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Juridical Analysis of the Cooperation Agreement Between Gema Santi Hospital and Udayana University Concerning Medical Specialist Doctor Education Program at Gema Santi Regional General Hospital, Nusa Penida

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Abstract: Health development in archipelagic regions faces a critical shortage of specialist doctors, addressed by placingSpecialist Doctor Education Program Participants at Gema Santi Hospital via a Cooperation Agreement. However, this agreement lacks clear boundaries for clinical authority and definitive legal protection. This study aims to comprehensively analyze the regulatory frameworks governing legal protection and liability forSpecialist Doctor Education Program during medical disputes related to the agreement's implementation. This investigation constitutes normative legal research, operationalized through statutory and conceptual approaches. The processing of primary and secondary legal materials was conducted qualitatively, employing descriptive, interpretive, evaluative, and argumentative analytical techniques to dissect the prevailing norms and contractual clauses. The juridical analysis reveals that legal protection forSpecialist Doctor Education Program remains critically weak because the agreement exclusively regulates administrative logistics without attaching precise Clinical Privileges for the ambiguous "Independent Senior Resident" terminology This liability construct reveals a contradiction between institutional vicarious liability and individual criminal risks Furthermore, the agreement fails to accommodate professional liability insurance and prematurely directs prospective disputes to the District Court without prior medical mediation. In conclusion, the current agreement lacks comprehensive legal protection and juridical certainty, possessing high potential to trigger criminalization and impose disproportionate financial burdens upon medical professionals. It is strongly recommended that both institutions draft an addendum mandating the issuance of Clinical Privileges, the integration of professional indemnity insurance, and alternative dispute resolution clauses.

Keywords: Cooperation Agreement, Legal Protection, Legal Liability,Specialist Doctor Education Program, Regional Hospital.

BACKGROUND

Health development is an integral part of national development, aiming to increase awareness, willingness, and ability to live healthily for everyone, thereby achieving the highest possible level of public health. Nationally, the provision of health services in Indonesia is regulated by Law Number 17 of 2023 concerning Health, which affirms the state's responsibility to ensure the availability of equitable, high-quality, and equitable health resources, including human health resources. Hospitals, as referral health care facilities, play a strategic role in ensuring the fulfillment of the public's right to safe and high-quality health care (Law of the Republic of Indonesia Number 17 of 2023).

The Indonesian healthcare sector faces structural challenges in meeting the need for human resources, particularly specialist doctors. According to data from the Ministry of Health and the Central Statistics Agency, the number of hospitals in Indonesia will reach approximately 2,800–2,813 by 2024, but the number of specialist doctors will only be around 31,413, while the ideal need is closer to 32,000. Another challenge is the unequal distribution of specialist doctors and limited health infrastructure in remote areas. Law Number 17 of 2023 concerning Health recognizes hospital-based specialist doctor education as a complement to university-based education to accelerate the production of specialist doctors to fill service gaps in Remote, Border, and Island Areas (Ministry of Health of the Republic of Indonesia, 2023; BPS, 2024).

Ministry of Health data shows that most specialist doctors are still concentrated in urban areas and large hospitals, while hospitals in remote, island, and border areas experience significant shortages. This situation results in limited public access to specialist services, long patient waiting times, suboptimal service quality, and an increase in referrals from other regions. In this context, the policy of empowering specialist doctors and specialist medical education participants is a strategic solution. The government, through various regulations, provides a basis for medical personnel, including education participants, to be involved in health services as long as they are in accordance with their competence, authority, and under supervision (Law of the Republic of Indonesia Number 36 of 2014).

Gema Santi Regional General Hospital (RGH) Nusa Penida, as a regional hospital in the island region, faces a real challenge in meeting the demand for specialist doctors. Its geographical separation from mainland Bali limits the interest and availability of resident specialists. To ensure continuity of service, RGH Gema Santi has entered into a Cooperation Agreement Cooperation Agreement with the Faculty of Medicine, Udayana University, to provide education, training, services, research, and community service for specialist study programs.

In practice, the involvement of resident medical students in teaching hospitals and network hospitals is achieved through a cooperation agreement between the hospital and the medical education institution. This cooperation agreement serves as a legal instrument that regulates the rights, obligations, responsibilities, and scope of educational activities, services, research, and community service. Therefore, the quality of the substance of the cooperation agreement is crucial for ensuring legal certainty for all parties.

