OFFERYNNAU STATUDOL CYMRU

2016 Rhif 90 (Cy. 43)

Y GWASANAETH IECHYD GWLADOL, CYMRU

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Sylfaenol a Gwasanaethau Deintyddol Sylfaenol) (Cymru) (Diwygio a Darpariaeth Drosiannol) 2016

Gwnaed - - - -	*26 Ionawr 2016*
Gosodwyd gerbron Cynulliad Cenedlaethol Cymru - -	*1 Chwefror 2016*
Yn dod i rym - -	*1 Mawrth 2016*

Mae Gweinidogion Cymru, drwy arfer y pwerau a roddwyd gan adrannau 46(2), 47, 61, 66 a 203(9) a (10) o Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006(**1**), yn gwneud y Rheoliadau a ganlyn:

RHAN 1

Cyffredinol

Enwi, cychwyn a chymhwyso

1.—(1) Enw'r Rheoliadau hyn yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Sylfaenol a Gwasanaethau Deintyddol Sylfaenol) (Cymru) (Diwygio a Darpariaeth Drosiannol) 2016 a deuant i rym ar 1 Mawrth 2016.

(2) Mae'r Rheoliadau hyn yn gymwys o ran Cymru.

Dehongli

2. Yn y Rheoliadau hyn—

ystyr "y Ddeddf" ("*the Act*") yw Deddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006;

ystyr "Rheoliadau Contractau GMS" ("*the GMS Contracts Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2004(**2**);

(**1**) 2006 p. 42.
(**2**) O.S. 2004/478 (Cy. 48).

ystyr "Rheoliadau GDS" ("*the GDS Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol) (Cymru) 2006(**3**);

ystyr "Rheoliadau PDS" ("*the PDS Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006(**4**); ac

ystyr "Rheoliadau Rhagnodi Cyffuriau GMS" ("*the GMS Prescription of Drugs Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Rhagnodi Cyffuriau Etc.) 2004(**5**).

RHAN 2

Diwygio Rheoliadau Contractau GMS

Diwygio rheoliad 2 o Reoliadau Contractau GMS

3. Yn rheoliad 2(1) o Reoliadau Contractau GMS (dehongli), ar ôl y diffiniad o "approved medical practice" mewnosoder—

""armed forces of the Crown" means the forces that are "regular forces" or "reserve forces" within the meaning given in section 374 of the Armed Forces Act 2006(**6**)(definitions applying for the purposes of the whole Act);".

Diwygio rheoliad 10 o Reoliadau Contractau GMS

4. Yn rheoliad 10 o Reoliadau Contractau GMS (statws corff gwasanaeth iechyd), yn lle paragraff 7(b) rhodder—

"(b) paragraph (5), where it or the Local Health Board—

(i) has referred any matter to the NHS dispute resolution procedure before it ceases to be a health service body, or

(ii) efers any matter to the NHS dispute resolution procedure, in accordance with paragraph 98(1) of Schedule 6, after it ceases to be a health service body,

the contractor is to continue to be regarded as a health service body (and accordingly the contract is to continue to be regarded as an NHS contract) for the purposes of the consideration and determination of the dispute;".

Mewnosod paragraff newydd 15A yn Atodlen 6 i Reoliadau Contractau GMS

5. Yn Atodlen 6 i Reoliadau Contractau GMS (termau contractiol eraill), ar ôl paragraff 15 (cais i gynnwys person mewn rhestr o gleifion), mewnosoder—

"**Inclusion in list of patients: armed forces personnel**

15A.—(1) The contractor may, if its list of patients is open, include a person to whom sub-paragraph (2) applies in that list for a period of up to two years and paragraph 25(1)(b) does not apply in respect of any person who is included in the contractor's list of patients by virtue of this paragraph.

(2) This sub-paragraph applies to a person who is—

(**3**) O.S. 2006/490 (Cy. 59).
(**4**) O.S. 2006/489 (Cy. 58).
(**5**) O.S. 2004/1022 (Cy. 119).
(**6**) 2006 p. 52; gwnaed diwygiad perthnasol i adran 374 gan adran 44(3) a (4) o Ddeddf Diwygio Amddiffyn 2014 (p. 20).

