


Analysis of the Cooperation Agreement between the Health Social Security Administering Agency (BPJS) and Hospitals on Determining Postponed Claims at the Datu Beru Takengon Regional General Hospital, Central Aceh

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Article Info	ABSTRACT
Keywords: BPJS Cooperation Agreement, Deferred Claims	This study examines the Cooperation Agreement between the the Social Security Provider (BPJS) for Health and Hospitals and how it impacts the delay in claim payments at RSUD Datu Beru Takengon in 2023. The research employs a juridicalempirical method focusing on the analysis of the Cooperation Agreement documents. The findings reveal that coding discrepancies are the major cause of claim delays, with a total of Rp 4,370,529,800 in delayed claims throughout 2023. While the cooperation agreement outlines rights and obligations for both parties, it lacks specific attention to resolving delayed claims. Therefore, the agreement needs improvement by emphasizing the prevention of claim delay cases to avoid negative impacts on hospitals and healthcare services.
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INTRODUCTION

Regulations on agreements, also known as contract or engagement law, are one of the regulations that we often hear in Indonesian society. According to (Tirtodiningrat, 1996) "what is meant by agreement is a legal act based on an agreement between two or more people to give rise to legal consequences permitted by law". Apart from that, Article 1313 of the Civil Code states that "an agreement is an act by which one or more people bind themselves to one or more people", which means that an agreement is an agreement that has binding legal consequences for the parties bound by the agreement. Agreements are divided into two categories: obligatory agreements and non-obligatory agreements. The agreement between the Hospital and BPJS Health is in the obligatory category, which means that someone must provide or pay something (Komariah, 2002). Hospitals engage with BPJS in the form of a Cooperation Agreement, which becomes the binding basis for implementing the mandate of the National Social Security System (SJSN) for the implementation of health service efforts in Indonesia.

To benefit from national health insurance, health facilities must collaborate with the Health Social Security Administering Body (BPJS) as stated in Article 11 letter e of Law Number 24 of 2011 concerning the Social Security Administering Body (BPJS). This collaboration agreement is valid for 1 (one) year and can be extended for another 1 (one) year after the Health Social Security Administering Agency (BPJS) carries out recredentialing to hospitals that will continue the collaboration.

Several terms used in the agreement between the Health Social Security Administering Agency (BPJS) and hospitals are dispute claims, expired claims, eligible claims, pending claims, regular claims, follow-up claims, and the claim is not feasible. A pending claim is a claim that has been verified but cannot be paid due to an administrative error. This payment process must go through a verification process and if it is complete and proven by an official report of file shortages, then a claim can be submitted. However, if the claim file is still incomplete and still requires confirmation, then the file will be returned to the hospital (Valentina et al, 2022).

Claim files that are returned and require confirmation are known as pending claims which will later be paid in the following months after the process of completing the files and confirmation is complete. However, pending claims cannot be held in the hospital for more than 6 months because they will become expired claims and cannot be paid again. Delays in payment of claims are a big problem that affects hospital cash flow. A study using the Scoping Review Method found that in the 2014-2022 period the most causes of delays in claim payments were due to incompatibilities between administration and diagnostic coding (Immanuel et al, 2022).

There are three main problems faced by hospitals due to delays in claim payments: 1) disrupted drug availability, 2) decreased performance of doctors, 3) poor maintenance of medical equipment Thabrany (2018). Datu Beru Regional General Hospital (RSUD Datu Beru) is a Regional Public Service Agency (BLUD) that has collaborated with BPJS Health since 2014. This collaboration is extended every year and participation covers around 95% of visits.

This study aims to evaluate how well the cooperation agreement between the Social Security Administering Body (BPJS) for Health and hospitals regulates and prevents delayed claims at RSUD Datu Beru Takengon in 2023. This research was conducted to analyze the extent of the Cooperation agreement between BPJS Health and hospitals in managing and preventing delayed claims at Datu Beru Takengon Regional Hospital in 2023 as well as analyzing the number of delayed claims that occur and what factors influence delays in payment of these claims.

METHODS

Juridical-empirical research methods were used in this research. The main focus is on analyzing legal documents and seeing how the Cooperation Agreement document between the Health Social Security Administering Body (BPJS) and Datu Beru Takengon Regional Hospital in 2023 is implemented. As an important part of data processing, data analysis is carried out using qualitative descriptive methods, including a statutory approach, an analytical

approach and a normative-comparative approach. To reach conclusions, a systematic interpretation method is used. This means that a legal product is interpreted and linked to other legal products related to the research subject. In this way, the data collected can be analyzed and conclusions drawn.