The provisions regarding the empowerment of specialist doctors and resident residents in the Cooperation Agreement between Gema Santi Nusa Penida Regional Hospital and the Faculty of Medicine, Udayana University, still leave various legal issues. In Article 2, the term "Independent Senior Resident" is not accompanied by an affirmation of its legal status, thus potentially giving rise to multiple interpretations regarding the position ofSpecialist Doctor Education Program. In Article 4, the provisions regarding clinical supervision are still general and do not specify in detail the limits of authority, supervision mechanisms, or division of legal responsibility. In Article 5, all costs are borne by the hospital without provisions regarding the division of responsibility, including legal protection and malpractice insurance forSpecialist

Doctor Education Program. Furthermore, Article 9 only provides for dispute resolution through deliberation and litigation without other alternative dispute resolution methods.

The substantive weaknesses of the Cooperation Agreement have the potential to cause harm to various parties. For Residents of Residential Medical Centers (Specialist Doctor Education Program), unclear regulations can increase the risk of criminalization in the event of a medical incident and create uncertainty about legal protection. For hospitals, Cooperation Agreement weaknesses can increase the risk of lawsuits and reduce the quality of services due to suboptimal clinical supervision mechanisms. For educational institutions, Cooperation Agreement weaknesses have the potential to impact the quality of clinical education, while for the public, they can impact patient safety and trust in healthcare services.

Thus, legal analysis of Cooperation Agreement is important because the implementation of cooperation cannot be separated from the principles of contract law. Based on the principle of pacta sunt servanda, a legally made agreement applies as a law for the parties who made it (Rahardjo, 2014). Based on this description, this study aims to legally analyze the Cooperation Agreement between Gema Santi Nusa Penida Regional Hospital and the Faculty of Medicine, Udayana University regarding the empowerment of specialist medical education participants, especially regarding compliance with laws and regulations, regulations on the empowerment of specialist doctors andSpecialist Doctor Education Program, as well as aspects of legal protection and accountability of the parties.

LITERATURE REVIEW

The Principle of Pacta Sunt Servanda

The principle of pacta sunt servanda is one of the fundamental principles in contract law which confirms that every agreement made legally applies as law for the parties who make it. This principle is explicitly regulated in Article 1338 paragraph (1) of the Civil Code which states that "all agreements made legally are valid as law for those who make them". Thus, the principle of pacta sunt servanda places agreements as a binding source of law and must be implemented by the parties in good faith.

State law

The state aims to implement legal order, namely rules that are generally based on the laws of the people. The rule of law maintains legal order so that it is not disturbed and so that everything runs according to the law. A rule of law is a state whose structure is as well regulated as possible in law so that all the powers of the instruments of government are based on law. People must not act independently according to everything that is contrary to the law. The rule of law is a state that is ruled not by people, but by laws (state that is not governed by men, but by laws). Therefore, in a rule of law, the people's rights are fully guaranteed by the state and the state, on the other hand, by submitting to and obeying all government regulations and state laws.

Legal Contract Theory

The theory of legal agreements is one of the main theoretical foundations of this research, considering that the focus of the study is directed at a legal analysis of the Cooperation Agreement Cooperation Agreement between Gema Santi Nusa Penida Regional Hospital and the Faculty of Medicine, Udayana University. From a legal perspective, an agreement is understood as the source of a legal relationship that gives rise to rights and obligations for the parties bound by it.Normatively, the definition of an agreement is regulated in Article 1313 of the Civil Code, which states that an agreement is an act by which one or more people bind themselves to one or more other people.

Legal Protection Theory

The presence of law in social life is useful for integrating and coordinating interests that are usually in conflict with each other. Therefore, the law must be able to integrate them so that conflicts of interest can be minimized. The definition of legal terminology in Indonesian according to the KBBI is a regulation or custom that is officially considered binding, which is confirmed by the authorities or government, laws, regulations, and so on to regulate social interactions, benchmarks or rules regarding certain natural events, decisions or considerations determined by judges in court, or verdicts.

Theory of Legal Responsibility

According to Hans Kelsen in his theory of legal responsibility, it states that: "a person is legally responsible for a certain act or that he bears legal responsibility, the subject means that he is responsible for a sanction in the case of a contrary act. Hans Kelsen further states that: "Failure to exercise the care required by law is called negligence; and negligence is usually seen as another kind of mistake (culpa), although not as severe as the mistake that is fulfilled because of anticipating and wanting, with or without malice, harmful consequences."

Legal Construction Theory

Legal construction theory is an important theory in legal science that serves as a means of discovering and constructing law when existing laws and regulations do not provide clear answers. According to Sudikno Mertokusumo, legal construction is a method of legal discovery carried out when laws and regulations are incomplete or unclear, so that judges and legal interpreters need to compile or "construct" new rules based on legal principles, doctrine, and general legal principles. Thus, legal construction allows for the formation of rules that are more in line with the needs of society even though they are not explicitly written in the law.

