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Legal Protection of Patients' Rights Toward Quality Improvement and Patient Safety at Accredited Hospital

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Abstract: Hospital Accreditation is an acknowledgment of the Minister of Health through the Hospital Accreditation Committee (an independent assessment agency), that the Hospital has met the quality service standards constinously. Research was conducted on the topic of service quality and patient safety at the Sartika Asih Hospital Bandung (RSBSA) in 2019 and 2020. The purpose was to obtain secondary data on the implementation of quality and patient safety indicators, service complaints data and solutions offered, also data on patient satisfaction. In January to March 2021, about 450 respondents were taken to see their perceptions on hospital services based on the primary data. Hospital failure to meet minimum service standards according to predetermined indicators can lead to the failure of therapeutic contract. This is supported by the Hospital Law Number 44 Year 2009 Article 32 letter (q) which states: every patient has the right to sue and/or sue the hospital, if the hospital is suspected of providing services that are not in accordance with standards, both civil and criminal. Thus, a violation of the rules might result in a lawsuit. With the preventive and repressive legal protection, it is hoped that the patients' rights to quality and safety can be fulfilled by the hospital.

Keyword: legal protection, certified patients' safety, Hospital Accrediation.

INTRODUCTION

Hospital Accreditation, hereinafter referred to as Accreditation, is an acknowledgment of the quality of hospital services, after an assessment has been made that the Hospital has met the Accreditation Standards. Accreditation Standards are guidelines that contain the level of achievement that must be met by hospitals in improving service quality and patient safety.

In Indonesia, the link between accreditation and the quality and patient safety of hospital services is difficult to prove. First, research on the new hospital accreditation system is carried out sporadically. Second, data on the quality of clinical outcomes for hospital services is not

available nationally, despite the availabity of accreditation document management system (SISMADAK). Minimum Service Standard Indicators for hospitals must first be systematically measured. Yet the massive number of indicators and the inavailablity of operational guidelines and standard data collection tools made it difficult to perform a systematic measurement of hospital services. Without the availability of the data on service outcome that can be compared between hospitals, accreditation will not benefit patients.

The quality improvement of medical services and patient safety at Bhayangkara Hospital Level II Sartika Asih Bandung (RSBSA), based on secondary data in 2019 and 2020 can be described in the following categories.

a) The number of patients both inpatients were 110.375 and outpatients were 15.737. In the year 2020 there were 90.799 inpatients and 11.277 outpatients;
b) Out of 10 indicators of the clinical area, there were 5 which hadn't been fulfilled in the year 2019, and 2 indicators were left unfulfilled in the year 2020;
c) Out of 10 indicators related to management, there were 4 which hadn't been fulfilled in the year 2019 and 2 indicators were left unfulfilled in the year 2020;
d) Out of 6 indicators related to patient's safety, there were 5 which hadn't been achieved, and 4 indicators were left unaccomplished in the year 2020;
e) Out of 23 indicators related to work unit, there were 13 indicators left unattended in 2019, and 12 indicators were unmet in 2020.
f) Out of 13 indicators of national standards, 8 indicators were unmet in the years 2019 and 2020;
g) Out of 9 indicators related to clinical priority quality, 2 of them were left unmet by the year 2020;
h) The 2019 SISMADAK quality indicator has 8 indicators, yet only 1 indicator was implemented in 2020.

In 2019, 235 incidents occurred, ranging from the mildest event of potential injury (KPC) to unexpected events (KTD) that caused patients' disabilities. The year 2020 had noted 145 incidents, yet there were sentinel events with deceased patients. In 2019, 54 complaints were filed, and in 2020, there were 34 complaints from both patients and their families, as well as complaints from internal hospital staff. All complaints can be resolved properly by the Hospital.

An interesting point is that a survey measuring the patient satisfaction was conducted by BPJS on April 8, 2020 with the WTA (walk Thorough Audit) method, showed good results, with national indicators of 86, comprised of 87% outpatient, and 85.9% inpatient. This means that the patients and their family members expressed satisfaction with the services provided by RSBSA.

Similarly, primary data for patient satisfaction research conducted in January-March 2021 with 450 respondents showed high satisfaction regarding services at RSBSA, reaching a score of 77.73% (high interval between 73.33%-100%), with the following variables: *tangible, empathy, reliability, responsiveness*, dan *assurance*.