RESULTS AND DISCUSSION

Results

The nominal amount of the pending claim

From Table 1, it can be seen that the data collected from January to November 2023, the highest claim delays were in August amounting to IDR. 1,156,391,900, with a percentage of cases of 4.59% of the total cases for that month. Meanwhile, the lowest was in June, namely Rp. 8,54,800, with a percentage of cases of 0.12% of the total cases for that month.

The total nominal amount of claims pending during January-November 2023 at Datu Beru Takengon Regional Hospital, Central Aceh is IDR. 4,370,529,800.

Table 1. Nominal Amount of Postponed Claims

Month	Percentage of Cases	Nominal Claim
January	0.21%	20.819.800
February	1.60%	213.065.700
March	3.59%	407.622.500
April	1.12	139.114.900
May	2.89	355.952.500
June	0.12	8.454.800
July	1.71	420.235.200
August	4.59	1.156.391.900
September	0.77	127.251.700
October	4.66	678.430.500
November	6.04	843.190.300
Total	27.29	4.370.529.800

Factors causing claims delays

From graph 1, it can be seen that the biggest factor causing claims delays is due to coding mismatches, namely 53%. Minister of Health Regulation no. 27 of 2014 explains the basis for grouping in INA-CBGs which uses the ICD-10 codification system for diagnosis and ICD-9-CM for actions/procedures and service output.

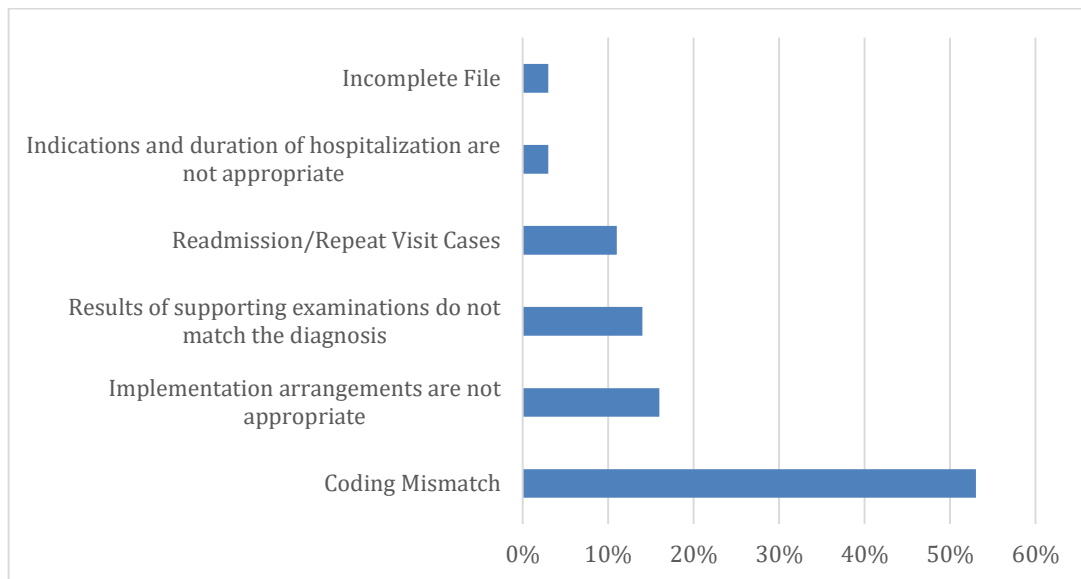


Figure 1. Factors Causing Claim Delays

Discussion

Cooperation agreements in the field of health services are very important to ensure the continuity of health services. Health facilities are needed to provide the best health services for the community. By applying the legal principle of an open system, everyone is permitted to enter into agreements, both those that have been regulated and those that have not been regulated by law (Amir, 1997). The cooperation agreement between the Hospital and the Health Social Security Administering Agency (BPJS) provides rules, rights and obligations for each party. This allows both parties to know and take responsibility if something untoward happens.

For the validity of an agreement, Article 1320 of the Civil Code stipulates four conditions: "1) there is an agreement between both parties, 2) the ability to carry out legal actions, 3) the existence of the object of the agreement, and 4) the existence of a lawful cause." The first and second conditions are referred to as subjective conditions because they relate to the parties entering into the agreement, while the third and fourth conditions are referred to as objective conditions because they relate to the object of the agreement. In implementing a standard agreement, it is very necessary to apply the principle of balance so that both parties have an equal bargaining position. Because neither the agreement nor the clauses can/are impossible to negotiate or offer by other parties (Budiono, 2006). An imbalance of position in a standard agreement can occur for several reasons: 1. The maker of the standard contract usually has greater power in resources such as economics, technology, or science than the party receiving the contract; 2. Contracting parties are sometimes faced with a "take it or leave it" choice in the contract, especially when they are faced with an unbalanced contract object. 3. The party receiving the standard contract usually signs the

contract because of the need for the object of the contract. 4. One party has greater power or authority than the other party.