Theory of Authority

In state administrative law and health law, authority is a core concept (kernbegrip) that determines the legitimacy of every governmental and professional action. Authority grants legal subjects the ability to perform actions that can have legal consequences. In practice, understanding where and how this authority is obtained is crucial for determining who bears legal responsibility (liability) in the event of a dispute.According to Philipus M. Hadjon, in terms of how it is obtained, authority is divided into three main sources, namely attribution, delegation, and mandate.

Concept of Cooperation Agreement

The research concept serves as an operational definition of key terms used in the research to avoid differences in interpretation during the legal analysis process. Conceptual clarity is crucial, especially in normative legal research, as each terminology used has legal consequences that can influence the research conclusions. Therefore, the meaning of the Cooperation Agreement Cooperation Agreement in this research must be formulated comprehensively, from both civil and public law perspectives.

Concept of Specialist Doctor Education Program

The concept of Specialist Medical Education Participants in this study is formulated as an operational definition to clarify the status, role, and legal responsibilities of doctors who are pursuing specialist education programs at medical faculties and are involved in healthcare services at hospitals based on Cooperation Agreements Cooperation Agreement. This conceptual clarity is important considering thatSpecialist Doctor Education Program's position

lies at the intersection of the legal regimes of education and health, each of which has distinct characteristics and legal consequences.

The Concept of Delegation of Authority for Specialist Doctor Education Programs

Authority is a core concept that determines the legitimacy of clinical actions. In healthcare services involving Residents (Specialist Doctor Education Program), this authority is usually obtained through delegation from the Doctor in Charge of Services (DICS) to residents. The delegation of medical actions or medical authority from a specialist doctor (DICS) to a resident (Specialist Doctor Education Program), or from a doctor to other supporting health professionals (such as nursing and midwifery), must be precisely structured and cannot be left to verbal interpretation. Understanding the differences in these delegation mechanisms is vital to mapping legal responsibilities.

RESEARCH METHODS

This research is a normative legal research with a statute approach and a conceptual approach that focuses on the analysis of the Cooperation Agreement Cooperation Agreement between Gema Santi Nusa Penida Regional Hospital and the Faculty of Medicine, Udayana University regarding the involvement of Specialist Medical Education Participants (Specialist Doctor Education Program). The research was conducted through library research without a specific field research location or time limit. The research population consists of all legal materials related to the research object, while the research sample includes primary, secondary, and tertiary legal materials selected relevantly, such as laws and regulations, Cooperation Agreement , books, scientific journals, and other legal documents. The research instrument is a researcher using document review guidelines for legal materials collected through library study techniques. Data analysis was conducted qualitatively through descriptive, interpretative, evaluative, and argumentative techniques to assess the conformity of the Cooperation Agreement substance with laws and regulations, legal principles, and the principles of legal protection and accountability.

RESULTS AND DISCUSSION

Research result

Before conducting a theory-based critical review, the first step in normative legal research is to extract and systematize the norms contained in primary documents. The objects of this study are Cooperation Agreement documents Number 500.15.12.1/14/2024 (First Party: Gema Santi Nusa Penida Regional Hospital) and Number B/1/UN14.2.2/HK.07.00/2024 (Second Party: Faculty of Medicine, Udayana University).

The involvement of resident medical staff in the governance of clinical services at Regional General Hospitals (RGH) is an operational necessity, simultaneously serving as a vehicle for education (achieving competency) and as the backbone of medical services for the community. However, this empowerment practice often relies on contractual documents drafted with a very low degree of legal precision. The Cooperation Agreement , which should serve as a micro-constitution for the parties, ensuring certainty of status, limits of authority, and mitigating the risk of malpractice, is instead more often formulated as an administrative document to facilitate logistics and personnel bureaucracy.

The consequences of this contract simplification result in heightened legal vulnerability for residents, educational institutions, and receiving hospitals. When a medical dispute, adverse event, or patient safety incident occurs, the unclear norms within the Cooperation Agreement transform into a legal trap. Students, who are inherently in a subordinate power relationship, are often forced to face the threat of criminalization and individual civil lawsuits due to the lack of protections explicitly guaranteed in the agreement.

An examination of the articles in the Cooperation Agreement reveals a number of legal facts that can be classified into two main dimensions, namely the formulation of the problem, namely the regulation of legal protection and the regulation of legal accountability of Specialist Doctor Education Program.

Regulations on Legal Protection ofSpecialist Doctor Education Program in Cooperation Agreement

Based on the Cooperation Agreement 's investigation, it was discovered that legal protection forSpecialist Doctor Education Program is sought through several rights and obligations clauses.Specialist Doctor Education Program are consistently referred to in this agreement by the term "Independent Senior Resident." The following are the articles related to legal protection.

