



OFFERYNNAU STATUDOL CYMRU

2023 Rhif 953 (Cy. 155)

Y GWASANAETH IECHYD GWLADOL, CYMRU

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2023

Gwnaed

1 Medi 2023

Gosodwyd gerbron Senedd Cymru

5 Medi 2023

Yn dod i rym

1 Hydref 2023

WELSH STATUTORY INSTRUMENTS

2023 No. 953 (W. 155)

NATIONAL HEALTH SERVICE, WALES

The National Health Service (General Medical Services Contracts) (Wales) Regulations 2023



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E-bost: customer.services@tso.co.uk
Ffôn Testun: 0333 202 5077

Published by TSO (The Stationery Office), a Williams Lea company,
and available from:

Online
www.tsoshop.co.uk

Mail, Telephone & E-mail
TSO
PO Box 29, Norwich, NR3 1GN
Telephone orders/General enquiries: 0333 202 5070
E-mail: customer.services@tso.co.uk
Textphone: 0333 202 5077

ISBN 978-0-348-39466-5



Made

1 September 2023

Laid before Senedd Cymru

5 September 2023

Coming into force

1 October 2023

£37.29



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NODYN ESBONIADOL

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

Mae'r Rheoliadau hyn yn nodi, ar gyfer Cymru, y fframwaith ar gyfer contractau gwasanaethau meddygol cyffredinol o dan adran 42 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006 ("y Ddeddf").

Mae Rhan 2 o'r Rheoliadau yn rhagnodi'r amodau y mae rhaid i gcontractwr, yn unol ag adran 44 o'r Ddeddf, eu bodloni cyn y caiff y Bwrdd Iechyd Lleol ymrwymo i gcontract gwasanaethau meddygol cyffredinol gydag ef.

Mae Rhan 3 o'r Rheoliadau yn rhagnodi'r weithdrefn ar gyfer datrys anghydfodau cyn contract, yn unol ag adran 48(2) o'r Ddeddf. Mae Rhan 3 yn gymwys i achosion pan na fo'r contractwr yn gorff gwasanaeth iechyd. Mewn achosion pan fo'r contractwr yn gorff o'r fath, mae'r weithdrefn ar gyfer ymdrin ag anghydfodau cyn contract wedi ei nodi yn adran 7 o'r Ddeddf.

Mae Rhan 4 o'r Rheoliadau yn nodi'r gweithdrefnau, yn unol ag adran 48(3) o'r Ddeddf, y caniateir i'r contractwr gael statws corff gwasanaeth iechyd drwyddynt.

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EXPLANATORY NOTE

(*This note is not part of the Regulations*)

These Regulations set out, for Wales, the framework for general medical services contracts under section 42 of the National Health Service Act 2006 ("the Act").

Part 2 of the Regulations prescribes the conditions which, in accordance with section 44 of the Act, must be met by a contractor before the Local Health Board may enter into a general medical services contract with it.

Part 3 of the Regulations prescribes the procedure for pre-contract dispute resolution, in accordance with section 48(2) of the Act. Part 3 applies to cases where the contractor is not a health service body. In cases where the contractor is such a body, the procedure for dealing with pre-contract disputes is set out in section 7 of the Act.

Part 4 of the Regulations sets out the procedures, in accordance with section 48(3) of the Act, by which the contractor may obtain health service body status.

Mae Rhan 5 o'r Rheoliadau (ac Atodlenni 1 i 4 iddynt) yn rhagnodi'r telerau y mae rhaid, yn unol ag adrannau 47 ac 48 o'r Ddeddf, eu cynnwys mewn contract gwasanaethau meddygol cyffredinol (yn ogystal â'r rhai sydd wedi eu cynnwys yn y Ddeddf). Mae'n cynnwys, yn rheoliad 17, ddisgrifiad o'r gwasanaethau y mae rhaid eu darparu i gleifion o dan gontractau gwasanaethau meddygol cyffredinol yn unol ag adran 43 o'r Ddeddf.

Mae'r telerau rhagnodedig yn cynnwys telerau sy'n ymwneud ag—

- (a) math a hyd y contract (rheoliadau 14 i 16);
- (b) y gwasanaethau i'w darparu (rheoliadau 17 a 18 ac Atodlen 2) a'r modd y maent i gael eu darparu (Atodlen 3);
- (c) dyroddi dystysgrifau meddygol (rheoliad 19 ac Atodlen 1);
- (d) cyllid, ffioedd a thaliadau (rheoliadau 20 i 22);
- (e) cofrestru cleifion a'u dileu o restrau, cau rhestrau a neilltuo cleifion (Rhannau 2 i 4 o Atodlen 3);
- (f) rhagnodi a gweinyddu (Rhan 5 o Atodlen 3);
- (g) yr amodau i'w bodloni gan y rhai sy'n cyflawni gwasanaethau neu sydd wedi eu cyflogi neu eu cymryd ymlaen gan y contractwr (Rhan 6 o Atodlen 3);
- (h) is-gontractio (Rhan 7 o Atodlen 3);
- (i) cofnodion cleifion, darparu gwybodaeth a hawliau mynediad (Rhan 8 o Atodlen 3, ac Atodlen 4);
- (j) pryderon, cwynion ac ymchwiliadau (Rhan 9 o Atodlen 3);
- (k) gweithdrefnau ar gyfer datrys anghydfodau (Rhan 10 o Atodlen 3);
- (l) gweithdrefnau ar gyfer amrywio a therfynu contractau (Rhan 11 o Atodlen 3).

Mae Rhan 6 o'r Rheoliadau yn rhagnodi swyddogaethau ar gyfer Pwyllgorau Meddygol Lleol.

Mae Rhan 7 o'r Rheoliadau ac Atodlenni 5 a 6 yn gwneud darpariaethau trosiannol a darpariaeth ar gyfer arbediad, diwygiadau canlyniadol a dirymiadau.

Part 5 of (and Schedules 1 to 4 to) the Regulations prescribe the terms which, in accordance with sections 47 and 48 of the Act, must be included in a general medical services contract (in addition to those contained in the Act). It includes, in regulation 17, a description of the services which must be provided to patients under general medical services contracts pursuant to section 43 of the Act.