To fulfill the principle of balance in this agreement, in article 2 it is stated that "the purpose of this agreement is to carry out equal cooperation in the provision of Advanced Health services for Health Insurance participants". Equality in this agreement must also reflect justice which is interpreted as actions or treatment that are balanced and in accordance with the provisions (Salin and Salim, 2001). In the agreement between the Social Security Administering Body (BPJS) for Health and hospitals, it is found that the definition of pending claim is a claim that has been verified but cannot be paid due to incomplete administration, it is still in the confirmation process. 17 If we refer to several studies that examine the existence of pending claims in a hospital, a very significant percentage will be seen and has the potential to disrupt the hospital's cash flow. For example:

The study, which analyzed 35 studies out of 530 research studies collected using the scoping review method from publications from 2014 to 2022, found that the magnitude of delays in payment of JKN patient claims was around 2.5-47.7% per month. 18 Studies in inpatient wards in several Type B and C hospitals in West Sumatra found that the percentage of claims payment delays was 3-35.4% per month.

Researcher at RSUPN Dr. Cipto Mangunkusumo conducted a preliminary study which found that 788 of 2539 inpatients in January 2020 experienced claims delays. In a research based on inpatient BPJS claims data found at RSAB Harapan Kita in 2019 of 7572 inpatient claim files, it showed that 972 claim files were still pending. According to Endang Pratiwi et al. (2022), every legal objective must fulfill three aspects: Justice, Certainty, and Benefit. Therefore, regulations or legal products created by law makers must always fulfill these objectives so that the law can run perfectly. An agreement is basically an agreement to achieve a goal in a way that is beneficial for each party. In accordance with the Utilitarian School of Benefit theory, the aim of the cooperation agreement between the Hospital and the Health Social Security Administering Agency (BPJS) is to provide benefits for both parties.

The high number of delays in payment of claims every month shows that determining whether a claim is worth paying is difficult because it has to go through a convoluted process, which greatly disrupts the benefits of the cooperation agreement. The claim verification process will check the claim file for completeness and suitability. Including suitability of diagnosis codes, conformity to rules, and the results of agreements with the quality control and cost control teams. So repairing pending claims requires a long and accurate time so that the results match the claims submitted.

Determining the time for pending submissions not to exceed 6 (six) months is a problem of time discrimination which should not exist. There should be no expiry date when submitting claims, as is the case with disputed claims, so that the benefits of health services can be felt to the maximum because health services have been provided. Delays in payment of claims by BPJS Health are a major problem that affects the financial condition of hospitals. In article 4 regarding rights and obligations in the agreement, it is stated that BPJS Health must provide "clear reasons" for existing pending claims.

This understanding of "clear reasons" needs to be emphasized or explained based on legal rules or standard agreements. If the reason for the delay in payment of this claim is based on the definition of a pending claim, namely due to administrative incompleteness and it is still being confirmed, it turns out that there are still many cases found where the reason for this pending is not clear. For example, a study conducted at the South Tangerang City Regional Hospital found that 7.7% of claim files with complete information and 3.6% of claim files with the correct main diagnosis code were still returned by BPJS Health. If both parties do not reach an agreement on the resolution of this pending claim, then both parties can continue to resolve the claim issue into a dispute claim. According to article 9 regarding the resolution of dispute claims, this can involve external parties and applies nationally. In the BPJS Health text with the Datu Beru regional general hospital, it is not explained in detail regarding the handling of pending claims. This is different from expired claims and dispute claims which have their own articles. Considering the high number of pending claims, it is appropriate that this pending issue be written into a special article that regulates it in more detail and depth.

CONCLUSION

That the cooperation agreement between Hospitals and BPJS Health has a crucial role in regulating relationships and providing health services to national health insurance participants. The claim payment process by BPJS Health to Hospitals has a major impact on the operations and quality of health services, where delays in claim payments can cause various problems, such as disrupted drug availability and decreased doctor performance. By evaluating the effectiveness of collaboration agreements and the factors that influence delays in claim payments, this research is expected to provide valuable insight for Datu Beru Takengon Regional Hospital in improving drug supply management and operational efficiency, so that health services to the community can be significantly improved.

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