Table 1. Articles relating to aspects of legal protection

Protection Aspects	The sound of the clauses and articles in the Cooperation Agreement
Subject Definition	Article 2 paragraph (1): "...involving students from the Specialist Study Program under the SECOND PARTY (Independent Senior Resident)."
Job Security Guarantee	Article 4 paragraph (3) letter b: "Ensuring the job security of the SECOND PARTY's independent senior residents."
Safety Protection Rights	Article 4 paragraph (2) letter l: "Obtain legal protection against threats and all forms of threats to the safety of the Independent Senior Resident who is on duty at the FIRST PARTY."
Legalization of Practice	Article 4 paragraph (3) letter a: "The FIRST PARTY will take care of issuing a Practice Permit (SIP) to each Independent Senior Resident of the Specialist Study Program who is assigned to the FIRST PARTY."
Supporting Facilities	Article 4 paragraph (3) letters g, h, i, j: Provision of official residence, 3 meals a day, motorbike and operational car.

The results show that in the legal protection dimension, the draft of the Cooperation Agreement tends to reduce the meaning of protection to merely the provision of basic facilities and formal administrative legalization. The definition of the subject of cooperation is consistently referred to as the "Independent Senior Resident". This terminology appears in Article 2 paragraph (1) concerning the Purpose and Objectives of the Agreement, which states the involvement of students under the Second Party with independent status. Regarding the form of protection, Article 4 paragraph (3) letter a stipulates that the hospital will process the issuance of a Practice Permit (SIP). Meanwhile, the guarantee of safety is realized in Article 4 paragraph (3) letter b and Article 4 paragraph (2) letter l, where the hospital is obliged to provide protection from physical security threats. The Cooperation Agreement is also very detailed in describing the rights to facilities such as the provision of official housing, daily consumption, and operational vehicles (motorcycles and cars).

Regulation of Legal Accountability ofSpecialist Doctor Education Program in Cooperation Agreement

Regarding legal liability in the event of a medical dispute or service failure, the Cooperation Agreement contains several provisions that regulate the distribution of responsibility between hospitals and educational institutions. The following is an excerpt from the relevant articles.

Table 2. Articles relating to aspects of legal responsibility

Responsibility Aspect	The sound of the clauses and articles in the Cooperation Agreement
Supervision and Responsibility for Actions	Article 4 paragraph (3) letter p: "Supervise and be responsible for actions taken by Independent Senior Residents in the context of providing health services to the FIRST PARTY."
Risk Financing	Article 5: "All costs arising as a result of this Cooperation Agreement shall be borne by the FIRST PARTY."
Dispute Resolution Mechanism	Article 9 paragraph (1): "...resolve through deliberation and consensus."
Litigation Path	Article 9 paragraph (2): "If a deliberative settlement... is not reached then THE PARTIES agree to submit the dispute resolution to the District Court."
Legal Domicile	Article 9 paragraph (3): "...choose a permanent and general legal residence or domicile at the Clerk's Office of the Denpasar City District Court."

The results on the legal responsibility dimension in the text of the agreement show arrangements that contain potential contradictions. Article 4 paragraph (3) letter p places an obligation on the First Party to "supervise and be responsible for the actions taken by the Independent Senior Resident". The consequences of this responsibility are also reflected in Article 5 regarding Financing, which broadly declares that "All costs arising as a result of this Cooperation Agreement are borne by the FIRST PARTY". If a dispute arises, Article 9 paragraphs (1) and (2) navigate the resolution of the dispute through a stage of deliberation and consensus, which if no agreement is reached, is directly submitted to the jurisdiction of the District Court.

These textual facts, when read comprehensively, indicate a serious legal vacuum (rechtsvacuum). The Cooperation Agreement does not include essential technical instruments for medical governance, such as Clinical Privilege Details or Credentialing mechanisms. Furthermore, there is no specific reference to financing for Malpractice Insurance, and there is a complete disregard for alternative dispute resolution mechanisms through ethics boards or medical committees before they escalate to litigation.

Discussion

Using a statutory and conceptual approach, the articles in the Cooperation Agreement will be analyzed and tested for their compliance with the hierarchy of positive health law. Specifically, the Pacta Sunt Servanda principle, along with the Theory of Legal Agreements and the Theory of the Rule of Law, will be used as a basis for assessing the validity, binding force, and balance of the distribution of rights and obligations of the parties contained in the cooperation document.

Furthermore, technical clauses concerning the delegation of patient care and the use of the "Independent Senior Resident" label will be critically examined using the Theory of Authority and the Concept of Delegation of Authority. All findings from the analysis of this agreement text will then be evaluated using the Theory of Legal Protection and the Theory of Legal Responsibility to measure the extent to which the Cooperation Agreement is able to mitigate the risk of medical disputes. If any gaps or ambiguities in the agreement are ultimately found, the Theory of Legal Construction will be applied to formulate a legal engineering that guarantees legal certainty, patient safety, and justice for Specialist Medical Education Participants (Specialist Doctor Education Program).

