



## The Responsibilities of General Practitioners in Hiring Internship Doctors in Independent Practices

Putu Bagus Redika Janasuta,<sup>1</sup> Mokhamad Khoirul Huda<sup>2</sup>

<sup>1</sup> Postgraduate Program of Law, Hangtuah University, Surabaya

E-mail: [Panggilsayabrj01@gmail.com](mailto:Panggilsayabrj01@gmail.com)

<sup>2</sup> Postgraduate Program of Law, Hangtuah University Surabaya

E-mail: [emka.huda@hangtuah.ac.id](mailto:emka.huda@hangtuah.ac.id)

### Article Information

Enter : 21 Februari 2023

Accepted : 07 April 2023

Rise : 30 April 2023

#### Keywords:

Health Law, Legal, Internship Doctor, Medical Services, Responsibilities

#### Corresponding Author:

Putu Bagus Redika Janasuta,  
[Panggilsayabrj01@gmail.com](mailto:Panggilsayabrj01@gmail.com)

#### DOI:

10.24843/KP.2023.v45.i01.p06

### Abstract

The government expects all health workers to be able to provide optimal quality health services without being forced into carrying out their duties and responsibilities, both in government and private hospital service facilities, independent clinics, and independent practice. When the general practitioner is unable to attend on a predetermined schedule, the replacement of medical services is replaced by an internship doctor. This study aims to analyze the legal norms and responsibilities of general practitioners who provide delegation to substitute doctors who are still with internship program status if medical negligence occurs at an independent clinic. The research method used normative juridical with a conceptual and legal approach. There is still a void in the legal norms in the legislation regarding the duties and roles of internship doctors in replacing medical services in independent clinics. The responsibility of a general practitioner who delegates duties to a substitute doctor who is still in the internship program status is mandatory. Thus, if medical negligence occurs at an independent clinic caused by medical services performed by an internship doctor, the general practitioner will also be responsible administratively, civilly, or criminally.

## 1. Introduction

Health is a resource that all humans have and is not a life goal that needs to be achieved. Health does not focus on being physically fit but includes a healthy soul where individuals can be tolerant and can accept differences.<sup>1</sup> The profession of a doctor or medicine is directly related to various important things in human life, namely health problems, life and death.<sup>2</sup> Its development in Indonesia, the medical profession is regulated in Law Number 29 of 2004 concerning Medical Practice (hereinafter referred

<sup>1</sup> Brook, Robert H. (2015). *Redefining Health Care System*. Santa Monica. California: The Rand Corporation. p. 585.

<sup>2</sup> M. Jusuf Hanifah. (2015). *Kedokteran dan Hukum Kesehatan Edisi 5*. Penerbit Buku Kedokteran EGC, p. 3.

to as the Medical Practice Law). In article 1 point 11 which states that the medical profession is a job that is based on a science, competencies obtained through tiered education, and has a code of ethics that serves the wider community.<sup>3</sup>

The existence of a law and regulation in the health sector, so that all levels of society know that medical personnel or medical personnel are obliged to have a minimum qualification in the form of a STR (Registration Certificate) and SIP (Practice Permit) which are contained in the Medical Practice Law and Ministerial Regulations. Republic of Indonesia Health Number. 2052/MENKES/PER/X/2011 Concerning License to Practice and Implement Medical Practices (hereinafter referred to as PERMENKES License to Practice and Implement Medical Practices). The obligation of the Medical Intensive Program is carried out and regulated based on the Regulation of the Indonesian Medical Council Number 1/KKI/PER/I/2010 in article 2 concerning Registration of Doctors for the Internship Program which reads that every doctor who will practice medicine independently in Indonesia must undergo an internship program in order to obtain a rank the ability to practice independently. Internship activities are carried out separately from medical education programs carried out by medical education institutions.<sup>4</sup>The medical internship program is obliged to fulfill the requirements as stipulated in fulfilling medical practice by having to have an STR issued by the KKI (Indonesian Medical Council) which is written in KKI regulation Number 1/KKI/PER/I/2020 article 4 paragraph (1).

