

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

NODYN ESBONIADOL

(Nid yw'r nodyn hwn yn rhan o'r Rheoliadau)

Mae'r Rheoliadau hyn yn diwygio Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2004 (O.S. 2004/478, fel y'u diwygiwyd) ("Rheoliadau Contractau GMS"), Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Rhagnodi Cyffuriau Etc.) (Cymru) 2004 (O.S. 2004/1002, fel y'u diwygiwyd ("Rheoliadau Rhagnodi Cyffuriau GMS")), Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol) (Cymru) 2006 (O.S. 2006/490, fel y'u diwygiwyd) ("Rheoliadau GDS"), a Rheoliadau'r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006 (O.S. 2006/489, fel y'u diwygiwyd) ("Rheoliadau PDS").

Caiff darparwyr gwasanaethau o dan y contractau neu'r cytundebau y gwneir darpariaeth mewn cysylltiad â hwy gan Reoliadau Contractau GMS, Rheoliadau GDS a Rheoliadau PDS ddewis bod yn "corff gwasanaeth iechyd" ac felly i'w contract fod yn gcontract GIG. Caiff darparwyr sy'n dewis bod yn gorff gwasanaeth iechyd hefyd ddewis peidio â bod yn gorff o'r fath mwyach ac i'w contract beidio â bod yn gcontract GIG mwyach. Pan fo contractwr yn dewis peidio â bod yn gorff gwasanaeth iechyd mwyach, mae'r diwygiadau a wneir gan reoliadau 4, 8, 10, 12, 14 ac 16 yn cael yr effaith o ddarparu yr ymdrinnir â'r holl anghydfodau sy'n ymwneud â'r cyfnod pan oedd

y contract yn contract GIG o dan weithdrefn datrys anghydfodau'r GIG. Gwneir darpariaeth drosiannol yn rheoliad 18 sy'n darparu os yw anghydfod eisoes yn destun achos cyfreithiol cyn i'r rheoliadau hyn ddod i rym, fod yr anghydfod hwnnw i gael ei benderfynu yn unol â'r ddeddfwriaeth berthnasol fel yr oedd yn gymwys bryd hynny.

Mae rheoliad 5 yn mewnosod paragraff newydd 15A yn Atodlen 6 i Reoliadau Contractau GMS. Mae hyn yn galluogi contractwr i dderbyn aelod o luoedd arfog Ei Mawrhydi fel claf am gyfnod o ddwy flynedd ar y mwyaf os yw'r person hwnnw wedi cael awdurdodiad ysgrifenedig gan y Gwasanaethau Meddygol Amddiffyn i gael gwasanaethau meddygol o dan y contract ym mhraetis y contractwr a bod y contractwr wedi ei fodloni bod y person yn byw neu'n gweithio o fewn ardal practis y contractwr.

Mae rheoliad 3 yn mewnosod diffiniad o "armed forces of the Crown" yn rheoliad 2(1) o Reoliadau Contractau GMS.

Mae rheoliadau 6 a 7 yn gwneud diwygiadau i baragraff 25 a 67 o Atodlen 6 i Reoliadau Contractau GMS sy'n ganlyniadol i'r diwygiadau a wneir gan reoliadau 3 a 5.

Mae rheoliad 9 yn diwygio Atodlen 2 i Reoliadau Rhagnodi Cyffuriau GMS. Mae rheoliad 9 yn gwneud diwygiadau i'r tabl yn Atodlen 2 sy'n cyfyngu ar yr amgylchiadau pan ganiateir archebu cyffuriau neu feddyginiaethau penodol ar gyfer categorïau penodedig o gleifion at ddibenion penodedig. Mae'r cofnod yn y tabl sy'n ymwneud â'r cyffuriau penodol na chaniateir eu harchebu ar gyfer trin camweithredu ymgodol ond mewn amgylchiadau cyfyngedig wedi ei ddiwygio er mwyn dileu Apomorphine Hydrochloride, Moxisylyte Hydrochloride, a Thymoxamine Hydrochloride ac er mwyn cynnwys Avanafil. Mae'r cofnod yn y tabl sy'n ymwneud â'r cyffur Oseltamivir (Tamiflu) ar gyfer trin y fflui wedi ei ddiwygio er mwyn dileu'r cyfyngiad ar ragnodi'r cyffur i fabanod sydd o dan 1 oed. Mae rheoliad 9 hefyd yn diwygio'r diffiniad o ystyr "at-risk" yn Atodlen 2.