Discussion on Legal Protection forSpecialist Doctor Education Program According to Cooperation Agreement

A mapping of the protection clauses in Cooperation Agreement No. 500.15.12.1/14/2024 reveals a simplification of the meaning of legal protection, which tends to be reduced to merely providing administrative facilities and ensuring physical logistical security. However, the position of a resident doctor assigned to an island region with limited medical support facilities urgently requires the construction of an agreement capable of acting as a legal bulwark against the threat of medical dispute litigation.

Based on the Pacta Sunt Servanda Principle and the Theory of Agreements, examining the strength and validity of a Cooperation Agreement requires us to refer to the fundamental doctrine of contract law, namely the Pacta Sunt Servanda principle codified in Article 1338 paragraph (1) of the Civil Code. This principle declares that every agreement made legally applies as law for the parties who make it. Following this premise, the Cooperation Agreement document between Gema Santi Regional Hospital and Udayana University applies imperatively and regulates working relations involvingSpecialist Doctor Education Program as the spearhead of service.

However, a just legal contract theory requires that such binding force not be interpreted rigidly. Fulfillment of the principle of freedom of contract (autonomy of will) is strictly regulated by public law, particularly in the health sector, where each clause must not harm public order or the safety of human life (Article 1337 of the Civil Code). A closer look reveals the formulation of the Cooperation Agreement at Gema Santi Regional Hospital reveals an imbalance in the relationship. The agreement was drafted administratively by the hospital and the faculty, but the primary subjects who execute the agreement's contents in the field (namely, theSpecialist Doctor Education Program) are simply not in a position to negotiate clauses that protect their profession.

This Cooperation Agreement imposes placement in island areas and provides supporting facilities (Article 4 paragraph 3 concerning the provision of official housing, food, and operational costs), but does not regulate substantial legal protection—such as proportional professional insurance or limitations on technical authority. This indicates that the Pacta Sunt Servanda principle here is only used by institutional parties to achieve indicators of staff availability at the Regional General Hospital without adequate good faith in anticipating the risk of psychological and legal burdens that could befallSpecialist Doctor Education Program.

Review of the Theory of the Rule of Law on the Terminology of "Independent Senior Resident" The concept of the rule of law (Rechtsstaat) demands that all actions involving medical personnel in the domain of public services comply with the principles of legal certainty (supremacy of law) and due process of law. In the Cooperation Agreement RGH Gema Santi, the most threatening gap for the protection ofSpecialist Doctor Education Program is the consistent use of the nomenclature "Independent Senior Resident", without being accompanied by a limiting operational definition in the document.

Based on clinical and medicolegal considerations, a "Resident" is a student still undergoing training to acquire specialist competency, so their actions must be hierarchically supervised by a certified Physician in Charge of Services (DICS). Conversely, the term "Independent" represents the physician's absolute autonomy to establish clinical diagnoses, perform invasive procedures, and assume full accountability for medical outcomes.

The use of this oxymoron creates an incredibly dangerous ambiguity. From the perspective of law enforcement, if an incident or dispute occurs, investigators could interpret the word "Independent" literally to mean that theSpecialist Doctor Education Program has been granted full autonomy, thereby absolving the hospital of oversight. Thus, the lack of definition of the limits of authority permitted to be called "independent" in the Cooperation Agreement

violates residents' rights to legal certainty and equality before the law, which is in stark contradiction to the principles of the rule of law.

Implementation of Legal Protection Theory: Preventive Means Philipus M. Hadjon's Legal Protection Theory divides two layers of protection mechanisms, one of which is preventive means that aims to prevent the emergence of disputes and provide certainty of guidelines for action for legal subjects. The failure of the Cooperation Agreement RGH Gema Santi at this layer lies in the absence of Credentialing regulations and the issuance of Clinical Privileges (Details of Clinical Authorities).

In the Cooperation Agreement , the form of administrative preventive protection is based solely on Article 4 paragraph (3) letter a, which requires hospitals to obtain a Practice Permit (SIP). Although a SIP is an absolute prerequisite for legal practice according to the Medical Practice Law and the Health Law, the essence of a SIP is merely a "general administrative permit." A SIP never dictates in detail what surgical or pharmacological interventions a doctor may legally perform at a particular facility.

