

# A case study of informed consent in Indonesian Law Number 29, 2004

*by Agung Sosiawan*

---

**Submission date:** 16-Dec-2022 06:05AM (UTC+0800)

**Submission ID:** 1982340403

**File name:** Dental\_Journal\_A\_case\_study\_of\_informed\_consent.pdf (196.63K)

**Word count:** 4915

**Character count:** 26674

Review article

## A case study of informed consent in Indonesian Law Number 29, 2004

Agung Sosiawan<sup>1,2,3</sup>, Vera Rimbawani Sushanty<sup>4</sup>, Dian Agustin Wahjuningrum<sup>5</sup>, Fery Setiawan<sup>6,7</sup>

<sup>1</sup>Undergraduate Student, Faculty of Law, Bhayangkara University, Surabaya, Indonesia

<sup>2</sup>Department of Forensic Odontology, Faculty of Dental Medicine, Universitas Airlangga, Surabaya, Indonesia

<sup>3</sup>Department of Dental Public Health, Faculty of Dental Medicine, Universitas Airlangga, Surabaya, Indonesia

<sup>4</sup>Law Department, Faculty of Law, Bhayangkara University, Surabaya, Indonesia

<sup>5</sup>Department of Conservative Dentistry, Faculty of Dental Medicine, Universitas Airlangga, Surabaya, Indonesia

<sup>6</sup>Doctoral Program of Medical Science, Faculty of Medicine, Universitas Airlangga, Surabaya, Indonesia

<sup>7</sup>Department of Oral Pathology and Maxillofacial, Faculty of Dental Medicine, Universitas Airlangga, Surabaya, Indonesia

### ABSTRACT

**Background:** Informed consent is an agreement between the doctor/the provider of medical services and the patient/the recipient of medical services. This relationship between these parties has changed from a paternalistic to a contractual relationship due to technological shifts. Doctors are obliged to notify the patient of all the risks and benefits of a procedure while respecting their autonomy by not intervening the decision-making process. This article will look at three government and academic hospitals in Surabaya, as informed consent has to be practiced in all medical settings. **Purpose:** This study aims to review the role of informed consent according to Law Number 29, 2004. **Review:** This study aims to discuss the characteristics of informed consent under Law Number 29, 2004, because there are too few articles addressing this issue. It also explains the roles of the patient and the doctor/dentist in informed consent according to this piece of legislation. **Conclusion:** According to Article 184, informed consent provides vital evidence that can be used to hold doctors and dentists legally accountable because it contains information about standard operating procedures (SOPs) that medical professionals are legally required to follow. Guidelines for informed consent are given in Law Number 29, 2004, Article 45, paragraph 2.

**Keywords:** medical action agreement; doctor-patient relationship; paternalistic-contractual; medical information; medicine

**Article history:** Received 19 April 2022; Revised 11 July 2022; Accepted 15 September 2022

Correspondence: Agung Sosiawan, Forensic Odontology and Dental Public Health Department, Faculty of Dental Medicine, Universitas Airlangga, Jl. Mayjen Prof Dr. Moestopo No. 47 Surabaya, 60132, Indonesia. Email: agung-s@fkg.unair.ac.id

### INTRODUCTION

The fourth paragraph in the introduction of the 1945 Constitution of the Republic of Indonesia and the Body of the 1945 Constitution in article 28A states that the national goal of the Indonesian people is to protect the entire Indonesian nation and fellow Indonesian citizens by making contributions in advancing public welfare and education while protecting freedoms and maintaining peace and social justice. Article 28A explains the right of every citizen to access health services because health is key to protecting life in general.<sup>1,2</sup>

As providers and recipients of health services, doctors and patients share a unique relationship that has become the

object of lengthy legal study about the responsibilities of, and protections for, both parties. One of issues that makes these concerns necessary is that of medical malpractice. Indictments for malpractice can be submitted by the public against a medical professional who is deemed to have abused their power to harm a patient, sometimes causing pain, injury, physical disability, or death.<sup>3</sup>