The internship doctor is all doctors who have been sworn in as doctors and have an internship STR. The doctor's oath can be taken after the doctor has attended the learning process from the Doctor's Study Program which is KBK (Competency-Based Curriculum) and has passed the UKMPPD (Doctor Profession Program Student Competency Test) which will carry out medical practice to achieve proficiency and alignment between the results of education and practice in the field through an integrated, comprehensive, independent process, and using a family medicine approach. This internship doctor activity carries out primary service activities, consultation and referrals, Scientific medical and non-medical activities are in accordance with the SKDI (Indonesian Doctor Competency Standards) which refers to the Medical Practice Law in order to create doctors who are professional and proficient in serving each patient. If the doctor is unable to attend on a predetermined schedule, the doctor can ask for a replacement with another doctor. This has been regulated in the Regulation of the Minister of Health of the Republic of Indonesia Number 2052/MENKES/PER/X/2011 concerning License to Practice and Implement Medical Practices (hereinafter referred to as PERMENKES License to Practice and Implement Medical Practices) Article 26 paragraph (3), (4), and (5).

Jonathan Wibisono Tumali states that the internship doctor has the same authority as general practitioners in general.<sup>5</sup>Internship doctors also have a practice license which is

---

<sup>3</sup> M. Jusuf. *Op Cit.*,p.3.

<sup>4</sup> DAI. (2018). *Pedoman Pelayanan medis*. Jakarta: Badan Penerbit Ikatan Dokter Anak Indonesia, p. 5.

<sup>5</sup> Jonathan Wiisono Tumali, (2018), *Pertanggungjawaban Hukum Dokter Internship Dalam Hal Terjadi Kesalahan Medis*, *Tesis*, Program Studi Magister Ilmu Hukum Universitas Hang Tuah Surabaya, p.2.

limited to internship vehicles (one location), while general practitioners have three Practice Licenses with unlimited locations. Internship doctors have their own authority to make medical decisions for patients, although sometimes if there are difficulties they are expected to consult with the supervising doctor. Internship doctors have independent ethical, medical discipline and legal responsibility in the event of a medical error.

Rozi Kodarusman Warganegara states that clinical authority for Internship Program participants of Indonesian doctors has not been clearly regulated or limited in the PMK for Implementing Internship Programs, so that there are differences in the exercise of clinical authority by doctors at one hospital or health center in accordance with directions from the Medical Committee of the respective Hospital - respectively, which in general includes the implementation of medical procedures and health services. The form of legal protection for doctors participating in the Indonesian Doctor Internship Program is preventive protection or prevention in the context of protecting doctor trainees as legal subjects before an offense occurs.<sup>6</sup>

The urgency of this research was carried out because there is no law that regulates Interns Program Doctors as substitute doctors for general practitioners. This is because there is a legal vacuum regarding the rules for how long the doctor may be replaced. Therefore the author raises the title Responsibilities of General Practitioners in Employing Internship Doctors in Independent Practices. The aims of this study are 1) to analyze the legal relationship between general practitioners and interns in the act of providing medical services; and 2) Analyzethe responsibility of general practitioners who employ internship doctors in the event of medical negligence in independent practice.

## 2. Research Method

The type of research used a normative juridical (Legal Research). The research approach used a statute approach and a conceptual approach. Sources of legal materials using 1) primary legal materials consist of basic norms or principles of the Preamble of the 1945 Constitution, basic regulations, jurisprudence, treaties, and the Criminal Code (KUHP), the Civil Code (KUHPerdata). 2) Secondary Legal Materials in the form of all legal publications that are not official documents. Publications on law include textbooks or literature, legal dictionaries, scientific legal journals, and comments on court decisions. 3) Tertiary Legal Materials in the form of books outside the science of law but still related to the legal issues being discussed.

The technique for collecting legal materials was by accessing websites and journals that are published online related to the legal issues in this research. Data collection techniques in normative legal research are carried out by means of literature studies on legal materials, both primary legal materials, secondary legal materials, and tertiary legal materials. Methods of analysis of deductive legal material, namely stemming from a problem in general to matters of a special nature.

---

<sup>6</sup> Rozi Kodarusman Warganegara. (2019). *Perlindungan Hukum Terhadap Dokter Internsip Dalam Pelayanan Kesehatan Di Wahana Internsip (Rumah Sakit Dan Puskesmas) Wilayah Lampung*, Bandar Lampung: Tesis, Program Studi Magister Ilmu Hukum Universitas Lampung, p. 2.