Table 3. Comparison of Preventive Facilities in Cooperation Agreement with Modern Standards

Preventive Protection Instruments	Functions in Medical Governance	Reality at Cooperation Agreement RGH Gema Santi	Legal Implications forSpecialist Doctor Education Program Safety
Practice Permit (SIP)	Provides administrative legality for the presence of medical personnel in certain jurisdictions.	Fully accommodated in Article 4 paragraph (3) letter a.	Specialist Doctor Education Program avoids accusations of illegal practices (Health Law), but does not guarantee technical legality.
Medical Committee Credentialing	Competency verification (primary source verification) to ensure skills align with the clinical needs of the hospital.8	There is no reference to a clause requiring credentialing beforeSpecialist Doctor Education Program touches patients.	The patient received services from medical personnel whose competence had not been validated by the hospital's independent authority.
Clinical Authority Details (RKK)	Written guidelines contain a precise list of medical procedures that may and may not be performed.	Completely absent. There is no attachment defining the limits of the "Independent" status.	IfSpecialist Doctor Education Program performs life-saving actions that go beyond the curriculum, it is legally considered unauthorized practice (actions beyond authority).

The absence of this RKK document removes the shield of preventive protection from the hands of Residents (Specialist Doctor Education Program). This is especially fatal when combined with the geography of the assignment in Nusa Penida. When residents are faced with surgical emergencies requiring immediate definitive action (cito) without specialist counsel on site, the lack of written authorization places the resident at double legal risk: being accused of negligence if they fail to provide assistance, or being accused of exceeding their authority (unauthorized practice) if the life-saving action results in a poor outcome.

Disharmony of Cooperation Agreement with the New Era of Health Regulations Legal protection forSpecialist Doctor Education Program must also be contextualized with the enactment of Law Number 17 of 2023 concerning Health. This umbrella regulation revolutionizes the status ofSpecialist Doctor Education Program; from mere "students/learners"

to those classified as functional "workers" with comprehensive protection. Based on Article 219 paragraph (1) of the Health Law, learners are entitled to proportional service compensation, protection from fatigue and extreme working hours, protection from bullying, and the availability of legal assistance in the event of a dispute.

The Cooperation Agreement studied largely ignores this spirit. Welfare is reduced to mere compensation for physical accommodations, without any provisions for the distribution of medical services required by the Health Law and Government Regulation No. 28 of 2024. This Cooperation Agreement thus experiences disharmony with the latest regulations, making it unable to serve as a basis for rights that guarantees comprehensive protection forSpecialist Doctor Education Program from exploitation of service charges.

Based on the discussion, a recommendation for a Formulary Regarding Legal Protection forSpecialist Doctor Education Program is proposed. To ensure that the Cooperation Agreement can become a concrete protection constitution and not just a formality, it is deemed very urgent for the management of Gema Santi Regional Hospital and the leadership of Udayana University to draft a Supplemental Agreement (Addendum). The Addendum is specifically aimed at improving the preventive protection instrument by reconstructing the authority clause.

The draft formulary recommendation for revising the Cooperation Agreement from the protection aspect is to insert the following clause formulation:

1. Reformulation of Subject Nomenclature: The ambiguous term "Independent Senior Resident" must be replaced with measurable terminology, such as "Limited Independent/RetiredSpecialist Doctor Education Program with Specific Authorities".
2. Credentialing Mandate & Clinical Documents: The Cooperation Agreement must include an additional article that reads: “Before theSpecialist Doctor Education Program makes clinical contact with the patient, the Hospital Director through the Medical Committee is required to conduct internal credentialing to issue a Clinical Assignment Letter (SPK) accompanied by a Clinical Authorization Detail (RKK). The RKK document must detail the delegated precision medical actions and be attached as an integral part of this Cooperation Agreement.”

The implementation of this recommendation will serve a dual purpose, not only protecting resident doctors from criminal threats due to being deemed to be working outside their authority, but also protecting the hospital's reputation within the framework of patient safety.

Discussion on the Legal Responsibilities ofSpecialist Doctor Education Program According to the Cooperation Agreement

If the legal protection mechanisms discussed in the previous subsection fail and a medical dispute is unavoidable, the legal analysis will shift to the accountability regime. In the Gema Santi Regional General Hospital (RGH) Cooperation Agreement , the provisions regarding which party will bear responsibility for the dispute are very vague. The contract stipulates that the RGH "supervises and is responsible" (Article 4), but the labeling of theSpecialist Doctor Education Program as an "Independent" entity, the lack of insurance integration, and flawed dispute resolution procedures undermine this clarity of accountability.

Using the analysis of the Theory of Authority (Antinomy of Mandate and Delegation) to position the location of accountability, we must refer to Philipus M. Hadjon's Theory of Authority regarding the origin of the acquisition of authority, which is generally granted through two main clinical mechanisms: Mandate and Delegation. The fundamental difference between the two determines the direction in which the delegation of accountability will roll.

