www.bircu-journal.com/index.php/birci
Budapest International Research and Critics Institute-Journal (BIRCI-Journal)
Humanities and Social Sciences
ISSN 2615-3076 Online)
ISSN 2615-1715 (Print)
Budapest Institute

Enhance of Legal Protection the Health Outsourcing Workers in Health Law Number 36 of 2009

Yohny Anwar[1], T.Riza Zarzani[2], Firman Halawa[3], T.M.Fauzi[4]
[1,2,3,4]*Universitas Pembangunan Panca Budi Medan, Indonesia*
yohnyanwar@dosen.pancabudi.ac.id

Abstract

This research is to find out and analyze the legal regulation of health services for outsourcing workers, to find out and analyze the legal protection of health for outsourcing workers and to examine and analyze the law regarding sanctions for doctors and hospitals that make mistakes in health services for workers. The writing of this thesis research methodology uses normative juridical research methods using an empirical juridical approach, with qualitative analysis. Qualitative analysis means that research results do not depend on the amount of data based on numbers, but data analyzed is carried out in-depth and holistically. The normative juridical method means that research data is analyzed according to legal norms and court decisions relating to health services for outsourced workers. Legal materials or materials used to analyze are obtained from library materials that include primary, secondary and tertiary legal materials, secondary data used as references in this study, especially those relating to the legal protection of the health of outsourced workers in the health law. Data processing is carried out by editing and making data after the data is sorted and analyzed and then interpreted logically against the applicable provisions. After that, it is presented in the form of sentence descriptions. Based on the results of the study, it is known that health services for outsourcing workers. In-Law no. 13 of 2003 concerning Manpower, which becomes the primary reference in the world of Manpower, does not find the term outsourcing. In practice, a corporate liability that violates the labour law can be legally prosecuted for companies that do not provide health insurance for workers. Hospitals and doctors who check the health conditions of workers must provide good health services for outsourced workers.

Keywords
legal protection; workers; outsourcing

I. Introduction

In protecting outsourced workers, the government must pay attention to and rescue workers as regulated in Law no. 13 of 2003 concerning Manpower, which states that the workforce must have a vital role and position as business actors in the implementation of national aim at development. For this reason, the protection of workers is intended to guarantee the fundamental rights of workers or labourers and to guarantee equality and treatment without discrimination on any basis to realize the welfare of workers or labourers and their families while taking into account the development of the progress of the business world. Considerations in Law No. 13 of 2003 mentioned above is by the mandate in Article 27 paragraph (2) of the 1945 Constitution of the Republic of Indonesia, namely that every citizen has the right to work and a decent living by humanity.

Likewise, as stipulated in Article 28D paragraph (1) of the 1945 Constitution, that everyone has the right to recognition, guarantees, protection, and legal certainty that is just and equal treatment before the law, and everyone has the right to work and receive compensation fair and proper treatment in employment relations as affirmed by Article 28D paragraph (2) of the 1945 Constitution of the Republic of Indonesia. In outsourcing, employers can create a harmonious and dynamic working relationship by the mandate of Article 33 paragraph (1) of the 1945 Constitution of the Republic of Indonesia that the economy is structured as a joint venture based on family. Therefore, the working relationship between workers and workers with employers in outsourcing must also reflect legal protection to workers as stated in the state objectives as stated in the 1945 Constitution of the Republic of Indonesia, namely to protect the entire nation and the entire homeland of Indonesia and to promote public welfare based on Pancasila in the context of achieving social justice for all the people of Indonesia.

Outsourced workers are regulated in Articles 64, 65 and 66 of Law No. 13 of 2003 is very complex, outsourcing is defined as the handover of part of the implementation of work by a company to another company which is carried out with a written agreement, in two ways, namely a job charter agreement or an agreement for the provision of worker or labour services as affirmed by Article 64 of Law No. 13 of 2003, namely outsourcing is a working system that develops along with the needs of employers for flexible working relationships, easy to recruit and easy termination of employment (PHK) for their workers in anticipation of highly competitive global competition so that they can become more effective, efficient, and efficient. Productive. The employment relationship that occurs in outsourcing is due to a work agreement (outsourced work agreement), carried out with an Indefinite Work Agreement (PKWTT) or a Specific Time Work Agreement (PKWT) provided that it fulfils the requirements in Article 59 of Law No. 13 of 2003 which as reaffirmed in Article 1 point 1 and the Decree of the Minister of Manpower and Transmigration Number Kep. 100/MEN/VI/2004 concerning Provisions for Implementing a Specific Time Work Agreement (PKWT).