(a) a serving member of the armed forces of the Crown who has received written authorisation from Defence Medical Services(**7**) to receive primary medical services from the contractor's practice; and

(b) living or working within the contractor's practice area during the period in respect of which that written authorisation is given.

(3) Where the contractor has accepted a person to whom sub-paragraph (2) applies onto its lists of patients, the contractor must—

(a) obtain a copy of the patient's medical record, or a summary of that record, from Defence Medical Services; and

(b) provide regular updates to Defence Medical Services, at such intervals as are agreed with Defence Medical Services, about any care and treatment which the contractor has provided to the patient.

(4) At the end of the period of two years, or on such earlier date as the contractor's responsibility for the patient has come to an end, the contractor must—

(a) notify Defence Medical Services of the fact that the contractor's responsibility for the patient has come to an end; and

(b) update the patient's medical record, or summary of that record, and return it to Defence Medical Services.

(5) In this paragraph, "primary medical services" means the medical services which are provided by the contractor's practice under the contract to which Part 4 of the Act applies.".

Diwygio paragraff 25 o Atodlen 6 i Reoliadau Contractau GMS

6. Yn Atodlen 6 i Reoliadau Contractau GMS (termau contractiol eraill), ym mharagraff 25 (dileu enwau o'r rhestr o gleifion sy'n absennol o'r Deyrnas Unedig etc), yn lle is-baragraff (1)(b) rhodder—

"(b) is in the armed forces of the Crown (except in the case of a patient to which paragraph 15A applies);".

Diwygio paragraff 67 o Atodlen 6 i Reoliadau Contractau GMS

7. Yn Atodlen 6 i Reoliadau Contractau GMS (termau contractiol eraill), ym mharagraff 67, is-baragraff (2) (arfarnu ac asesu), yn lle'r geiriau "United Kingdom Armed Forces of Her Majesty" rhodder "armed forces of the Crown".

Diwygio paragraff 98 o Atodlen 6 i Reoliadau Contractau GMS

8. Yn Atodlen 6 i Reoliadau Contractau GMS (termau contractiol eraill), ym mharagraff 98 (datrys anghydfodau: contractau nad ydynt yn gontractau'r GIG), yn lle is-baragraff (1) rhodder—

"(1) In the case of a contract that is not an NHS contract, any dispute arising out of or in connection with the contract, except matters dealt with under the procedures for notifying concerns or making complaints pursuant to Part 5A and 6 of this Schedule, may be referred for consideration and determination to the Welsh Ministers—

(a) if it relates to a period when the contractor was treated as a health service body, by the contractor or by the Local Health Board; or

(b) in any other case, by the contractor or, if the contractor agrees in writing, by the Local Health Board."

(**7**) Mae'r Gwasanaethau Meddygol Amddiffyn yn sefydliad mantell o fewn y Weinyddiaeth Amddiffyn sy'n gyfrifol am ddarparu gwasanaethau meddygol, deintyddol a nyrsio yn y Deyrnas Unedig i aelodau o luoedd arfog y Goron.

RHAN 3

Diwygio Rheoliadau Rhagnodi Cyffuriau GMS

Diwygio Atodlen 2 i Reoliadau Rhagnodi Cyffuriau GMS

9. Yn Atodlen 2 i Reoliadau Rhagnodi Cyffuriau GMS (cyffuriau neu feddyginiaethau i'w harchebu o dan amgylchiadau penodol yn unig)—

(a) yng ngholofn 1 o'r tabl (cyffuriau), yn y cofnod sy'n ymwneud â chyffuriau ar gyfer trin camweithredu ymgodol—

(i) hepgorer "Apomorphine Hydrochloride", "Moxisylyte Hydrochloride" a "Thymoxamine Hydrochloride"; a

(ii) ar ôl "Alprostadil" mewnosoder "Avanafil";