### 3. Results and Discussion

#### 3.1 Legal Relations Between General Practitioners and Interns in Medical Services in Independent Practices

The purpose of holding an internship program provide opportunities for new doctors who have graduated from the competency-based Medical Education Study Program to apply and practice the competencies acquired during their education in order to align the results of education and practice in the field, in which these internship doctors are given an opportunity or experience doing UKP (Individual Health Promotion) for 8 (eight) months, and SMEs (Community Health Efforts) for 4 (four) months<sup>7</sup>. In implementing the UKP program, an internship doctor is required to carry out these activities by carrying out actions in the fields of Medical Cases, Surgical Cases, Emergency Cases, Psychiatric Cases, and Death Cases. Whereas in UKM an internship doctor participant carries out these activities by carrying out the same actions at the UKP coupled with the Prevention and Management of Infectious / Non-communicable Diseases, Prevention and Management of Malnutrition and Stunting, Education on Environmental Sanitation (living environment, cleanliness in food processing and drinks), Health promotion activities, Health Center Management, Disaster Management, Management of ordinary cases and extraordinary cases).

During the internship program, the internship program doctor as a participant must prepare and present at least 5 (five) case reports in clinical meetings, namely 1 (one) case of ethical problems, 3 (three) interesting cases (such as medical cases, surgical cases, and emergency cases), and 1 (one) death case along with family data. All of this data is recorded in the intern participant's log book, at least every 3 months reported to and signed by the accompanying doctor.<sup>8</sup> The internship program is principally a form of pre-registration education which is an integral part of the KBK curriculum adaptation established by the World Federation for Medical Education (WFME). In KBK there are two types of medical education, basic education and further education. Basic education is carried out in FK and further education is an internship<sup>9</sup>

According to R Soeroso, legal relations (*rechtbeterekingen*) are two or more legal subject. This legal relationship contains the rights and obligations of the party dealing with the rights and obligations of the other party.<sup>10</sup> The legal relationship between general practitioners and interns is not regulated in the Medical Practice Act, PMK License to Practice and Implement Medical Practices, and PMK for Internship Program for

---

<sup>7</sup> *Ibid.* p. 196.

<sup>8</sup> Kementerian Kesehatan Republik Indonesia, Pada 2011 *Program Internship Dokter Indonesia Dilaksanakan di 11 Fakultas Kedokteran*, Dalam Website <https://www.kemkes.go.id/article/print/1355/pada-2011-program-internship-dokter-indonesia-dilaksanakan-di-11-fakultas-kedokteran.html> pada 14 November 2022, Jam 10.15 WITA.

<sup>9</sup> Fitra Sugiharto. (2018). Analisis Kebijakan Pemahiran Lulusan Dokter Melalui Program Internship Dokter Indonesia (PID). *Jurnal Kebijakan Kesehatan Indonesia : JKKI*, Vol. 07, No. 01 Maret. p. 28.

<sup>10</sup> Yusi Rulianto. (2019). Pengaruh Kompetensi Dokter, Komunikasi Interpersonal dan Kepuasan Kerja Terhadap Efektifitas Program Internship di Provinsi Jambi. Jambi: Disertasi Pascasarjana Universitas Islam Negeri Sulthan Thaha Saifuddin, p. 56.

Indonesian Doctors and Dentists. The relationship that occurs is between the relationship between the employer and the recipient of the work. A work agreement is an agreement made between a job recipient and an employer who has fulfilled a working condition, the rights and obligations of the parties are regulated in the Manpower Law in article 1 number 14, whereas in article 51 paragraph (1) of the Manpower Law it states that the employment agreement is made verbally. The conditions stated legally in a work agreement generally must fulfill these elements, including:

- a. There is an agreement between the parties
- b. The parties concerned have the ability or ability to act with legal force
- c. The existence of an object of work that has been agreed, and
- d. The work that has been agreed upon is not contrary to public order, decency and applicable laws and regulations.

If it is related to the legal relationship between general practitioners and internist doctors, then it cannot be said to be an agreement which does not fulfill one point of the four criteria above, namely the work that has been agreed upon violates the applicable laws and regulations. So a general practitioner's agreement with an internist cannot be said to be a work agreement based on law. So it cannot be an engagement between the parties.