Legal protection for outsourcing workers as regulated in Law No. 13 of 2003 in article 66, namely both the safety of wages, workers' welfare, and other working conditions including in the settlement of industrial relations disputes which are still unclear. Therefore, it must also be determined that at a minimum it is the same as that applicable to other employers' companies, or it can also be by the laws and regulations as regulated in Article 65 paragraph (4) and Article 66 paragraph (2) c of Law No. 13 of 2003. Likewise, in terms of the responsibility for fulfilling the rights of outsourced workers who have initially been in the outsourcing company (the company receiving the work) will be able to change to the responsibility of the company providing the work, as stipulated in Article 65 paragraph (9) and Article 66 paragraph (4) Law No. 13 of 2003.

The transfer of responsibility for fulfilling normative rights for outsourcing workers from outsourcing companies to companies providing work can also occur in the case of outsourcing companies that are not in the form of legal entities as stipulated in Article 65 paragraph (3), Article 66 paragraph (3) of Law Number . 13 of 2003 in conjunction with Article 2 Kepmenakertrans Number. Kep. 101/MEN/X/2004, namely concerning Procedures for Licensing for Employers or Labor Service Providers. The unsynchronized arrangement has occurred to the contractor companies, which work as outsourcing companies, even though in Article 65 paragraph (3) of Law No. 13 of 2003 which requires it as a legal entity, but in Article 3 Kepmenakertran No. Kep. 101/MEN/X/2004 allows not to take the form of a legal entity so that it can create legal uncertainty in the form of a business entity for a worker contractor company (outsourcing company) which has

consequences for the legal fate of the employment relationship of outsourced workers, for that reason, the disharmony of these regulations and the unsynchronized arrangement law, which includes ambiguity about some of the above-mentioned legal norms.

Trade unions or labour unions assume that outsourcing is no different from modern slavery, which is also considered to make the working relationship between workers and the company providing the job unclear. Many prospective workers who get work from outsourcing companies must pay a certain amount of money even by deducting their monthly wages during the contract. In addition, outsourcing companies generally do not receive the normative rights that outsourcing workers should receive.

The development of the global economy and rapid technological advances impact fierce business competition occurring on all fronts. This highly competitive environment requires the business world to adapt to market demands that require a fast and flexible response in improving service to customers. For this reason, a change in the company's management is needed by reducing the range of management constraints, cutting in such a way that it can become more effective, efficient, and productive. In this regard, the trend of outsourcing emerged, namely buying up one part or several parts of the company's activities that were previously managed by themselves to another company which was later called the company receiving the job.

II. Review of Literature

Against this problem that can be caused by good faith, of course there are legal provisions that regulate it until it reaches the provisions of criminal law and not just administrative sanctions but is something that leads to criminalization, namely giving criminal threats to doctors who commit crimes that not in accordance with the standard of health service provision as mandated in the Health Act and someone who commits a crime in health services, especially in hospitals, we often hear from the public in producing medicines and other medical devices that are usually not in accordance with the standards of safety requirements, this is due to the lack of entry of medicinal ingredients so that pharmaceutical staff commit crimes by reducing or interfering with drugs that are not similar to other chemical mixtures, therefore it is very important to supervise from the government orders and especially from the Law Enforcement Agency to conduct searches in every place where doctors often produce medicines that do not comply with health safety requirements. Crime as a social problem is a dynamic phenomenon that always grows and is associated with symptoms and other social structures that are very complex, it is a sociopolitical problem. The need to link efforts to tackle crime (which will later be formulated in a criminal policy) is reasonable because in essence the purpose of the Criminal Policy is Community welfare, criminal policy is an integral part of the policy to achieve community welfare (Tumanggor et al, 2019).