1. Delegation of Mandate: In a mandate, the issuance of orders is routine. Even though subordinates (orSpecialist Doctor Education Program) execute the task, responsibility

remains unchanged and remains firmly held by the person giving the mandate (DICS or Hospital).
2. Delegation: In delegation, authority is officially and completely transferred. As a result, the burden of accountability automatically shifts entirely to the recipient of the authority (the resident) for all legal consequences arising in that area.

In Cooperation Agreement Number 500.15.12.1/14/2024, there is a chaotic construction of authority (antinomy). Article 4 paragraph (3) letter p places the obligation on hospitals to "supervise and be responsible for actions taken by Residents." This phrase is clearly a derivation of the Mandate scheme, and conceptually greatly benefitsSpecialist Doctor Education Program because it positions the hospital institution as the primary shield for all medical actions.

However, the irony arises because this Cooperation Agreement christens residents with the title "Independent Senior Resident." In a courtroom, the label "independent" without specific RKK limitations will easily be interpreted as a form of complete delegation. The public prosecutor or plaintiff's attorney will use the word "independent" to argue that the resident acts with full autonomy, breaking away from the chain of command, so that all risks of service failure must be borne absolutely and exclusively by the resident doctor. This contradiction creates a gray area that risks trappingSpecialist Doctor Education Program into institutional "scapegoats."

Referring to the Construction of Legal Responsibility Theory (Kelsenian and Medicolegal Doctrine), liability in the legal realm examines a person's position when negligence (culpa/negligence) occurs, resulting in harm. The analysis of liability forSpecialist Doctor Education Program is divided into two opposing dimensions: Civil and Criminal.

1. Civil Liability and the Doctrine of Vicarious Liability From a civil perspective, the therapeutic relationship in a hospital is subject to the realm of contracts and Unlawful Acts (PMH). When clinical service failure occurs, the patient suffers losses for which compensation can be claimed under Article 1365 of the Civil Code. Within this legal framework, the hospital's position is firmly bound by the Doctrine of Vicarious Liability, which is reflected in Article 1367 of the Civil Code, namely the principle of superior responsibility for the actions of subordinates under their supervision. The patient trusted the reputation of Gema Santi Regional Hospital, not the behind-the-scenes affiliation between the hospital and Udayana University (the doctrine of apparent agency). Therefore, the hospital is jointly and severally liable for these civil damages. Article 5 of the Cooperation Agreement ("All costs... shall be borne by the FIRST PARTY") appears to have anticipated this. The major problem lies in the lack of financial mitigation instruments. Civil lawsuits for malpractice can reach billions of rupiah. Imposing unlimited compensation on regional public hospitals (which, incidentally, utilize regional BLUD funds) could lead to the bankruptcy of regional healthcare facilities. Therefore, the absence of mandatory Professional Indemnity Insurance Cooperation Agreement regulations within this Cooperation Agreement constitutes a fundamental weakness in the institution's repressive legal protection. Without insurance, hospitals could potentially misinterpret their "cost obligations" by forcingSpecialist Doctor Education Program to personally bear the financial burden, which would be devastating to the student's financial well-being.
2. Criminal Liability and the Threat of Criminalization are completely different from civil law. Criminal law adheres to the principle that there is no crime without fault (geen straf zonder schuld), which emphasizes that responsibility is purely individual (individual liability). The doctrine of vicarious liability does not apply here. If a patient dies due to operational negligence in an emergency surgical procedure, the Director of the Regional General Hospital (RGH) or the DICS cannot be imprisoned in place of theSpecialist Doctor Education Program.

Table 4. Differences in the Legal Dimensions of Parties' Liability in Medical Disputes

Legal Dimension	Subject Bearing Final Responsibility	Doctrinal Basis / Legislation	Readiness of Regulations in the Cooperation Agreement of Gema Santi Regional Hospital
Administrative Law	Director of Regional General Hospital / Medical Committee / University Chancellor	Violation of accreditation standards, revocation of institutional permits, freezing of study programs (Regional Government Law, PP 28/2024).	It is regulated macro-wise in the Cooperation Agreement (Party I and II institutions take the burden), but the technical aspects of clinical governance are ignored.
Civil law	Gema Santi Regional Hospital (corporately) &Specialist Doctor Education Program (jointly and severally liable)	Onrechtmatige Daad(Article 1365) & Vicarious Liability (Article 1367 of the Civil Code).	Recognized in the Cooperation Agreement (Articles 4 and 5 of the hospital's burden), but fragile due to the absence of mandatory liability insurance (malpractice insurance).
Criminal law	Exclusive toSpecialist Doctor Education Program Individuals (Individual Liability)	The Principle of Culpability (Mens Rea / Negligence). Criminal Code Article 359/360 and criminal sanctions Law No. 17/2023.	**Very Vulnerable.**The absence of clear details of Clinical Authorities in the Cooperation Agreement increases the risk ofSpecialist Doctor Education Program being charged with criminal offenses due to accusations of acting outside of competence (unauthorized practice).