Both general practitioners and interns are included in the health workforce. These health workers have rights and obligations in carrying out the practice which are regulated in Law Number 36 of 2014 concerning Health Personnel (hereinafter referred to as the Law on Health Personnel) in article 57 governing the Rights in carrying out the practice of health personnel, namely:

- a. Obtain legal protection as long as carrying out duties in accordance with professional standards, professional service standards, and standard operating procedures;
- b. Obtain complete and correct information from recipients of health services or their families;
- c. Receiving compensation for services;
- d. Obtain the protection of the principles of occupational safety and health, treatment that is in accordance with human dignity, morals, decency, and religious values;
- e. Get opportunities and develop their profession;
- f. Refuse the wishes of recipients of health services or other parties that conflict with professional standards, codes of ethics, service standards, standard operating procedures, or statutory provisions, and
- g. Obtain other rights in accordance with the provisions of the statutory regulations.

In addition to regulating rights, the Law on Health Personnel also regulates obligations in carrying out this practice as stated in Article 58 paragraph (1), namely:

- a. Providing health services in accordance with professional standards, professional service standards, standard operating procedures, and professional ethics as well as the health needs of recipients of health services;
- b. Obtain approval from the recipient of health services or their family for the action to be given;
- c. Maintain the confidentiality of the health of recipients of health services;
- d. Make and keep records and or documents regarding examinations, care, and actions taken; And

- e. Refer recipients of health services to other health workers who have the appropriate competence and authority.

The legal relationship between a general practitioner and an intern occurs when the intern agreed to replace the general practitioner's duty. This agreement gives birth to an engagement or reimbursement agreement in which these parties demand rights and other parties fulfill these rights. In this agreement there are rights and obligations, the first is the right of the general practitioner, namely to ask for a replacement while the obligation is to provide compensation in exchange for replacement services, secondly, an intern doctor has the obligation to be willing to replace the general practitioner in providing medical services, while his right is to receive compensation. substitute services and receive services from the general practitioner

Each legal provision has its own system that applies as a principle in that law. Likewise in contract law, which has the following principles:

- a. Principles of Consensuality

The principle of consensualism or the principle of agreement is the principle which states that basically agreements and engagements arise and are born from the moment an agreement or agreement is reached. In essence, agreements can be made freely, not bound by form, and achieved not formally, but simply through mere consensus.<sup>11</sup>

- b. The Principle of Freedom of Contract

The principle of freedom of contract is an agreement between the parties according to their will to make an agreement and each person is free to bind himself to whoever he wants, the parties can also freely determine the scope of the contents and requirements of an agreement provided that the agreement cannot conflict with statutory regulations. - invitations that are coercive, both public order and decency.

- c. Principle of Binding Strength (Pacta Sunt Servanda)

The principle of binding force is a contract made valid by the parties binding the parties in full according to the contents of the contract, binding the parties by law the power is equal to the increasing power of the law. This principle is stated in Article 1338 paragraph (1) of the Civil Code which reads all agreements made legally as laws for those who make them.

- d. The Principle of Good Faith

This principle of good faith can be found in the formulation of Article 1338 paragraph (3) of the Civil Code, which states that: "Agreements must be implemented in good faith." According to J. Satrio the interpretation of good faith is that the agreement must be carried out in accordance with decency and propriety, because good faith is an abstract notion and even if one finally understands what is meant by good faith, it is still difficult for one to formulate it.

The principle of good faith has two meanings, namely subjective good faith and objective good faith. The principle of good faith in a subjective sense can be interpreted as an attitude of honesty and openness of a person in carrying out a legal act. Good faith in an objective sense means that an agreement made must be carried out by heeding the norms of decency and decency or the agreement is carried out according to what is deemed appropriate in society and justice.

---

<sup>11</sup> Soeroso R. (2018). *Pengantar Ilmu Hukum*. Jakarta : PT Rajagrafindo Persada, p. 269.

The terms of an agreement are fundamental things that must be well known and understood. An agreement will be binding and valid if the agreement is legally made. In the following, we will discuss the requirements required by law for agreements to be valid. There are 4 (four) conditions for the validity of the agreement regulated in Article 1320 of the Civil Code, namely:

a. Their agreement binds him

In reaching an agreement or agreement in multiplying the agreement, both parties must have freedom of will.

b. The ability to make an agreement

The person making the agreement must be legally competent. In principle, every person is legally competent, except if he is incompetent by law.