According to experts, in the field of health, legal provisions that will apply in a government-community relationship, the phenomenon of daily practice shows that the main factor that becomes a weakness in health is the level of health awareness of their rights is still low, this is mainly due to insufficient knowledge and understanding of the law. Health, Law No. 14 of 2009 concerning health matters is intended to be a solid legal basis for the community to make efforts through guidance, such as in the case that occurred in Papua there was a 20-day-old baby died because before death the victim was given medicine, five minutes later the baby's mouth was foaming and vomiting. The baby was taken to the health centre, but not yet there the baby died. It is suspected that the cause of death was the result of consuming the drugs he had taken earlier, many people were taking

drugs - drugs that are not k again by the standards of health safety requirements as we see many shops or drug dealers who do not have a permit from the Government, and also their pharmacists have never had a diploma from the Government or a certificate from a medical personnel training institution made by an official institution.

Based on this fact, the participation of the community as well as from the Government in overcoming the crime of doctors who do not have a permit is needed by law enforcement officers, and this role can be carried out through the participation of the community and the Government by providing supervision of health services or directly providing services. Information that contradicts health services.

Although it is necessary to understand that not in every medical action in serving a patient, a worker or labourer who does not meet the patient's expectations and does not have an operational permit from the hospital is an act of malpractice because it could be part of the so-called risk of medical action. This can only be used as a suspicion that an act of malpractice has occurred, and the elements of the offence still have to be proven in its implementation and application to determine whether there is a criminal act or not.

Hospital for medical action that will be carried out by the doctor against him, after the patient has received information from the doctor regarding medical measures that can be taken to help him, along with information regarding all possible risks. As stated in the description above, proving malpractice cases is not an easy thing, and therefore the evidence is needed. Evidence can be in witnesses, expert testimony, letters, instructions or statements of the defendant. Medical Records and Informed Consent may be used as documentary evidence in the event of an alleged malpractice case, but what is contained in the Medical Records and Informed Consent is, in fact, not all easily understood by judges and disputing parties. Therefore expert witnesses are needed from the public—Doctor himself. Medical records as evidence in malpractice cases are still a matter of debate—voluntary assistance by professionals.

Furthermore, to better understand medical malpractice, it is also necessary to describe what is known as the "standard of care", the degree of care that a prudent person would provide under the same circumstances and conditions. If the professional provides substandard service, the professional must provide compensation for the injury caused. In addition, professionals are also required to meet the size of the skill, In fact, until now, to prove the occurrence of medical malpractice is not easy. Hundreds of alleged malpractice cases in hospitals were not appropriately handled in almost all police in Indonesia, even though they failed to win in criminal lawsuits. Even if it prevails in a civil case, the investigative team only bases it on the testimony of expert witnesses. Article 184 of the Criminal Procedure Code states that evidence can be used to prove the existence of a criminal act, namely witness testimony, expert testimony, letters, instructions and statements of the defendant. An action is said to be proven as a criminal act if it is based on at least two pieces of evidence and the judge obtains the belief that the act is a criminal act.

In performing health services, a doctor is required to make a medical record and informed consent. A medical record is a record or record given by a health care provider to a patient. The medical history contains information about the patient (name, age, gender, address), when (the results of the examination from time to time), by whom (doctors, nurses, other health workers), treatment (diagnoses and therapies provided).

As stated in the description above, proving malpractice cases is not an easy thing, and therefore the evidence is needed. Evidence can be in witnesses, expert testimony, letters, instructions or statements of the defendant. Medical Records and Informed Consent are possible to be used as documentary evidence when there is an alleged malpractice case, but what is in the Medical Record and Informed Consent is, in fact, not all easily

understood by judges and disputing parties. Therefore expert witnesses are needed from among doctors. Alone. Medical records as evidence in malpractice cases are still a matter of debate. About Informed Consent, according to Veronika, the relationship between doctor and patient is based on two legal theories, namely Contract Theory and Undertaking Theory. Based on Contract Theory, the existence of Informed Consent is the main requirement that must be met for a therapeutic contract to occur.

Meanwhile, in Undertaking Theory, there is no problem with the existence of Informed Consent as a program in hospital health services. When a suspected malpractice case occurs, it is possible to use Informed Consent as evidence of a therapeutic relationship as one of the health services in the hospital, which is made in writing. It is not easy to prove that the consent was given after sufficient information or approval without prior explanation. So that as evidence, when a case of alleged malpractice occurs, of course, this can still be considered again.

