

## REPUBLIC FUND FOR HEALTH INSURANCE

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### SUBJECT:

**Request for Urgent Control and Taking Measures Regarding Systemic Violation of Contractual Obligations and Misuse of Funds by the Belgrade Emergency Medical Institute in the Period from 01.01.2025 to 01.09.2025**

Dear Sir/Madam,

We hereby submit a request to initiate an urgent and comprehensive procedure for controlling the operations of the Belgrade Emergency Medical Institute (hereinafter: ZUM Belgrade) due to reasonable suspicion of systemic violation of contractual obligations, misuse of public funds, and direct endangerment of patients' rights to accessible and timely healthcare.

The analysis pertains to the period from **January 1, 2025, to September 1, 2025**.

Based on a detailed analysis of the commercial activities of ZUM Belgrade, it has been established that during the aforementioned period, **at least 3,544.5 hours of various commercial engagements** were carried out, generating revenue of **16,576,005.00 RSD excluding VAT**, or **19,891,206.00 RSD including VAT**.

The enormous scope of these activities—conducted using resources (personnel and equipment) financed from mandatory health insurance funds—indicates a direct violation of legal and contractual provisions that fall under the jurisdiction of the Republic Fund for Health Insurance (hereinafter: RFZO) to control and sanction.

### Explanation and Legal Basis

#### 1. Commercial Activities with Personnel Financed by RFZO and Endangerment of Mandatory Healthcare Provision

Article 190, Paragraph 2 of the Health Insurance Law stipulates that commercial services must not be provided in a way that endangers the provision of health services financed from mandatory health insurance funds.

This obligation is further reinforced by **Article 204** of the same law, which explicitly prescribes that healthcare institutions within the Network Plan must **prioritize fulfilling contractual obligations towards the Republic Fund**, in relation to obligations arising from contracts concluded with other legal and natural persons.

This priority is additionally emphasized in **Article 11** of the *Rulebook on Contracting Healthcare from Mandatory Health Insurance with Healthcare Providers for 2025* (Official Gazette of RS, No. 4/25), which explicitly states that a healthcare institution:

“prioritizes concluding a contract with the Republic Fund for available capacities in terms of space, equipment, and personnel, and prioritizes fulfilling contractual obligations towards the Republic Fund in relation to other legal and natural persons with whom it has concluded contracts for providing health services.”

These provisions are directly linked to **Article 190, Paragraph 1** of the Health Insurance Law, which stipulates that a prerequisite for commercial activities is the existence of “**excess capacity**” in terms of space, personnel, and equipment.

However, in the case of the Belgrade Emergency Medical Institute, a serious and well-argued question arises as to whether such excess capacity exists at all.

2.

### Staffing Requirements vs. Actual Conditions

The *Rulebook on Detailed Conditions for Performing Healthcare Activities in Healthcare Institutions and Other Forms of Healthcare Service*, in Article 12, precisely defines minimum personnel requirements for an emergency medical institute:

- at least **one doctor of medicine**,
- **one nurse-technician** (with higher or secondary education),
- **one driver per 6,000 inhabitants**,
- and for every two such teams, **one additional nurse-technician**.

#### Comparison with actual data:

According to the official letter from the Ministry of Health of the Republic of Serbia (No. 9-00-00012/2025-16, dated October 27, 2025), the table “*Indicators of Work and Utilization of ZUM*” states:

- **Prescribed number of teams:** 230 (based on the standard of 1 team per 6,000 inhabitants)
- **Actual active number of teams:** 125

This means that **105 teams are missing** for ZUM Belgrade to meet the legally prescribed minimum — a **45.65% personnel deficit**, or almost **half of the necessary capacity** for providing emergency medical care to the citizens of Belgrade.

### 3. Absence of Excess Capacity and Legal Consequences

In the official response of ZUM Belgrade

(No. 9293, dated October 13, 2025), submitted to our request for access to public information, Point 5 explicitly states that the Institute:

“has no employees whose compensation for work is paid outside of RFZO funds.”

This unequivocally confirms that **all personnel engaged in commercial activities are financed exclusively from mandatory health insurance funds**, meaning:

- there is **no excess personnel capacity**,
- commercial engagements **directly violate Article 190**,
- they constitute a **flagrant violation** of Article 204 and Article 11 of the Rulebook on Contracting,
- and represent **misuse of budget funds**, contrary to:
  - Article 71 of the Budget System Law, and
  - Article 90 of the Rulebook on Contracting.