Legal protection advocates human rights that may have been violated by others. The concept of legal protection is a narrowing of the meaning of protection, in this case protection by law only. Protection by law, related to rights and obligations, in this case owned by humans as legal subjects in their interactions with other fellow humans and their environment. As legal subjects, humans have the right and obligation to take legal action. The criminal aspect is a repressive aspect, namely when there are allegations of malpractice. While the civil aspect is also related to repressive protection, namely legal protection in the event of a loss caused by the doctor's negligence.

The law determines two legal subjects, those are: personal legal subjects, namely humans and legal subjects recognized by law, namely legal entities. Humans are legal subjects, from

birth to death. However, a fetus is not considered as a legal subject. Yet, exceptions are made in Article 2 of the Civil Code, namely that the fetus in the womb has rights if it is born alive. According to Abdulkadir Muhammad, legal entities are legal subjects created by humans based on the law, which are given the rights and obligations like humans do.

Gunadi, in his book about Doctors and Hospitals states that hospital Law is a part of Health Law, which is formulated as all the legal rules governing hospitals and health service providers in hospitals by health workers, including their legal consequences. If we relate the legal position of the Hospital as part of Health Law, then Hospital law is all legal provisions which are directly related to health services. In this case, the implementation of rights and obligations in the legal relationship between Hospitals as providers and the community as recipients, with all its legal implications, which include the application of criminal law, civil law and state administrative law should also be covered.

The civil aspect of the legal relationship between the hospital and the patient can be referred to as an engagement. The term contract law has a narrower scope than the term engagement law. If the term engagement law is intended to cover all forms of engagement in the third book of the Civil Code, which also includes legal bonds originating from agreements and legal bonds issued by law, then the term contract law is only intended as a regulation on legal bonds issued based on an agreement. While term “contract” in Indonesian law, for instance, Burgerlijk Wetboek (BW) is called overeenkomst which means an “agreement” in Indonesian. One of the reasons why an agreement cannot be equated with a contract is because the meaning of the agreement given by Article 1313 of the Civil Code does not cover written agreement. Article 1313 of the Civil Code only states that an agreement is an act in which one or more persons bind themselves to one or more persons.

Data from KARS (Hospital Accreditation Committee) in Indonesia, there are several benefits for hospitals with accreditation, which includes: improving services, improving administration and planning, improving coordination of patient care, improving services, improving communication between staff, improving the procedure system, a more comfortable environment, risks minimizing, more efficient use of resources, stronger collaboration within the organization, decreasing patient complaints and staff, increasing the responsibility of all staff, increasing the staff motivation, can be used as the basis for hospital reorganization, increasing the satisfaction of all stakeholders.

Quality of care related to the competence of medical and non-medical personnel as well as quality of services related to the program management and health services. In terms of quality, it must comply with the minimum standards set by the Hospital based on the Regulation of the Minister of Health Number 4 of 2019. However, the Decree of the Minister of Health Number 129 of 2008 is still used to develop indicators.

Data from the year 2019 showed only the quality of services limited to the field of medical services. It only presented 15 units which could be implemented, while 8 units have not been able to be implemented, despite the fact that the hospital has been fully accredited.

Regulation of patient safety is stated in The Ministry of Health Regulation number 11 of 2017. One of the considerations for the publication was to improve the quality of health services, where comprehensive and responsive actions are needed to respond to undesirable events in health care facilities so that similar incidents do not recur. Several definitions are mentioned in Article 1:

1) Patient Safety is a system that makes patients safer, including risk assessment, patient risk identification and management, incident reporting and analysis, the ability to learn from incidents and their follow-up, as well as implementing solutions to minimize risks and prevent injuries caused by any error.
2) Patient Safety Incident / Incident, is any unintentional event and condition that results in or has the potential to result in preventable injury to the patient.

The data shows that there are still many incident cases, ranging from the mildest potential injury to the most severe (sentinel) resulting in the death. One case has been reported to the National Hospital Patient Safety Committee, yet there is no clear resolution despite family members' acceptance of the incident. The number of incident cases throughout the year 2019 was 243 cases and 8 cases have not been resolved because there were no follows-up from the family members. While complaints against medical services were 49 cases and all of them were resolved properly. Looking at the background, this paper proposed the following question: "How does an accredited hospital guarantee the legal protection of patients' rights to the obligation to improve quality and patient safety?"