The definition of a medical record, according to Walters and Murphy, as quoted by Sofwan Dahlan, is a compendium (overview) that contains information about the patient's condition during treatment or the maintenance of his health. The background of the need to create health services for doctors is to document all events related to public health services or patients and provide communication media among health workers to treat their current and future illnesses.

Legal Arrangements for Outsourcing in Legal Protection of Health for Workers

In-Law No. 13 of 2003 article 66 concerning Manpower which incidentally becomes the primary reference in employment, the term outsourcing is not found. The definition of outsourcing is indirectly contained in Article 64 of Law No. 13 of 2003 concerning Manpower which states that companies can submit all or part of the implementation of work to other companies through job contracting agreements or the provision of workers or labour services made in writing for that will be in line with the thoughts of a labour expert, namely Damanik Sehat, according to which the agreement chartering is the same as outsourcing.

If viewed from the historical roots in the practice of outsourcing, namely labour, workers are a form that is applied to reduce wages or labour costs only to reduce permanent workers and maximize flexibility or shift risk to workers and break the power of labour unions. This phenomenon needs to be understood because it not only has an impact on workers and their marriages but also has broader implications for labour and social issues, the Flexible Labor Market Policy, which the Indonesian government requested by the International Monetary Fund (IMF) and the World Bank as a condition for granting assistance to deal with the 1997 economic crisis. Flexible Labor Market Policy is one of the critical concepts of investment climate improvement policies which are also required by the IMF and included in the Letter of Intent or the 21st (twenty-first) memorandum of agreement between Indonesia and the IMF item 37 (thirty-seven) and 42 (forty-two). The deal with the IMF becomes a reference for the formulation of policies and regulations to improve the investment climate and flexibility of the workforce.

The outsourced worker system in the Manpower Act has drawn much controversy, revealing that the outsourcing system creates three forms of discrimination received by workers, namely differences in wages, a marital status that limits access to work, and the right to organize, especially in labour unions.

The government reduces the obligation of entrepreneurs in providing legal protection for workers or labourers. Employment policies at both local and national levels are

considered not to lead to social security for workers or labourers. Many workers or labourers do not get their rights and protection for workers themselves.

Market mechanisms and production components that have exploitative loopholes (low wages, non-job security, etc.) for investors. In practice, outsourcing is considered detrimental to the workers due to 4 things, namely:

1. Working relationship that is always in the form of a contract or not;
2. Lower wages than workers or permanent workers;
3. Social security in the minimal category;
4. There is no guarantee of career development.

III. Research Methods

The responsibility of a doctor in providing health insurance protection for workers must provide health service standards even though outsourcing workers are only workers who have a contract period at the company he works for, for that a doctor in taking medical action must pay attention to the condition of a patient and must also protect the patient sick and provide total health services and pay attention to legal protection for workers who undergo outpatient treatment in hospitals, both in private hospitals and government hospitals.

Outsourcing workers who receive health services must work optimally and be full of responsibility at work and have 2 (two) goals at work, namely the goal of working strategically and the goal of working long-term, which will then be analyzed in Outsourcing strategic objectives outsourcing is by outsourcing, the company wants to improve its ability to compete or wants to increase or at least maintain its competitive advantage. Competition between companies generally involves three things, namely:

a. product price;
b. Product quality; and
c. Service.

Submission to a more professional party; Basically, strategic goals can only be achieved if they can be provided by service providers, who are better than the company itself. The ability of the service provider to carry out the activities submitted must be better than the ability of the company providing the work because if this is not the case, then there is no point in outsourcing. The specialization of service providers is their primary competence so that outsourcing service providers are given up, which is usually not owned by employers.

The following strategic goal to be achieved is the company's desire to concentrate on the main business. This can only be done if it is not disturbed by the thoughts and busyness of supporting companies. Concentration on the leading industry will increase its competitiveness against globalization, where competitiveness is getting broader and tighter. The long-term goal of outsourcing is that strategic plans are always long-term, not temporary. Keeping the life of the organization and pursuing the company's development is a continuous and long-term goal, even a very long one. Medium-term and short-term plans always complement long-term plans. There are at least two long-term goals to be achieved, namely a long-term relationship and developing into a business.

To achieve the goal of outsourcing, the relationship between the employer and the service provider must be long term. This long-term relationship is expected so that service providers can adapt to the needs desired by the employer. Desired needs may be so unique that it is unlikely that the Service will be rendered correctly if the relationship is short-lived.