Disputes can occur if doctors are negligent in carrying out their legal responsibilities, as this may lead to a violation of the patient's rights, causing them to demand justice. Justice must be proportional whenever there is a dispute between the two parties.<sup>4,5</sup>

To avoid disputes around healthcare, doctors must be responsible, as outlined in Law No. 29, 2004. Accountability

must be based on the principle of social justice for patients whose rights are violated and doctors who must be held responsible for the patient's condition. The principle of social justice discussed here is the concept of proportional justice laid out in the introduction of the 1945 Constitution of the Republic of Indonesia mentioned above.<sup>6</sup>

The objective of this article is to explain the characteristics of informed consent under Law Number 29, 2004, concerning medical practice and the responsibilities of medical professionals by analyzing a combination of case studies and providing a narrative review of published articles. The aim of reviewing literature already published on this topic is to provide an overview of informed consent and the legal nature of the doctor–patient relationship. This article will look at three informed consent procedures from three different hospitals (referred to as Hospitals A, B, and C) in Surabaya to assess how strictly they conform to the guidelines laid out in paragraph 2 in Article 45 of Law Number 29, 2004.

There have been a number of examples of improper implementation of informed consent in dental care in Indonesia since the implementation of this law. The first case discussed here occurred in 2010, when a dentist mistakenly extracted a patient's tooth, causing them to be charged with malpractice. The malpractice charge levelled against the dentist was negligence. Another case in 2016 involved a dentist's failure to inform their patient of the relevant medical risks before failing to successfully extract a tooth, leaving fragments of the tooth in the gum, the removal of which later required a further operation. A third case of dental malpractice happened in 2020, when a dentist left an open wound in a patient's mouth during an operation. The dentist was reported to the police and the dental discipline council before being given a five-year prison sentence.

The purpose of the narrative review is to see how informed consent under Law Number 29, 2004, is enforced in Indonesian dental practice. Giving informed consent under this law involves respecting the patient's autonomy and requires the doctor or dentist to carry out their duties in line with the SOP. This is necessary to avoid the improper implementation of informed consent in Indonesia by forming a contractual relationship, made possible by technological developments that change patient perceptions.

## REVIEW

### Law Number 29, 2004

According to Law Number 36, 2009, certain pieces of information must be given to the patient for their consent to qualify as informed: details regarding the diagnosis and suggested medical procedure, the purpose of the proposed procedure, details of any other medical action to be carried out that may affect the patient, an account of the risks associated with the procedure, and a prognosis.

### Informed consent

Informed consent emerged to establish a change in the relationship between doctor and patient from a vertical, paternalistic relationship to a horizontal, contractual relationship. Informed consent is essentially a therapeutic agreement between doctors and patients based on the patient's health status. This can take two forms: implied consent (considered as given without being stated explicitly) and expressed consent (stated by the patient to the doctor). With treatments that pose a high risk of harm, informed consent must be given in written form. Doctors must prioritize the implementation of informed consent in their daily activities unless they believe that there are other people who are more competent and can provide assistance. For emergency care, informed consent does not need to be given, but if the patient or a family member is capable of receiving the necessary information and giving their consent, this must be carried out.

The therapeutic agreement of informed consent between doctor and patient is binding as soon as the agreement is signed. Once signed, it remains in effect until both parties consent to terminate the agreement. There are several principles that guide the implementation of informed consent, the most important of which is the principle of good faith. This is the principle that underlies the pre-negotiation stage before the contract or therapeutic agreement can be implemented. Therapeutic agreements between doctors and patients are based on mutual trust, but with that trust, there is responsibility and accountability that must be carefully considered by doctors when agreeing to perform medical interventions.

