

LIABILITY OF SERVICES OF DENTAL TECHNICIAN IN SUPPORTING THE DENTAL HEALTH CONSUMER

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The study aims to analyze the legal liability of the services performed by a dental technician in supporting the dental health of consumers. Community economic factor is still low, as well as the commonness of knowledge and dental health as well as the number of dentists who have not been balanced by the number of dental patients entrust patient treatment causes teeth to the dental technician. Dental technician who has a practice permit only authorized to build and install artificial teeth. dental technician should not be patching, revoke, perform dental implants, cleaning tartar, including a pair of braces(stirrup).Dental technician who acted beyond its authority could be the case of malpractice, so it must be accountable for his actions. The research method in this paper uses normative law research, with a juridical approach that is supported jenis data used in this research is secondary data consisting of Legal Materials Primary, Secondary Law Materials and material Tertiary Law.

The results showed that the legal relationship that occurs between the dental technician and consumers based on the belief that lead to an agreement on the parties. The legal relationship resulting in the emergence of legal liability dental technician either civil or criminal basis.

Keyword: accountability, legal, dental technician, support, dental hygiene.

RESEARCH BACKGROUND

Health is a primary human need in order to survive and work to fulfill its disposition. Human beings are creatures are vulnerable to all sorts of diseases, one of which is associated with the teeth. Teeth are an important part of the human body that serves as mastication, esthetics, phonetics, and stigmatognatik. Ideally, every individual will retain their permanent teeth, but teeth will be loose or need to be lifted in accordance with the indication. The loss of one or several teeth can lead to disruption of the balance of occlusion of teeth, disrupting the function, mastication, and stomatognasi, so it will affect the nutritional status and have an impact on the quality of human life.

Based on data from the WHO (*World Health Organization*), in 2012 there were about 60-90 percent of the population of a country who have cavities. Cavities

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are the 'investment' for chronic diseases as described by Dr. drg. Zaura Rini Anggraeni.¹ Dianjurankan community to visit the dentist at least every six (6) months in order to prevent and detect early if there are abnormalities and receive immediate dental care before the situation becomes more severe,² these recommendations have not been fully carried out by the community.

As we know that Health as one element of public welfare should be realized through a variety of health in the context of overall health development and are supported by an integrated health system in favor of the people.³ Meaning of the right to health for everyone without exception means that the state is responsible for realizing the fulfillment prima.⁴ Meanwhile, in the 1945 NRI Constitution stipulates that every person has the right to live physical and spiritual prosperity, reside and obtain a good living environment and healthy and receive medical care.⁵ Article 1, paragraph 1 of Law No. 36 Year 2009 on Health states that: Everyone has the right to a decent life, in both personal health and family termasuk to get food, clothing, housing and other social services are required, so it is said that the health as one the basic human needs in addition to clothing, food, housing and education and is one of the basic rights of social (*the right to healthcare*) and individual rights (*the right of selfdetermination*) to be realized in the form of the provision of health services that secure quality, affordable by the public. Therefore each activity and efforts to improve public health must be implemented are basically humanity, balance, benefits, protection, respect for rights and obligations, gender equality and non-discrimination and religious norms.⁶ The right to receive medical care are also regulated by *the Universal Declaration of Human* Namely Rights, everyone is entitled to a standard of living adequate for the health and well-being of himself and his family, including the right to food, clothing, housing, and medical care, necessary social services.⁷

Based on data from Agency for Health Research and Development Ministry of the Republic of Indonesia in 2013 showed that 25.9 percent of the Indonesian population have oral and dental problems in the last 12 months (*potential demand*). Among them, 31.1 percent are receiving care and treatment from medical personnel of the tooth (dental nurse, dentist or dental specialist), while 68.9 percent do not care. Overall affordability / ability to get dental care from medical personnel only 8.1 percent.⁸

Data can be concluded that in the treatment of dental and oral diseases alone or in the stage already suffering from the disease and need special care, in fact, does not reach the public oral health services are needed especially in the prevention stage. Gum disease is a disease that is widespread in Indonesian society. Factors cause of dental and oral diseases are influenced by environmental factors, behavioral and dental health services.⁹

Besides, there is another factor that contributes to dental services in Indonesia, due to the few dentists in Indonesia at this time. Comparison between the dentists

who are ready to practice with a population not reached the target that is supposed to be at 11:10 thousand and numbers achieved the new 9.5: 100 thousand.¹⁰ Based on these data, it is known the number of dentists is still far from being needed by the people of Indonesia with the spread of dental practice is also uneven.