In the opinion of Mochtar Pakpahan and Ruth Damaihati Pakpahan, it is explained that the purpose of outsourcing is to streamline production costs and work risks. Production cost efficiency means that employers have also reduced production costs from

labor costs, in addition to reducing severance pay. Occupational risk means that some of the related work risks, such as occupational safety, occupational health, are transferred to the worker's service provider. Outsourcing Legal Norms After the Constitutional Court Decision No.27/PUU-IX/2011.

The Constitutional Court (MK) as a product of the reformation institution was formed based on the results of the Third Amendment to the 1945 Constitution which has the authority based on Article 24C paragraph (1), namely:

1. Examining the material of the Manpower Act against the Constitution
2. To adjudicate disputes on authority between state institutions whose authority is granted by the Constitution.
3. Decide on disputes over the authority of state institutions whose authorities are granted by the 1945 Constitution.
4. Decide on the dissolution of the political party, and
5. Examine and decide disputes over election results.

The role of the Constitutional Court in the state administration system is nothing but the guardian of the constitution, so that the constitution is always used as the basis and carried out consistently by every component of the state and society. The Constitutional Court's decision regarding the constitutionality test of the law, in its development, in addition to conditionally constitutional decisions, there are also Constitutional Court decisions which are conditionally unconstitutional decisions.

After the Constitutional Court's decision No.27/PUU-IX/2011, the government through the Ministry of Manpower and Transmigration issued a Circular Letter of the Director General of Industrial Relations (PHI) and Social Security (Social Security) Number B.31/PHIJSK/I/2012 concerning the Implementation of the Constitutional Court's Decision No. 27/PUU-IX/2011. The Circular of the Director General of PHI and Social Security explains four things, namely:

1. The PKWT working relationship (as stated in Article 59 of Law Number 13 of 2003 concerning Manpower) remains in effect;
2. For companies that practice outsourcing system work relationships, if the work agreement does not contain a TUPE clause, then the employment relationship must go through a PKWTT. If the agreement contains a TUPE clause, then the employment relationship can be based on a PKWT. Furthermore, the work agreement that has been in progress (agreed before the Constitutional Court's decision) remains valid until the end of the agreement.
3. Parties involved in the implementation of outsourcing are required to make a written agreement (outsourcing agreement) which contains (a) the type of work performed by the worker/laborer, (b) confirmation of the employment relationship, (c) confirmation that the new company is willing to accept the workers/laborers of the previous company in in the event of a change in the contracting company or the provision of labor services;
4. With the decision of the Constitutional Court, the working period of the workers/labourers on the object of work that still exists and continues must be recognized and become a benchmark in determining wages in accordance with the competence and experience of each worker or laborer.

The presence of a circular letter from the ministry of manpower to answer a question regarding the decision of the Constitutional Court which is not relevant to the applicable laws and regulations, according to the chairman of the constitutional court, namely Mr. Bagir Manan and Kuntana Magnar explained, the Circular Letter is not legally binding (wetmatigheid) so that its position is often it is called not a law but merely an instruction for workers so that the Circular is not a statutory regulation.

IV. Results and Discussion

First, in understanding the Manpower Act and the Permenaker, it has been explained that the company receiving the piece of work must be in the form of a legal entity. However, in the legal relationship, the agreement between the company as the recipient of the amount of work is still in the form of a CV (Commanditaire Venootschap). This outsourcing practise is contrary to the Manpower Act in article 65, paragraph (3), which requires the company to take a legal entity.

Second, the formulation of workers' rights in the work agreement between PKSS and workers, in general, is by the provisions of the Manpower Act and the Minister of Manpower. Still, if you look in more detail, the guarantee clause for continuity of work or TUPE is not contained in the work agreement. The TUPE clause must be included in the outsourcing agreement because the workers from the vendor are still PKWT status. The outsourcing practice between RSPB and PKSS does not meet the requirements in the absence of this clause.