c. A certain thing

Based on Article 1332 to Article 1334 of the Civil Code, that an agreement must be about a certain matter, meaning that an agreement must have a certain object, what is promised or the goods intended in the agreement must at least determine the type and it is not an obstacle that the number of goods is not certain. , provided that the amount can then be determined or calculated.<sup>12</sup>

d. Halal reasons

The fourth condition for the validity of an agreement regulated in Article 1335 to Article 1337 of the Civil Code is regarding a lawful cause. Related to this. According to Wirjono Prodjodikoro, he stated that it is impossible for an agreement to have no cause or cause, because the cause is actually the contents of the agreement and each agreement certainly has content.<sup>13</sup>

The four conditions above absolutely must exist or absolutely must be fulfilled in an agreement, therefore without one of these conditions the agreement cannot be implemented. If one of the subjective conditions is not met, then an agreement can be requested by one of the parties to be canceled. Meanwhile, if one of the objective conditions is not met, then an agreement is null and void, meaning that from the beginning it was considered that an agreement had never been born and there had never been an agreement.<sup>14</sup> Because in the relationship between a general practitioner and an internsip doctor, one subjective requirement is met, namely agreement and competence. However, it does not meet the objective requirements, namely regarding permissible causes / lawful causes. An internsip doctor is allowed to carry out medical practice actions in a designated vehicle, this is in accordance with PMK Implementation of Internsip Program Article 6 paragraph (1) which states that the doctor's internsip program is carried out in the internsip facility (Hospitals and Health Centers), which have been determined by the Indonesian Internsip Doctors Committee (KIDI). The legal consequence that occurs is that the agreement between general practitioners and interns is null and void, which means that from the beginning it is considered that they have never entered into an agreement so that it does not result in an agreement.

---

<sup>12</sup> Niru Anita Sinaga. (2018). *Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian Binamulia Hukum*, Vol. 7 No. 2, p.31.

<sup>13</sup> Kartini Muljadi dan Gunawan Widjaja. (2014). *Perikatan Yang Lahir Dari Perjanjian, Cet 1*, Jakarta: PT Raja Grafindo Persada, p. 155.

<sup>14</sup> R Soeroso R. (2018). *Pengantar Ilmu Hukum, Op Cit*, p. 268.

### 3.2 Responsibilities of General Practitioners Who Employ Internship Doctors If Medical Negligence Occurs In Independent Practice

Internship program participants are doctors who have just graduated from the competency-based Medical Education Program who will practice medicine and/or take specialist medical education. The distribution of Indonesian Physician Internship Program participants is regulated by the Indonesian Physician Internship Committee. Prior to running the Internship program, participants had passed the Indonesian Doctor Competency Test (UKDI), and had a Registration Certificate (STR) for Internship Authority and Internship Practice Permit (SIP).<sup>15</sup> The implementation of the Internship Program by the Indonesian Physician Internship Committee in collaboration with new Doctor Placement stakeholders in the Internship program vehicle is carried out by KIDI in collaboration with the Provincial KIDI and in coordination with the District/City Provincial Health Office.<sup>16</sup>

By law, anyone who causes or causes harm to another person is required to be responsible for all such losses. Likewise with doctors, as health workers who have provided health services (medical action) to patients, in the case of doctors causing harm with these services, they are obliged to provide accountability. The responsibility of doctors who commit malpractice can be viewed from 3 (three) aspects, namely from a civil, criminal and administrative perspective.<sup>17</sup>

Doctor's responsibility Internship doctors in the event of medical negligence in independent practice consist of administrative, civil and criminal responsibilities. Administrative responsibilities related to kThis has to do with administrative punishment, namely the revocation of a license to practice if carrying out medical services not in accordance with professional standards is also specifically regulated. Another legal responsibility of doctors is responsibility in the realm of administrative law which is indeed different from administrative punishment. Provisions regarding this administrative law can be seen in article 69 which regulates: Honorary Council of Indonesian Medical Disciplines. In this article it is stated that: 1) The decision of the Indonesian Medical Discipline Honorary Council is binding on doctors; 2) the form can be in the form of being declared innocent or imposing disciplinary sanctions; and 3) the sanction may be in the form of giving a written warning, recommending the revocation of a registration certificate or practice license,

Based on the Medical Practice Act Article 69 paragraph (1) which states that MKDKI decisions bind doctors and dentists, and KKI which can be in the form of declaring innocence or imposing disciplinary sanctions. Disciplinary sanctions can be in the form of giving written warnings, recommending revocation of STR or SIP, and/or

---

<sup>15</sup> Zubaidi, N., Pratamab, G., dan Al-Fatih, S. (2020). Legal Perspective on Effectiveness of Pre-Work Cards for Indonesian People. *Jurnal Bestuur*, 8(1). p.12.