Therefore linked oral health care, the Indonesian people have traditional health care alternatives that services provided by the dental technician. Dental technician are those who do the work in the field of dental health, but do not have an official certificate from the Ministry of Health as well as the educational institution that is recognized by the Ministry of Health. Dental technician also does not have the provision of dentistry that according to medical norms. Skills to provide dental related services they get for outdidak and falling down so that it can be possible there will be mistakes and omissions that harm patients. However, the number of people who use non-medical health services such as dental technician is still high. That's because economic factors in order to obtain medical care dental health remains low, while services are relatively expensive dentist. In addition, the process of tooth factors and healing time are considered relatively short compared to treatment with a dentist that causes patients to feel efficient entrust the treatment of teeth into this non-medical services. Moreover, recently the practice of dental technician has the recognition as a traditional medicine from the government based on the Decision of the Constitutional Court (MK) No. 40 / PUU-X / 2012 "Artisan Dental Work" and is set in the Minister of Health (PERMENKES) No. 39 of 2014 on "Development, Supervision and Licensing, Artisan Works Dental. Based on the Constitutional Court Decision No. 40 / PUU-X / 2012, dental technician otherwise does not violate Law No. 29 of 2004 on the practice of medicine if it gets permission from the Government.

While the dental technician practice if we look closely, it is considered a big issue that resulted in losses to the patients of the dental technician service users. Cases are usually common among others, that the incidence of severe infections, swelling of the face, almost all red and swollen gums with state trismus / could not open his mouth. There was also a *halitosis* (bad breath) were terrific, the fungus (*oral candidiasis*) caused by denture firmly attached so it can not be removed. These cases often caused in making the denture only so long alone, without regard to anatomy, physiological oral cavity, hygiene and healthy gum tissue and supporting the teeth.¹¹

Community health service users (hereinafter in this article will be referred to as consumers) are flawed, because consumers are often in a disadvantage. This is because the laws governing the rights of consumers in Indonesia is not working as it should, so it is not uncommon patients harmed even without fault on his side when dealing with health care providers, in other words the consumer's health is said to be "unable" to demand compensation and or enforce their rights. Under these conditions, the problems in this paper are:

- a) How is the legal relationship between the dental technician in the service of health care providers with their customers?
- b) How the legal accountability of services performed by a dental technician in supporting the dental health of consumers and the demands of what can be addressed to traditional healers when traditional healers is detrimental to the patient?

RESEARCH METHOD

This type of research used in this study is a normative legal research methods, the research law laying down the law as a system of building norms. Norm system in question is about the principles, norms, rules of the legislation and doctrine. In this research used juridical approach, by examining the rule or the rule of law as a building system related to a legal event.¹² Data used in this research is secondary data consisting of Legal Materials Primary, Secondary Law Materials and Tertiary Laws material obtained from books, literature, papers, legislation and other data sources. Secondary data collection is done using the method of approach to literature, which is a research literature by using materials that support the law library in this study. The collection of legal materials is done by the search, collection, and document conventionally as read, look listen, as well as with information technology (internet media). Secondary data such as primary legal materials, secondary law, and tertiary legal materials that have been collected and processed will be analyzed by the method of normative which will then be presented descriptively. Analysis of the data in this study used a qualitative analysis.

RESEARCH FINDING AND DISCUSSION

1. Legal Relationship Between Artisan Dental Employer Services in the Field of Health Services to Consumers

The legal relationship¹³ between the dental technician and the consumer is actually a relationship of health services (*medicalservice*) or another term medical action between *health providers* (health care provider) with *health receivers* (receivers health services). Based on the characteristics found in the profession, the dental technician work has a special characteristic that is a very personal relationship based on trust meaning that consumers¹⁴ have the confidence or belief that the dental technician is able to help alleviate suffering. This is due to the consumer is a layman who needs help people who are trusted to alleviate misery.