Responsibility in law has two facets, namely responsibility (*verantwoordelijkheid*) and liability (*aansprakelijkheid*). Liability refers to the position of a person or legal entity who must pay some form of compensation after a legal battle due to malpractice (liability with fault) or error (liability without fault), also known as risk responsibility (strict liability). The application of responsibility and liability requires a clear awareness of the relationship between the professional who has committed the crime and their employer. Article 2 of the Criminal Code states that criminal provisions in Indonesian legislation apply to anyone who commits an offense in Indonesia, including medical professionals.

Criminal law recognizes that crime in the health services can be justified and forgiven as outlined in jurisprudence, but this does not necessarily mean that justification and forgiveness can overturn criminal proceedings. The science of criminal law and jurisprudence gives specific reasons for the abolition of unwritten crimes based on justification and forgiving. Reasons for justification include when an unlawful act was regarded as lawful by the defendant. Regardless, the defendant's actions may still be unlawful, even if they are not criminal.

Informed consent acts as a piece of evidence that can be brought forth if ever there is a lawsuit filed by a patient against a doctor based on Article 184 of the Criminal Procedure Code, allowing the court to assess whether the

doctor's actions can be considered negligent. Hence, it is important that informed consent is as thorough and accurate as possible, especially in matters relating to diagnosis, the patient's treatment plan, and the prognosis. Also, the informed consent form must be signed by a witness.

#### Literature search strategy

A search for studies on informed consent between doctor and patient was conducted from January to February 2022. A librarian with knowledge of medical referencing developed individual search strategies and retrieved citations from ScienceDirect, PubMed and Google Scholar. A mix of terms were used together to find the relevant literature ("Informed Consent AND Therapeutic Contract AND Doctor-Patient Relationship"). The search strategies used in each database will be explained in the next paragraph.

#### Criteria

The narrative review includes studies that examine Indonesian doctors' awareness of their legal responsibilities under Law Number 29, 2004. The following inclusion and exclusion criteria were used. The articles had to include a discussion of doctors and their patients, the therapeutic relationship they share, the contractual relationship they share, informed consent from the point of view of Indonesian law, and specific reference to paragraph 2 in Article 45 of Law Number 29, 2004. Articles were excluded if they had an abstract only or belonged to obscure, protected, or unassessed journals or papers. These criteria were based on technical issues and reliability.

#### Data Extraction

This study is based on descriptive data, including the legal points of view of the doctor and the patient. Table 1 shows how data was extracted from the 22 sources used in the narrative review. There are two kinds of study analyzed here: those that focus on the practice of dentists and doctors and those that focus on legal responsibility in the doctor-patient relationship. The former could be seen as being based on Law Number 29, 2004, and the application of informed consent. The latter could be seen as being based on the theory, legality, therapeutic agreement, legal liability theory, and medical treatment risks that guide the dentist/doctor's daily practice.

The description criteria were formulated by analyzing the contents of the informed consent contract for Hospitals A, B and C (concerning labelling, the consent body, level of detail, ease of interpretation, the purpose of medical action, alternatives and risks, the prognosis, details of the contract between the operator and patient, personal data, the number and details of the witnesses' present, and the full names of the operator and the patient; see Table 2).

The extraction of component data from the informed consent contracts in these three hospitals is detailed in Table 3. The author has categorized each of these requirements as very clear, clear enough, unclear, and very unclear based

on how well they convey the criteria covered in paragraph 2 in Article 45 of Law Number 29, 2004. The data was extracted after reading and analyzing the informed consent forms of the three hospitals.

## DISCUSSION

A description of the gold standard for informed consent can be found in paragraph 2 in Article 45 of Law Number 29, 2004, which discusses the issue of seeking approval for medical or dental interventions. Paragraph 1 of Article 45 states that every medical or dental action to be carried out by a doctor or dentist on a patient requires their approval. Paragraph 2 states that this consent must be given after the patient has received a complete explanation of the proposed medical procedure in line with the gold standard of informed consent, covering the diagnosis, the nature of the procedure, its purpose, its risks, any other alternative actions and associated risks, and a prognosis.<sup>7,8</sup>

Article 45, paragraph 4, explains that the approval mentioned in paragraph 2 can be given in writing or verbally. Paragraph 5 goes on to state that any medical or dental procedure that comes with a high risk must be given written approval and signed by the person permitted to give consent. Paragraph 6 explains the provisions relevant to the approval of medical or dental procedures as referred to in paragraphs 1–5, which are regulated by Ministerial Regulation.

