

OFFERYNNAU STATUDOL CYMRU

WELSH STATUTORY INSTRUMENTS

2016 Rhif 90 (Cy. 43)

2016 No. 90 (W. 43)

Y GWASANAETH IECHYD GWLADOL, CYMRU

NATIONAL HEALTH SERVICE, WALES

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Meddygol Sylfaenol a Gwasanaethau Deintyddol Sylfaenol) (Cymru) (Diwygio a Darpariaeth Drosiannol) 2016 The National Health Service (Primary Medical Services and Primary Dental Services) (Wales) (Amendment and Transitional Provision) Regulations 2016

NODYN ESBONIADOL

EXPLANATORY NOTE

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

(This note is not part of the Regulations)

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 Gwasanaeth Rheoliadau'r **Iechyd** (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006 (O.S. 2006/489, fel y'u diwygiwyd) ("Rheoliadau PDS").

These Regulations amend the National Health Service (General Medical Service Contracts) (Wales) Regulations 2004 (S.I. 2004/478, as amended) ("the GMS Contracts Regulations"), the National Health Service (General Medical Service Contracts) (Prescription of Drugs Etc) (Wales) Regulations 2004 (S.I. 2004/1002, as amended) ("the GMS Prescription of Drugs Regulations"), the National Health Service (General Dental Services Contracts) Regulations 2006 (S.I. 2006/490, as amended) ("the GDS Regulations"), and the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006 (S.I. 2006/489, as amended) ("the PDS Regulations").

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 gontract 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 gontract 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

Providers of services under the contracts or agreements in respect of which provision is made by the GMS Contract Regulations, the GDS Regulations and the PDS Regulations may choose to be a "health service body" and so for their contract to be an NHS contract. Providers who choose to be a health service body may also choose to cease to be such a body and for their contract to cease to be an NHS contract. Where a contractor chooses to cease to be a health service body, the amendments made by regulations 4, 8, 10, 12, 14 and 16 have the effect of providing that all disputes relating to the period when the contract was an NHS contract are to be dealt with under the

y contract yn gontract 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 mhractis 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 ffliw 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 "atrisk" 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 gontract 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

NHS dispute resolution procedure. Transitional provision is made in regulation 18 which provides that if a dispute is already the subject of legal proceedings before these Regulations came into force, that dispute is to be determined in accordance with the relevant legislation as it applied at that time.

Regulation 5 inserts a new paragraph 15A into Schedule 6 to the GMS Contracts Regulations. This enables a contractor to accept a member of Her Majesty's armed forces as a patient for a maximum period of two years if that person has been authorised in writing by Defence Medical Services to receive medical services under the contract at the contractor's practice and the contractor is satisfied that the person is living or working within the contractor's practice area.

Regulation 3 inserts a definition of "armed forces of the Crown" into regulation 2(1) of the GMS Contracts Regulations.

Regulations 6 and 7 make amendments to paragraph 25 and 67 of Schedule 6 to the GMS Contracts Regulations which are consequential to the amendments made by regulations 3 and 5.

Regulation 9 amends Schedule 2 to the GMS Prescription of Drugs Regulations. Regulation 9 makes amendments to the table in Schedule 2 which restricts the circumstances in which certain drugs or medicines may be ordered for specified categories of patients for specified purposes. The entry in the table relating to certain drugs which may only be ordered for the treatment of erectile dysfunction in restricted circumstances has been amended so as to remove Hydrochloride, Apomorphine Moxisylyte Hydrochloride, and Thymoxamine Hydrochloride and to include Avanafil. The entry in the table relating to the drug Oseltamivir (Tamiflu) for the treatment of flu is amended so as to remove the restriction on prescribing the drug to infants under 1 years of age. Regulation 9 also amends the definition of what is meant by "at-risk" in Schedule 2.

Regulations 11, 13, 15 and 17 amend Schedule 3 to the GDS Regulations and Schedule 3 to the PDS Regulations in relation to other contractual terms which a GDS contract and PDS agreement must contain. Regulations 11 and 15 insert new provision in respect of the use of certain telephone numbers which charge patients more than the equivalent cost of calling a geographical number. Regulations 13 and 17 make amendments in respect of the contractual terms in relation to the termination of a dental contract on the death of an individual practitioner. The effect of the amendments is to extend the period within which the estate of a contract holder has to confirm to the health

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.

board that they wish to continue to hold the contract after the death of the contract holder to 28 days. The time period the estate then has to arrange the continuation of services is also extended to six months.