Dental technician are those who do the work in the field of dental health, but do not have an official certificate from the Ministry of Health or the educational institution that is recognized by the Ministry of Health.¹⁵ Dental technician belongs to a group of traditional health workers skills group¹⁶ for dental technician works based on expertise gained from generation to generation. Meanwhile Permenkes

No. 39 of 2014 defines the dental technician is someone who has the ability to create and install a removable denture.¹⁷ Denture is a denture is made to replace all the original teeth along the gum tissue sections were missing, because if someone has lost all molars, it can inhibit the function of mastication, phonetics function, aesthetic function and can affect the psychological state.

The relationship between the dental technician and the consumer is a legal relationship. The legal relationship between the dental technician and consumer are formed because there is no agreement. The deal was to form a therapeutic agreement between the dental technician and consumers, it means a therapeutic agreement is formed when consumers give their consent to the dental technician to perform acts of healing after dental technician to explain to the consumer. The logic of the law, a practicing dental technician has made a public offering in providing health care services as the first condition of the formation of the agreement. Therefore, in essence, consumers who came forth and asked to be served dental technician is a form of acceptance of the offer, so in this case, the agreement is a source of engagement in general.¹⁸

Deal going to form an agreement granting services so that each party must fulfill the terms of the agreement. Agreement is an event where a promise to someone else or where two people are pledged to carry things,¹⁹ the form of the agreement in the form of a series of words that contain the promises on the ability of the spoken or written, thus the relationship between engagement and agreement is that the agreement will lead to the engagement.²⁰

Subekti states that a treaty is an event where one promise to another person or between the two men promised each other to implement something.²¹ The agreement was valid if it meets the requirements as set out in Article 1320 KUHPP whose elements are:

1. There is an agreement on their mutual bind himself
2. existence of an ability to make an engagement
3. Concerning the particular case
4. One reason that allowed agreement to be made will apply legally as well as laws that make it binding on the parties as set forth in Article 1338 and 1339 of the Civil Code, therefore the agreement should be implemented in good faith so as to give certainty and legal protection for those involved. Similarly, the agreement made between dental technician with the consumer, so that the agreement can be realized properly and optimally.

Civil Code recognize two kinds of agreements are:²²

- a) *Inspanningsverbintenis*, namely agreements effort, meaning that both sides promised to make an effort to the maximum to realize what was agreed.
- b) *Resultaatverbintenis*, which is an agreement that the parties promised to provide a resultaat, which is a real results in accordance with what was agreed.

Agreement between the dental technician with consumers, including the agreement *inspanningverbintenis* or engagement efforts, as a dental technician is obliged to seek health services with the seriousness according to the abilities, skills and authority he had.

2. Legal accountability Artisan Dental Services In Support of Dental Health Consumers

As stated above that the Plumbers teeth as traditional healers²³ who perform legal relationship with the customers included in the engagement effort (*inspanningverbintenis*), which in seeking such treatment must be performed in good faith and decency in society. Although it is rather difficult to determine that the dental technician traditional healers such as negligence or errors in treatment efforts, but the responsibility for its work remains to be done.

In general the principle of responsibility in law can be distinguished as²⁴ follows: 1). Error (*liability based on fault*); 2). Presumption is always responsible (*presumption of liability*); 3). Presumption is always not responsible (*presumption of nonliability*); 4). Tanggung responsibility of the (*strict liability*); 5). Pembatasan responsibility (*limitation of liability*).

The principle of responsibility based on fault is contrary to the principle of law, which means that contrary to the law, decency and morality in society. This principle requires that the act causing the error to compensate for the injured party. The principle of the presumption of always responsible for making a defendant is always considered responsible until it can prove that the defendant is not guilty, it means that the burden of proof is on the defendant. The principle of the presumption not always responsible for a reversal of the presumption to always be responsible, that businesses should not be responsible for any losses incurred. The principle of strict liability is a principle of responsibility that sets the error is not as decisive factors. But there are exceptions that allow to exempt from responsibility. The principle of absolute responsibility to protect consumers who are disadvantaged from business actors in their business activities which violate the guarantee arising properties does not match the promise, there is an element of negligence that businesses do not meet the standards. The principle responsibility of the restrictions is where businesses include standard provisions made for herself.