The prescribed terms include terms relating to—

- (a) the type and duration of the contract (regulations 14 to 16);
- (b) the services to be provided (regulations 17 and 18 and Schedule 2) and the manner in which they are to be provided (Schedule 3);
- (c) the issuing of medical certificates (regulation 19 and Schedule 1);
- (d) finance, fees and charges (regulations 20 to 22);
- (e) patient registration and removal, lists closures and assignments (Schedule 3, Parts 2 to 4);
- (f) prescribing and dispensing (Schedule 3, Part 5);
- (g) the conditions to be met by those who perform services or are employed or engaged by the contractor (Schedule 3, Part 6);
- (h) sub-contracting (Schedule 3, Part 7);
- (i) patient records, the provision of information and rights of entry (Schedule 3, Part 8 and Schedule 4);
- (j) concerns, complaints and investigations (Schedule 3, Part 9);
- (k) procedures for dispute resolution (Schedule 3, Part 10);
- (l) procedures for variation and termination of contracts (Schedule 3, Part 11).

Part 6 of the Regulations prescribes functions for Local Medical Committees.

Part 7 of the Regulations and Schedules 5 to 6 make transitional provisions and provision for saving, consequential amendments and revocations.

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Rheoliadau'r Gwasanaeth Iechyd
Gwladol (Contractau Gwasanaethau
Meddygol Cyffredinol) (Cymru)
2023

Gwnaed		1 Medi 2023
Gosodwyd	gerbron	Senedd Cymru
Yn dod i rym		1 Hydref 2023

Mae Gweinidogion Cymru yn gwneud y Rheoliadau a ganlyn drwy arfer y pwerau a roddir iddynt gan adrannau 7(8), 41(3), (5) a (6), 43, 44, 47, 48(1) a (3), 54(6) a (7), 135 a 203(9) a (10) o Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006(1).

RHAN 1

Cyffredinol

Enwi a chychwyn

1.—(1) Enw'r Rheoliadau hyn yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2023.

(2) Daw'r Rheoliadau hyn i rym ar 1 Hydref 2023.

Cymhwysyo

2. Mae'r Rheoliadau hyn yn gymwys o ran Cymru ac mewn perthynas â chontract—

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Laid before Senedd Cymru	5 September 2023
Coming into force	1 October 2023

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 7(8), 41(3), (5) and (6), 43, 44, 47, 48(1) and (3), 54(6) and (7), 135 and 203(9) and (10) of the National Health Service (Wales) Act 2006(1).

PART 1

General

Title and commencement

1.—(1) The title of these Regulations is the National Health Service (General Medical Services Contracts) (Wales) Regulations 2023.

(2) These Regulations come into force on 1 October 2023.

Application

2. These Regulations apply in relation to Wales and to a contract—

(1) 2006 p. 42. Mae adran 44 fel y'i gwnaed yn arferadwy gan reoliad 4 o O.S. 2009/1511, a chymhwysir adran 203(9)(10) gan Ddeddf 2006 (p. 28), adran 70(3).

(1) 2006 c. 42. Section 44 as made exercisable by regulation 4 of S.I. 2009/1511, section 203(9)(10) applied by 2006 (c. 28), section 70(3).

- (a) yr oedd Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2004(1) yn gymwys iddo yn union cyn y dyddiad y daw'r Rheoliadau hyn i rym, neu
- (b) yr ymrwymir iddo rhwng contractwr a Bwrdd Iechyd Lleol ar neu ar ôl y dyddiad hwnnw.

Dehongli

- 3.—(1) Yn y Rheoliadau hyn—
- ystyr “adnodd ar-lein” (“*online resource*”) yw gwefan practis neu broffil practis ar-lein;
- ystyr “aelod o deulu agos” (“*immediate family member*”) yw—
- (a) priod neu bartner sifil,
 - (b) person (pa un a yw o'r rhyw arall ai peidio) y mae i'w berthynas â'r claf cofrestredig nodweddion y berthynas rhwng gŵr a gwraig,
 - (c) rhiant neu lys-riant,
 - (d) mab,
 - (e) merch,
 - (f) plentyn y mae'r claf cofrestredig—
 - (i) yn warcheidwad iddo, neu
 - (ii) yn ofalwr iddo sydd wedi ei awdurdodi'n briodol gan awdurdod lleol y traddodwyd y plentyn i'w ofal o dan Ddeddf Plant 1989(2), neu
 - (g) tad-cu/taid neu fam-gu/nain;
- ystyr “agored” (“*open*”), mewn perthynas â rhestr contractwr o gleifion, yw agored i geisiadau gan gleifion yn unol â pharagraffau 23, 24 a 25 o Atodlen 3;
- ystyr “anghymhwysiad cenedlaethol” (“*national disqualification*”) yw—
- (a) penderfyniad a wneir gan y Tribiwnlys Haen Gyntaf o dan adran 115 o'r Ddeddf (anghymhwysiad cenedlaethol) neu o dan reoliadau sy'n cyfateb i'r adran honno a wneir o dan—
 - (i) adran 49 o'r Ddeddf (personau sy'n cyflawni gwasanaethau meddygol sylfaenol),
 - (ii) adran 63 o'r Ddeddf (personau sy'n cyflawni gwasanaethau deintyddol sylfaenol),

- (a) to which the National Health Service (General Medical Services Contracts) (Wales) Regulations 2004(1) applied immediately before the date on which these Regulations come into force, or
- (b) which is entered into between a contractor and a Local Health Board on or after that date.

Interpretation

- 3.—(1) In these Regulations—

“the Act” (“*y Ddeddf*”) means the National Health Service (Wales) Act 2006;

“the 2004 Regulations” (“*Rheoliadau 2004*”) means the National Health Service (General Medical Services Contracts) (Wales) Regulations 2004;

“the 2010 Order” (“*Gorchymyn 2010*”) means the Postgraduate Medical Education and Training Order of Council 2010(2);

“accredited course” (“*cwrs a achredwyd*”) means a course accredited by the Nursing and Midwifery Council;

“adjudicator” (“*dyfarnwr*”) means the Welsh Ministers or a person appointed by the Welsh Ministers under section 7(8) of the Act (NHS contracts) or paragraph 106(5) of Schedule 3;

“advanced electronic signature” (“*llofnod electronig uwch*”) means an electronic signature which meets the following requirements—

- (a) it is uniquely linked to the signatory,
- (b) it is capable of identifying the signatory,
- (c) it is created using electronic signature creation data that the signatory can, with a high level of confidence, use under the signatory's sole control, and
- (d) it is linked to the data signed in such a way that any subsequent change in the data is detectable;

“APMS contract” (“*contract GMDdA*”) means an arrangement to provide primary medical services made with a Local Health Board under section 41(2)(b) of the Act (primary medical services);

“APMS contractor” (“*contractwr GMDdA*”) means a party to an APMS contract, other than the Local Health Board;

“appliance” (“*cyfarpar*”) means an appliance which is included in a list approved by the Welsh Ministers;

(1) Diwygiwyd O.S. 2004/478 (Cy. 48) gan adran 6(4) a (5) o Ddeddf Elusennau 2006 (p. 52), ac O.S. 2004/1016, O.S. 2004/477.