Such conduct also gives rise to reasonable suspicion of committing criminal offenses:

- **Misuse of Budget Funds** (Article 362a of the Criminal Code)
- **Abuse of Official Position** (Article 359 of the Criminal Code)

since public funds are used for generating commercial profit at the expense of insured persons.

### 4. Systemic Endangerment of Healthcare Delivery

Given the drastic and officially documented shortage of basic resources, the claim that “excess capacity” exists for conducting extensive commercial activities is **logically unsustainable** and legally untenable.

Every hour and every team member engaged on a commercial basis is directly taken away from an already understaffed emergency medical system operating with a **45.65% deficit**.

- undermines fulfillment of obligations towards RFZO,
- endangers accessibility, timeliness, and quality of healthcare,
- and violates Article 60 of the Health Protection Law, which defines supplementary work as work **outside regular working hours**.

Engaging RFZO-financed personnel for commercial services **during regular shifts** represents a direct misuse of public resources.

### 5. Recorded Commercial Activities (01.01.2025–01.09.2025)

During the observed period, **numerous commercial engagements** were recorded, including but not limited to:

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
01.01.	25000005	G.U. BEOGRAD	17565800	BEOGRADSA ZIMA	T001	91.5
01.01.	25000006	G.U. BEOGRAD	17565800	BEOGRADSA ZIMA	T001	59
01.01.	25000007	G.U. BEOGRAD	17565800	ULICA OTVORENOG SRCA	T001	6
07.01.	25000002	UDRUŽENJE PEKARA	28333650	BOŽIČNA ČEŠNICA	T001	2
12.01.	25000001	PARTIZAN FUTSAL DOO	22032526	PARTIZAN FUCAL-KMF ZVEZDA	T001	3
13.01.	25000008	PYRO TIM DOO	20808446	KULA NA VODI I PARK RS	T001	1.5
13.01.	25000076	G.U. BEOGRAD	17565800	DOČEK SRPSKE NOVE GODINE	T001	91.5
19.01.	25000009	TURISTIČKA ORG. ČUKARICA	17911783	VADENJE BOGOJAVLJENSKOG KRSTA	T001	1.5
19.01.	25000010	TURISTIČKA ORG. SURČIN	17921002	PLIVANJE ZA BOGOJAVLJENSKI KRST	T001	2
20.01.	25000061	FK. CRVENA ZVEZDA	07000782	FK ZVEZDA-PSV	T002	31
28.01.	25000062	PYRO TIM DOO	20808446	DOČEK KINESKE NOVE GODINE	T001	1
30.01.	25000079	FK. PARTIZAN	07000774	FK MACABI-FC PORTO	T001	7

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
01.02.	25000077	ŽENSKI FK. MILUTINAC	17415 573	ŽFK MILUTINAC-ŽFK RADNIČKI	T003	2
01.02.	25000080	FK. PARTIZAN	07000 774	FK. PARTIZAN-FK SPARTAK	T001	6
02.02.	25000078	ŽENSKI FK. SLOGA	07452 012	ŽFK SLOGA - ŽFK CRVENA ZVEZDA	T003	2
03.02.	25000081	DOUBLE TAURUS DOO	21874 841	SNIMANJE FILMA	T001	5
08.02.	25000117	ŽENSKI FK. MILUTINAC	17415 573	ŽFK MILUTINAC - ŽFK SLOGA	T003	2
08.02.	25000145	FK. CRVENA ZVEZDA	07000 782	FK. ZVEZDA - FK. RADNIČKI	T002	12
15.02.	25000149	FK. PARTIZAN	07000 774	FK. PARTIZAN - OFK BEOGRAD	T001	6
22.02.	25000151	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. PARTIZAN	T002	25
20-23.02.	25000152	NACIONALNA ASOCIJACIJA ZA RAZVOJ PROJEKATA STRATEGIJA	28298 927	SAVA CENTAR - MALI PRINC	T001	10
20-23.02.	25000156	BG SAJAM	07037 457	SAJAM TURIZMA	T012	35
23.02.	25000154	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	2
26.02.	25000153	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. MLADOST LUČANI	T001	6
01.03.	25000164	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	4
02.03.	25000159	ŽENSKI FK. MILUTINAC	17415 573	ŽFK MILUTINAC - ŽFK NAPREDAK	T003	2
02.03.	25000163	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. IMT	T002	12
05.03.	25000160	ŽENSKI FK. MILUTINAC	17415 573	ŽFK MILUTINAC - ŽFK CR. ZVEZDA	T003	2