A number of additional requirements were also identified in the published literature, namely: the category of risk that comes with the given medical action (high, medium, and low); the time, place, and date of the signing of the informed consent agreement; the number of witnesses who were present and participated in signing the informed consent form; a column with the full names of doctors, patients, and witnesses who were present at the time of signing.<sup>9–11</sup>

Based on the data in Table 1, it is clear that the informed consent procedure at Hospital A comes closest to the gold standard of informed consent outlined in Law Number 29, 2004. The informed consent procedures at Hospitals B and C are less clear and do not follow these guidelines as closely as Hospital A.

The four comparisons made in Table 2 address the fundamental issues that make informed consent one of the best ways to ensure proportional justice between doctors and patients. These comparisons are based on cases in dental treatment. Here, the dentists had to ensure that their medical treatment would not endanger their patients or involve medical malpractice. At Hospital B, the majority of labels and informed consent bodies do not clearly reflect a sufficiently rigorous informed consent procedure. The label section of Hospital B does not clearly state the location as given by the Surabaya City Government because the font is too small. This is important because the label must clearly state where the informed consent was given so that

Table 1. Data extraction process from 22 references used in narrative review

	Reference																						% Sign
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	
Related to practice of both dentist/ doctor in medicine	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	-	✓	-	-	✓	-	✓	✓	72.7
Law No. 29 of 2004	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	-	✓	✓	✓	-	✓	✓	✓	✓	✓	86.3
Informed consent	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	-	✓	✓	✓	✓	✓	90.9
Related to the position of a doctor-patient relationship	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	-	✓	✓	✓	✓	✓	86.3
Covenant theory	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	-	✓	✓	✓	-	✓	✓	81.8
Legal aspect	✓	✓	✓	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	-	✓	-	✓	-	✓	-	✓	✓	77.2
Therapeutic agreement	✓	-	✓	✓	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	-	✓	86.3
Legal liability theory	✓	-	✓	-	-	✓	✓	-	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	81.8
Medical treatment risks	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	100

Table 2. Informed consent analysis of three hospitals (Hospital A, Hospital B, and Hospital C) in Surabaya

Description	Hospital A	Hospital B	Hospital C
Informed Consent Label	Very clear	Very Unclear	Very clear
Informed Consent Body			
Detailed information on the action (diagnosis and medical procedures) that will be carried out	Very clear	Very Unclear	Clear enough
Ease of interpretation of the purpose of medical action in detail info on the action to be taken	Very clear	Very Unclear	Very Unclear
Details of other alternative actions and the risks of medical treatment that can occur after the procedure is carried out	Very Unclear	Very clear	Very Unclear
Prognosis of the medical action to be taken	Very clear	Very Unclear	Very Unclear
The contract between the operator and the patient on the points to be held	Very clear	Very Unclear	Very Unclear
Informed Consent person data	Very clear	Unclear	Very clear
Closing			
Informed Consent detail contract time	Very clear	Very clear	Unclear
Number of witnesses involved in the Informed Consent signing process	Very clear	Very clear	Very clear
The full name of the operator and patient in the Informed Consent	Very clear	Very clear	Very clear

Table 3. Extracting data of informed consent taken from three hospitals based on component mentioned in paragraph 2 article 45 Law Number 29, 2004