(2) 1989 p. 41.

(1) S.I. 2004/478 (W. 48) was amended by section 6(4) and (5) of the Charities Act 2006 (c. 52), and S.I. 2004/1016, S.I. 2004/477.

(2) S.I. 2010/473, as amended by S.I. 2019/593.

- (iii) adran 72 o'r Ddeddf (rheoliadau o ran gwasanaethau offthalmig cyffredinol), a
 - (iv) adrannau 83, 86, 103 neu 105 (cyflawnwyr gwasanaethau fferyllol a chynorthwywyr) o'r Ddeddf, neu
 - (b) unrhyw benderfyniad yn Lloegr, yr Alban neu Ogledd Iwerddon sy'n cyfateb i anghymhwysiad cenedlaethol o dan adran 115(2) a (3) o'r Ddeddf;
- ystyr "ardal practis" ("*practice area*") yw'r ardal y cyfeirir ati yn rheoliad 18(1)(d); mae "awdurdod trwyddedu" ("*licensing authority*") i'w ddehongli yn unol â rheoliad 6 o Reoliadau Meddyginaethau Dynol 2012(1); ystyr "Bwrdd Iechyd" ("*Health Board*") yw Bwrdd Iechyd a sefydlir o dan adran 2 o Ddeddf y Gwasanaeth Iechyd Gwladol (Yr Alban) 1978(2) (Byrddau Iechyd); ystyr "Bwrdd Iechyd Lleol" ("*Local Health Board*"), oni bai bod y cyd-destun yn mynnu fel arall, yw'r Bwrdd Iechyd Lleol sy'n barti, neu'n ddarpar barti, i gcontract; ystyr "Bwrdd Partneriaeth Integredig Ardal" ("*Area Integrated Partnership Board*") yw Bwrdd Partneriaeth Integredig Ardal a sefydlir o dan adran 15B o Ddeddf Iechyd a Gofal Cymdeithasol (Diwygio) (Gogledd Iwerddon) 2009(3); ystyr "cartref gofal" ("*care home*") yw man yng Nghymru lle y darperir llety, ynghyd â gwasanaeth nysrio neu ofal, i bersonau oherwydd eu hyglwyfedd neu eu hangen ond yn eithrio man a grybwyllir ym mharaograff 1(2) o Atodlen 1 i Ddeddf Rheoleiddio ac Arolygu Gofal Cymdeithasol (Cymru) 2016(4);

Ministers for the purposes of section 80 of the Act (arrangements for pharmaceutical services);

"Area Integrated Partnership Board" ("*Bwrdd Partneriaeth Integredig Ardal*") means an Area Integrated Partnership Board established under section 15B of the Health and Social Care (Reform) Act (Northern Ireland) 2009(1);

"armed forces of the Crown" ("*lluoedd arfog y Goron*") means the forces that are "regular forces" or "reserve forces" within the meaning given to those terms in section 374 of the Armed Forces Act 2006(2) (definitions applying for the purposes of the whole Act);

"assessment panel" ("*panel asesu*") means a committee or sub-committee of a Local Health Board (other than the Local Health Board which is a party to the contract in question) for the purpose of making determinations under paragraph 45(7) of Schedule 3;

"Assurance Framework" ("*Fframwaith Sicrwydd*") means the national approach, using national datasets and processes, specified in guidance issued from time to time by the Welsh Ministers for Local Health Boards to use for contract governance and management;

"batch issue" ("*swpddyroddiad*") means a form provided by a Local Health Board and issued by a repeatable prescriber at the same time as a non-electronic repeatable prescription to enable an NHS pharmacist or NHS appliance contractor to receive payment for the provision of repeat dispensing services which is in the required format, and which—

- (a) is generated by a computer and not signed by a repeatable prescriber,
- (b) relates to a particular non-electronic repeatable prescription and contains the same date as that prescription,
- (c) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs or appliances ordered on the non-electronic repeatable prescription may be provided, and

(1) O.S. 2012/1916. Diwygiwyd rheoliad 6 gan reoliad 3 o Reoliadau Meddyginaethau Dynol (Diwygiadau yn Ymwneud â'r Cynllun Mynediad Cynnar at Feddyginaethau) 2022 (O.S. 2022/352).

(2) 1978 p. 29. Diwygiwyd adran 2 gan baragraff 1 o Atodlen 7 i O.S. 1991/194) (G.I. 1); adran 14(2) o Ddeddf Iechyd a Gwasanaethau Cymdeithasol a Dyfarniadau Nawdd Cymdeithasol 1983 (p. 41), a pharagraff 1 o Atodlen 7 iddi; paragraff 1(2)(a) a (b) o Atodlen 1 i Ddeddf Diwygio'r Gwasanaeth Iechyd Gwladol (Yr Alban) 2004 (dsa 7); adrannau 2(1)(a) a 28(a)(ii), (b), ac (c) o Atodlen 1, a pharagraff 19(1) o Atodlen 9 a pharagraff 1 o Atodlen 10 i Ddeddf y Gwasanaeth Iechyd Gwladol a Gofal Cymunedol 1990 (p. 19); paragraff (2)(2) o Atodlen 2 i Ddeddf Ysmygu, Iechyd a Gofal Cymdeithasol (Yr Alban) 2005 (dsa 13); ac adrannau 2(1), 4, 6(2) a (3), 7 ac 11(1) o Ddeddf Byrddau Iechyd (Aelodaeth ac Etholiadau) (Yr Alban) 2009 (dsa 5).

(3) 2009 p. 1. Mewnosodwyd adran 15B yn Neddf Iechyd a Gofal Cymdeithasol (Diwygio) (Gogledd Iwerddon) 2009 gan adran 4(1) o Ddeddf Iechyd a Gofal Cymdeithasol (Gogledd Iwerddon) 2022 (p. 3).

(4) 2016 anaw 2. Mae paragraff 1(2) o Atodlen 1 i Ddeddf Rheoleiddio ac Arolygu Gofal Cymdeithasol (Cymru) 2016 yn rhagnodi mannau nad ydynt yn wasanaethau cartrefi gofal. Mae'r mannau hynny wedi eu heithrio o'r diffiniad o gartrefi gofal at ddibenion y Rheoliadau hyn.