Mae rheoliadau 11, 13, 15 a 17 yn diwygio Atodlen 3 i Reoliadau GDS ac Atodlen 3 i Reoliadau PDS mewn perthynas â thermau contractiol eraill y mae rhaid i contract GDS a chytundeb PDS eu cynnwys. Mae rheoliadau 11 a 15 yn mewnosod darpariaeth newydd mewn cysylltiad â'r defnydd o rifau ffôn penodol sy'n codi mwy o dâl ar gleifion na chost gyfatebol ffonio rhif ffôn daearyddol. Mae rheoliadau 13 a 17 yn gwneud diwygiadau mewn cysylltiad â'r termau contractiol mewn perthynas â therfynu contract deintyddol pan fo ymarferydd unigol yn marw. Effaith y diwygiadau yw estyn y cyfnod y mae rhaid i ystad deiliad contract gadarnhau i'r bwrdd iechyd ynddo ei

fod yn dymuno parhau i fod yn ddeiliaid y contract ar ôl marwolaeth deiliad y contract i 28 o ddiwrnodau. Mae'r cyfnod amser sydd gan yr ystâd wedyn i wneud trefniadau i barhau i ddarparu'r gwasanaethau hefyd wedi ei estyn i chwe mis.

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**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* 29 Ionawr 2016

Yn dod i rym 1 Mawrth 2016

CYNNWYS

RHAN 1

Cyffredinol

1. Enwi, cychwyn a chymhwyso
2. Dehongli

RHAN 2

3. Diwygio Rheoliadau Contractau GMS
4. Diwygio rheoliad 2 o Reoliadau Contractau GMS
5. Diwygio rheoliad 10 o Reoliadau Contractau GMS
6. Mewnosod paragraff newydd 15A yn Atodlen 6 i Reoliadau Contractau GMS
7. Diwygio paragraff 25 o Atodlen 6 i Reoliadau Contractau GMS
8. Diwygio paragraff 67 o Atodlen 6 i Reoliadau Contractau GMS
9. Diwygio paragraff 98 o Atodlen 6 i Reoliadau Contractau GMS

RHAN 3

Diwygio Rheoliadau Rhagnodi Cyffuriau GMS

9. Diwygio Atodlen 2 i Reoliadau Rhagnodi Cyffuriau GMS

RHAN 4

Diwygio Rheoliadau GDS

10. Diwygio rheoliad 9 o Reoliadau GDS
11. Diwygio Atodlen 3 i Reoliadau GDS
12. Diwygio paragraff 54 o Atodlen 3 i Reoliadau GDS
13. Diwygio paragraff 65 o Atodlen 3 i Reoliadau GDS

RHAN 5

Diwygio Rheoliadau PDS

14. Diwygio rheoliad 9 o Reoliadau PDS
15. Diwygio Atodlen 3 i Reoliadau PDS
16. Diwygio paragraff 54 o Atodlen 3 i Reoliadau PDS
17. Diwygio paragraff 63 o Atodlen 3 i Reoliadau PDS

RHAN 6

Darpariaeth Drosiannol

18. Darpariaeth drosiannol sy'n ymwneud ag anghydfodau y mae achosion cyfreithiol wedi cychwyn mewn cysylltiad â hwy cyn 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.

(1) 2006 p. 42.

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(1);

ystyr “Rheoliadau GDS” (*“the GDS Regulations”*) yw Rheoliadau’r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol) (Cymru) 2006(2);

ystyr “Rheoliadau PDS” (*“the PDS Regulations”*) yw Rheoliadau’r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006(3); 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(4).

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(5)(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—

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- (1) O.S. 2004/478 (Cy. 48).
(2) O.S. 2006/490 (Cy. 59).
(3) O.S. 2006/489 (Cy. 58).
(4) O.S. 2004/1022 (Cy. 119).
(5) 2006 p. 52; gwnaed diwygiad perthnasol i adran 374 gan adran 44(3) a (4) o Ddeddf Diwygio Amddiffyn 2014 (p. 20).

- (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 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—

- (a) a serving member of the armed forces of the Crown who has received written authorisation from Defence Medical Services⁽¹⁾ 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—

(1) 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.