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
08.03.	25000162	KAMARAD MUSIC DOO	21674 095	KONCERT SAŠE MATIĆA	T001	13.5
08.03.	25000232	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. NOVI PAZAR	T001	6
08-09.03.	25000231	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	8
12.03.	25000236	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	2
21.03.	25000242	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. CSKA	T001	1.5
22.03.	25000240	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. CSKA	T001	3.5
22-23.03.	25000239	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	11
23.03.	25000238	FUDBALSKI SAVEZ SRBIJE	07024 118	PLAY-OFF SRBIJA-AUSTRIJA	T001	12
23.03.	25000237	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. NAPREDAK	T003	2
26.03.	25000244	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - OFK. BEOGRAD	T002	8
20-26.03.	25000246	BG SAJAM	07037 457	SALON AUTOMOBILA	T012	69
29.03.	25000241	ULTIMATE EVENT	28746 172	TRKA SA PREPREKAMA OKO ADE	T003	5.5
29.03.	25000245	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. BAČKA TOPOLA	T001	6
29-30.03.	25000247	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	10
02.04.	25000248	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. TSC	T001	6
02.04.	25000249	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. NOVI PAZAR	T002	12
3-7.04.	25000345	BG SAJAM	07037 457	SAJAM NAUTIKE	T012	76

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
05.04.	25000272	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	8
06.04.	25000273	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - OFK. BEOGRAD	T002	12
06.04.	25000331	G.U. BEOGRAD	17565 800	38. BEOGRADSKI MARATON	T001	56
09-10.04.	25000324	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	4
12.04.	25000325	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. NAPREDAK	T003	2
12.04.	25000329	GROF MBM	06579 868	VATROMET KOD NARODNE SKUPŠTINE	T002	3.5
12.04.	25000328	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. PARTIZAN	T002	25
12-13.04.	25000327	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	14
13.04.	25000326	ŽENSKI FK. MILUTINAC	17415 573	ŽFK. MILUTINAC - ŽFK. VOJVODINA	T003	2
16-17.04	25000330	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	6
22-30.04.	25000343	LOCALS EXPERIENCE	22015 826	FANTOM IZ OPERE - SAVA CENTAR	T003	35
23.04.	25000332	FK. PARTIZAN	07000 774	FK. PARTIZAN - OFK BEOGRAD	T001	6
23.04.	25000334	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. NAPREDAK	T003	2
26.04.	25000337	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	8
27.04.	25000333	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. RADNIČKI 1923	T001	6
27.04.	25000338	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - OFK. BEOGRAD	T002	18
03.-04.05	25000341	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	14

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
04.05.	25000340	ŽENSKI FK. MILUTINAC	17415 573	ŽFK. MILUTINAC - ŽFK. SLOGA	T003	2
07.05.	25000342	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. NAPREDAK	T002	12
08.05.	25000485	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. SLOGA	T003	2
10.05.	25000335	PRINCIP AGENCY DOO	21667 552	DOGAĐAJ FIND YOUR BEAUTY HALA 4	T001	8
11.05.	25000385	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. BAČKA TOPOLA	T001	6
11.05.	25000386	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. VOJVODINA	T003	2
11.05.	25000338	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. VOJVODINA	T002	12
17-18.05.	25000426	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	12
20-23.05.	25000432	BG SAJAM	07037 457	SAJAM TEHNIKE	T012	31
24.05.	25000339	AHILEJ SPORT TEAM DOO	21492 531	MIMA SPORTSKA MANIFESTACIJA	T001	15
24.05.	25000429	ŽENSKI FK. SLOGA	07452 012	ŽFK. SLOGA - ŽFK. MILUTINAC	T003	2
24.05.	25000430	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. MLADOST	T002	26
25.05.	25000431	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. VOJVODINA	T001	6
28.05.	25000433	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	5
30-31.05.	25000434	ODLIČAN HRČAK DOO	20160 152	LUKA BEOGRAD DVA KONCERTA	T001	2
30-31.05.	25000434	ODLIČAN HRČAK DOO	20160 152	LUKA BEOGRAD DVA KONCERTA	T001	2
31.05.	25000435	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	6