(1) 2009 c. 1. Section 15B was inserted into the Health and Social Care (Reform) Act (Northern Ireland) 2009 by section 4(1) of the Health and Social Care Act (Northern-Ireland) 2022 (c. 3).

(2) 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).

ystyr “claf” (“*patient*”) yw—

- (a) claf cofrestredig,
- (b) preswylydd dros dro,
- (c) personau y mae’n ofynnol i’r contractwr ddarparu triniaeth sy’n angenrheidiol ar unwaith iddynt o dan reoliad 17(7) neu 17(9), a
- (d) unrhyw berson arall y mae’r contractwr wedi cytuno i ddarparu gwasanaethau iddo o dan y contract;

ystyr “claf cofrestredig” (“*registered patient*”) yw—

- (a) person y mae’r Bwrdd Iechyd Lleol wedi ei gofnodi fel un sydd ar restr y contractwr o gleifion, neu
- (b) person y mae’r contractwr wedi ei dderbyn i’w gynnwys yn ei restr o gleifion, pa un a yw’r Bwrdd Iechyd Lleol wedi cael ei hysbysu ei fod wedi cael ei dderbyn ai peidio, ac nad yw wedi cael ei hysbysu gan y Bwrdd Iechyd Lleol ei fod wedi peidio â bod ar y rhestr honno;

ystyr “clwstwr” (“*cluster*”) yw grŵp o ddarparwyr gwasanaethau lleol sy’n ymwneud ag iechyd a gofal ac sydd wedi cytuno i gydweithredu i ddarparu gwasanaethau meddygol sylfaenol ar draws ardal ddaearyddol benodedig;

ystyr “cofrestr berthnasol” (“*relevant register*”) yw—

- (a) mewn perthynas â nyrs, y Gofrestr Nrysia a Bydwreigaeth,
- (b) mewn perthynas â fferyllydd, Ran 1 o’r gofrestr a gynhelir o dan erthygl 19 (sefydlu a chynnal y Gofrestr a mynediad iddi) o Orchymyn Fferylliaeth 2010(1) neu’r gofrestr a gynhelir o dan Erthygl 6 (y Gofrestr) ac Erthygl 9 (y Cofrestrydd) o Orchymyn Fferylliaeth (Gogledd Iwerddon) 1976(2),
- (c) mewn perthynas ag optometrydd, y gofrestr a gynhelir gan y Cyngor Optegol Cyffredinol yn unol ag adran 7(a) o Ddeddf Optegwyr 1989 (cofrestr optegwyr)(3), a
- (d) y rhan o’r gofrestr a gynhelir gan y Cyngor Proffesiynau Iechyd a Gofal o dan erthygl 5 o Orchymyn Proffesiynau Iechyd 2001(4)

- (d) specifies a number denoting its place in the sequence referred to in paragraph (c);

“care home” (“*cartref gofal*”) means a place in Wales at which accommodation, together with nursing or care, is provided to persons because of their vulnerability or need but excludes a place mentioned in paragraph 1(2) of Schedule 1 to the Regulation and Inspection of Social Care (Wales) Act 2016(1);

“CCT” (“*TCH*”) means Certificate of Completion of Training awarded under section 34L(1) of the Medical Act 1983(2) (award and withdrawal of a Certificate of Completion of Training);

“cervical screening services” (“*gwasanaethau sgrinio serfigol*”) means the services described in paragraph 1 of Schedule 2;

“child” (“*plentyn*”) means a person who has not attained the age of 16;

“child health surveillance services” (“*gwasanaethau gwyliadwriaeth iechyd plant*”) means the services described in paragraph 2 of Schedule 2;

“childhood vaccinations and immunisations services” (“*gwasanaethu brechu ac imiwloddio i blant*”) means the services described in paragraph 3 of Schedule 2;

“clinical services” (“*gwasanaethau clinigol*”) means medical services under the contract which relate to the actual observation and treatment of patients;

“closed” (“*wedi ei chau*”), in relation to the contractor’s list of patients, means closed to applications for inclusion in the list of patients other than from immediate family members of registered patients;

“cluster” (“*clwstwr*”) means a group of local service providers involved in health and care who have agreed to collaboratively work together to deliver primary medical services across a specified geographical area;

“contraceptive services” (“*gwasanaethau atal cenhedlu*”) means the services described in paragraph 4 of Schedule 2;

(1) O.S. 2010/231, fel y’i diwygiwyd gan baragraff 9(a), 9(b), 9(c), 9(d) a 9(e) o Atodlen 2(1) i O.S. 2019/593.

(2) O.S. 1976/1213, fel y’i diwygiwyd gan reoliad 5 o Rh.S. 2008/192, a pharagraff 6(a), 6(b) a 6(c) o Ran 1 o’r Atodlen i O.S. 2020/1394.

(3) Adran 7(a) fel y’i diwygiwyd gan erthygl 7(1)(b) o O.S. 2005/848.

(4) O.S. 2002/254.

(1) 2016 anaw 2. Paragraph 1(2) of Schedule 1 to the Regulation and Inspection of Social Care (Wales) Act 2016 prescribes places which do not constitute care home services, those places are excluded from the definition of care homes for the purposes of these Regulations.

(2) 1983 c. 54. Section 34L was inserted by S.I. 2010/234.

(sefydlu a chynnal cofrestr) sy'n ymwneud â'r canlynol—

- (i) ciropodyddion a phodiatriyddion,
- (ii) parafeddygon,
- (iii) ffisiotherapyddion, neu
- (iv) radiograffwyr;

ystyr “Cofestr Feddygol” (“*Medical Register*”) yw'r gofrestr a gedwir o dan adran 2 o Ddeddf Meddygaeth 1983(1) (cofrestru ymarferwyr meddygol);

ystyr “Cofestr Nysrio a Bydwreigiaeth” (“*Nursing and Midwifery Register*”) yw'r gofrestr a gynhelir gan y Cyngor Nysrio a Bydwreigiaeth o dan erthygl 5 o Orchymyn Nysrio a Bydwreigiaeth 2001(2) (sefydlu a chynnal cofrestr);

ystyr “Cofrestrydd Arbenigol Ymarfer Cyffredinol” (“*GP Specialty Registrar*”) yw ymarferydd meddygol sy'n cael ei hyfforddi mewn ymarfer cyffredinol gan ymarferydd meddygol cyffredinol a gymeradwywyd o dan adran 34I o Ddeddf Meddygaeth 1983(3) at ddiben darparu hyfforddiant o dan yr adran honno, pa un ai fel rhan o hyfforddiant sy'n arwain at ddyfarnu TCH neu fel arall;