Outsourcing Practices in Several Companies Perspective of Labor Law

a. Contract Agreement for PT. Sucofindo with CV. Andilla Riqullah

1. Employment Agreement

The work agreement in the outsourcing agreement is divided into 2 (two) types of objects: the contract of work/work outsourcing and the agreement for the provision of worker services/outsourcing of workers, in the agreement between Sucofindo and CV. Andilla Riqullah (AR) can be seen in the Procurement Agreement for the Implementation of Wholesale Cleaning Service Works at the Main Building of PT Sucofindo (Persero) between the Company (Persero) PT Superintending Company of Indonesia Balikpapan Branch and CV. Andilla Riqullah Number: 071/BPP-IV/UMU/2016 from the title of the agreement, it can be interpreted that the agreement used is a work charter agreement. Aspects of work chartering agreements have several characteristics according to Juanda Pangaribuan's thinking, namely the type of work, commission/wages, elements of orders, and the place where the work is carried out, on the other hand, if it is necessary to add an object of the agreement because the main characteristics inherent in the contract of work also lie in the object of the deal.

The following will analyze the contract work agreement between Suconfindo, the type of work contracting agreement is regulated in the Manpower Act Article 65 paragraph (2) letters a, c, and d as follows:

a) It is carried out separately from the main activity;
b) It is a supporting activity for the company as a whole; and
c) Does not hinder the production process directly.

In work chartering agreement between Sucofindo, the type of work is explained in Article 2 paragraph (1) regarding the scope of workers, which reads: "The first party (Sucofindo) submits the work to a second party (AR) as the second party receives the work submission from the first party, namely the procurement of 1 (one)) package for implementing operational services for the first party, from now on referred to in this agreement as "Cleaning Services."

2. The Role of Doctors in Workers' Health Checks

At the same time providing legal protection of health for workers. Labour health checks are intended for those who will be employed or those who have status as workers. Workforce health check efforts will support the objectives of occupational health, namely:

1. They are improving & maintaining the physical, mental & social health of workers in all fields of work so that high efficiency and productivity can be achieved
2. They are preventing the occurrence of health problems in the workforce caused by working conditions
3. They protect workers from their work against factors that can harm them
4. placing every worker in a healthy work environment and by their physiology and spirit, in other words, adjusting the result of a person and everyone with work
5. Prevent as far as possible the occurrence of work accidents. The obligation to check the health of the workforce by the company management as stipulated in article 8 of Law no. 1 of 1970 concerning Occupational Safety, namely:
   a) Managers are required to check the physical health, mental condition and physical abilities of workers who will be accepted or transferred according to the nature of the work to be given to them.
   b) The management must periodically check all workers under their leadership with a doctor appointed by the employer and justified by the Director.
   c) The types of health checks include

Pre-Employment Examination, namely a health examination of the workforce. Carried out by doctors before being accepted as workers. Objectives: a. to get a healthy and productive workforce b. find out whether the worker is not suffering from an infectious disease that will endanger other workers c. to find out whether the work that will be given to him does not interfere with his health d. to find out whether the job that will be given to him is by his abilities/talents e. to find out the state of health of the agency at the time of starting work. Periodic Health Examination, which examines the workforce's health by a doctor within a certain period, depends on the kinds of dangers faced by force in carrying out their work. Objective: To find out whether there are influences of work and work environment on their health. They are knowing the deterioration of the health of the workforce and their ability to work compared to the situation at the time of the initial body health examination. Knowing the existence of Occupational Diseases as early as possible (sub-clinical level) by paying attention to complaints and symptoms which will be followed up with special examinations, Health Checks Specifically, namely health checks carried out on workers after recovering from accidents and illnesses for a long time to know and test the workability of the worker so that he works according to his situation and body condition. Any changes in the ability to work as a result of an accident or illness that has lasted a long time must be investigated because the presence of permanent sequelae or sequelae will affect the ability to work, so a job change may be required. Special health checks are also carried out for workers dealing with hazardous substances, such as Benzene solution, ionizing radiation, lead, silica, asbestos, aromatic aniline and others, and dangerous work, for instance: divers, working in a place where height and so on. Special medical examinations also include specialist examinations needed to determine the workforce's ability and continue work of the workforce in their positions. The doctor who examines the health of the labour agency is a doctor appointed by the entrepreneur and justified by the Director, who is entitled to examine the body's health, mental condition and physical ability of each worker by the type of Examination required, the Director is the Director-General of Labor Relations Development and Protection of Workers. Q's work Director of Norms Development of Occupational Safety, Corporate Hygiene and

Occupational Health, Ministry of Manpower and Transmigration The ratification of the candidate for the health examination doctor of the workforce to become an Examining Doctor is signed by the Director of Development of Occupational Safety Norms, Company Hygiene after receiving recommendations from the Head of Sub. Directorate of Occupational Health Supervision and Development, the Company Preparation stage provides an examination card (attached). The company appoints one or several people to fill in labour data to be tested.