(a) The Code of Civil Code

If the dental technician for negligence in his job then the dental technician in terms of civil law has made broken promises or default as provided in Article 1239 of the Civil Code. In civil law a person deemed to have committed *wnprestasi* or break a promise²⁵ if: 1). Do not do what he has *disepakati* untuk do or not do at all achievement; 2) do what it promises, but too late; 3). Do what was promised, but not as agreed or performance is not good; 4). Do something according to their

agreement should not be done. Associated with the fault and negligence of the dental technician is the third element, as the legal relationship between the dental technician with customers is an effort to optimal dental technician who tried to take action to alleviate the suffering of consumer gear. As a result of their breach than in theory dental technician may be required to²⁶ make: 1). Fulfillment of the agreement; 2) Termination of agreement; 3). Substitute losses; 4). Fulfillment of agreements and penggantian kerugian; 5). Termination and replacement of losses.

Related claims for compensation is then in Article 58 of Law No. 36 Year 2009 on Health provides that, *"Everyone is entitled to claim damages against a person, health personnel, and / or the provider to incur losses due to errors or omissions in the health services received"*, as well as those set forth in Article 77 of Law No. 36 of 2014 on Health workers, which provides that: *"any recipient of healthcare harmed by negligence and fault of health workers can seek redress in accordance with the legislation"*. The settings in Law No. 36 Year 2014 can also be applied to the dental technician for dental As known Plumbers belongs to the category of health workers are regulated in the Law of health workers and included in the group of traditional health workers.²⁷

Furthermore, dental technician but can be prosecuted for having broken a promise or breach of contract, the dental technician can also be sued civilly has committed an unlawful act when the result of the action of the dental technician has resulted in a loss to the consumer. The legal basis for compensation claims based on tort is Article 1365 of the Civil Code and Article 1366 of the Civil Code. This is done when there is evidence that supports that the consumer losses have causality of actions the dental technician.

Article 1365 of the Civil Code provides that: any unlawful act which therefore cause harm to others, require a person who due to his fault causing the loss of damages. ²⁸ JB van Bemmelen provide an understanding of tort as follows:²⁹ 1). Contrary to a reasonable accuracy in the association community regarding people or goods; 2). Contrary to the obligations imposed by law; 3) without right or authority itself; 4) .bertentangan with the rights of others; 5) contrary to the objective laws. So the work performed dental technician could be charged with article 1365 Civil Code and Article 1366 of the Civil Code if it meets the elements in the aforementioned article.

(b) Law No. 8 of 1999 on Consumer Protection

More handyman teeth can also be charged under Law No. 8 of 1999 on Consumer Protection. This is due to dental technician can be likened to a businesses that provide services that are dealing with customers. Business actor is any individual or entity, whether a legal entity and not a legal entity established and domiciled or conducting activities within the jurisdiction of the Republic of Indonesia, either individually or jointly by agreement for business activities in various economic

fields, while consumer is any user of goods and / or services available in the community, for the benefit of themselves, their families, other people and other living beings and not for sale.³⁰

Legal relationship that occurs between the dental technician with consumers will lead to rights and obligations that must be adhered to. Specifically regarding consumer rights stipulated in Law No. 8 of 1999 on Consumer Protection, where Article 4 states that the right of a consumer are as follows: a). the right to comfort, security and safety in consumption of goods and / or services; b). the right to choose the goods and / or services, as well as get the goods and / or services in accordance with the exchange rate and conditions, as well as the guarantees promised; c). the right to correct information, clear and honest about the condition and guarantee of the goods and / or services; d). right to be heard opinions and grievances barangdan / or services used; e). right to advocacy, protection and dispute resolution efforts are worthy of protection; f). the right to receive guidance and consumer education; g). right to diperlakukan or serviced properly, honestly, and not discriminatory; h) .hak for compensation, restitution and / or compensation, if the goods and / or services received are not in accordance with the agreement or not as it should be; i) .hak -hak regulated in other laws.

