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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 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)”.