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OFFERYNNAU STATUDOL CYMRU

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**2016 No. 90**

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

**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(1)(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—
- (a) a serving member of the armed forces of the Crown who has received written authorisation from Defence Medical Services<sup>(2)</sup> 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

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(2) 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.

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