ystyr “contract” (“*contract*”) ac eithrio yn rheoliad 31 (darpariaeth drosiannol gyffredinol ac arbediad) yw contract gwasanaethau meddygol cyffredinol a wneir o dan adran 42 o'r Ddeddf (contractau gwasanaethau meddygol cyffredinol: rhagarweiniol);

mae i “contract GIG” yr ystyr a roddir i “NHS contract” gan adran 7 o'r Ddeddf;

ystyr “contract GMC” (“*GMS contract*”) yw contract gwasanaethau meddygol cyffredinol o dan adran 42 o'r Ddeddf (contractau gwasanaethau meddygol cyffredinol: rhagarweiniol);

ystyr “contract GMDdA” (“*APMS contract*”) yw trefniant i ddarparu gwasanaethau meddygol sylfaenol a wneir gyda Bwrdd Iechyd Lleol o dan adran 41(2)(b) o'r Ddeddf (gwasanaethau meddygol sylfaenol);

mae i “contractwr”, ac eithrio yn rheoliad 6 (amod cyffredinol yn ymwneud â phob contract), yr ystyr a roddir i “contractor” yn adran 42(5) o'r Ddeddf (contractau gwasanaethau meddygol cyffredinol: rhagarweiniol);

“contract” (“*contract*”) except in regulation 31 (general transitional provision and saving) means a general medical services contract made under section 42 of the Act (general medical services contracts: introductory);

“contractor” (“*contractwr*”), except in regulation 6 (general condition relating to all contracts), has the meaning given in section 42(5) of the Act (general medical services contracts: introductory);

“contractor's list of patients” (“*rhestr contractwr o gleifion*”) means the list prepared and maintained by the Local Health Board under paragraph 22 of Schedule 3;

“core hours” (“*oriau craidd*”) means the period beginning with 8.00am and ending with 6.30pm on a working day;

“dentist” (“*deintydd*”) means a dental practitioner registered in the dentists register under the Dentists Act 1984(1);

“Digital Health and Care Wales” (“*Iechyd a Gofal Digidol Cymru*”) means the organisation established under the Digital Health and Care Wales (Establishment and Membership) Order 2020(2);

“dispenser” (“*gweinyddydd*”) means an NHS pharmacist, medical practitioner or contractor whom a patient wishes to dispense the patient's electronic prescriptions;

“dispensing services” (“*gwasanaethau gweinyddu*”) means the provision of drugs, medicines or appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements under section 80 (arrangement for pharmaceutical services) and section 86 (persons authorised to provide pharmaceutical services) of the Act;

“Drug Tariff” (“*Tariff Cyffuriau*”) means the publication known as the Drug Tariff which is referred to in section 81(4) of the Act (arrangements for additional pharmaceutical services);

“electronic communication” (“*cyfathrebiad electronig*”) has the meaning given by section 15(1) of the Electronic Communications Act 2000(3) (general interpretation);

(1) Diwygiwyd adran 2 gan O.S. 2002/3135, O.S. 2006/1914, O.S. 2007/3101, O.S. 2008/1774 ac O.S. 2014/1101.

(2) O.S. 2002/253, a ddiwygiwyd gan O.S. 2009/1182 ac O.S. 2018/838.

(3) Mewnosodwyd adran 34I gan O.S. 2010/234.

(1) 1984 c. 24. Section 14 was amended by S.I. 2005/2011, S.I. 2006/1671, S.I. 2007/3101, S.I. 2019/593, and S.I. 2020/1394.

(2) S.I. 2020/1451.

(3) 2000 c. 7. The definition of “electronic communication” was amended by the Communications Act 2003 (c. 21), Schedule 17, paragraph 158.

ystyr “contractwr cyfarpar GIG” (“*NHS appliance contractor*”) yw person sydd wedi ei gynnwys mewn rhestr fferyllol o dan reoliad 10 o’r Rheoliadau Fferyllol (llunio a chynnal rhestrau fferyllol) ar gyfer darparu gwasanaethau fferyllol drwy ddarparu cyfarpar yn unig;

ystyr “contractwr GMC” (“*GMS contractor*”) yw parti i gcontract GMC, heblaw’r Bwrdd Iechyd Lleol

ystyr “contractwr GMDdA” (“*APMS contractor*”) yw parti i gcontract GMDdA, heblaw’r Bwrdd Iechyd Lleol;

mae i “corff gwasanaeth iechyd” yr ystyr a roddir i “health service body” yn adran 7(4)(1) o’r Ddeddf (contractau’r GIG);

ystyr “corff rheoleiddio neu oruchwyliau” (“*regulatory or supervisory body*”) yw unrhyw gorff statudol neu gorff arall sydd ag awdurdod i ddyroddi canllawiau, safonau neu argymhellion y mae rhaid i’r contractwr, neu’r personau y mae’r contractwr wedi eu cyflogi neu wedi eu cymryd ymlaen, gydymffurfio â hwy neu roi sylw iddynt, gan gynnwys—

- (a) Gweinidogion Cymru,
- (b) yr Adran Iechyd a Gofal Cymdeithasol,
- (c) NICE,
- (d) Healthwatch England a Local Healthwatch,
- (e) Asiantaeth Diogelwch Iechyd y DU,
- (f) y Cyngor Fferyllol Cyffredinol,
- (g) Corff Ymchwilio Diogelwch Gwasanaethau Iechyd,
- (h) y Comisiynydd Gwybodaeth, ac
- (i) unrhyw gorff arall a restrir yn adran 25(2) o Ddeddf Diwygio’r Gwasanaeth Iechyd Gwladol a Phroffesiynau Gofal Iechyd 2002;

ystyr “corff trwyddedu” (“*licensing body*”) yw corff sy’n trwyddedu neu’n rheoleiddio proffesiwn;

ystyr “cwrs a achredwyd” (“*accredited course*”) yw cwrs sydd wedi ei achredu gan y Cyngor Nyrsio a Bydwreigiaeth;

ystyr “Cydweithredfa Ymarfer Cyffredinol” (“*GP Collaborative*”) yw grŵp o ddarparwyr gwasanaethau meddygol sylfaenol sy’n gweithio

“electronic prescription” (“*presgripsiwn electronig*”) means an electronic prescription form or an electronic repeatable prescription;

“electronic prescription form” (“*ffurflen bresgripsiwn electronig*”) means data created in an electronic form for the purpose of ordering a drug or appliance which—