(b) yng ngholofn 2 o'r tabl (claf) yn y cofnod sy'n ymwneud â'r cyffur Oseltamivir (Tamiflu) ar gyfer trin y ffliw hepgorer y geiriad "who is aged 1 year or over and" ym mhob lle y mae'n ymddangos; ac

(c) ar ddiwedd y tabl yn y ddarpariaeth ddehongli –

(i) hepgorer y diffiniadau o "at-risk" a "child"; a

(ii) mewnosoder yn y lle priodol yn ôl trefn yr wyddor—

""at-risk" means in relation to a patient, a patient who—

(a) has chronic respiratory disease (including asthma and chronic obstructive pulmonary disease);

(b) has significant cardiovascular disease, excluding a patient who has hypertension only;

(c) has chronic renal disease;

(d) is immunocompromised;

(e) has diabetes mellitus;

(f) has chronic liver disease; or

(g) has chronic neurological disease;".

RHAN 4

Diwygio Rheoliadau GDS

Diwygio rheoliad 9 o Reoliadau GDS

10. Yn rheoliad 9(7) o Reoliadau GDS (statws corff iechyd) yn lle is-baragraff (b) mewnosoder yr is-baragraff a ganlyn—

"(b) paragraph (5), where it or the Local Health Board—

(i) has referred any matter to the NHS dispute resolution procedure before it ceases to be a health service body, or

(ii) refers any matter to the NHS dispute resolution procedure, in accordance with paragraph 54(1)(a) of Schedule 3, after it ceases to be a heath service body,

the contractor is to continue to be treated as a health service body (and accordingly the contract is to continue to be regarded as an NHS contract) for the purposes of the consideration and determination of the dispute; or".

Diwygio Atodlen 3 i Reoliadau GDS

11. Yn Atodlen 3 i Reoliadau GDS (termau contractiol eraill), ar ôl paragraff 13 (gwasanaethau ffôn), mewnosoder—

"**13B. – Cost of relevant calls**

(1) The contractor must not enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the practice than they would to make equivalent calls to a geographical number.

(2) Where a contractor is party to an existing contract or other arrangement for telephone services under which persons making relevant calls to the practice call a number which is not a geographical number, the contractor must comply with sub-paragraph (3).

(3) The contractor must—

(a) before 1 March 2017, review the arrangement and consider whether, having regard to the arrangement as a whole, persons pay more to make relevant calls than they would to make equivalent calls to a geographical number; and

(b) if the contractor so considers, take all reasonable steps, including in particular considering the matters specified in sub-paragraph (4), to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls than they would to make equivalent calls to a geographical number.

(4) The matters referred to in sub-paragraph (3)(b) are—

(a) varying the terms of the contract or arrangement;

(b) renegotiating the terms of the contract or arrangement; and

(c) terminating the contract or arrangement.

(5) If despite taking all reasonable steps referred to in sub-paragraph (3)(b), it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the practice than they would to make equivalent calls to a geographical number, the contractor must consider introducing a system under which if a caller asks to be called back, the contractor will do so at the contractor's expense.

(6) In this paragraph—

(a) "existing contract or other arrangement" means a contract or arrangement that was entered into prior to 1 March 2016 and which remains in force on 1 March 2016;

(b) "geographical number" means a number which has a geographical area code as its prefix; and

(c) "relevant calls" means calls—

(i) made by patients to the practice for any reason related to services provided under the contract, and

(ii) made by persons, other than patients, to the practice in relation to services provided as part of the health service.".

Diwygio paragraff 54 o Atodlen 3 i Reoliadau GDS

12. Ym mharagraff 54 o Atodlen 3 i Reoliadau GDS (termau contractiol- datrys anghydfodau: contractau nad ydynt yn gontractau'r GIG), yn lle is-baragraff (1) rhodder yr is-baragraff a ganlyn—

"(1) In the case of a contract that is not an NHS contract, any dispute arising out of or in connection with the contract, except matters dealt with under the procedures for notifying