- (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.”

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 “Alprostadiil” 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 health 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 concerns or making complaints pursuant to Parts 5A or 6 of this Schedule, may be referred for consideration and determination to the Assembly—

- (a) if it relates to a period when the contractor was 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.”.

Diwygio paragraff 65 o Atodlen 3 i Reoliadau GDS

13.—(1) Mae Atodlen 3 (termau contractiol eraill) wedi ei diwygio fel a ganlyn—

(2) Ym mharagraff 65 (terfynu contract pan fo ymarferydd deintyddol unigol yn marw)—

- (a) yn is-baragraff (1) yn lle “seven days” rhodder “28 days”; a
- (b) yn is-baragraff (1)(a), yn lle “not exceeding three months” rhodder “not exceeding six months”.

(3) Ym mharagraff 65 (terfynu contract pan fo ymarferydd deintyddol unigol yn marw) yn is-baragraff (2), yn lle “the three month period referred to in sub-paragraph (1)(a)” rhodder “the six month period referred to in sub-paragraph (1)(a)”.

RHAN 5

Diwygio Rheoliadau PDS

Diwygio rheoliad 9 o Reoliadau PDS

14. Yn rheoliad 9(7) (statws corff gwasanaeth iechyd) yn lle is-baragraff (b) rhodder yr is-baragraff a ganlyn—

- “(b) paragraph (5), where it or the Relevant Body –
- (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 health 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 PDS

15. Yn Atodlen 3 i Reoliadau GDS (termau contractiol eraill), ar ôl paragraff 14 (gwasanaethau ffôn), mewnosoder—

“14A. – 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 PDS

16. Ym mharagraff 54 o Atodlen 3 i Reoliadau PDS (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 concerns or making complaints pursuant to Parts 5A or 6 of this Schedule, may be referred for consideration and determination to the Assembly—

- (a) if it relates to a period when the contractor was 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.”.

Diwygio paragraff 63 o Atodlen 3 i Reoliadau PDS

17.—(1) Mae Atodlen 3 i Reoliadau PDS (termau contractiol eraill) wedi ei diwygio fel a ganlyn—

(2) Ym mharagraff 63 (terfynu cytundeb pan fo unigolyn yn marw) yn is-baragraff (1)—

- (a) yn lle “seven days” rhodder “28 days”; a
- (b) ym mharagraff (a), yn lle “not exceeding three months” rhodder “not exceeding six months”.

(3) Ym mharagraff 63 (terfynu cytundeb pan fo unigolyn yn marw) yn is-baragraff (2), yn lle “the three month period referred to in sub-paragraph (1)(a)” rhodder “the six months period referred to in sub-paragraph (1)(a)”.

RHAN 6

Darpariaeth Drosiannol

Darpariaeth drosiannol sy’n ymwneud ag anghydfodau y mae achosion cyfreithiol wedi cychwyn mewn cysylltiad â hwy cyn 1 Mawrth 2016

18.—(1) Mae paragraff (2) yn gymwys o ran unrhyw anghydfod sy’n ymwneud â materion sy’n codi cyn 1 Mawrth 2016 o dan—

- (a) contract gwasanaethau meddygol cyffredinol;
- (b) contract gwasanaethau deintyddol cyffredinol; neu
- (c) trefniant o dan adran 64 o’r Ddeddf,

sy’n gontract GIG neu nad yw’n gontract GIG.

(2) Os yw achos cyfreithiol sy’n ymwneud â’r anghydfod wedi cychwyn cyn 1 Mawrth 2016, mae’r darpariaethau a ddiwygir gan—

- (a) rheoliadau 4 ac 8 (yn achos anghydfod sy’n ymwneud â chontract gwasanaethau meddygol cyffredinol);
- (b) rheoliadau 10 a 12 (yn achos anghydfod sy’n ymwneud â chontract gwasanaethau deintyddol cyffredinol); neu
- (c) rheoliadau 14 ac 16 (yn achos anghydfod sy’n ymwneud â threfniant o dan adran 64 o’r Ddeddf),

i gael effaith mewn perthynas â’r anghydfod hwnnw fel pe na bai’r darpariaethau hynny wedi dod i rym.

Mark Drakeford

Y Gweinidog Iechyd a Gwasanaethau Cymdeithasol,
un o Weinidogion Cymru

26 Ionawr 2016