

EMPLOYMENT AGREEMENT BETWEEN HOSPITALS AND THE HEALTH SOCIAL SECURITY MANAGEMENT AGENCY (BPJS) REVIEWED FROM THE LAW OF ENGAGEMENT IN INDONESIA

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Abstract

The purpose of this study is to analyze the employment agreement between hospitals and the Health Social Security Administration Agency (BPJS) in Indonesia from the perspective of contract law. The method used is normative juridical with a literature study approach, which examines laws and regulations, cooperation contracts, and related legal doctrines. The analysis was carried out qualitatively through the interpretation of legal norms and comparison of the practice of implementing work agreements. The results of the study show that the work agreement between the hospital and BPJS Kesehatan is a legally binding contract based on Law Number 24 of 2011 and its implementing regulations. This agreement regulates the rights and obligations in detail for both parties, such as the payment of claims by BPJS and the hospital's obligation to provide services according to standards without additional charges. The implementation of the agreement faces the challenge of power imbalance where BPJS applies the clause unilaterally. The dispute resolution mechanism is prioritized through deliberation and mediation, and if it is not achieved, it can be forwarded to the Clinical Advisory Board or the district court. Serious violations such as fraud can proceed to the criminal realm, but civil disputes must still be resolved to uphold the rights and obligations of the parties.

Keywords: *Employment agreement; BPJS Kesehatan; law of engagement.*

INTRODUCTION

Work agreements between hospitals and the Health Social Security Administration Agency (BPJS) have a very significant role in the health service system in Indonesia. This cooperative relationship is not just administrative, but also a legal instrument that regulates the governance of health services for people who are participants in the National Health Insurance (JKN) program (Fitrianingtias, 2021). Through the agreement, hospitals obtain clarity regarding service obligations and the mechanism for payment of claims for services that have been provided to participants, while BPJS Kesehatan has a legal basis to supervise the quality and efficiency of the services provided.

The regulation that underlies the employment agreement refers to Law Number 24 of 2011 concerning the Social Security Administration Agency as well as a number of derivative regulations such as the Presidential Regulation and the Regulation of the Minister of Health. These provisions ensure that the agreement made meets the legal elements of the agreement as stipulated in the Civil Code, namely the agreement of the parties, legal competence, certain objects, and halal causes. This legal structure ensures legal certainty for hospitals and BPJS

Kesehatan in carrying out their respective roles and responsibilities in the field of public health services.

The implementation of the agreement includes a detailed arrangement of rights and obligations. Hospitals have the right to receive claim payments for services provided to JKN participants and are obliged to provide services in accordance with medical standards and operational procedures (Amran, 2023). BPJS Kesehatan has the right to evaluate the quality of service, reject inappropriate claims, and be obliged to pay valid claims on time. Meanwhile, BPJS participants have the right to receive fair, quality, and non-discriminatory services, and have the obligation to pay contributions so that the health financing system can run sustainably (Dewi, 2021).

The implementation of the employment agreement between the two parties cannot be separated from the potential for differences in interpretation or violations of the agreed provisions. In such situations, dispute resolution is generally prioritized through deliberation and mediation. If a peaceful settlement is not reached, the dispute can be pursued through the Clinical Advisory Board or the district court in accordance with applicable regulations. If elements of serious violations such as fraud are found, it can continue to the realm of criminal law, but civil settlement is still needed to ensure the fulfillment of the rights and obligations of each party fairly.

The cooperation agreement not only regulates the technical aspects of health services, but also includes the mechanism for payment of claims, supervision, and evaluation of service implementation. This is important so that the services provided can run transparently and accountably, and avoid potential irregularities that harm participants and organizers. In addition, this agreement also regulates the rights of participants as service recipients, including protection against discrimination and collection of fees outside of applicable provisions. Thus, this agreement is an important instrument in maintaining a balance between the interests of hospitals as service providers and BPJS Kesehatan as health social security providers.

From the point of view of contract law in Indonesia, this employment agreement is a legally binding contract between two parties who have clear rights and obligations. This agreement must meet the principles of the agreement such as good faith, agreement of the parties, and legal certainty in order to be effectively implemented. The legal provisions that govern this agreement cover various aspects ranging from the formation of the agreement, implementation, to dispute resolution in the event of a violation.

LITERATURE REVIEW

Employment Agreement

An employment agreement is an agreement between a worker and an employer that regulates the rights and obligations of each party during the employment period. This document is the legal basis for employment relations and guarantees legal certainty for workers and employers. The content of the employment agreement usually includes wages, working hours, leave, rights and obligations, sanctions for violations, and termination mechanisms. The agreement is written evidence that can be used as a reference in the event of a dispute between workers and the company. In addition to legal aspects, employment agreements also reflect the

principles of fairness and balance between the interests of workers and employers (Telaumbanua, 2020).