METHOD

The primary data processing in this study employed a Likert scale, while the secondary data based on the percentage of reports that have been collected for two years. Both primary and secondary data are translated using primary, secondary, and tertiary legal materials. The quality of secondary data, the majority have not been met, and patient safety incidents are still high. Patient satisfaction study was conducted from January-March 2021, showed high satisfaction.

RESULTS AND DISCUSSION

A. Civil Law Aspects of Quality Improvement and Patient Safety

Civil law has complementary/regulating and coercive properties. In this case, regulates means that legal regulations may be set aside by interested persons and apply if those concerned do not regulate their own interests. This is illustrated in Book III of the Civil Code concerning open engagements, which give the public the freedom to regulate the engagement if it meets the validity of the engagement. Meanwhile, forcing means a law that cannot be set aside by those with an interest and must submit to it, for example as stated in Book II of the Civil Code concerning objects. In addition to being coercive, Book II is also settled, meaning that several material rights are limited, where people cannot create other material rights. However now the closed system has been revoked considering that it is no longer in accordance with the progress of the times or the current state of independence.

The word contact comes from Arabic which means a bond or a conclusion, both visible (hissyy) and invisible (ma'nawy) bonds. The law system from other countries recognizes the terms *overeenkomst* (Dutch), *contract, agreement* (English), *contract*, *convention* (French). While in Indonesian context of law, the terms are known as "contracts" or "agreements". Basically, these terms have the same meaning. While the contract according to the term is a mutual agreement either spoken or written between two or more parties which has binding legal implications.

The bond between good human beings concerning agreements is rather of social construction, but in Islam one cannot ignore the religious implication of it. Every form of engagement has consequences that are not only worldly but accountable in the hereafter.

There are two terms in Islamic law that must be fulfilled in carrying out the contract, namely the terms and pillars of the contract. In addition, Islamic law also provides provisions related to the validity (legitimate conditions) of an agreement; namely matters relating to the provisions of the consent *qabul*, *sighat* contract as well as the provisions of the subject and object of the contract. Conditions in the contract are defined as elements that make up the validity of the pillars of the contract. So the validity of a contract depends on whether or not the pillars and conditions of the contract are fulfilled. According to Sayyid Sabiq, the conditions for the validity of the agreement include: 1) Not violating the provisions stipulated in sharia, meaning that the agreement entered into by the parties is not an agreement that is

contrary to the law or an act that is against sharia law, because an agreement that is contrary to sharia law is invalid, thus there is no obligation for the parties to comply with or carry out the contents of the agreement. In other words, if the contents of the agreement are against the law (sharia law), then the agreement is automatically null and void. 2) The occurrence of an agreement based on mutual understanding, meaning that in an agreement there is no element of coercion and must be the free will of each party. 3). The contents of the agreement must be clear, meaning that what was agreed upon by the parties must be clearly related to what is the content of the agreement, so that in the future it does not result in misunderstandings between the parties about what they have agreed.

Besides, the term pillars in the contract can be interpreted as an essential element that forms a contract which existence must always be fulfilled in a transaction. Ahmad Azhar Basyir stated that the pillars of the contract include: 1) The subject of the contract is the party who has the contract, which consists of at least two people who must be mature, have common sense and can carry out legal actions. 2) The contracted object varies, according to its shape. In order for the object of the contract to be considered valid, the object requires conditions such as existing at the time the contract is held, being able to accept the law of the contract, being able to be determined and known, etc. 3) Akad/Sighat consisting of (a) giving (ijab) or offer; (b) acceptance (qabul) or acceptance of ijab is the beginning of an explanation that comes out of one of the contracting parties. Qabul is the answer of the other party after the consent. What is meant by sighat is by how the consent and qabul which are the pillars of the contract are stated. Sighat contract can be spoken or written, using gestures, or actions that have become a habit in the consent and qabul.

What someone declares in a legal relationship becomes the law for them (*cum nexum faciet mancipiumque, uti lingua mancuoassit, ita jusesto*). This principle is the binding force of the agreement. This is not only a moral obligation, but also a legal obligation whose implementation must be obeyed. Consequently, neither judges nor third parties may interfere with the contents of the agreement made by the parties. This principle lies in the implementation period of the contract.

The analogy between the law and the agreement, to a certain extent means that the parties to the agreement act as legislators. The law binds everyone, so the parties who form the agreement act concretely as the legislators.