Component mentioned in paragraph 2 article 45 Law Number 29, 2004	Informed consent of Hospital A	Informed consent of Hospital B	Informed consent of Hospital C
Medical diagnosis and procedures	✓	-	✓
The purpose of the medical action taken	✓	✓	-
Alternative courses of action and their risks	✓	✓	-
Risks and complications that may occur	-	✓	-
The prognosis for the action taken	✓	-	-

the necessary documentation can be found in the patient's medical record if a legal issue arises.<sup>12–14</sup>

The informed consent body of Hospital B is also unclear, except for the detailed description of the relevant risks of a procedure. In the detail section of action info, information on relevant risks, the prognosis, and the contract between the operator and the patient lacks clarity. As such, some of the important parts of the informed consent form are not clear enough to meet the gold standard of informed consent as required by Law Number 29.<sup>15</sup>

These sections are important because the purpose of informed consent is to inform the patient about all of the proposed medical actions and to ensure that the patient is protected by law and can refuse any medical procedure they do not feel comfortable with. Doctors are not allowed to perform medical actions in any form without the consent of the patient. According to SK PB IDI Number 319/PB/A4/88, all relevant information must be given to the patient in its entirety, and the doctor must not withhold any such information. This must include all the potential advantages and disadvantages of planned medical treatments.<sup>16,17</sup>

The signatures are an important part of the contract because they confirm that all the necessary information has been exchanged, including that which relates to competence, the delivery of information, the patient's understanding of the information they have received, and the patient's right to approve of or reject proposed medical procedures.<sup>18,19</sup>

These checks must be made in an informed consent form because there is never a guarantee that medical treatment will come without side effects or risk. Even the most seemingly benign medical treatment, such as the administration of a commonly used drug, can pose a risk that may result in the patient suffering from an unforeseen reaction. In addition, the signatures on the contract help guarantee the patient's autonomy, as they can refuse to sign the document if they do not want to take the treatment. If the patient is later dissatisfied with their treatment, the doctor may be subject to charges under the KUHP, articles 359 and 360, which include reference to legal proceedings for negligence (*culpa*).<sup>20</sup>

The informed consent procedure at Hospital C is equally unclear and lacking in rigor compared with the gold standard of informed consent. In particular, there is a lack of clarity regarding the ease of interpretation, the information provided on the proposed treatment, the level of risk, and the agreement between the doctor and the patient stating that the doctor has fully informed the patient regarding their condition and the potential effects of the treatment.<sup>8,21</sup>

This lack of clarity on such important medical issues can endanger not just the patient, but the reputation of the medical professionals involved by undermining the effectiveness of the agreement. Correctly and clearly established informed consent that adheres to the principle of proportional justice is needed for the student medical professionals at these facilities to protect themselves and their patients in the future.<sup>20,21</sup>

Moreover, Hospital C's informed consent form only contains reference to the place and date it was signed by the patient, omitting the exact time. The signing of the informed consent agreement indicates that the five requirements of informed consent have been fulfilled and that the patient's right to autonomy in giving their consent for medical action without coercion from other parties has been granted.<sup>19,20</sup>

Hospital C's procedure is also unclear in laying out the information that should be conveyed to the patient regarding the proposed treatment, the prognostic risks of the treatment, and the contract between the doctors and the patient. These are important matters in adhering to the gold standard of informed consent and ensuring proportional justice between doctors and patients.<sup>21</sup>

In contrast, Hospital A provides a good example of informed consent that is clear, safe, and adheres to the gold standard of informed consent. As such, it acts as an effective therapeutic agreement between the doctor and the patient, thereby allowing both parties access to proportional justice. However, Hospital A's form is lacking when it comes to details about the informed consent body, precisely in the absence of a detailed section on the risks associated with proposed treatments. It is crucial that patients are given a detailed account of the relevant risks because they allow the patient to consider all possible advantages and disadvantages of treatment before consenting to it. This also helps to avoid conflict between patients and doctors if patients are later dissatisfied with the outcome of the treatment.<sup>19</sup>