- (a) is signed, or is to be signed, with a prescriber’s advanced electronic signature,
- (b) is transmitted, or is to be transmitted, as an electronic communication to a nominated dispenser by the ETP service, or via an information hub by the Electronic Prescription Service, and
- (c) does not indicate that the drug or appliance ordered may be provided more than once;

“Electronic Prescription Service” (“*Gwasanaeth Presgripsiynau Electronig*”) means the service of that name which is managed by NHS England;

“electronic repeatable prescription” (“*presgripsiwn amloeddadwy electronig*”) means a prescription which falls within paragraph (a)(ii) of the definition of “repeatable prescription”;

“electronic signature” (“*llofnod electronig*”) means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the signatory to sign;

“electronic signature creation data” (“*data creu llofnod electronig*”) means unique data which is used by the signatory to create an electronic signature;

“EPS token” (“*tocyn GPE*”) means a form (which may be an electronic form), approved by the Secretary of State, which—

- (a) may be issued by a prescriber at the same time as an electronic prescription is created, and
- (b) has a barcode or unique identifier that enables the prescription to be dispensed by a provider of pharmaceutical services that is able to use the Electronic Prescription Service for the purposes of dispensing prescriptions, in circumstances where the provider is not dispensing the prescription as a nominated dispenser;

(1) Diwygiwyd adran 7(4) gan adran 306(4) o Ddeddf Iechyd a Gofal Cymdeithasol 2012 (p. 7) a pharagraff 21 o Atodlen 7, paragraff 11 o Atodlen 17 a pharagraffau 13(a), (b), (c), (d), (e), (f) o Atodlen 21 iddi, adran 186(6) o Ddeddf Iechyd a Gofal 2022 (p. 31) a pharagraff 1(1) o Atodlen 1 a pharagraff 140 o Atodlen 4 iddi, adrannau 95 a 170 o Ddeddf Iechyd a Gofal Cymdeithasol 2008 (p. 14), a pharagraff 87 o Atodlen 5 iddi, O.S. 2022/1174 ac O.S. 2023/98.

gyda'i gilydd, yn yr ardal y mae cleifion cofrestredig y darparwyr gwasanaethau meddygol sylfaenol hynny yn preswylio ynddi, er mwyn cyflenwi gwasanaethau meddygol sylfaenol wedi eu cydlynu yn yr ardal honno, ac i hybu llesiant cleifion ar draws yr ardal y mae cleifion cofrestredig y darparwyr gwasanaethau meddygol sylfaenol hynny yn preswylio ynddi;

ystyr “cyfarpar” (“*appliance*”) yw cyfarpar sydd wedi ei gynnwys mewn rhestr a gymeradwywyd gan Weinidogion Cymru at ddibenion adran 80 o’r Ddeddf (trefniadau ar gyfer gwasanaethau fferyllol);

ystyr “cyfarpar argaeledd cyfyngedig” (“*restricted availability appliance*”) yw cyfarpar a gymeradwywyd ar gyfer categorïau penodol o bersonau neu at ddibenion penodol yn unig;

mae i “cyfathrebiad electronig” yr ystyr a roddir i “electronic communication” yn adran 15(1) o Ddeddf Cyfathrebiadau Electronig 2000(1) (dehongli cyffredinol);

ystyr “cyflawnydd” (“*performer*”) yw cyflawnydd gwasanaethau meddygol o dan y contract y mae darpariaethau Rhan 6 o Atodlen 3 yn gymwys iddo;

ystyr “cyfnod y tu allan i oriau” (“*out of hours period*”) yw unrhyw ddiwrnodau neu amseroedd sydd y tu allan i’r oriau craidd;

ystyr “cyffur Atodlen” (“*Scheduled drug*”) yw cyffur neu sylwedd arall a bennir yn Atodlen 1 neu 2 i Reoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Rhagnodi Cyffuriau etc.) (Cymru) 2004(2) (sy'n ymwneud â chyffuriau, meddyginaethau a sylweddau eraill nad ydynt i'w harchebu o dan gontract gwasanaethau meddygol cyffredinol neu y caniateir eu harchebu o dan amgylchiadau penodol yn unig);

mae i “darparwr gwasanaeth” (“*service provider*”) yr ystyr a roddir gan adran 3(1)(c) o Ddeddf Rheoleiddio ac Arolygu Gofal Cymdeithasol (Cymru) 2016(3);

ystyr “data creu llofnod electronig” (“*electronic signature creation data*”) yw data unigryw a ddefnyddir gan y llofnodwr i greu llofnod electronig;

“ETP service” (“*gwasanaeth TPE*”) means the 2-dimensional barcoded prescription service which forms part of the information technology systems in prescribing and dispensing systems in Wales and used by the health service in Wales to transfer and hold prescription information relating to patients;

“general medical practitioner” (“*ymarferydd meddygol cyffredinol*”) means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council under section 2 of the Medical Act 1983(1) (registration of medical practitioners);

“General Practice Escalation Tool” (“*Offeryn Uwchgyfeirio Ymarfer Cyffredinol*”) means the tool agreed by Welsh Ministers, Local Health Boards and the General Practitioner Committee (Wales) containing a framework for reporting pressures on service delivery within practices;

“global sum” (“*swm craidd*”) is to be interpreted in accordance with Part 2 of the GMS Statement of Financial Entitlements;

“GMS contract” (“*contract GMC*”) means a general medical services contract under section 42 of the Act (general medical services contracts: introductory);

“GMS contractor” (“*contractwr GMC*”) means a party to a GMS contract, other than the Local Health Board;

“GMS Statement of Financial Entitlements” (“*Datganiad ar Hawlogaethau Ariannol yr GMC*”) means the Directions to Local Health Boards as to the Statement of Financial Entitlements given by Welsh Ministers under section 45 of the Act (GMS contracts: payments);

“GP Collaborative” (“*Cydweithredfa Ymarfer Cyffredinol*”) means a group of primary medical service providers working together, within the area in which the registered patients of those primary medical service providers reside, to deliver co-ordinated primary medical services in that area, and to promote the wellbeing of patients across the area in which the registered patients of those primary medical service providers reside;

(1) 2000 p. 7. Diwygiwyd y diffiniad o “electronic communication” gan baragraff 158 o Atodlen 17 i Ddeddf Cyfathrebu 2003 (p. 21).
(2) O.S. 2004/1022, fel y'i diwygiwyd gan O.S. 2005/366 (Cy. 32), O.S. 2009/1838 (Cy. 166), O.S. 2009/1977 (Cy. 176), O.S. 2012/1916, O.S. 2013/683 (Cy. 81), O.S. 2014/109 (Cy. 09), O.S. 2016/90 (Cy. 43) ac O.S. 2020/1396 (Cy. 309).
(3) 2016 dccc 2.