According to the old theory, what is called an agreement is "a legal act based on an agreement to cause legal consequences". In this definition, there is the principle of consensual and the emergence of legal consequences (the growth/disappearance of rights and obligations). The principle of freedom of contract is also stated in Article 1338 paragraph (1) BW, which states "all agreements made legally shall apply as law for those who make them". The principle of freedom of contract is a principle that gives freedom to the parties to; to make or not make an agreement, to settle an agreement with anyone, to determine the content of the agreement, its implementation, and requirements, both spoken and written. The limitation of written agreements in Article 1337 BW is grounded by the fact that this article prohibits contracts which substance is contrary to the law, public order, and morality, or the existence of the principle of good faith which in Article 1338 paragraph (3) BW, which contains imperative provisions, namely all agreements must carried out in good faith.

Freedom of contract reflects the development of free market understanding pioneered by Adam Smith with his classical economic theory, which was based on legal teachings of the Epistemology of Natural Law. Another similar thing is the basis of Jeremy Bentham's thought, which is known as utilitarianism. Utilitarianism and classical laissez faire economic theory are considered complementary and mutually reinvigorate individualistic liberal thought. Both believe in individualism as a social value and mechanism; and freedom of contract is regarded as a general principle. Freedom of contract can achieve its goal of bringing prosperity, if the parties have a balanced bargaining power.

The essence of freedom of contract is based on the theory of natural law which views that human are part of nature and rational and intelligent creatures, who acts according to desires and impulses. Thus, such behavior, which is based on this thought creates the necessity of rules and regulations to create a good society. Moral principles and principles of justice are above the legal rules arranged by the government. That the elements and conditions of freedom of contract are configured in such as way is because the emphasis of the Civil Code lies in the main picture of modern cosmology. The code views society as an institution consisting of independent individuals, controlled/guided by reason, voluntarily (have) chosen to maintain good relations through the law and submit to the law (pacta sunt servanda). Even though the principle of freedom of contract is universally recognized, as well as by the Civil Code, in essence there is no absolute freedom of contract, instead, this freedom contains limits that cannot be violated in making a contract. However, such restrictions contained the Civil Code itself is not as constraining. There are several reasons why it is necessary to pay attention to the freedom of contract, namely the growth and development of the use of standard contracts. The first is that the role of free choice has decreased, i.e., when the parties to the agreement do not have the same bargaining position. The second reason is the growing efforts towards consumer protection.

Agreements made between patients with hospitals can be divided into two types. The first is an agreement where the hospital is only obliged to carry out treatment which is called an all-in contract system. The second is an agreement in which the hospital in addition to carrying out treatment also carries out other medical actions. This is known as the all-in, arts-out system. In this case there are three agreements which involve patients, doctors and hospitals.

The therapeutic transaction is an agreement, thus the validity of an agreement in accordance with Article 1320 of the Civil Code must be fulfilled. First, all parties agree to bind themselves, secondly the ability to make an engagement, thirdly a certain subject matter and fourthly a cause that is not prohibited. If the third and fourth conditions are not met, the agreement is null and void, while the first and second conditions are not fulfilled, the agreement can be canceled.

The therapeutic transaction is an agreement. According to Komalasari, as written by Anny Isfandyarie, the therapeutic agreement also applies to the law of engagement as regulated in Book III of the Civil Code.

The opinion of Hermien Hadiati Koeswaji as written by Rusyad Zahir states that the horizontal contractual legal relationship in health services is essentially the starting point of the contractual legal relationship according to the Civil Code, where the parties agree to enter a mutually financially rewarding relationship between the health service provider and the patient as the recipient of the service.

Another opinion in the field of engagement law is that therapeutic transactions are categorized as anonymous agreements because they are not regulated in the Civil Code, however, develop as a consequence of the principle of freedom of contract. Therapeutic agreements are also referred to as mixed agreements because they involve hospitals and other health workers.

The term Aqad has several meanings, namely binding, connection and promise. The general conditions for the validity of an Aqad are; both parties are capable of performing good reasoning, the object of the contract can accept the law, carried out by people who have the right, not prohibited by syara', provides benefits, consent must be carried out, consent and qubul must be continued.

B. Patient Legal Protection

Legal protection according to Satjipto Rahardjo is the concept of legal protection towards certain interests that can only be done by limiting the interests of other parties. The law protects a person's interests by allocating a power to him to act in the context of his interests. Such power is called a right, but not every power in society is called a right, only certain powers are granted by the law.