The threat of criminal charges for medical malpractice is stipulated in Articles 359 and 360 of the Indonesian Criminal Code. If the Cooperation Agreement fails to establish clear limitations on their authority, prosecutors will easily allege that the resident resident "acted beyond their competence," making them easy targets for systematic criminalization.

Considering the relevance of Legal Construction Theory in Emergency Situations, it is clear that the danger of overlapping responsibilities—especially when assignments are made on isolated islands—requires a Legal Construction Theory approach. Legal construction facilitates legal discovery when regulations (or Cooperation Agreement) do not provide clarity (rechtsvacuum). In the context of Gema Santi Regional Hospital, the Cooperation Agreement drafter must accommodate an emergency scenario (noodtoestand). This construction forces the interpretation that the actions of a Resident Medical Officer who is forced to make a final medical decision to save a life in a remote area, without on-site counsel, must be legally protected. This emergency action should not be interpreted as blind delegation (which could result in criminal charges beyond competence), but rather as an extension of the hospital's institutional mandate for emergency conditions (emergency clinical privileges), which places the remaining responsibility on the shoulders of the state hospital. Unfortunately, this protective construction is missing from the original Cooperation Agreement text.

Based on these discussions, a Formulary Recommendation Regarding the Legal Liability of Resident Doctors was proposed to end ambiguity and protect the future of specialist doctors willing to serve in remote areas. This Cooperation Agreement requires an addendum restructuring responsibility. The formulary recommendations that should be included regarding accountability aspects include:

1. Integration of Financial Safety Net Liability Insurance: Article 5 on mandatory financing must be revised. The addendum must formulate a clause that reads: “The First Party (RGH) that manages BLUD funds is required to allocate a budget and pay Professional Indemnity

Insurance premiums for allSpecialist Doctor Education Program placed at RGH Gema Santi during the cooperation period, to ensure financial protection in the event of a civil claim for compensation from a third party (patient).”

2. Pre-Litigation Dispute Resolution Architecture: Article 9 of the Cooperation Agreement , which currently directs disputes directly to litigation (District Court), is seriously detrimental to the spirit of the medical profession. This clause must be revised to read: "In any form of medical dispute or dispute (alleged negligence) involvingSpecialist Doctor Education Program, the parties are prohibited from directly bringing the case to the general courts. Disputes must first be resolved through a clinical audit by the Hospital Ethics and Legal Committee, medical mediation procedures, or awaiting expert review from the Indonesian Medical Disciplinary Honorary Council (MKDKI)."
3. Guarantee of Legal Aid Assistance: In accordance with the mandate of Article 219 of the Health Law, an advocacy guarantee clause must be added: "If the mediation route fails and theSpecialist Doctor Education Program is faced with an investigation, inquiry, or court process, then the Hospital and Educational Institution are obliged to jointly facilitate the provision of Litigation Legal Counsel to provide dignified legal defense for theSpecialist Doctor Education Program."

Implementing these comprehensive recommendations in terms of protecting authority and legal accountability will transform the Cooperation Agreement document, which initially only contained placement logistics, into a robust legal instrument that upholds the dignity of doctors, secures regional funds, and ultimately achieves a safe and optimal level of specialist services on Nusa Penida Island.

CONCLUSION

Based on the legal analysis that has been carried out on the Cooperation Agreement Cooperation Agreement between Gema Santi Nusa Penida Regional Hospital and Udayana University, the following conclusions can be drawn:

1) The legal protection provisions outlined in this Cooperation Agreement Cooperation Agreement remain very weak in providing legal protection for the Specialist Medical Education Program because they do not accommodate essential elements of legal certainty. The use of the term "Independent Senior Resident" without detailed clinical privileges and without professional liability insurance leavesSpecialist Doctor Education Program vulnerable to professional risks and criminalization. The protections provided in the current Cooperation Agreement are limited to administrative aspects and physical facilities, thus failing to meet adequate preventive and repressive legal protection standards for medical personnel in remote areas.
2) The legal liability of the Specialist Medical Education Program, as seen from the Cooperation Agreement , does not fully regulate the division of legal liability in the event of a medical dispute. There is a contradiction between the "Independent" label attached to the Resident Doctors Program and the supervisory responsibility clause assigned to the hospital. The absence of a structured supervision mechanism and the lack of provisions regarding the distribution of financial risk in the contract result in a vague legal liability structure. This has the potential to disadvantage Resident Doctors Program and hospitals in facing civil claims for compensation from third parties.

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