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WELSH STATUTORY INSTRUMENTS

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 2016 No. 90 (W. 43)

NATIONAL HEALTH SERVICE, WALES

The National Health Service (Primary Medical Services and Primary Dental Services) (Wales) (Amendment and Transitional Provision) Regulations 2016

Gwnaed 26 Ionawr 2016

Gosodwyd gerbron Cynulliad

Cenedlaethol Cymru 1 Chwefror 2016

Yn dod i rym 1 Mawrth 2016

Made 26 January 2016

Laid before the National Assembly

for Wales 29 January 2016

Coming into force 1 March 2016

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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:

8. Amendment of paragraph 98 of Schedule 6 to the GMS Contracts Regulations

PART 3

Amendment of the GMS Prescription of Drugs Regulations

9. Amendment of Schedule 2 to the GMS Prescription of Drugs Regulations

PART 4

Amendment of the GDS Regulations

- 10. Amendment of regulation 9 of the GDS Regulations
- 11. Amendment of Schedule 3 to the GDS Regulations
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PART 5

Amendment of the PDS Regulations

- 14. Amendment of regulation 9 of the PDS Regulations
- 15. Amendment of Schedule 3 to the PDS Regulation
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PART 6

Transitional Provision

18. Transitional provision relating to disputes in respect of which legal proceedings have commenced before 1 March 2016

The Welsh Ministers, in exercise of the powers conferred by sections 46(2), 47, 61, 66 and 203(9) and (10) of the National Health Service (Wales) Act 2006(1), make the following Regulations:

(1) 2006 p. 42.

(1) 2006 c. 42.

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(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—

(1) O.S. 2004/478 (Cy. 48).

PART 1

General

Title, commencement and application

- 1.—(1) The title of these Regulations is the National Health Service (Primary Medical Services and Primary Dental Services) (Wales) (Amendment and Transitional Provision) Regulations 2016 and they come into force on 1 March 2016.
 - (2) These Regulations apply in relation to Wales.

Interpretation

2. In these Regulations—

"the Act" ("y Ddeddf") means the National Health Service (Wales) Act 2006;

"the GDS Regulations" ("*Rheoliadau GDS*") means the National Health Service (General Dental Services Contracts) (Wales) Regulations 2006(1);

"the GMS Contracts Regulations" ("*Rheoliadau Contractau GMS*") means the National Health Service (General Medical Services Contracts) (Wales) Regulations 2004(2);

"the GMS Prescription of Drugs Regulations" ("Rheoliadau Rhagnodi Cyffuriau GMS") means the National Health Service (General Medical Services Contracts) (Prescription of drugs etc) (Wales) Regulations 2004(3); and

"the PDS Regulations" ("*Rheoliadau PDS*") means the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006(4).

PART 2

Amendment of the GMS Contracts Regulations

Amendment of regulation 2 of the GMS Contracts Regulations

3. In regulation 2(1) of the GMS Contracts Regulations (interpretation), after the definition of "approved medical practice" insert—

⁽²⁾ O.S. 2006/490 (Cy. 59).

⁽³⁾ O.S. 2006/489 (Cy. 58).

⁽⁴⁾ O.S. 2004/1022 (Cy. 119).

⁽¹⁾ S.I. 2006/490 (W. 59).

⁽²⁾ S.I. 2004/478 (W. 48).

⁽³⁾ S.I. 2004/1022 (W. 119).

⁽⁴⁾ S.I. 2006/489 (W. 58).

""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) 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 subparagraph (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—

""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);".

Amendment of regulation 10 of the GMS Contracts Regulations

- **4.** In regulation 10 of the GMS Contracts Regulations (health service body status), for paragraph (7)(b) substitute—
 - "(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 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;".

Insertion of a new paragraph 15A into Schedule 6 to the GMS Contracts Regulations

5. In Schedule 6 to the GMS Contracts Regulations (other contractual terms), after paragraph 15 (application for inclusion in a list of patients), insert—

"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 subparagraph (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—

^{(1) 2006} p. 52; gwnaed diwygiad perthnasol i adran 374 gan adran 44(3) a (4) o Ddeddf Diwygio Amddiffyn 2014 (p. 20).

^{(1) 2006} c. 52; a relevant amendment to section 374 was made by section 44(3) and (4) of the Defence Reform Act 2014 (c. 20).

- (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—
 - (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);".

- (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—
 - (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."

Amendment of paragraph 25 of Schedule 6 to the GMS Contracts Regulations

- **6.** In Schedule 6 to the GMS Contracts Regulations (other contractual terms), in paragraph 25 (removals from the list of patients absent from the United Kingdom etc), for sub-paragraph (1)(b) substitute—
 - "(b) is in the armed forces of the Crown (except in the case of a patient to which paragraph 15A applies);".

⁽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.

⁽¹⁾ Defence Medical Services is an umbrella organisation within the Ministry of Defence responsible for the provision of medical, dental and nursing services in the United Kingdom to members of the armed forces of the Crown.

Diwygio paragraff 67 o Atodlen 6 i Reoliadau Contractau GMS

7. Yn Atodlen 6 i Reoliadau Contractau GMS (termau contractiol eraill), ym mharagraff 67, isbaragraff (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 "Alprostadil" mewnosoder "Avanafil";

Amendment of paragraph 67 of Schedule 6 to the GMS Contracts Regulations

7. In Schedule 6 to the GMS Contracts Regulations (other contractual terms), in paragraph 67, subparagraph (2) (appraisal and assessment), for the words "United Kingdom Armed Forces of Her Majesty" substitute "armed forces of the Crown".