<sup>16</sup> Sukohar, A., Sibero, H. T., dan Ratna, M. G. (2015). Penyuluhan Mediasi Sengketa Medik pada Dokter yang akan Diambil Sumpah di Fakultas Kedokteran Unila. *JPM Ruwa JUrui*, 1(1), h.71-74

<sup>17</sup> Mubasyiroh, R., Despitari, M., dan Hendarwan, H. (2018). Peningkatan Pengetahuan Upaya Kesehatan Masyarakat pada Dokter Internsip Berdasarkan Faktor Wahana Puskesmas. *Jurnal Kedokteran Dan Kesehatan*, 14(1), p. 26.



participating in education or training at medical or dental educational institutions. Article 64 of the Medical Practice Law states that the Indonesian Medical Discipline Honorary Council (MKDKI) receives complaints and has the authority to examine and decide whether there was a mistake by a doctor for violating the application of medical disciplines and imposing sanctions. If it turns out that a violation of medical discipline is found, the MKDKI will forward the complaint to the professional organization (IDI), then the IDI will take action against the doctor.

Civil liability is explained in the context of a general practitioner who employs an internship doctor, the general practitioner is subject to vicarious liability, that is, there is a replacement liability that is imposed on the party responsible for someone for the actions taken by the party who is their responsibility. This vicarious liability is regulated in Article 1367 of the Civil Code which states that "a person is not only responsible for losses caused by his own actions, but also for losses caused by the actions of people who are his dependents or caused by goods under his control." "

Article 1368 of the Civil Code states that those who can be held accountable for the behavior of other people are employers, and people who appoint other people to represent their affairs, towards their subordinates in carrying out the work assigned to them. vicarious liability can be used in determining the party who is responsible or receiving compensation for acts against the law. However, there are limitations in imposing liability on the basis of vicarious liability. This limitation is regulated in article 1367 paragraph (5) of the Civil Code which states that the responsibility ends when the person concerned can prove. In the Health Law that every person has the right to compensation due to errors or negligence by health workers, this compensation is carried out in applicable legislation, this regulation refers to the Civil Code (KUHPer) or Burgerlijk Wetboek (BW). Even though an internship doctor performs medical practice on a patient, the general practitioner who employs him still accepts the imposition of responsibility based on vicarious liability. In terms of civil liability, general practitioners who employ internship doctors can be asked for compensation as regulated in Article 1367 of the Civil Code.

Criminal responsibility explained Medical negligence or what is often referred to as malpractice is an intentional or unintentional error or omission by medical personnel which causes harm to the patient's health and safety. Malpractice also greatly deviates from Standard Operating Procedures (SOP), medical code of ethics, and medical professional standards because every medical staff is obliged to provide the best service to patients.

The relationship between medical risk and medical negligence is an accident that results in an action being taken by a health worker in accordance with applicable medical procedures, capabilities and ethical standards. All types of medical actions carry risks, and no matter how small a medical procedure is, there will always be risks. Therefore, in an action that will be given to patients by doctors or health workers there is always a risk (inherent risk of treatment). If a doctor or health worker carefully carries out a medical action by giving permission to the patient and in accordance with medical service standards but then the risk still occurs, the doctor or other health worker cannot

be completely blamed. It is on this basis that all medical actions must go through the patient's consent.<sup>18</sup>

In the case above, it is the responsibility of general practitioners who employ internsip doctors if medical negligence occurs in independent practice, general practitioners can be held criminally responsible. Criminal responsibility can be imposed on Employers General Practitioners contained in Article 80 namely in Article 80 of the Medical Practice Law. In that article it is said that anyone who intentionally employs a doctor or dentist as referred to in Article 42, shall be punished with imprisonment for a maximum of 10 (ten) years or a fine of up to Rp. 300,000,000.00 (three hundred million rupiahs).

In the above case general practitioners and internsip doctors can be sued in civil terms with the details of the general practitioner being sued as the owner of an independent practice place and as an employer, while internsip doctors can be sued in civil terms because the doctor is the recipient of work and the doctor practices medicine and administering drugs to patients that cause side effects.