Of the nine items of consumer rights given above, it appears that it is actually a matter of convenience, security and safety of consumers is the most basic and main consumer protection. This is because the use of the goods and / or services that do not provide comfort even more unsafe or endanger consumer safety, clearly unfit to be circulated in the community. Furthermore, to ensure that the goods and / or services in use would be a safe, comfortable, and does not harm consumers use the consumer is given the right to choose the goods and / or services that pleases based on the disclosure of information that is correct, clear and honest. In addition, if there are adverse deviation, then the consumer is entitled to be heard, acquire advocacy, development, fair treatment, compensation and redress.

In case of violation of consumer rights prudence in analyzing should be responsible and how much responsibility can be charged to the relevant parties. Dental technician as business operators responsible for the products, so that consumers can be protected from practices incompatible dental technician and can result in losses. Dental technician as entrepreneurs in running business activities should be able to meet a good standard, so that the safety requirements for the consumer can be met.

From the results of research in the field, the authors get agreement between the dental technician with consumers who are not in accordance with Article 1320 of the legitimate requirements of the agreement, this agreement does not meet the elements of the lawful reasons. In the agreement the consumer would not sue the dental technician when there is a loss in the future for the health of the consumer in the extraction of teeth in the dental technician. According to the author of the

treaty could mislead the consumer, where the dental technician relinquish his responsibilities as entrepreneurs. However, the agreement may be null and void because it does not comply with the applicable rules. Article 1321 Book of the Law of Civil Law states that there is an agreement also has the power if given as an oversight or obtained by force or fraud.

Article 8 of the Consumer Protection Act states that business operators are prohibited from producing or trading goods / services that are not in accordance with the promises stated in the label, label, information, advertising or promotion of the sale of goods and / or services. If the tooth consumers feel that the services provided are not in accordance with the advertising or promotion of the sale of services of the dental technician, then the consumer can use the provisions of the Consumer Protection Act this.

If a dental technician made a mistake with the resulting loss, then the consumer is entitled demanded indemnity under Article 4 h of Law No. 8 of 1999 on Consumer Protection, namely: “the right to obtain compensation, compensation and / or replacement if the goods and / or services received are not in accordance with the agreement or not as it should be.

“In Article 19 of Law No. 8 of 1999 on the protection of consumers stated that:

1. the business agent responsible for paying compensation for damage, contamination, and / or loss of consumer mengosumsi result of goods and / or services produced or traded.
2. The compensation as referred to paragraph (1) may be the return of the goods and / or services that are similar or equivalent nilanya, or health care and / or donations in accordance with the provisions of the legislation in force.
3. The provision of compensation implemented within the period of seven (7) days after the date of the transaction.
4. Provision of compensation as referred to in paragraph (1) and Paragraph (2) does not remove the possibility of any criminal charges based on further evidence regarding the existence of an element of error.
5. The provisions referred to in paragraph (1) and Paragraph (2) does not apply if businesses can prove that the error was a mistake consumers. The principle of responsibility is very important regarding consumer protection laws.

Article 6 Permenkes No. 39 of 2014 stipulates that Artisan Dental work can only be done if: a. not harmful to health, not to cause morbidity and mortality; b. secure; c. does not conflict with efforts to improve community health status; and D. does not conflict with the norms and values in the society. Therefore Artisan Dental obliged to: a. carry out the work in accordance with the standard Artisan Dental Dental Plumbers work; b. respect the rights of service users Artisan Dental; c. provide clear and accurate information to the service user Plumbers teeth on their actions; d. recording service made in a special bookkeeping; and e. regular reports every three (3) months to the Head of District Health Office / City which includes the number of service users Artisan Dental and action taken. Dental Plumbers occupational standards include: a. Artisan Dental work; b. work

implementation; c. the place; d. equipment; and e. other matters as guidance dental technician work.