Amendment of paragraph 98 of Schedule 6 to the GMS Contracts Regulations

- **8.** In Schedule 6 to the GMS Contracts Regulations (other contractual terms), in paragraph 98 (dispute resolution: non-NHS contracts), for sub-paragraph (1) substitute—
 - "(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."

PART 3

Amendment of the GMS Prescription of Drugs Regulations

Amendment of Schedule 2 to the GMS Prescription of Drugs Regulations

- **9.** In Schedule 2 to the GMS Prescription of Drugs Regulations (drugs or medicines to be ordered only in certain circumstances)—
 - (a) in column 1 of the table (drugs) in the entry relating to drugs for the treatment of erectile dysfunction—
 - (i) omit "Apomorphine Hydrochloride", "Moxisylyte Hydrochloride" and "Thymoxamine Hydrochloride"; and
 - (ii) after "Alprostadil" insert "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".

- (b) in column 2 of the table (patient) in the entry relating to the drug Oseltamivir (Tamiflu) for the treatment of influenza omit the wording "who is aged 1 year or over and" in each place it appears; and
- (c) at the end of the table in the interpretation provision—
 - (i) omit the definitions of "at-risk" and "child"; and
 - (ii) in the appropriate alphabetical order, insert—
 - "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;".

PART 4

Amendment of the GDS Regulations

Amendment of regulation 9 of the GDS Regulations

- **10.** In regulation 9(7) of the GDS Regulations (health body status) for sub-paragraph (b) substitute the following sub-paragraph—
 - "(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.

Amendment of Schedule 3 to the GDS Regulations

11. In Schedule 3 to the GDS Regulations (other contractual terms), after paragraph 13 (telephone services), insert—

"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".

(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.".

Amendment of paragraph 54 of Schedule 3 to the GDS Regulations

- **12.** In paragraph 54 of Schedule 3 to the GDS Regulations (contractual terms-dispute resolution: non-NHS contracts), for sub-paragraph (1) substitute the following sub-paragraph—
 - "(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.".

Amendment of paragraph 65 of Schedule 3 to the GDS Regulations

- **13.**—(1) Schedule 3 (other contractual terms), is amended as follows—
- (2) In paragraph 65 (termination on the death of an individual dental practitioner)—
 - (a) in sub-paragraph (1) substitute "seven days" with "28 days"; and
 - (b) in sub-paragraph (1)(a), substitute "not exceeding three months" with "not exceeding six months".

(3) Ym mharagraff 65 (terfynu contract pan fo ymarferydd deintyddol unigol yn marw) yn isbaragraff (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) In paragraph 65 (termination on the death of an individual dental practitioner) in sub-paragraph (2), substitute "the three month period referred to in sub-paragraph (1)(a)" with "the six month period referred to in sub-paragraph (1)(a)".

PART 5

Amendment of the PDS Regulations

Amendment of regulation 9 of the PDS Regulations

- **14.** In regulation 9(7) (health service body status) for sub-paragraph (b) substitute the following sub-paragraph—
 - "(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".

Amendment of Schedule 3 to the PDS Regulations

15. In Schedule 3 to the GDS Regulations (other contractual terms), after paragraph 14 (telephone services), insert—

"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.".

- (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,

Amendment of paragraph 54 of Schedule 3 to the PDS Regulations

- **16.** In paragraph 54 of Schedule 3 of the PDS Regulations (contractual terms dispute resolution: non-NHS contracts), for sub-paragraph (1) substitute the following sub-paragraph—
 - "(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.".

Amendment of paragraph 63 of Schedule 3 to the PDS Regulations

- 17.—(1) Schedule 3 of the PDS Regulations (other contractual terms), is amended as follows—
- (2) In paragraph 63 (termination on the death of an individual) at sub-paragraph (1)—
 - (a) substitute "seven days" with 28 days"; and
 - (b) in paragraph (a), substitute "not exceeding three months" with "not exceeding six months".
- (3) In paragraph 63 (termination on the death of an individual) at sub-paragraph (2), substitute "the three month period referred to in sub-paragraph (1)(a)" with "the six months period referred to in sub-paragraph (1)(a)".

PART 6

Transitional Provision

Transitional provision relating to disputes in respect of which legal proceedings have commenced before 1 March 2016

- **18.**—(1) Paragraph (2) applies as regards any dispute which relates to matters arising before 1 March 2016 under—
 - (a) a general medical services contract;
 - (b) a general dental services contract; or
 - (c) an arrangement under section 64 of the Act,

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. which is or are not an NHS contract.

- (2) If legal proceedings relating to the dispute have commenced before 1 March 2016, the provisions amended by—
 - (a) regulations 4 and 8 (in the case of a dispute relating to a general medical services contract);
 - (b) regulations 10 and 12 (in the case of a dispute relating to a general dental services contract); or
 - (c) regulations 14 and 16 (in the case of a dispute relating to an arrangement under section 64 of the Act),

are to have effect in relation to that dispute as if those provisions had not come into force.

Mark Drakeford,

Y Gweinidog Iechyd a Gwasanaethau Cymdeithasol, un o Weinidogion Cymru 26 Ionawr 2016

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£6.00

W2612/03/16

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