(1) Section 2 was amended by S.I. 2002/3135, S.I. 2006/1914, S.I. 2007/3101, S.I. 2008/1774 and S.I. 2014/1101.

ystyr “Datganiad ar Hawlogaethau Ariannol yr GMC” (“GMS Statement of Financial Entitlements” yw'r Cyfarwyddydau i'r Byrddau Iechyd Lleol ynghylch y Datganiad ar Hawlogaethau Ariannol a roddir gan Weinidogion Cymru o dan adran 45 o'r Ddeddf (contractau GMC: taliadau);

ystyr “deintydd” (“dentist”) yw ymarferydd deintyddol sydd wedi ei gofrestru yn y gofrestr o ddeintyddion o dan Ddeddf Deintyddion 1984(1);

ystyr “diwrnod gwaith” (“working day”) yw unrhyw ddiwrnod nad yw'n ddydd Sadwrn , yn ddydd Sul, yn Ddydd Nadolig, yn Ddydd Gwener y Groglith nac yn ddiwrnod sy'n wyl banc;

ystyr “dysfarnwr” (“adjudicator”) yw Gweinidogion Cymru neu berson a benodir gan Weinidogion Cymru o dan adran 7(8) o'r Ddeddf (contractau'r GIG) neu baragraff 106(5) o Atodlen 3 iddi;

ystyr “y Ddeddf” (“the Act”) yw Deddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006;

ystyr “fferyllydd cofrestredig” (“registered pharmacist”) yw person sydd wedi ei gofrestru yn Rhan 1 o Gofrestr y Cyngor Fferyllol Cyffredinol neu yn y gofrestr a gynhelir o dan Erthyglau 6 a 9 o Orchymyn Fferylliaeth (Gogledd Iwerddon) 1976;

ystyr “fferyllydd GIG” (“NHS pharmacist”) yw—
(a) fferyllydd cofrestredig, neu

(b) person sy'n cynnal busnes fferyllfa fanwerthu yn gyfreithlon yn unol ag adran 69 o Ddeddf Meddyginaethau 1968(2),

y mae ei enw wedi ei gynnwys mewn rhestr fferyllol o dan reoliad 10 o'r Rheoliadau Fferyllol (llunio a chynnal rhestrau fferyllol) ar gyfer darparu gwasanaethau fferyllol yn benodol drwy ddarparu cyffuriau;

ystyr “fferyllydd-ragnodydd annibynnol” (“pharmacist independent prescriber”) yw fferyllydd cofrestredig—

(a) sydd naill ai wedi ei gymryd ymlaen neu wedi ei gyflogi gan y contractwr neu sy'n barti i'r contract, a

(b) sydd â nodyn gyferbyn â'i enw yn Rhan 1 o Gofrestr y Cyngor Fferyllol Cyffredinol neu yn y gofrestr a gynhelir o dan Erthyglau 6 a 9 o Orchymyn Fferylliaeth (Gogledd Iwerddon) 1976(3) (sy'n ymwneud â chofrestrau a'r

“GP Specialty Registrar” (“Cofrestrydd Arbenigol Ymarfer Cyffredinol”) means a medical practitioner who is being trained in general practice by a general medical practitioner who is approved under section 34I of the Medical Act 1983(1) for the purpose of providing training under that section, whether as part of training leading to the award of a CCT or otherwise;

“Health and Social Care Trust” (“Ymddiriedolaeth Iechyd a Gofal Cymdeithasol”) means a Health and Social Care Trust established under article 10 of the Health and Personal Social Services (Northern Ireland) Order 1991(2) (Health and Social Care trusts);

“Health Board” (“Bwrdd Iechyd”) means a Health Board established under section 2 of the National Health Service (Scotland) Act 1978(3) (Health Boards);

“health care professional” (“proffesiynolyn gofal iechyd”) means a person other than a social worker who is a member of a profession regulated by a body mentioned in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002(4);

“health service body” (“corff gwasanaeth iechyd”) has the meaning given in section 7(4)(5) of the Act (NHS contracts);

“home oxygen order form” (“ffurflen archebu oscigen cartref”) means a form provided by a

(1) Section 34I was inserted by S.I. 2010/234.

(2) S.I. 1991/194 (N.I. 1). Article 10 was amended by sections 43 and 44 of the Health and Personal Social Services Act (Northern Ireland) 2001 (c. 3), and section 11 of, and paragraphs 1 and 13 of Schedule 6 to, the Health and Social Care Reform Act (Northern Ireland) 2009 (c. 1) (N.I.) and S.I. 1997/1177.

(3) 1978 c. 29. Section 2 was amended by paragraph 1 of Schedule 7 to S.I. 1991/194 (N.I. 1); section 14(2) of, and paragraph 1 of Schedule 7 to, the Health and Social Services and Social Security Adjudications Act 1983 (c. 41); paragraph 1(2)(a) and (b) of Schedule 1 to the National Health Service Reform (Scotland) Act 2004 (asp 7); sections 2(1)(a) and 28(a)(ii), (b), and (c) of Schedule 1, and paragraph 19(1) of Schedule 9 and paragraph 1 of Schedule 10 to, the National Health Service and Community Care Act 1990 (c. 19); paragraph 2(2) of Schedule 2 to the Smoking, Health and Social Care (Scotland) Act 2005 (asp 13); and sections 2(1), 4, 6(2) and (3), 7 and 11(1) of the Health Boards (Membership and Elections) (Scotland) Act 2009 (asp 5).

(4) 2002 c. 17. Section 25(3) was amended by paragraph 10(2) of Schedule 4 to S.I. 2010/231, paragraph 17(2) and 17(3) of Schedule 10 to the Health and Social Care Act 2008 (c. 14), paragraph 56(b) of Schedule 15 to the Health and Social Care Act 2012 (c. 7), and paragraph 2(2) of Schedule 4 to the Children and Social Work Act 2017 (c. 16).