The missing pieces of information in the informed consent forms from Hospitals B and C could lead to acts of negligence (*culpa*) because they fail to set out the professional standards and code of ethics necessary to ensure that the patient is properly informed when they give their consent.<sup>8,18,22,23</sup>

Though important, informed consent procedures should not prevent doctors from acting quickly to save someone's life in an emergency, and doctors should always provide first aid when necessary. They may carry out the informed consent procedure later on with the patient or a family member for any further treatments. Nonetheless, a doctor or dentist providing emergency care must still comply with the applicable SOPs.<sup>22,24–27</sup>

The gold standard of informed consent is an important starting point in evaluating the informed consent procedures of health facilities (*faskes*) on a large scale. This can help improve patient and doctor safety and the quality of health services in Indonesia while minimizing the occurrence of patient–doctor lawsuits and conflicts.<sup>28–30</sup>

In conclusion, informed consent, based on guidelines given in paragraph 2 in Article 45 of Law Number 29, 2004, provides crucial evidence in medical cases, as stated in Article 184. It is used to ensure the legal accountability of doctors and dentists because it contains information about their adherence to SOPs when providing diagnoses, treatments, and relevant treatment information.

## REFERENCES

1. Adi P. Kebijakan formulasi hukum pidana dalam rangka penanggulangan tindak pidana malpraktik kedokteran. *Law Reform*. 2010; 6(1): 83–96.
2. Amri SR. Peran informed consent sebagai aspek legal dalam pelayanan kesehatan - The role of informed consent as the legal aspects in health care. *Artik Telaahan*. 2020; (April): 1–6.
3. Apriyansyah MS. Kajian yuridis persetujuan tindakan medis (informed consent) dalam perspektif undang-undang nomor 29 tahun 2004 tentang praktik kedokteran. *J Ilmu Huk Tambun Bungai*. 2020; 5(2): 755–74.
4. Busro A. Aspek hukum persetujuan tindakan medis (inform consent) dalam pelayanan kesehatan. *Law, Dev Justice Rev*. 2018; 1(1): 1–18.
5. Eutheriana RRA. Informed consent as a legal protection for patients. *Dentika Dent J*. 2016; 19(2): 168–73.
6. Felenditi D. Penegakan otonomi pasien melalui persetujuan tindakan medis (informed consent). *J Biomedik*. 2009; 1(1): 29–40.
7. Gizela BA. Studi evaluasi pelaksanaan informed consent pada tindakan invasif berisiko tinggi. In: *Prosiding Pertemuan Ilmiah Tahunan 2017*. Pekanbaru: Universitas Riau; 2017. p. 40–9.
8. Herwanda, Rahmayani L, Fadhilla S. Gambaran penggunaan persetujuan tindakan medis oleh dokter gigi muda di RSGM UNSYIAH. *Cakradonya Dent J*. 2016; 8(2): 123–31.
9. Nasichin M. Pelaksanaan persetujuan tindakan medis (informed consent) antara pihak Rumah Sakit Muhammadiyah Gresik dengan pasien operasi caesar berdasarkan pasal 45 undang-undang no 29 tahun 2004 tentang praktik kedokteran. *J Pro Huk*. 2017; 4(1): 1–19.
10. Nurhasannah. Tinjauan yuridis pertanggungjawaban pidana terhadap dokter dan rumah sakit tidak memberikan informed consent kepada pasien dalam hal terjadinya kematian atau luka bagi pasien. *Jom Fak Huk*. 2018; 5(2): 1–13.