(c) *The criminal responsibility of the dental technician*

In the Indonesian legal system known as the enactment of the principle of legality, which means that a criminal act or a criminal act only if a criminal provision which has been in deciding that the act is a crime.³¹ Crime or a criminal or offense (*strafbaarfeit, crime, offense*) is somewhat similar to a tort in civil law, so sometimes quite difficult to distinguish between them, because both of them is a wrong (*wrong*), and both are in violation of the legal prohibition (*commission*) against legal liabilities (*ommission*) or the rule of law (*rule*). Simon formulating criminal offenses are: 1) human actions, ie actions that not only melakukan (*eendoen*) but also includes not do (*niet doen*). 2). The human actions should be against the law (*wederrechtelijk*); 3). The act was punishable (*strafbaargesteld*) by law; 4) must be done by someone who is able to be responsible (*toerekeningsvatbaar*); 5) the act must occur because of errors (*Schuld*) offender. Errors can be either intentional (*dolus*) or negligence / negligence (*culpa*).

At this time we know in the community is rife installation of braces. Braces are tools of dentistry that is used to straighten teeth irregular, such tooth arrangement is located not in place, piled up, there is a gap between the teeth or located too forward or too far back. This condition is in fact signs of increasing public awareness of the importance of dental aesthetic value, but to improve it, especially for the middle class people tend to use the services of Plumbers teeth which actually does not have the competence to perform maintenance such teeth.

In Article 60 of Law No. 36 Year 2009 on Health states that whoever does the traditional health services using the tools and technologies must obtain permission from the competent health institution. The use of tools and technologies must be accountable efficacy and safety, and does not conflict with religious norms and cultural community. Dental technician as traditional health workers in carrying out the work required to register with the local government district / city or district health department / Municipality to obtain a license as a dental technician.³²

One case of mounting braces in Sukabumi experienced by consumers who complained mounting braces and has been running for about 1.5 years were fitted by the dentist. However, as a result of the installation of dental braces that consumers not be neat and healthy, but instead has become distant and the color changed to yellow, so he removed the braces in the dental practice.³³

Article 6, paragraph 2 Minister Regulation No. 39 of 2014 stipulates that only authorized Artisan Dental for: a. removable denture make partial and / or full made of materials *heat curing acrylic* that comply with health requirements; and b. install a removable denture partial and / or full made of *heat curing acrylic* by not covering the rest of the tooth root. Where it is reaffirmed in Article 9 letter a Minister

Regulation No. 39 of 2014 which provides that, dental technician banned from working outside their authority.

It is therefore related to the case in the sukabumi can certainly be said to the dentist or dental technician is acting beyond its authority. Conceptually authority is often equated with the term "*bevoegheid*" which means the authority or power. This authority is defined as the ability to act given by the law applicable to relations and legal acts.

Violation of the authority granted by the law will certainly lead to the legal consequences of the act of violation. Therefore dental technician will be subject to administrative sanctions by the local government district / city in the form of: a). written warning; b). temporary license revocation; and c). permanent license revocation.³⁴

In addition, in Article 191 of Law No. 36 Year 2009 on Health regulates any person without a license to practice traditional health services using the tools and technologies as referred to in Article 60 paragraph (1), resulting in property damage, serious injury or death is punishable by imprisonment for a period of 1 (one) year and a maximum fine Rp.100,000,000.00 (one hundred millionrupiah).

Associated with the use of tools, the artisan work teeth as a health worker traditional areas of skills to use the tool as to which set out in appendix Minister Regulation Number 39 Year 2014, therefore, according to the authors dental technician who abuses the authority can still be subject to Article 191 of Law No. 36 of 2009 of Health mentioned above.

Likewise in Article 84 of Law no. 36 of 2014 on regulating the Health Workers of any Health Worker who carries out a severe negligence resulting in a seriously injured Medical Service Receiver being punished with imprisonment of a maximum of 3 (three) years and if such gross negligence resulted in death, then the Health Manpower shall be punished by the maximum imprisonment 5 (five) years old. Meanwhile, in article 62 of Law no. 8 of 1999 on Consumer Protection set up a violation of Article 8 related to a period of 5 (five) years or a maximum fine of Rp2 billion.

CONCLUSION

Based on the discussion and analysis above we can conclude several things:

1. The legal relationship that occurs between the dental technician and consumers based on the belief that continued with the agreement of the parties. The agreement made it raises therapeutic binding agreement between the two. Agreements that occurred between the dental technician and consumers are agreements effort for dental technician working hard indeed to meringkankan consumers suffering associated with dental health of the consumer. Therapeutic agreement between the dental technician and consumers creates legal effect which must be accounted for.