Regional regulations are one type of legislation and are part of the national legal system based on Pancasila. At this time, Regional Regulations have a very strategic position because they are given a clear constitutional basis as stipulated in Article 18 Paragraph (6) of the 1945 Constitution of the Republic of Indonesia. Based on further provisions in Law Number 12 of 2011 concerning the Establishment of Regulations Legislation of the Republic of Indonesia, what is meant by Regional Regulation (Perda) is legislation enacted by the Regional People's Representative Council with the approval of the Regional Head.

Informing Regional Regulations, it is necessary to evaluate and analyze several related laws and regulations, both vertically and horizontally, to describe the existing legal conditions and avoid overlapping arrangements. Several laws and regulations need to be evaluated and analyzed related to establishing a Regional Regulation on the Regional Health System of Riau Province. Occupational medical services are part of occupational health services. The doctor's role as one of the staff in occupational health services has an equal role with occupational safety experts and other health and safety officers in the workplace. Until now, occupational health services in Indonesia have not been maximized. This is because there are still many workplaces that have not implemented good services. Hospitals, as complex health care facilities, must provide health services that aim to improve the health of patients/clients, maintain the health of hospital visitors, and maintain the health of officers/employees who work in hospitals so that they are always healthy and safe in doing their jobs.

In this paper, we want to discuss occupational health services in general and continue with a discussion of Occupational medical services, types of facilities and staff providing occupational medical services that are ideally implemented for employees in hospitals, and supporting legislation and its implementation in hospitals in Indonesia today.

V. Conclusion

Legal regulation of health services for outsourcing workers. In-Law Number 13 of 2003 concerning Manpower which becomes the primary reference in the world of employment which is not found in the term outsourcing, is that every worker or labourer must obtain health services from the party who employs or the outsourcing company, for that understanding or term outsourcing is indirectly contained in Article 64 of Law no. 13 of 2003 concerning Manpower, namely: "Companies may hand over part of the implementation of work to other companies through a written contract of work or the provision of worker or labor services".

Based on article 41 in the Regulation of the Minister of Health Number 75 of 2014 concerning health centres for the community, it can be emphasized that hospitals and health centres in carrying out health efforts for workers can carry out referrals. The existing referral system carries out the referral in the regulations of public hospitals and private hospitals and further provisions regarding referral standards carried out by the requirements of the applicable laws and regulations.

In Article 3, it is explained that the Standards of Pharmaceutical Services in Hospitals include standards: management of Pharmaceutical Preparations, Medical Devices, and Medical Consumables; and clinical pharmacy services. Management of Pharmaceutical Preparations, Medical Devices, and Medical Consumables includes selection, needs planning, procurement, receipt, storage, distribution, destruction and withdrawal, control, and administration.

Legal Sanctions for Doctors who make mistakes in protecting the health of workers, Based on Article 3 of Law Number 36 of 2014 concerning Health Workers, it is stated that this regulation aims to meet the needs of the community for Health Workers, as well as to empower medical personnel, especially for health workers according to their needs. The community and provide legal protection to the community in accepting the implementation of Health Efforts and health services for workers and maintaining and improving the quality of the performance of Health Efforts provided by Health Workers, and providing legal certainty for both medical and public health workers.

References

Antoro, Bibianus Hengky Widhi, 2020, Pengujian Penyalahgunaan Wewenang Di PTUN, Jurnal Yudisial, Vol. 13 No. 2.

Asosiasi Auditor Intern Pemerintah Indonesia (AAIPI), 2014, Standar Audit Intern Pemerintah Indonesia (SAIPI).

Brata, Petrus Aji, 2018, Analisis Hukum Terhadap Fraud (Kecurangan) Dalam E-Procurement Di LPSE Kabupaten Trenggalek, Jurnal Supremasi, Volume 8, Nomor 1.

