

Legal Protection for Hospitals Against Delay in Payment of Claims by BPJS

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Abstract

Health is a human right and one element of prosperity that must be realized in accordance with the ideals of the Indonesian nation. As intended in the 1945 Constitution of the Republic of Indonesia (UUD 1945) contained in Article 28 H paragraph (1) and Article 34 paragraph (2) and to provide comprehensive social security, the state is developing a National Social Security System for all people Indonesia by establishing Law Number 40 of 2004 concerning the National Social Security System (UU SJSN). As a form of implementation of the SJSN Law, the government issued Law Number 24 of 2011 concerning the Social Security Administering Body (UU BPJS) to accelerate the implementation of the national social security system as a whole, including National Health Insurance (JKN) which will be administered by BPJS Health. This research adopts a normative juridical method, which focuses on analysis of statutory regulations, policy documents, and legal literature relevant to legal protection for hospitals against delays in payment of claims by BPJS. This research discusses Late Fines, Supply Chain Financing (SCF), Dispute Resolution, Termination of Claim Payment Agreements by BPJS. Hospitals have an obligation to provide services to BPJS participating patients and BPJS Health's obligation is to pay hospital claims according to the agreement. The delay in payment of claims by BPJS Health will of course affect the hospital's cash flow. One way to protect hospital interests is to provide legal protection against delays in claim payments by BPJS Health. The first legal protection provided is to use a complaint mechanism. Apart from that, more specific legal protection is also regulated, namely the existence of late fines for BPJS Health which refers to Presidential Regulation Number: 82 of 2018 and cooperation agreements, the SCF program to maintain hospital cash flow, dispute resolution carried out by deliberation and termination of the agreement if it is wrong. one party is proven to have defaulted as stipulated in the cooperation agreement.

Keywords: Legal Protection, Hospital, BPJS Claim

1. INTRODUCTION

Health is right basic human and one element welfare is a must realized in accordance with ambition Indonesian nation. As intended in The 1945 Constitution of the Republic of Indonesia (UUD 1945) is contained in Article 28 H paragraph (1) and Article 34 paragraph (2) and for give guarantee comprehensive social, developing countries System Guarantee National Social for all over Indonesian people with forming Constitution Number 40 of 2004 concerning System Guarantee National Social Affairs (UU SJSN). As form implementation of the SJSN Law, government emit Constitution Number 24 of 2011 concerning Organizing Bodies Guarantee Social (BPJS Law) for speed up implementation system guarantee social national in a way comprehensive including National Health Insurance (JKN) will organized by BPJS Health. In principle, BPJS

Health in organizing service health must cooperate with health facilities through a agreement cooperation. Implementation cooperation guided by a governing agreement rights and obligations of each party as well as related regulations so that in its implementation not can violate agreement. One of fill agreement cooperation is arrangement about payment for replace all over operations that have been given Health Facilities to BPJS Health patients. For First Level Health Facilities (FKTP) is paid in a way capitation by BPJS Health, namely paid in advance per person per month. Whereas for Advanced Level Referral Health Facility (FKRTL) is paid through listed rates in package through system pattern payment Indonesian Case Based Group (INA CBGs) by BPJS Health. BPJS health is mandatory pay health facilities on services that have been given no later than 15 (fifteen) days Work.

after file claim accepted complete and correct. Related claim hospital service to BPJS Health frequently found problems, such as nonconformity proposed rates with listed rates in INA CBGs package and paid by BPJS Health, or lateness payment claim by BPJS Health. BPJS Health is often late pay claim for replace cost incurred hospital at times patient accept medical facility. There is lateness payment claim by BPJS Health to hospital what we can be certain of is affect the house's cash flow sick. For ensure fulfillment right hospital required exists something certainty as form protection law if happen lateness payment claim by BPJS Health. Based on description on so will discussed about Legal Protection for hospital to lateness payment claim by BPJS health.

2. METHODOLOGY

This study adopt method juridical normative, which focuses on analysis to regulation legislation, documents policies, as well literature relevant laws with Legal Protection for hospital to Lateness Payment Claims by BPJS. Approach this chosen for deepen framework governing law Legal Protection for hospital to Lateness Payment Claims by BPJS, evaluate obedience to norm existing laws, and identify challenge law emerging in implementation at hospital. Analysis done through collection of sourced secondary data from regulation legislation, jurisprudence, documents policy government, articles journal scientific, books and other related sources with subject study. Approach this possible researcher For understand and interpret framework law in a way comprehensive, as well analyze the implications to health financing in hospital. In this study is expected can give based recommendations proof for strengthen protection law and overcoming challenge in Legal Protection for hospital to Lateness Payment Claim by BPJS, all at once support enhancement quality service health.