11. Octaria H, Trisna WV. Pelaksanaan pemberian informasi dan kelengkapan informed consent di Rumah Sakit Umum Daerah Bangkinang (RSUD Bangkinang). *J Kesehat Komunitas*. 2016; 3(2): 59–64.
12. Oktarina. Kebijakan informed consent dalam pelayanan gigi di Indonesia - Dental care informed consent policy in Indonesia. *J Manaj Pelayanan Kesehat*. 2010; 13(1): 3–8.
13. Pakendek A. Informed consent dalam pelayanan kesehatan. *AL-IHKAM J Huk Pranata Sos*. 2010; 5(2): 309–18.
14. Patel JY. A study on evaluation of patient satisfaction with dental health care services. *Int J Sci Res Publ*. 2014; 4(8): 9–12.
15. Pongantung I, Pangkarego OA, Pinangkaan N. Kedudukan alat bukti elektronik dalam pembuktian tindak pidana informasi dan transaksi elektronik berdasarkan Undang-Undang nomor 19 tahun 2016. *Lex Crim*. 2021; 10(7): 147–56.
16. Pontoh MR. Penegakan hukum pidana terhadap resiko medik dan malpraktek dalam pelaksanaan tugas dokter. *Lex Crim*. 2013; 2(7): 74–83.
17. Pribadi I. Legalitas alat bukti elektronik dalam sistem peradilan pidana. *Lex Renaiss*. 2018; 3(1): 109–24.
18. Purnama SG. Modul etika dan hukum kesehatan. Universitas Udayana; 2017. p. 1–11.
19. Soekanto S. Pendidikan hukum, penelitian dan profesi yang berhubungan dengan hukum. *Maj Huk dan Keadilan Tahun ke IV*. 2010; (5–6): 32.
20. Suntama W. Kajian tentang informed consent (persetujuan tindakan medis) menurut UU No. 36 tahun 2009 tentang kesehatan. *Lex Priv*. 2017; 5(5): 90–8.
21. Supriyatin U. Aspek hukum dalam penyelenggaraan praktik kedokteran dihubungkan dengan Undang-Undang nomor 29 tahun 2004 tentang praktik kedokteran. *J Ilm Galuh Justisi*. 2018; 6(1): 117–24.
22. Rohman A, Syafruddin S. Model perlindungan dan pemenuhan hak pasien terhadap pelaksanaan informed consent di Indonesia. *Mimb Huk*. 2019; 31(2): 222–36.
23. Judi. Penerapan informed consent pada pasien gawat darurat di Rumah Sakit Umum Daerah Ambarawa. In: *Seminar Rekam Medis dan Manajemen Informasi Kesehatan*. Semarang: PORMIKI; 2017. p. 62–5.
24. Wagi CG, Kristanto EG, Lumunon T. Informed consent di instalasi gawat darurat RSUP Prof. Dr. R. D. Kandou Manado. *J Biomedik*. 2017; 9(1): 58–61.
25. Pratiwi I, Atmadja IBP, Bagiastra IN. Pelaksanaan Persetujuan Tindakan Medis (Informed Consent) Pada Proses Persalinan yang Dilakukan Oleh Bidan di Klinik Citra Asri Yogyakarta. *Kertha Semaya*. 2014; 2(1): 1–15.
26. Realita F, Widanti A, Wibowo DB. Implementasi persetujuan tindakan medis (informed consent) pada kegiatan bakti sosial kesehatan di Rumah Sakit Islam Sultan Agung Semarang. *Soepra J Huk Kesehat*. 2017; 2(1): 30–41.
27. Sulistyanningrum HP. Informed consent: Persetujuan tindakan kedokteran dalam pelayanan kesehatan bagi pasien Covid-19. *Simbur Cahaya*. 2021; 28(1): 166–86.
28. Arini LDD, Ifalhma D, Sumarna A. Studi literatur pelaksanaan informed consent atas tindakan kedokteran di Rumah Sakit. In: *SIKESNas*. Surakarta: Universitas Duta Bangsa; 2021. p. 1–5.
29. Mayasari DE. Informed consent on therapeutic transaction as a protection of legal relationship between a doctor and patient. *Mimb Huk*. 2017; 29(1): 176–88.
30. Sinaga NA. Perjanjian terapeutik kaitannya dengan informed consent dalam praktik kedokteran di Indonesia. *J Ilm Huk Dirgant*. 2021; 12(1): 876.