Paton's opinion reported by Satjipto stated that rights do not only contain elements of protection and interest but also will. The characteristics inherent in legal rights as stated by Fitzgerald include; rights are attached to a person who is referred to as the owner or subject of that right, between rights and obligations have a correlative relationship, the right requires others to do or not do something (referred to as the object of the right), and every right according to law becomes the reason for the attachment of that right to the right owner. This concept is often used and may be the only one that exists. The above rights according to Salmond are rights in a narrow sense. A broader definition of rights should include freedom, power, and immunity.

Fitzgerald's opinion, as restated by Satjipto Rahardjo, mentioned that the emergence of this legal protection theory was the theory of natural law or the flow of natural law. In a cross-historical context, Friedman stated that this belief arose in response to the failure of mankind to seek absolute justice. Natural law here is seen as a law that applies universally and eternally. The belief was pioneered by Plato, Aristotle (Plato's student), and Zeno (founder of the Stoic school). It states that the law originates from God, which is universal and eternal, and that law and morals cannot be separated. They viewed that law and morals are a reflection and regulation internally and externally of human life which is realized through law and morals. In this case, the idea of natural law assumes that through reasoning the nature of living things can be known, and this knowledge becomes the basis for social order and the legal order of human existence. Natural law is higher than the law that is deliberately formed by humans.

The philosophy of positivism also supports the concept of legal protection, even though it distinguishes between law and morals, yet positivism approved that there is no other law except the orders of the ruler. Here, the positivist proposed what is known as legism, which means that regulations is identical to law. John Austin, a positivist sociologist, said that the law is an order from the ruler of the state, so that power forces people to obey. Austin said that the real law includes laws made by rulers and laws compiled by humans to carry out the rights given to them. Meanwhile, Hans Kelsen's positivism stated that pure law means that it is free from elements outside the law. For Kelsen, the law might be unfair, but it was still law because it was prepared by the authorities. The varying beliefs on law above clearly aim to protect the interests of society by the authorities. Pound makes interests that must be protected by law, including public interest, public interest, and private interest. Basically, legal protection had been regulated long ago to accommodate the public interest.

In practice, legal protection is manifested in various legal efforts that must be provided by law enforcement officers to provide a sense of security, both mentally and physically from various threats. Legal protection embodied in a collection of rules that can protect one thing from another.

Legal protection is divided into two types, namely preventive and repressive legal protection. Preventive legal protection aims to prevent disputes from occurring while on the contrary repressive protection is to resolve disputes. Preventive legal protection is very meaningful for government actions based on freedom of action. With legal protection the government is encouraged to take careful measurements based on discretion.

To this moment, Indonesia has no specific regulation regarding preventive legal protection facilities. This may be because preventive measures are still new, so the government prioritizes means of repressive legal protection instead. However, currently there is a body that

partially handles legal protection for the Indonesian people. Rochmat Soemitro grouped them into three bodies, namely; courts within the general judiciary, government agencies serving as administrative appeals agencies and special agencies.

Patients are consumers, so the Consumer Protection Law Number 8 of 1999 applies. The term consumer protection is related to legal protection because consumer protection contains legal aspects. The coverage of consumers' protection include their physical being and intangible rights. Consumer protection can be interpreted as identical with the protection provided by law on consumer rights.

Legal protection for consumers in civil law discusses the rights that must be protected by law, both those which come from agreements or contracts. The use of civil law provisions and civil law institutions can be used as a settlement for law enforcement on consumer rights.

C. Accredited hospitals provide legal protection that guarantees patients' rights to quality improvement and patient safety

Hospitals must be able to meet the compliances regarding all available resource. Then they should make planning, implementation, self-assessment, and evaluation to be re-tested by KARS that PPS has been implemented properly. This means that if the hospital has been fully accredited and has completed its PPS, it can be said to have complied with all the assessment elements in the standards of accreditation chapters. Consequently, if the compliance is not implemented, re-accreditation can be carried out or even the accreditation status may be revoked.

The rights of patients integrated in the accreditation relate to several things that must be owned by patients and their families, and it is the obligation of the Hospital to fulfil them.

The hospital management must carry out a scheduled evaluations using several methods, such as official surveys, staff interviews, data analysis, and group discussions. Encourage collaboration to create structures, processes and programs pave the way for the development of this positive culture. Responding to inappropriate behavior from the Hospital staff, including management, administrative staff, clinical staff, visiting doctors or port time doctors, as well as members of the owner's representation.