Employment agreements can be divided into several types, such as fixed-time employment agreements, non-fixed-time employment agreements, and project employment agreements. Each type has different characteristics and legal provisions, such as the duration of work and the provisions of termination of employment. The implementation of clear employment agreements will help prevent industrial conflicts and strengthen professional relations between workers and companies. The clarity of the content of the agreement also encourages productivity, as both parties understand the rights, obligations, and expectations that must be fulfilled during the service period (Safrida, 2025).

Hospital

Hospitals are health service facilities that provide various types of medical services, ranging from prevention, diagnosis, treatment, to patient rehabilitation. This institution not only serves inpatients, but also outpatients and emergency departments. Medical personnel who work in hospitals, such as doctors, nurses, and other health workers, play an important role in maintaining public health. In addition to medical services, hospitals usually also provide supporting facilities such as laboratories, radiology, pharmacies, and administrative rooms to support smooth operations (Adhani, 2021).

The hospital has an organized organizational structure to ensure that services run effectively and efficiently. Each unit has specific responsibilities, for example the emergency department handles critical cases, while the inpatient unit facilitates the long-term care of patients. The hospital's management system includes standard operating procedures, human resource management, risk management, and service quality monitoring. The existence of hospitals in the community not only helps save lives, but also acts as a center for health education, medical research, and health promotion to improve the quality of life of the community (Darmawan, 2021).

Social Security Administration

The Social Security Management Agency (BPJS) is an institution tasked with organizing social security programs for the community, such as health insurance and employment insurance. This institution aims to protect the community from social and economic risks arising from illness, work accidents, retirement, or death. The social security system managed by BPJS is mandatory for all workers and certain communities, thereby creating a sense of security and social stability. The management of contributions, participant services, and benefit guarantees is carried out in a structured and accountable manner to ensure the sustainability of the social security program (Asyhadie et al., 2024).

BPJS also has a strategic role in increasing public access to health services and social protection. This institution collaborates with various health facilities, such as hospitals, clinics, and pharmacies, to provide affordable and equitable services. In addition, BPJS also monitors and evaluates the quality of services, ensures transparency in the use of funds, and socializes the rights and obligations of participants. The role of BPJS is important to create an inclusive social system, where every citizen has basic protection against unexpected life risks (Chumaida et al., 2021).

RESEARCH METHOD

This study uses a normative juridical method that focuses on the study of written law as the main material in analyzing the work agreement between the hospital and BPJS Kesehatan. This approach focuses on the legal norms contained in laws and regulations, cooperation contracts, and relevant legal doctrines and principles. The normative juridical method is used to examine the suitability of the implementation of the agreement with the applicable legal provisions, both in terms of validity, the implementation of rights and obligations, and the dispute resolution mechanism (Nurhayati et al., 2021).

The data collection technique is carried out through library *research* which includes searching for various primary, secondary, and tertiary legal sources. Primary legal sources include laws and regulations such as Law Number 24 of 2011 concerning the Social Security Administration Agency, Law Number 40 of 2004 concerning the National Social Security System, the Civil Code, and implementing regulations related to health service cooperation. Secondary legal sources consist of literature, journals, research results, and legal expert opinions, while tertiary legal sources in the form of legal dictionaries and encyclopedias are used to clarify the terms used.

Data analysis is carried out qualitatively through the interpretation of relevant legal provisions and a comparison between legal norms and their implementation practices. The data that has been collected is elaborated and categorized based on the legal problems being researched, then analyzed to find suitability, differences, or potential conflicts of norms. The results of the analysis are used to draw descriptive-analytical conclusions about how the legal provisions regulate the relationship of engagement in the employment agreement between the hospital and BPJS Kesehatan, and the extent to which its implementation reflects the principles of justice and legal certainty.

RESULT AND DISCUSSION

Legal Provisions of the Agreement Governing Employment Agreements between Hospitals and BPJS Kesehatan in Indonesia

The provisions of the agreement law that govern the employment agreement between hospitals and the Health Social Security Administration Agency (BPJS) in Indonesia are based on a number of complementary laws and regulations. The main basis of this agreement is Law Number 24 of 2011 concerning the Social Security Administration Agency which gives authority to BPJS Kesehatan to make and terminate cooperation contracts with health facilities. Presidential Regulation Number 82 of 2018 also regulates the implementation of health services in the National Health Insurance (JKN) program, which includes all health facilities that collaborate with BPJS Kesehatan. Regulation of the Minister of Health Number 71 of 2013 is a technical rule that regulates the terms and conditions of health facilities in establishing such cooperation (Apriliani & Bawamenewi, 2024).