# A case study of informed consent in Indonesian Law Number 29, 2004

## ORIGINALITY REPORT

12%

SIMILARITY INDEX

10%

INTERNET SOURCES

7%

PUBLICATIONS

2%

STUDENT PAPERS

## PRIMARY SOURCES

1	Submitted to Universitas Airlangga Student Paper	2%
2	<a href="#">newinera.com</a> Internet Source	1%
3	<a href="#">www.dovepress.com</a> Internet Source	1%
4	<a href="#">www.jidmr.com</a> Internet Source	1%
5	<a href="#">archive.wusa9.com</a> Internet Source	1%
6	<a href="#">download.garuda.kemdikbud.go.id</a> Internet Source	1%
7	<a href="#">123dok.com</a> Internet Source	1%
8	<a href="#">e-journal.fh.unmul.ac.id</a> Internet Source	1%
9	<a href="#">journal.rescollacomm.com</a> Internet Source	<1%



10	<a href="http://jurnal.ulb.ac.id">jurnal.ulb.ac.id</a> Internet Source	<1 %
11	Anggun Rezki Pebrina, Johni Najwan, Evalina Alissa. "Fungsi Penerapan Informed Consent sebagai Persetujuan pada Perjanjian Terapeutik", <i>Zaaken: Journal of Civil and Business Law</i> , 2022 Publication	<1 %
12	<a href="http://dinamikahukum.fh.unsoed.ac.id">dinamikahukum.fh.unsoed.ac.id</a> Internet Source	<1 %
13	<a href="http://jurnal.untagsmg.ac.id">jurnal.untagsmg.ac.id</a> Internet Source	<1 %
14	<a href="http://ijnhs.net">ijnhs.net</a> Internet Source	<1 %
15	Dahlia Dewi Apriani. "Implementation of State Jurisdiction and Handling of Taxation of Vessels in Indonesian Sea Waters", <i>KnE Social Sciences</i> , 2021 Publication	<1 %
16	<a href="http://doaj.org">doaj.org</a> Internet Source	<1 %
17	Abdul Kolib. "Analisis Yuridis Perbandingan Risiko Medis dengan Kelalaian Medis", <i>AL-MANHAJ: Jurnal Hukum dan Pranata Sosial Islam</i> , 2020 Publication	<1 %

18	<a href="http://ejournal.warmadewa.ac.id">ejournal.warmadewa.ac.id</a> Internet Source	<1 %
19	<a href="http://ijair.id">ijair.id</a> Internet Source	<1 %
20	<a href="http://repository.uia.ac.id">repository.uia.ac.id</a> Internet Source	<1 %
21	Carla Perrotta, Mariana Romero, Yanina Sguassero, Natalia Riguetti, Celina Gialdini, Ana Pilar Betran, Silvina Ramos. "Women's Views and Preferences for Mode of Birth in Public Hospitals in Argentina: a Mixed-methods Study", Research Square, 2021 Publication	<1 %
22	Dwi Retno Wulandari. "The Legal Position Of Electronic Medical Recording As An Evidence At The Court", Ius Poenale, 2021 Publication	<1 %
23	<a href="http://repub.eur.nl">repub.eur.nl</a> Internet Source	<1 %
24	<a href="http://www.thejhpm.com">www.thejhpm.com</a> Internet Source	<1 %
25	Pipi Susanti, Rafiqqa Sari. "Government Responsibility for The Fulfillment Basic Rights of Unprosperous people In Education Sector", Substantive Justice International Journal of Law, 2021	<1 %

## Publication

---

Exclude quotes      Off

Exclude matches      Off

Exclude bibliography      On

# A case study of informed consent in Indonesian Law Number 29, 2004

---

## GRADEMARK REPORT

---

FINAL GRADE

**/0**

GENERAL COMMENTS

**Instructor**

---

PAGE 1

---

PAGE 2

---

PAGE 3

---

PAGE 4

---

PAGE 5

---

PAGE 6

---