2. Legal accountability dental technician work in dental health care consumers based provisions of civil law, Law No. 8 of 1999 on Consumer Protection and the provisions of criminal law. To anticipate the offenses committed by the dental technician then consumers need to be more empowered and aware in order to be a smart consumer. Besides, there should be an increase in the government's role in the realization of the ideal dental technician practice.

Notes

1. Readerdigest, *Tips Menjaga Kesehatan Gigi dan Mulut*, [http://www.readerdigest.co.id/sehat/infomedis/10.tip menjaga kesehatan gigi dan mulut/005/001/22](http://www.readerdigest.co.id/sehat/infomedis/10.tip%20menjaga%20kesehatan%20gigi%20dan%20mulut/005/001/22), Downloaded on Wednesday August 10, 2016.
2. PERSI Data and Information Center, <http://www.pdersi.co.id/content/news.php?mid=5&nid=919&catid=23>, Downloaded August 10, 2016.
3. The National Health System (SKN) is a form and mode of health development that integrates the efforts of the Indonesian nation in one step to ensure the achievement of health development goals in the framework of realizing the people's welfare as defined in the 1945 Constitution, see National Health System: The form and manner of health development is published by the Ministry of Health 2009, but in practice according to Prof Dr Azrul Azwar, the current national health system has not been fully pro-poor. Compare with the General Explanation of Law Number 36 Year 2009 on Health.
4. State Guarantees of the right to health of its citizens as regulated in Law no. 39 Year 1999 on Human Rights.
5. See the 1945 Constitution of the State of the Republic of Indonesia Article 28 H.
6. Article 2 of Law Number 36 Year 2009 on Health.
7. See Universal Declaration of Human Rights, Article 25.
8. Agency for Health Research and Development Ministry of Health, 2013, Basic Health Research 2013, p. 110.
9. Syukra Alhamda, Community Medicine News, Vol. 27 No. 2, June 2011.
10. Faculty of Public Health University of Indonesia, Unresolved National Health Insurance Regulation, <http://bem.fkm.ui.ac.id/news/regulation-security-natural-national-the-the-scheduled>, downloaded on Saturday, November 1st 2016 Agency for Health Research and Development Ministry of Health, 2013, Basic Health Research 2013, p. 110.
11. Dentamedia, 2007, *Tukang Gigi Makin Membahayakan masyarakat*, www.dentamedia.blogspot.com, diunduh pada Senin 23 Maret 2015.
12. Mukti Fajar and Yulianto Achmad, 2010, Dualism of Normative & Empirical Law Research, Material I, Pustaka Pelajar, Yogyakarta, p. 36.
13. Relationship is a state of being connected or connected, the relationship referred to in this paper is the relationship that occurs between the dentist and the consumer in order to get the customer healing from the disease. Check WJS Poerwodarminto, Indonesian General Dictionary, PN Central Hallaka, Jakarta, 1976, p. 362.
14. Article 1 of the Law of the Republic of Indonesia Number 8 Year 1999 on Consumer Protection.