This cooperation agreement is a legally binding contract between the hospital as a health service provider and BPJS Kesehatan as a social security provider. In Indonesian contract law, this contract must meet the conditions for the validity of the agreement as stipulated in Article 1320 of the Civil Code (KUHPercivil), namely the agreement of the parties, the ability to make an agreement, a certain thing, and a halal cause. This agreement is

embodied in a written agreement that clearly contains the rights and obligations of both parties. Hospitals are required to meet the administrative and technical requirements that have been set in order to become a partner of BPJS Kesehatan.

The substance of the cooperation agreement covers the scope of advanced referral health services that must be provided by hospitals to JKN participants. This agreement regulates the right of the hospital to obtain claim payment for services that have been provided within a certain period of time, usually no later than 15 working days after the complete claim documents are received. The hospital's obligations include providing services according to applicable standards, timely service reporting, and complying with the provisions that have been agreed upon in the agreement and related laws and regulations. BPJS Kesehatan has the right to evaluate and supervise the implementation of the agreement (Jabbar, 2020).

The provisions regarding default or breach in the agreement are also set out in detail. If one of the parties commits a default, such as late payment of claims by BPJS or the hospital's non-compliance with service standards, the aggrieved party can provide a letter of reprimand or warning up to three times with a certain grace period. If the default is not remedied, the agreement may be effectively terminated. The termination of the agreement must be done in writing and the hospital is required to give at least three months' notice in advance if it wants to terminate the contract unilaterally. Liability for default remains in effect even after the agreement has expired.

This cooperation agreement also emphasizes that government hospitals are required to become partners of BPJS Kesehatan, while private hospitals can cooperate if they meet the set requirements. These requirements include the possession of an operational license, a health worker practice license, a taxpayer identification number, and a willingness to comply with the provisions of the JKN program. This agreement not only serves as a legally binding tool, but also as an instrument to ensure fair, equitable, and quality health services for JKN participants, while maintaining legal certainty for both parties in the implementation of the national health social security program (Pratiwi et al., 2018).

This cooperation agreement is designed to provide legal certainty and ensure fair and equitable health services for JKN participants. This certainty is not only formal, but must also be reflected in the implementation of the contract that binds both parties clearly and consistently. This requires a balanced agreement and mutual respect for the rights and obligations of each party so that the goals of the agreement can be achieved optimally.

The principle of *pacta sunt servanda* places an agreement as a law for the parties who make it, so that the cooperation contract between the hospital and BPJS Kesehatan must be carried out in accordance with the agreed content. This principle requires free consensus and good faith in the formation and implementation of agreements. Equality of position of the parties is a prerequisite for the contract to be not only legally valid, but also fair and legally accountable.

The reality of contract implementation shows that there is an imbalance of power, where BPJS Kesehatan determines important clauses unilaterally through internal regulations such as the Board of Directors Regulation Number 28 of 2021 and Circular Letter No. 1 of 2024. The regulation is implemented on a take it or leave it basis without any substantive negotiation space for hospitals. This condition obscures the meaning of the principle of *pacta sunt servanda*

which requires mutual agreement, thus creating challenges in realizing a truly equal and just cooperative relationship.

Rights and Obligations Regulated in the Employment Agreement between the Hospital and BPJS Kesehatan

The rights and obligations in the work agreement between the hospital and BPJS Kesehatan are regulated in detail to ensure the smooth implementation of the National Health Insurance (JKN) program. Hospitals as health service providers have the right to obtain claim payments in accordance with the services that have been provided to BPJS Kesehatan participants. This payment must be made by BPJS Kesehatan within the agreed period, usually no later than 15 working days after the claim is received and verified. The hospital's rights also include obtaining legal protection and security guarantees during the course of services, as well as the right to file objections or appeals in the event of a discrepancy in the payment of claims (Ritonga, 2020).

The obligations of hospitals in this agreement are very comprehensive, including the obligation to provide health services in accordance with professional standards and applicable medical service standards. Hospitals are required to serve BPJS participants without levying additional fees outside of the stipulated provisions, and not discriminating against JKN participants. In addition, hospitals must provide adequate facilities and infrastructure, including hardware and data communication networks that support the smooth administration of services. Another obligation is to provide information personnel and handle participant complaints, as well as to implement and support the JKN program in accordance with the provisions of the law.

BPJS Kesehatan as the social security provider also has rights and obligations regulated in the agreement. BPJS Kesehatan's rights include evaluating and supervising the implementation of services at partner hospitals, as well as verifying claims submitted to ensure validity and conformity with applicable procedures. BPJS has the right to sanction or terminate cooperation if the hospital does not fulfill the obligations that have been agreed. BPJS Kesehatan's obligations include timely payment of claims, providing clear and transparent information to hospitals regarding procedures and provisions, and ensuring the protection of participants while receiving health services (Solechan, 2019).