Even though an internsip doctor performs medical practice on a patient, the general practitioner who employs him still accepts the imposition of responsibility based on vicarious liability. In terms of civil liability, general practitioners who employ internsip doctors can be asked for compensation as regulated in Article 1367 of the Civil Code. In terms of civil liability, general practitioners who employ internsip doctors can be asked for compensation regulated in Article 1367 of the Civil Code and the internsip doctors can be sued in Article 1371 of the Civil Code.<sup>19</sup>In the above case there was a medical error where the patient's parents could complain or report this general practitioner to MKDI, this is in accordance with the Law on Medical Practice Article 66 paragraph (1), paragraph (2) and Article 69 paragraph (3).

#### 4. Conclusion

Based on the results of data analysis explaining several conclusions, namely 1) The legal relationship between general practitioners and interns began to form when there was an agreement that the intern would replace the general practitioner. The agreement cannot become an agreement because it does not meet the objective requirements, namely the reasons that are permitted. Based on Article 40 of the Medical Practice Law, a doctor who is unable to practice must appoint a replacement doctor and must make a notification. Internsip doctors are not suitable to be substitute doctors on duty because they only have an Internsip STR and SIP where their authority as a doctor is only limited to internsips; 2) General practitioners who employ internsip doctors can be held liable in criminal, civil and administrative terms. Article 80 of the Medical Practice Law states that anyone who intentionally employs a doctor or dentist who does not yet have an STR and SIP can be punished with imprisonment for a maximum of 10

---

<sup>18</sup> Soeroso R. (2018). *Pengantar Ilmu Hukum. Op Cit*, p. 268

<sup>19</sup> Riki Perdana Raya Waruwu, *Perluasan Ruang Lingkup Kerugian Material, Dalam Website* <https://kepaniteraan.mahkamahagung.go.id/artikel-hukum/1458-perluasan-ruang-lingkup-kerugian-immaterial-oleh-dr-riki-perdana-raja-waruwu-s-h-m-h> on 14 Januari 2023, at 14.30 WITA

(ten) years or a fine of up to Rp. 300,000,000.00 (three hundred million). rupiah) Civil liability can be borne by general practitioners as employers based on Article 1367 of the Civil Code regarding vicarious liability and can be subject to requests for compensation in accordance with applicable laws and regulations. Administrative responsibilities can also be borne by general practitioners with the condition that there are complaints from patients in writing that are reported to MKDKI then MKDKI will impose disciplinary sanctions on general practitioners and internship doctors.

Recommendations that can be given include 1) Giving administrative sanctions to internship doctors who, if they carry out medical practices outside the intern facility; 2) Ensuring Doctor Internship Rights related to Basic Living Expenses Assistance, Transportation, and/or Allowances, Housing Facilities, Health Insurance and Employment in Law No. 39 of 2017 concerning the Implementation of Indonesian Physician and Dentist Internship Programs are fulfilled and given on time .

## References

### Book

- Brook, Robert H. (2015). *Redefining Health Care System*. Santa Monica, California: The Rand Corporation, p.585.
- Badan PPSDM Departemen Kesehatan Republik Indonesia, (2009), *Pedoman Pelaksanaan Internship Dokter Indonesia*, Katalog Penerbitan DepKes, Jakarta
- IDAI, (2018), *Pedoman Pelayanan medis*, Badan Penerbit Ikatan Dokter Anak Indonesia, Jakarta
- Kartini Muljadi dan Gunawan Widjaja, (2014), *Perikatan Yang Lahir Dari Perjanjian, Cet 1*, PT Raja Grafindo Persada, Jakarta
- M. Jusuf Hanifah, (2015), *Kedokteran dan Hukum Kesehatan Edisi 5*, Penerbit Buku Kedokteran EGC, Medan
- Soeroso R, (2018), *Pengantar Ilmu Hukum*, PT Rajagrafindo Persada, Jakarta

### Journal

- Niru Anita Sinaga. (2018). Peranan Asas-Asas Hukum Perjanjian Dalam Mewujudkan Tujuan Perjanjian *Binamulia Hukum*, Vol. 7 No. 2
- Fitra Sugiharto, (2018). Analisis Kebijakan Pemahiran Lulusan Dokter Melalui Program Internship Dokter Indonesia (PIDI), *Jurnal Kebijakan Kesehatan Indonesia : JKKI*, Vol. 07, No. 01.
- Zubaidi, N., Pratamab, G., dan Al-Fatih, S. (2020). Legal Perspective on Effectiveness of Pre-Work Cards for Indonesian People. *Jurnal Bestuur*, Vol 8. No. 1.
- Sukohar, A., Sibero, H. T., dan Ratna, M. G. (2015). Penyuluhan Mediasi Sengketa Medik pada Dokter yang akan Diambil Sumpah di Fakultas Kedokteran Unila. *JPM Ruwa JUrui*, Vol. 1. No. 1, h.71-74