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
04.06.	25000484	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	2
05.06.	25000428	FITPASS EMERGO SPORT DOO	21054 097	TAKMIČENJE ATLETSKA DVORANA	T001	5.5
07.06.	25000486	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	2
15- 16.06.	25000515	GO. NOVI BEOGRAD	07047 541	TEATAR NA SAVI BLOK 44 I VEČNA VATRA UŠĆE	T001	17
15- 16.06.	25000515	GO. NOVI BEOGRAD	07047 541	TEATAR NA SAVI BLOK 44 I VEČNA VATRA UŠĆE	T001	4.5
21.06.	25000516	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. RADNIČKI NIŠ	T001	3
26- 30.06.	25000555	ADA CIGANLIJA	07451 440	UGOVOR O DEŽURSTVU 448/19	T012	
28.06.	25000518	WARGAMING DOO	21792 306	AQUA PARK S-KLUB JAKOVO	T001	8
30.06.	25000517	GO. NOVI BEOGRAD	07047 541	SPORTSKA HALA RANKO ŽERAVICA	T001	4.5
01.07.	25000616	ADA CIGANLIJA	07451 440	UGOVOR O DEŽURSTVU 448/19	T012	
17.07.	25000594	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. AEK LARNAKA	T001	8
19.07.	25000595	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. JAVOR	T002	12
24.07.	25000593	PYRO TIM DOO	20808 446	RESTORAN DIAMOND GARDEN	T001	1
26.07.	25000596	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - OFK. BEOGRAD	T002	12
29.07.	25000597	FK. CRVENA ZVEZDA	07000 782	FK. CRVENA ZVEZDA - FK. LINKOLN	T002	22
31.07.	25000598	FK. PARTIZAN	07000 774	FK. PARTIZAN - FK. OLEXANDRIJA	T001	8

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
31.07.	25000599	FK. PARTIZAN	07000774	FK. PARTIZAN - FK. OLEXANDRIJA	T001	8
03.08.	25000601	DŽET SKI SAVEZ BEOGRADA	17066714	TROFEJ BEOGRADA U DŽET SKIJU	T002	3
03.08.	25000600	FK. PARTIZAN	07000774	FK. PARTIZAN - FK. RADNIČKI 1923	T001	8
07.08.	25000646	FK. PARTIZAN	07000774	FK. PARTIZAN - FK. HIBERNIJAN	T001	16
09.08.	25000682	FK. CRVENA ZVEZDA	07000782	FK. CRVENA ZVEZDA - FK. TSC	T002	12
09-10.08.	25000686	G.U. BEOGRAD	17565800	BEOGRADSKO LETO	T001	30
09-10.08.	25000660	DŽET SKI NAUTIČKI SAVEZ SRB.	17066919	NAUTIČKO SELO "BISER" BOLJEVCI	T002	9.5
10.08.	25000681	FK. PARTIZAN	07000774	OMLADINSKA ŠKOLA	T003	4
12.08.	25000683	FK. CRVENA ZVEZDA	07000782	FK. CRVENA ZVEZDA - FK. LEH	T002	30
17.08.	25000684	FK. PARTIZAN	07000774	FK. PARTIZAN - FK. IMT	T001	6
17.08.	25000685	ŽENSKI FK. SLOGA	07452012	ŽFK. SLOGA - ŽFK. CRVENA ZVEZDA	T003	2
17.08.	25000689	G.U. BEOGRAD	17565800	BEOGRADSKO LETO	T001	30
19.08.	25000687	FK. CRVENA ZVEZDA	07000782	FK. CRVENA ZVEZDA - FK. PAFOS	T002	30
20.08.	25000688	FK. PARTIZAN	07000774	OMLADINSKA ŠKOLA	T003	3
23.08.	25000690	FK. PARTIZAN	07000774	OMLADINSKA ŠKOLA	T003	2
24.08.	25000691	ŽENSKI FK. SLOGA	07452012	ŽFK. SLOGA - ŽFK. SPARTAK	T003	2

DATE	INVOICE NUMBER	BUYER	BUYER'S MB.	SERVICE DESCRIPTION	TEAM	HOURS OF ENGAGEMENT
27.08.	25000693	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	2
31.08.	25000694	FK. PARTIZAN	07000 774	OMLADINSKA ŠKOLA	T003	7

#### Explanation of Team Composition

- **T001** – Specialist doctor, technician, and driver.
- **T002** – Doctor of medicine, technician, and driver.
- **T003** – Technician and driver.
- **T012 (fairs)** – Doctor of medicine and technician.
- **T012 (contract with the fair)** – One field team (specialist doctor, technician, driver), **two outpatient teams** (doctor of medicine/specialist, technician, driver), and **sanitary transport** (technician, driver).