BPJS Kesehatan participants also have rights and obligations regulated in this cooperation agreement. Participants have the right to receive health services according to the class and type of services listed on the participant card, obtain information about rights and obligations, and submit complaints or complaints easily. The obligation of participants is to register as a participant and pay contributions according to applicable provisions in order to obtain health service benefits. The rights of participants must be maintained by hospitals and BPJS so that services run fairly and non-discriminatory.

This regulation of rights and obligations aims to create a harmonious cooperative relationship between hospitals and BPJS Kesehatan, which ultimately provides optimal health services to the community. This employment agreement also regulates a settlement mechanism in the event of a default, including giving a reprimand to termination of cooperation. This agreement must be implemented in good faith by both parties so that the JKN program can run

according to its purpose, which is to provide equitable and quality health protection for all participants.

Dispute Resolution Mechanism in the Employment Agreement between the Hospital and BPJS Kesehatan

The dispute resolution mechanism that can be applied in the event of a violation of the work agreement between the hospital and BPJS Kesehatan prioritizes deliberative settlement as the first step. If there is an allegation of fraud or a claim dispute, both parties are required to hold talks directly to reach a mutual agreement. This deliberation aims to solve problems without having to involve a third party and avoid protracted processes and high costs. If the deliberation does not reach an agreement, then the dispute can proceed to the mediation stage facilitated by a mutually agreed mediator or by an authorized institution, such as the Fraud Prevention and Handling Team formed by the local Health Office (Santoso, 2024).

Mediation is the most widely used dispute resolution mechanism because of its more flexible, informal, and peace-oriented nature. The mediation process involves negotiations guided by a mediator to help both parties find a mutually acceptable solution. The results of mediation are outlined in a written agreement that is legally binding on both parties. If mediation is successful, the dispute is considered resolved and does not need to proceed to other legal proceedings. However, if mediation fails or ends in a stalemate, then the parties can take a more formal dispute resolution route, such as arbitration or court.

If the dispute cannot be resolved through mediation, the next step is to resolve it through the Clinical Advisory Board or district court. The Clinical Advisory Council serves as a forum to resolve clinical disputes that cannot be resolved through deliberation or mediation. This forum aims to provide an objective assessment based on the applicable medical and regulatory aspects. If there is still no common ground, then the case can be submitted to the district court as a last resort to obtain a legally binding decision. The court will examine the evidence and arguments of both parties before deciding the dispute (Sriningsih, 2021).

In the event of a serious violation such as fraud or proven fraud, the dispute resolution process does not only stop at the civil aspect, but can continue to the criminal law realm. The handling of fraud involves investigation and enforcement by law enforcement officials in accordance with the provisions of applicable laws. However, the settlement of disputes related to the employment agreement must still be continued in a civil manner to resolve the rights and obligations arising from the violation. Administrative sanctions such as termination of cooperation contracts and sanctions by the Health Office can also be applied as a form of discipline enforcement against hospitals that commit violations.

The work agreement between the hospital and BPJS Kesehatan generally contains clauses that clearly regulate the dispute resolution mechanism, including the stages of deliberation, mediation, and court. This arrangement aims to provide legal certainty for both parties and prevent the escalation of conflicts that can disrupt health services to JKN participants. In addition, tiered dispute resolution allows for effective and efficient resolution, keeps cooperative relationships conducive, and ensures that participants' rights are protected. This mechanism is also in line with the legal principles of the alliance which emphasizes peaceful and fair dispute resolution (Sudrajat, 2020).

CONCLUSION

Based on the discussion above, it can be concluded that the legal provisions of the agreement that govern the employment agreement between hospitals and BPJS Kesehatan in Indonesia are based on Law Number 24 of 2011 concerning the Social Security Administration Agency and its implementing regulations such as the Presidential Regulation and the Regulation of the Minister of Health. The agreement is a legally binding contract and must meet the conditions for the validity of the agreement according to the Civil Code, namely the existence of an agreement, competence, certain objects, and halal causes. The rights and obligations in this agreement include the right of the hospital to obtain claim payment for the services provided as well as the obligation to provide services according to standards without levy outside the provisions, while BPJS Kesehatan has the right to conduct evaluation and supervision and is obliged to pay claims on time and provide transparent information. BPJS participants have the right to fair and quality services and the obligation to pay contributions according to the provisions. If there is a violation of the agreement, the dispute resolution mechanism is prioritized through deliberation and mediation, and if no agreement is reached, it can be forwarded to the Clinical Advisory Board or the district court, while serious violations such as fraud can proceed to the criminal realm but still require a civil settlement to resolve the rights and obligations of the parties.

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