Mubasyiroh, R., Despitasi, M., dan Hendarwan, H. (2018). Peningkatan Pengetahuan Upaya Kesehatan Masyarakat pada Dokter Internsip Berdasarkan Faktor Wahana Puskesmas. *Jurnal Kedokteran Dan Kesehatan*, Vol. 14. No.1

### **Thesis**

Jonathan Wiisono Tumali, (2018), Pertanggungjawaban Hukum Dokter Internsip Dalam Hal Terjadi Kesalahan Medis, *Tesis*, Program Studi Magister Ilmu Hukum Universitas Hang Tuah Surabaya

Rozi Kodarusman Warganegara, (2019), Perlindungan Hukum Terhadap Dokter Internsip Dalam Pelayanan Kesehatan Di Wahana Internsip (Rumah Sakit Dan Puskesmas) Wilayah Lampung, *Tesis*, Program Studi Magister Ilmu Hukum Universitas Lampung Bandar Lampung

Yusi Rulianto. (2019). Pengaruh Kompetensi Dokter, Komunikasi Interpersonal dan Kepuasan Kerja Terhadap Efektifitas Program Internsip di Provinsi Jambi. Disertasi. Pascasarjana Universitas Islam Negeri Sulthan Thaha Saifuddin Jambi

### **Online/World Wide Web:**

Kementerian Kesehatan Republik Indonesia, (2011), *Program Internsip Dokter Indonesia Dilaksanakan di 11 Fakultas Kedokteran*, Dalam Website <https://www.kemkes.go.id/article/print/1355/pada-2011-program-internsip-dokter-indonesia-dilaksanakan-di-11-fakultas-kedokteran.html> pada 14 November 2022, Jam 10.15 WITA.

Riki Perdana Raya Waruwu, Perluasan Ruang Lingkup Kerugian Material, Dalam *Website* <https://kepaniteraan.mahkamahagung.go.id/artikel-hukum/1458-perluasan-ruang-lingkup-kerugian-immaterial-oleh-dr-riki-perdana-roya-waruwu-s-h-m-h> pada 14 Januari 2023, Pada 14 Januari 2023 Jam 14.30 WITA

### **Legislation**

Law of the Republic of Indonesia Number 29 of 2004 concerning Medical Practice. State Gazette of the Republic of Indonesia of 2004 Number 116. Supplement to the State Gazette of the Republic of Indonesia Number 4431.

Law of the Republic of Indonesia Number 11 of 2008 concerning Information and Electronic Transactions. State Gazette of the Republic of Indonesia of 2008 Number 58. Supplement to the State Gazette of the Republic of Indonesia Number 4843.

Law of the Republic of Indonesia Number 36 of 2009 concerning Health. State Gazette of the Republic of Indonesia of 2009 Number 144. Supplement to the State Gazette of the Republic of Indonesia Number 5063.

Law of the Republic of Indonesia Number 20 of 2013 concerning Medical Education. State Gazette of the Republic of Indonesia of 2013 Number 132. Supplement to the State Gazette of the Republic of Indonesia Number 5434.

Law of the Republic of Indonesia Number 38 of 2014 concerning Health Workers. State Gazette of the Republic of Indonesia of 2014 Number 298. Supplement to the State Gazette of the Republic of Indonesia Number 5607.

Regulation of the Minister of Health of the Republic of Indonesia Number 2052/MENKES/PER/X/2011 concerning License to Practice and Implementation of Medical Practice.

Regulation of the Minister of Defense of the Republic of Indonesia Number 24 of 2013 concerning Associate Doctors for Internship Programs within the Ministry of Defense and the Indonesian National Armed Forces.

Regulation of the Minister of Health of the Republic of Indonesia Number 39 of 2017 concerning Implementation of the Internship Program for Indonesian Doctors and Dentists.

Indonesian Medical Council Regulation Number 1/KKI/PER/I/2010 concerning Internship Program Doctor Registration.