3. RESULTS AND DISCUSSION

Hospital hold role important to enhancement degrees health public. Obligation hospital as Provider Health Services (PPK) are give service to patient and entitled accept payment claim on services that have been given to BPJS Health and BPJS Health participants are obliged for do payment claim to hospital on service health that has been given in accordance agreement. Based on fill agreement existing collaboration made by the parties, in Article 4 paragraph (2) BPJS Health has an obligation pay bill cost on service health that has been given hospital no later than 15 (fifteen) days work since document claim accepted complete and correct. Regarding the payment process recent claim by BPJS health this often happen lateness. One of reason lateness is because condition current BPJS Health finances this is the medium one experience deficit. BPJS Health already turning 5 (five) years old since switch from PT. Askes (Persero) on January 1 2014. However, there is a problem the deficit experienced by BPJS Health is not can considered trivial. This moment is BPJS Health experience deficit amounting to IDR 16.5 trillion and has received bailout funds amounting to IDR 4.9 trillion from ministry finance. There is lateness payment claims by BPJS Health have an impact on potential deficit *cash flow* hospital. One of method for protect interest hospital is with give protection law. Protection law is protection use means law or protection provided by the law to which it is addressed to protection to interests certain, ie with



make necessary interests protected the in a right law. Can said that protection law is protection provided with based law and legislation. Rights and obligations is something that doesn't can separated and each party entitled for get fulfillment in accordance what has become his rights. Something interest is target rights, not only because protected by law but also because exists a confession to the right. Right not only contain element protection and interests but also desire. Rights and obligations hospital in a way special has arranged in agreement cooperation guided by Minister of Health Regulation Number 71 of 2013 concerning Health Services in National Health Insurance (PMK No. 71 of 2013) and Law Number 17 of 2023 concerning Health. One of obligation hospital is implement and support appropriate health insurance programs provision legislation. Right hospital is get rewards service service and get protection law in carry out service health. When hospital has do his obligations for give service, then hospital entitled get fulfillment his rights from party other for get payment claim. On protection law according to the SJSN Law and the BPJS Law together with regulation implementation and Minister of Health Regulation Number 28 of 2014 concerning Guidelines Implementation of the National Health Insurance Program (PMK No. 28 of 2014) was carried out through mechanism complaint. Besides with mechanism complaints, protection is also regulated other laws as receptacle for interest hospital about certainty right payment claim by BPJS Health in A regulations norm law or regulation legislation related .

Fine Lateness

Arrangement rights and obligations in something agreement cooperation related with something must achieve fulfilled by the parties in something agreement. According to provision article 1365 of the civil code everyone who gives rise to it loss can asked accountability. BPJS health not can late in pay bill claims submitted by health facilities. There is threat penalty form fine regulated delays in Presidential Decree No. 82 of 2018. concerning Health Insurance Article 76 paragraph (6) which states : " In BPJS Health does not do payment exceed limit time provision payment namely no later than 15 (fifteen) days work since file accepted complete and correct, then BPJS Health is required for pay fine to FKRTL, namely by 1% (one percent) of the required amount paid for every 1 (one) month lateness ". Every agreement always load clause about responsibility answer accompanied penalty if violate rules that have been agreed. Provision fine lateness above, be guidelines arrangement clause about fine lateness for BPJS Health as change make a loss to hospital the pain poured out in Article 11 paragraph (8) of the agreement cooperation about Reinforced sanctions Again in Appendix II to the Agreement cooperation between BPJS Health and hospital. Basically meaning or objective from agreement cooperation between BPJS Health and House Sick hospital from facet protection law for the parties No only BPJS Health, but also for party hospital for give certainty due rights obtained that arises from implementation agreement cooperation. Moment agreement cooperation that born, then applies the principle of *pacta sunt servanda* as form certainty law form consequence regulated agreement in Article 1138 paragraph (1) Civil code where strength tie from a agreement made in a way valid and full binding on the parties in accordance fill contract worthy constitution. In matter accountability lateness payment claim by BPJS Health which FKRTL is the injured party, then BPJS Health must follow provision applicable sanctions.