15. Article 1 of the Law of the Republic of Indonesia Number 8 Year 1999 concerning Consumer Protection 144.
16. Article 11 number 13 of Law No. 36 of 2014 on Health Personnel.
17. Check Article 1 paragraph 1 of Permenkes No 39 of 2014 on Guidance, Supervision and Licensing, Dentist's Work.
18. Artikel 1233 KUHPperdata.
19. R. Subekti, Law of Agreement, PT Intermedia, Jakarta, 2005, p. 1.
20. Book III of the Civil Code of Engagement (van Verbintenis) does not provide a definition of the meaning of the engagement itself. Book III of the Civil Code begins with Article 1233 of the Civil Code which mentions the sources of the engagement. The source of the engagement is the agreement and the law, so the engagement may be born or arising because: 1). Agreement, which is an engagement that arises out of a contract, whereby a new engagement occurs if there has been an agreement between the parties, as well as the rights and obligations that they want. It can be said that the form and content of the engagement is determined by the will of the parties and the occurrence because of the will of the parties. For example: buying and selling, lease and so forth. 2). The law, that is, the engagement that arises is not based on an agreement but because the law imposes on the people a duty regardless of one's own will. So in this case there is no agreement between the parties or is not questioned whether there are parties agree or not. It can be said that the form and content of the engagement is determined by law and the occurrence is not dependent on the will of anybody. Therefore the treaty constitutes one of the two existing legal bases other than the law which may cause engagement, even when considered in practice in society , The engagement sourced from the treaty so dominates.Perikasa in Abdoel Djamali, Lenawati, Legal Responsibility of a Doctor in Handling Patients, without years and without publishers, p. 40.
21. Subekti, Opcit , 2005, hlm 74.
22. Bader Johan Nasution Medical Law Doctor's Accountability, Rineka Cipta, Jakarta, 2005, p. 13.
23. Article 1 Paragraph 16 of Law Number 36 Year 2009 on Health states that: This traditional health service is a treatment and / or treatment in a way and drug that refers to experience and skills that descend empirically degradable that can be accounted for and applied in accordance with prevailing norms in society.
24. Celina Tri Siwi Kristiyanti .. Consumer Protection Law, Jakarta: Sinar Grafika. Jakarta, 2011, p. 54.
25. Syahrul Machmud, Law Enforcement and Legal Protection for Doctors Suspected of Medical Malpractice, Mandar Maju, Bandung, 2008, p. 54.
26. Anggraeni Endah K, Principles of Civil Law in Indonesia, Nitisara, Semarang, 2017, p. 119
27. Article 11 point 1 letter l of Law No. 36 of 2014 on Health Personnel.
28. To be able to sue under article 1365 of the Civil Code must fulfill the following elements: 1) The action in unlawful acts includes positive deeds referred to as daad and negative deeds referred to as nelatigheid (negligence or lack of caution). Article 1365 of the Civil Code for the person who actually does, whereas Article 1366 of the Civil Code is for the one who does not do 2). Against the Law (Onrechtmatig); 3) Mistakes, the terms of error

are objectively measured. It must be proven that in these circumstances normal human beings can suspect the possibility of occurrence and this possibility will prevent a good human being from doing or not doing. It must be examined, on the subject of whether the maker of his expertise can predict the consequences of his actions. 4). Losses can include: material losses ie Material losses can consist of real losses suffered and benefits that should be obtained (according to feasibility and fairness) and the loss of immaterial losses that can not be assessed with money such as pain, shame.5) Relationships Causal between Legal and Disappearing Acts. Ibid, Anggraeni Endah K, pp. 181-193.

29. Bahder Johan Nasution, *opcit*, p. 52.
30. Article 1 number 2 and number 3 of Law No. 8 of 1999 on Consumer Protection.
31. The principle of legality is contained in Article 1 paragraph 1 of the Criminal Code is that "no act can be criminal except on the basis of criminal law in the legislation that previously the act has been done". This Article provides assurance that no person is allowed under the provisions of the law that apply retroactively (meaning after the act done). This has been reaffirmed and has obtained constitutional guarantees in the provisions of Article 28 Sub-Article I of the 1945 Constitution that the right to life, the right not to be tortured, the right to freedom of thought and conscience, the right to religion, the right not to be enslaved, the right to be recognized as a person before Law and the right not to be prosecuted. On the basis of retroactive law is a human right which can be reduced under any circumstances. This is reaffirmed in Article 6 paragraph 1 of Law No. 4 regarding the authority of the Judiciary which reads: no one may be brought before the court other than as prescribed by law. Therefore, the meaning of criminal or criminal offenses is a behavior that violates the criminal provisions that apply when certain acts prohibited by criminal offense or not perform certain acts required by criminal provisions.
32. Article 2 Permenkes No 39 of 2014.
33. <http://health.kompas.com/read/2014/09/11/142247423/Kecewa.dengan.Pemasangan.Kawat.Gigi.di.Tukang.Gigi> is accessed on August 5, 2017
34. Article 11 Permenkes no 39 of 2014 on Guidance, Supervision and Licensing, Work of the Dentist

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