#### Violation of Patients' Rights

Such redirection of resources directly violates patients' rights guaranteed by the **Law on Patients' Rights**, namely:

- **Right to accessibility of healthcare (Article 6):**  
By reducing the number of available teams for emergency interventions, patients are denied equal and timely access to health services.
- **Right to patient safety (Article 10):**  
Delays or inability to send teams due to commercial engagements represent harm caused by inadequate functioning of the service.
- **Right to respect for the patient's time (Article 29):**  
Waiting time for emergency medical aid is extended, which is contrary to the spirit and purpose of the law.

#### 2. Misuse of Funds and Non-Transparent Financial Flows

Analysis of financial transactions from the document "**Commercial table.xlsx**" (which contains the worksheets "**payment Ada Jul**" and "**Commercial**") reveals disputed transfers from the **budget account** of ZUM Belgrade (**840-0000000619661-53**) to the **own funds account** (**840-0000000619667-35**).

The worksheet "**payment Ada Jul**" clearly shows **salary payments from the budget account 53** for workers engaged in commercial duties at **Ada Ciganlija**, while payments from JP Ada Ciganlija based on those duties are deposited into the own funds account.

In addition, the analysis of financial transactions from the document "Tabela komercijale.xlsx" reveals disputed transfers from the budget account of ZUM Belgrade (840-0000000619661-53) to the commercial account (840-0000000619667-35).

This further confirms the **misuse of RFZO funds**.

#### Recorded Transfers from Budget to Commercial Account

In the observed period, the following transfers were recorded:

- 03.01.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 03.02.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 03.03.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 05.05.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 02.06.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 01.07.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 01.08.2025 – 35,546.00 RSD (Purpose: Court decisions)
- 01.08.2025 – 4,001.57 RSD (Purpose: Disciplinary fines)
- 01.09.2025 – 35,546.00 RSD (Purpose: Court decisions)

These transfers represent **direct misuse of RFZO funds**, contrary to:

- **Article 71(2) of the Budget System Law**, which prescribes responsibility for lawful and purposeful use of budget appropriations, and
- **Article 90 of the Rulebook on Contracting Healthcare from Mandatory Health Insurance with Healthcare Providers for 2025**, which mandates purposeful use of transferred funds.

If there was no legal basis for these payments, RFZO is obliged to request the **return of funds to the budget**, in accordance with:

- **Article 59(1) of the Budget System Law**, and
- **Article 144(6) of the Health Protection Law**.

### Transfers in the Opposite Direction – “Other Transfers”

Analysis of the table “Tabela komercijale.xlsx” also reveals significant transfers in the opposite direction – **from the commercial account to the budget account** of ZUM Belgrade, with the purpose “**Other transfers**”.

These transfers, made without a clear order from RFZO as corrective measures, indicate **unregulated and non-transparent financial flows** and a **lack of effective RFZO control**.

Examples include:

- 03.01.2025 – 633,417.15 RSD
- 01.04.2025 – 528,726.00 RSD
- 23.05.2025 – 508,267.20 RSD
- 05.05.2025 – 418,150.70 RSD

### 3. Jurisdiction and Obligation of RFZO to Act

RFZO has an unequivocal **jurisdiction and obligation to act** on this request.

- **Article 206(2) and Article 232(1)(15) of the Health Insurance Law** oblige RFZO to organize and conduct control of purposeful, lawful, and economical use of financial funds of mandatory health insurance, as well as control of the execution of concluded contracts.

- This control obligation is additionally confirmed in **Article 83 of the Rulebook on Contracting Healthcare from Mandatory Health Insurance with Healthcare Providers for 2025**, which states that control is carried out in accordance with the law regulating health insurance.
- Furthermore, **Article 119(3) of the Health Protection Law** confirms that RFZO conducts control of the financial plan of the healthcare institution.
- Finally, **Article 41(5) of the Law on Patients' Rights** explicitly cites RFZO as the competent body of the health insurance organization to which patients can turn in case of violation of rights.