Supply Chain Financing (SCF)

Since beginning implemented, BPJS Health collaborates various partner banking with develop products and features banking as part from service public. Products and features this Keep going developing, including one program called *Supply Chain Financing* (SCF). This SCF program is a special bank financing program given to health facilities BPJS Health partner for help acceleration reception receivables (bills claim service BPJS Health) via taker diversion *invoice* before payment due date. For guard *cash flow* or liquidity finance hospital, BPJS Health entered into a



memorandum of understanding (MoU) with several partner banks Good national nor private for give benefit financing bill service health via SCF. Hospital what we can be certain of is requires payment funds claim immediately for cost operational. As form protection for FKRTL against lateness payment claim by BPJS Health then hospital can take advantage of the SCF program for ensure implementation service to participant guarantee health. This SCF program as bridge for help health facilities in supply funds or get payment claim from BPJS health more quickly for liquidity finance hospital still walk good. The SCF program is regulated in a way general in agreement cooperation between hospital with BPJS health and so on technical done past agreement cooperation between the Bank and hospital as definite regulations. There is synergy cooperation between BPJS Health and the Bank, namely form from effort protection law for hospital if later BPJS Health will not can pay bill claim in accordance due so rights hospital protected certainty the law with this SCF program. Which become weakness is exists system flower in borrowing financing through this SCF program. That matter Can just burdensome party House Sick if amount flower no comparable with fine lateness. Hospital of course has protected with exists fine 1% delay (one percent), however if hospital do SCF lending with amount the interest charged by the bank is more from fine 1% delay (one percent) then FKRTL or House Sick will are in a disadvantaged position, except If magnitude flower more small from fine lateness or The same big. If hospital still wait lateness payment from BPJS health while home cash flow sick no balanced, then will happen problem liquidity finance. However if hospital carry out the SCF program will give rise to problem again about bank interest. From borrowing the only can allocated for operational just no including service because of borrowed funds no including income hospital. SCF program itself only arranged in agreement cooperation or not there is regulation legislation that is special arrange regarding the program.

Completion Dispute

About solution dispute has arranged in Presidential Decree No. 82 of 2018 Article 91 paragraph (3) which confirms solution dispute moreover formerly held in a way discussion between the parties. Then paragraph (4) explains if dispute not can resolved in a way deliberation, then will resolved through the advisory council clinical, with method mediation, or court. Completion problem or one of the disputes faced is lateness payment bill possible claims resolved through track court (litigation) or solution through track outside court (non- litigation). From the provisions that, then solution problem moreover formerly must done in a way deliberation and if in discussion no achieved agreement so resolved with method mediation or through court. Like as listed in Article 14 of the agreement cooperation made for implementation claim walk with good and not someone has been harmed.

The ending Agreement

Something agreement cooperation can disconnected before limit time usually caused by actions default committed by one of them party who can harm party other. From aspect law agreement actually BPJS health owns it arrears a number of month payment can just said has do default. On agreement existing collaboration made hospital with BPJS health allows the parties for can end/stop agreement before the end period time one of the agreements because exists regulated default in Article 12 paragraph (1) letter cancellation agreement applies in a way automatic when the party whose rights it is disadvantaged determine time termination agreement or not need give announcement in a way written to the violating party agreement. However, in matter hospital mean end agreement in a way unilateral before the end period time must tell announcement written to BPJS Health for at least 3 (three) months previously. Termination agreement no remove obligation the party doing it default for restore default. About termination agreement cooperation allowed done by one party if happen default, that is there is justice or protection equality between second split party. Agreement cooperation this also determines where else exists overriding clause termination agreement based on provision civil code, stated in Article 12 paragraph (3) of the



agreement cooperation that : “The parties with this agreed for rule out enactment provision in Article 1266 Civil Code as far as is required necessary something decision or determination judge/court moreover formerly in cancel/terminate something agreement.” To Article 12 paragraph (3) is the one that overrides it Article 1266 Civil Code applies *the principle of lex specialis derogate legi generalist* stated that second regulation arrange the same thing so nature of regulations special rule out nature of regulations general. Agreement cooperation still legitimate although done with rule out provision law agreement because agreement made based on agreement of the parties applies as constitution for they made it. Connection law agreement between hospital with BPJS health is different with connection law business, so application based on provision law agreement actually not as easy as it gets that applied to the case arrears lateness payment the claim by BPJS health. Substance and politics law the establishment of BPJS Health is not simply oriented business, but rather far more wide that is as effort realize well-being public in maintenance guarantee health.

4. CONCLUSION

Hospital have obligation give service to patient BPJS participants and BPJS Health obligations are do payment claim House Sick in accordance agreement. There is lateness payment claims by BPJS Health of course will effect on *cash flow* hospital. One of method for protect interest House Sick is give protection law to lateness payment claim by BPJS Health. Protection given law the first time is use mechanism complaint. Besides that protection is also regulated more laws Specific that is exists fine lateness for the referring BPJS Health on the Regulations President Number: 82 of 2018 and agreement cooperation, SCF program for maintain house cash flow pain, resolution dispute carried out in a way deliberation and termination agreement if one party proven do regulated default in agreement cooperation.

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