Since patients and their families have various socio-economic and cultural background, it is important for the hospital to build trust and good communication to have mutual understanding about one another. Patients and their families have the rights to be included into decision makings in accordance to the rules.

Optimizing patient rights in providing patient-focused services begins with establishing these rights, then educating patients and staff about patient rights and obligations. Patient rights include: to be informed, protected and made aware of patient rights, patient's family is to be involved in making decisions about patient care, to be given informed consent, to have hospital's staffs informed about patient rights and obligations.

The process of care carried out in hospitals must be in accordance with laws and regulations, international conventions, and treaties or agreements on human rights approved by the government. This shows the protection of patient rights that must be fulfilled by the hospital.

The rights and obligations of patients and families are basic elements of all interactions in the hospital, hospital staff, patients, and families, thus there must be regulations that ensure that all staff are aware of and responsive to issues of rights and obligations of patients and families when interacting and providing care to patients. The hospital identifies the patient's religion, beliefs, and personal values so that in providing care it will be in harmony with the patients' religion, beliefs, and personal values.

Staff must maintain patient information as a matter of confidentiality, while also respecting the patient's privacy needs. The hospital has a policy that indicates whether patients

have access to their health information and a process for obtaining access if allowed. Hospitals must respect the patient's right to privacy, especially when they are being interviewed, examined, treated, and transferred. Patients may want their privacy protected from employees, other patients, the public, and even family members. Patients may not want to be photographed, recorded, or included in surveys, research interviews and more.

The hospital is obliged to inform the patient about the hospital's responsibility for the patient's belongings and its limitations, as well as being responsible for the patient's belongings that are brought into the hospital. Identify groups of at-risk patients who cannot protect themselves, such as infants, children, disabled patients, the elderly, post-surgery, mental disorders, impaired consciousness, and others, and determine the level of protection for these patients. This protection includes not only physical violence, but also includes matters related to security, such as negligence in care, not providing services, or not aiding in the event of a fire. All staff members must understand their responsibilities in this process.

The hospital maintains the security of public areas that are open to the public such as parking areas, outpatient services and supporting services. This also includes closed areas where certain people can only enter with special permission and certain clothes, such as operating rooms, semi-open areas, namely areas that are open to the public. certain times and closed at other times, for example hospitalization during visiting hours becomes an open area but outside visiting hours it becomes a closed area for that visitor outside visiting hours must be regulated, identified and using visitor identities.

In receiving care, patients have the right to ask for a second opinion, and the hospital must facilitate this request, and make regulations for this, in which the patient is given information about his condition, test results, diagnosis, recommendations for action, and so on. The hospital encourages patients and families to be involved in all aspects of service. All staff have been trained in implementing regulations and their roles in supporting the rights of patients and their families to participate in the care process.

Clinical staff also notify the patient, the name of the doctor, or other professional care provider (PPA) in charge of patient care who is given permission to carry out the actions and procedures. Patients will likely ask about the doctors' competences, experiences, length of time working in hospitals, and hospitals must be ready with the proper references.

When a patient is admitted for outpatient registration and for each hospitalization, he or she is asked to sign a general consent, which explains its scope and limitations. The hospital establishes regulations for implementing an informed consent by the DPJP and can be assisted by a trained staff in a language that can be understood in accordance with statutory regulations. Specific consent (informed consent) is given before surgery, anesthesia (including sedation), the type of blood use and blood-related products, procedures, and other high-risk treatments. These should be determined in hospital regulations, including if the patient wishes to donate his organs.

CONCLUSION

The form of an accredited hospital provides a guarantee of legal protection for patients' rights to quality improvement and patient safety. Preventively, the laws and regulations concerning the hospital's obligation to carry out services according to standards based on quality and patient safety indicators, in the form of positive law in the UUPK, Health Law, Consumer Law, UUPP, UUTK, Nursing Law and its implementing regulations, as well as accreditation standards must be carried out by hospitals, including professional ethics and hospital institutions. Repressively are legal sanctions in laws and regulations, implementation of supervision by the Central and Regional governments and their sanctions, and sanctions for ethical and disciplinary violations by professional organizations and hospital organizations. The implementation of legal protection for quality improvement and patient safety by accredited hospitals has partially been implemented preventively. This can be seen from the

achievement of quality and patient safety indicators according to the standards in the legislation and reports to the Ministry of Health, Hospital Supervisory Board, and Sismadak. Cases resulting in death or sentinels have been reported to the National Committee for Patient Safety, although no answer has yet been given.

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