full compliance with the stipulations of the *acquis communautaire*, that is a pre-condition for EU accession.

Project Phase I:

- Refined payment system, in particular hospital reimbursement model by the HIIS pilot-tested, evaluated and implemented by 2003.
- Health care capacity management method adopted and introduced in participating health institutions, based on training, agreements on definitions and standards by 2003.
- Health Information Systems Architecture Standards (HISA) introduced and adopted, following guidelines of Technical Committee 251 (TC251) of the European Center of Standards (CEN) and EU data protection, by 2003.

Project Phase II:

- National Health Information Clearinghouse (NHIC) established and operational at national level, effectively replacing existing legacy information channels among health sector stakeholders.

Kazalniki zagona (ki se ocenijo leta 2003 pred odobritvijo II. faze APL):

1. Pravna in operativna ustanovitev Centra za izmenjavo zdravstvenih podatkov (CIP) je uspešno dokončana, osebje najeto in usposobljeno, poskusni zagon ocenjen.
2. Izvedbena strategija in načrt politike II. faze sta izdelana na temelju temeljite ocene uspešnosti in izkušenj I. faze. Projektni svet je izdelal in odobril državno strategijo izvajanja II. faze.
3. Pripravljen je načrt politike na temelju "Bele knjige", ki jo je odobril parlament, in Strategije za pristop k EU. Vsaka delovna skupina je v celoti razvila vsaj en sklop strokovne politike, ki se predloži Svetu za zdravstvo.

Ključni kazalniki spremljanja in nadzorovanja uspešnosti:**Cilj CAS:**

- Sistem zdravstvenega varstva je proračunsko uravnotežen takrat, ko se stroški zdravstva ohranjajo v stalnem deležu BDP (pod 8%), medtem ko se uspešnost sistema ohranja kljub proračunskim pritiskom.

Program:

- Stopnji umrljivosti in obolevnosti, izraženi s kazalniki obolevnosti, ter storitveni kazalniki, ki odstopajo od osnovnega stanja iz leta 1999 in se do leta 2010 približajo povprečju EU.
- Splošen dostop do zdravstvenega varstva in enako obravnavanje znotraj sistema se ohranjata, medtem ko se storitveni standardi, kakovost storitev in zadovoljstvo uporabnikov, ki vsi odstopajo od osnovnega stanja iz leta 1999, še naprej izboljšujejo.
- Institucionalni in pravni okvir sistema zdravstvenega varstva in socialne varnosti je povsem v skladu z določbami pravnega reda EU, kar je temeljni pogoj za pristop k EU.

I. faza projekta:

- Izpopolnjen plačilni sistem, zlasti model za poravnavanje bolnišničnih stroškov, ki ga ZZZS preskusi, oceni in uvede do leta 2003.
- Metoda za upravljanje zmogljivosti zdravstvenega varstva se do leta 2003 sprejme in uvede v zajete zdravstvene ustanove, temelji pa na usposabljanju, dogovorih o definicijah in standardih.
- Do leta 2003 se uvedejo in sprejmejo standardi za strukturo zdravstvenih informacijskih sistemov (HISA), pri čemer se upoštevajo smernice Strokovnega odbora 251 (TC251) Evropskega centra za standarde (CEN) in varstva podatkov v EU.

II. faza projekta:

- Na državni ravni se ustanovi in deluje Center za zdravstvene podatke (CIP), ki učinkovito nadomesti obstoječe podedovane informacijske poti med udeleženci v sistemu zdravstvenega varstva.

- Clinical, financial and administrative information is available from at least two district hospitals and respective primary health care catchment area to produce comparative performance, financial and asset management, and accounting reports.
- National (HHS) Smart Card Project integrated into new sector information architecture, facilitating improved case management, pharmaceutical prescription tracking, preventive care monitoring.
- Klinične, finančne in administrativne informacije so na voljo iz najmanj dveh okrožnih bolnišnic in ustreznega območja osnovnega zdravstvenega varstva, tako da se lahko izdelajo primerjalna poročila o uspešnosti, upravljanju financ in premoženja ter o računovodstvu.
- Državni (ZZZS) projekt pametne kartice je vključen v novo informacijsko strukturo sistema, kar spodbuja izboljšano obvladovanje primerov, zasledovanje farmacevtskih receptov ter spremljanje in nadzorovanje preventivnega varstva.

Output Indicators:

- Approved plans for improvements in selected health policy areas.
- Approved health information standards for each of the five major CEN TC-251 HISA standard areas: (a) subject of care; (b) health characteristics; (c) health care activities; (d) health care resources; and (e) health information access authorization.
- Clearinghouse legally established and operating on a stable and sustainable financing and organizational model.
- Site-specific clearinghouse systems operational.
- Hospitals management and operational systems enhanced through uniform health information standards.
- Standards-based communication and information interchange utilized across health institutions, in accordance with data protection legislation (and EU standards) and BS 7799 Security Standards.
- National Health Information Base accessible and utilized by all key stakeholders, in accordance with data protection legislation (and EU standards)

Kazalniki rezultatov:

- Odobreni načrti za izboljšave na izbranih področjih politike zdravstvenega varstva.
- Odobreni zdravstveni informacijski standardi za vsako od petih glavnih področij standardov CEN TC-251 HISA: (a) predmet varstva; (b) značilnosti zdravstva; (c) dejavnosti zdravstvenega varstva; (d) sredstva zdravstvenega varstva in (e) dovoljenje za dostop do zdravstvenih informacij.
- Center za izmenjavo podatkov je uradno ustanovljen in deluje na podlagi trdnega in uravnoteženega finančnega in organizacijskega modela.
- Delujejo sistemi za izmenjavo podatkov, prilagojeni posameznim lokacijam.
- Sisteme upravljanja in delovanja bolnišnic spodbujajo enotni zdravstveni informacijski standardi.
- Poteka izmenjava komunikacij in informacij na podlagi standardov med zdravstvenimi ustanovami v skladu z zakonodajo o varstvu podatkov (in standardi EU) ter varnostnimi standardi BS 7799.
- Državna zdravstvena podatkovna baza je v skladu z zakonodajo o varstvu podatkov (in standardi EU) dostopna vsem ključnim udeležencem in jo ti tudi uporabljajo.

3. člen

Za izvajanje tega sporazuma o posojilu skrbi Ministrstvo za finance.

4. člen

Ta zakon začne veljati naslednji dan po objavi v Uradnem listu Republike Slovenije – Mednarodne pogodbe.

Št. 440-03/00-102/1

Ljubljana, dne 31. maja 2000

Predsednik
Državnega zbora
Republike Slovenije
Janez Podobnik, dr. med. l. r.

VSEBINA

72. Zakon o ratifikaciji Sporazuma o posojilu (Projekt razvoja upravljanja sistema zdravstvenega varstva) med Republiko Slovenijo in Mednarodno banko za obnovo in razvoj (MSPRUZ)

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Izdajatelj Služba Vlade RS za zakonodajo – Direktor Tone Dolčič –
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Petrovič-Kurt – Priprava Uradni list RS, d.o.o., Tisk Tiskarna SET, d.o.o., Vevče
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