Direktorat Penelitian Dan Pengembangan KPK, Tahun Anggaran 2015, Laporan Hasil Kajian Pengadaan Barang Dan Jasa Pemerintah, Anti-Corruption Clearing House (ACCH) KPK.

Guslan, Odie Faiz, 2018, Tinjauan Yuridis Mengenai Batasan Antara Perbuatan Maladministrasi Dengan Tindak Pidana Korupsi, Jurnal Cendekia Hukum, Vol.4, No. 1

Ifrani, 2017, Tindak Pidana Korupsi Sebagai Kejahatan Luar Biasa, Al'Adl, Volume IX Nomor 3.

Katarina, Mathilda Chrystina, 2018, Analisis Yuridis Atas Permohonan Ada Atau Tidaknya Penyalahgunaan Wewenang Berdasarkan Undang-Undang No. 30 Tahun 2014 Tentang Administrasi Pemerintahan Terhadap Proses Peradilan Pidana Korupsi, USU Law Journal, Vol.6, No.5

Komisi Pemberantasan Korupsi (KPK), 2016, Good Governance dan Pelayanan Publik, Direktorat Pendidikan dan Pelayanan Masyarakat Kedeputian Bidang Pencegahan, Cetakan 1.

Komisi Yudisial Republik Indonesia, 2012, Dialektika Pembaruan Sistem Hukum Indonesia, Sekretariat Jenderal Komisi Yudisial Republik Indonesia, Jakarta.

Marlaini, Aliamin & Mirna Indriani, 2018, Evaluasi Efektivitas Penguatan Peran Aparat Pengawasan Intern Pemerintah Dalam Paradigma Baru (Studi Kasus Pada Salah Satu Inspektorat di Aceh), Jurnal Perspektif Ekonomi Darussalam, Vol. 4, No. 1

Nayabarani, Sabrina Dyah, 2017, Membangun Transparansi Pengadaan Barang Dan Jasa Melalui Peningkatan Peran ICT Dalam Mereduksi Korupsi, Jurnal Hukum dan Pembangunan Tahun ke-47, No. 4.

Nurhayati, Ratna & Seno Wibowo Gumbira, 2017, Pertanggungjawaban Publik Dan Tindak Pidana Korupsi, Jurnal Hukum dan Peradilan, Vol. 6 No. 1.

Pusat Pelatihan Dan Pengembangan Dan Kajian Hukum Administrasi Negara, 2019, Implementasi Undang-Undang Nomor 30 Tahun 2014 Tentang Administrasi Pemerintahan Terkait Pemberantasan Korupsi, Lembaga Administrasi Negara Aceh Besar.

Putrianti, Aju – Lapon T. Leonard & Kartika Widya Utama, 2017, Model Fungsi Pengawasan Oleh Pengadilan Tata Usaha Negara Sebagai Upaya Menuju Tata Kelola Pemerintahan Yang Baik, Mimbar Hukum, Vol. 28.

Reginasti, Utami, 2018, Tinjauan Pengadaan Barang/Jasa Pemerintah Melalui Sistem Pengadaan Barang/Jasa Elektronik, Jurnal Pengadaan, Vol. 1 No.2.

Sahlan, Muhammad, 2016, Kewenangan Peradilan Tipikor Pasca Berlakunya Undang-Undang No. 30 Tahun 2014 Tentang Administrasi Pemerintahan, Arena Hukum, Vol. 9, No. 2

Saragih, Yasmirah Mandasari, 2017, Peran Kejaksaan Dalam Pemberantasan Tindak Pidana Korupsi Di Indonesia Pasca Undang-Undang Nomor 20 Tahun 2001 Tentang Pemberantasan Tindak Pidana Korupsi, Al'Adl, Volume IX Nomor 1.

-------, 2017, Problematika Gratifikasi Dalam Sistem Pembuktian Tindak Pidana Korupsi (Analisis Undang-Undang Nomor 31 Tahun 1999 Jo Undang-Undang Nomor 20 Tahun 2001 Tentang Pemberantasan Tindak Pidana Korupsi), Jurnal Hukum Responsif, Vol. 5 No 5

Tumanggor, F. et al. (2019). Handling of Narcotics Child Victims in Child Special Coaching Institutions Class I Tanjung Gusta, Medan. Budapest International Research and Critics Institute-Journal (BIRCI-Journal). P. 50-55