The argument that this is a “**question of organization of work of the healthcare institution which is not under the jurisdiction of the Republic Fund**” (from previous correspondence) cannot stand when that organization of work directly leads to **violation of legally guaranteed patients' rights and misuse of RFZO funds**.

#### 4. Requested Measures from RFZO

Based on all of the above, we request from RFZO to:

1. **Urgently initiate a procedure for comprehensive control** of purposeful use of funds and execution of contractual obligations of ZUM Belgrade for the period from 01.01.2025 to 01.09.2025, in accordance with Articles 206 and 207 of the Health Insurance Law.
2. **Determine responsibility for misuse of funds** (transfers from budget to commercial account) and **order the return of funds** to the RFZO budget, in accordance with:
  - Article 209(4)(2) of the Health Insurance Law,
  - Article 59(1) of the Budget System Law, and
  - Article 144(6) of the Health Protection Law.
3. **Thoroughly investigate the scope of commercial activities** and determine whether personnel financed by RFZO is used for these services during regular working hours, thereby violating:
  - Article 190 of the Health Insurance Law,
  - Article 60 of the Health Protection Law, and
  - Article 11 of the Rulebook on Contracting.

If such practice is established, we request taking measures under **Article 209(4)(1), (4), and (5) of the Health Insurance Law** (reduction of funds, termination of contract), as well as **initiating proceedings for compensation of damages**.

4. **Take measures to establish complete control over the financial flows** of ZUM Belgrade, including transfers between budget and commercial accounts, to ensure transparency and legality of operations, in accordance with **Article 119(3) of the Health Protection Law**.
5. **Declare on the measures taken within the legal deadline**, bearing in mind that this falls directly within RFZO's competence in controlling its own funds and protecting the rights of insured persons.

6. If, during the control procedure, facts are established indicating misuse of funds and violation of legal and contractual obligations, **without delay take the following steps to determine misdemeanor responsibility:**

- a) Submit a request to the **Budget Inspection of the Ministry of Finance** to initiate misdemeanor proceedings against responsible persons in ZUM Belgrade for violation of **Article 103(1)(1) of the Budget System Law**.
  - b) Independently or through the competent **health inspection**, initiate misdemeanor proceedings against ZUM Belgrade as a legal entity and against responsible persons therein, for violation of:
    - o **Article 265(1)(1) of the Health Insurance Law** (non-compliance with priority in using capacities), and
    - o **Article 251(1)(15) of the Health Protection Law** (acquisition of funds contrary to law).
7. If, during the control, **reasonable suspicion** is established that the actions of responsible persons in ZUM Belgrade constitute criminal offenses, **file a criminal complaint** with the competent public prosecutor's office against them, particularly due to reasonable suspicion of committing:
- o the criminal offense of **Misuse of Budget Funds** under **Article 362a of the Criminal Code**, and
  - o the criminal offense of **Abuse of Official Position** under **Article 359(3) in connection with Article 359(1) of the Criminal Code**.

## 5. Attachments

Attached to this request, we submit:

1. **Excel table "Tabela komercijale.xlsx"** (with worksheets "Ispalate za Adu Jul" and "Komercijala"), which details financial transactions, commercial engagements, and salary payments from the budget account for workers engaged in commercial duties at Ada Ciganlija.
  - o Worksheet "**Komercijala**" contains all registered deposits to the own funds account.
  - o Worksheet "**Ispalate**" contains all registered payments from the own funds account for the period from 01.01.2025 to 01.09.2025.
2. **Invoices of the Institute** for the period 01.01.2025 to 01.09.2025.
3. **Response of the Belgrade Emergency Medical Institute**, No. 9293 dated 13.10.2025, submitted to our request for access to information of public importance.
4. **Official work schedules of ZUM Belgrade** for the months of June and July 2025.
5. **Relevant contract with JP "Ada Ciganlija"**.
6. **Official letter from the Ministry of Health of the Republic of Serbia**, No. 9-00-00012/2025-16 dated October 27, 2025, as a response to a parliamentary question.

## **6. Conclusion**

Please respond to this request within the legally prescribed deadline to the email address:

**dejan.zejnula@pokretmeri.org.rs**

In Belgrade,

**09.12.2025.**

Recoverable Signature

**Dejan Zejnula**