(5) Section 7(4) was amended by section 306(4) of, and paragraph 21 of Schedule 7, paragraph 11 of Schedule 17 and paragraphs 13(a), (b), (c), (d), (e), (f) of Schedule 21 to, the Health and Social Care Act 2012 (c. 7), section 186(6) of, and paragraph 1(1) of Schedule 1 and paragraph 140 of Schedule 4 to the Health and Care Act 2022 (c. 31), sections 95 and 170 of, and paragraph 87 of Schedule 5 to the Health and Social Care Act 2008 (c. 14), S.I. 2022/1174, and S.I. 2023/98.

(1) 1984 p. 24. Diwygiwyd adran 14 gan O.S. 2005/2011, O.S. 2006/1671, O.S. 2007/3101, O.S. 2019/593 ac O.S. 2020/1394.

(2) 1968 p. 67.

(3) O.S. 1976/1213 (G.I. 22).

cofrestrydd) sy'n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel fferyllydd-ragnodydd annibynnol;

ystyr "ffisiotherapydd-ragnodydd annibynnol" ("physiotherapist independent prescriber") yw person—

- (a) sydd naill ai wedi ei gymryd ymlaen neu wedi ei gyflogi gan y contractwr neu sy'n barti i'r contract, a
- (b) sydd â nodyn gyferbyn â'i enw yn Rhan 9 o'r gofrestr a gynhelir o dan erthygl 5 o Orchymyn Proffesiynau Iechyd a Gwaith Cymdeithasol 2002(1) sy'n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel ffisiotherapydd-ragnodydd annibynnol;

ystyr "Fframwaith Sicrwydd" ("Assurance Framework") yw'r dull gweithredu cenedlaethol, gan ddefnyddio setiau data a phrosesau cenedlaethol, a bennir mewn canllawiau a ddyroddir o bryd i'w gilydd gan Weinidogion Cymru i Fyrddau Iechyd Lleol i'w defnyddio ar gyfer llywodraethu a rheoli contractau;

ystyr "ffurflen archebu ocsigen cartref" ("home oxygen order form") yw ffurflen a ddarperir gan Fwrdd Iechyd Lleol ac a ddyroddir gan broffesiynolyn gofal iechyd i awdurdodi person i gyflenwi gwasanaethau ocsigen cartref i glaf y mae arno angen therapi ocsigen yn y cartref;

ystyr "ffurflen bresgripsiwn" ("prescription form") yw—

- (a) ffurflen a ddarperir gan Fwrdd Iechyd Lleol, Ymddiriedolaeth GIG, Ymddiriedolaeth Sefydledig GIG neu gorff cyfatebol ac a ddyroddir gan ragnodydd, neu
- (b) ffurflen bresgripsiwn electronig,

sy'n galluogi person i gael gwasanaethau fferyllol ac nad yw'n cynnwys presgripsiwn amlroddadwy;

ystyr "ffurflen bresgripsiwn anelectronig" ("non-electronic prescription form") yw ffurflen bresgripsiwn sy'n dod o fewn paragraff (a) o'r diffiniad o "ffurflen bresgripsiwn";

ystyr "ffurflen bresgripsiwn electronig" ("electronic prescription form") yw data a grëir mewn ffurflen electronig at ddiben archebu cyffur neu gyfarpar—

- (a) sydd wedi ei llofnodi, neu sydd i'w llofnodi, â llofnod electronig uwch rhagnodydd,

Local Health Board and issued by a health care professional to authorise a person to supply home oxygen services to a patient requiring oxygen therapy at home;

"home oxygen services" ("gwasanaethau ocsigen cartref") means any of the following forms of oxygen therapy or supply—

- (a) ambulatory oxygen supply,
- (b) urgent supply,
- (c) hospital discharge supply,
- (d) long term oxygen therapy, and
- (e) short burst oxygen therapy;

"immediate family member" ("aelod o deulu agos") means—

- (a) a spouse or civil partner,
- (b) a person (whether or not of the opposite sex) whose relationship with the registered patient has the characteristics of the relationship between husband and wife,
- (c) a parent or step-parent,
- (d) a son,
- (e) a daughter,
- (f) a child of whom the registered patient is
 - (i) the guardian, or
 - (ii) the carer duly authorised by a local authority to whose care the child has been committed under the Children Act 1989(1), or
 - (iii) a grandparent;

"independent nurse prescriber" ("nyrs sy'n rhagnodi'n annibynnol") means a person—

- (a) who is registered in the Nursing and Midwifery Register, and
- (b) against whose name in that register is recorded an annotation signifying that they are qualified to order drugs and appliances as a community practitioner nurse prescriber, a nurse independent prescriber or a nurse independent/supplementary prescriber;

(1) O.S. 2002/254, a ddiwygiwyd gan O.S. 2009/1182.

(1) 1989 c. 41.

- (b) sydd wedi ei thrawsyrru, neu sydd i'w thrawsyrru, fel cyfathrebiad electronig at weinyddydd enwebedig gan y gwasanaeth TPE, neu drwy gyfrwng hyb gwybodaeth gan y Gwasanaeth Presgripsiynau Electronig, ac
- (c) nad yw'n dangos y caniateir darparu'r cyffur neu'r cyfarpar a archebir fwy nag unwaith; ystyr "Gorchymyn 2010" ("the 2010 Order") yw Gorchymyn Addysg a Hyfforddiant Meddygol Ol-raddedig y Cyngor 2010(1); ystyr "Gwasanaeth Presgripsiynau Electronig" ("Electronic Prescription Service") yw'r gwasanaeth o'r enw hwnnw a reolir gan GIG Lloegr; ystyr "gwasanaeth TPE" ("ETP service") yw'r gwasanaeth presgripsiynau cod bar 2-ddimensiwn sy'n rhan o'r systemau technoleg gwybodaeth mewn systemau rhagnodi a gweinyddu yng Nghymru, ac a ddefnyddir gan y gwasanaeth iechyd yng Nghymru i drosglwyddo a chadw gwybodaeth am bresgripsiynau sy'n ymneud â chleifion; ystyr "gwasanaethau amlagnodi" ("repeatable prescribing services") yw gwasanaethau sy'n cynnwys rhagnodi cyffuriau, meddyginaethau neu gyfarpar ar bresgripsiwn amlroddadwy; ystyr "gwasanaethau amlweinyddu" ("repeat dispensing services") yw gwasanaethau fferyllol neu wasanaethau fferyllol lleol sy'n cynnwys darparu cyffuriau, meddyginaethau neu gyfarpar gan fferyllydd GIG neu gontactwr cyfarpar GIG yn unol â phresgripsiwn amlroddadwy; ystyr "gwasanaethau atal cenhedlu" ("contraceptive services") yw'r gwasanaethau a ddisgrifir ym mharagraff 4 o Atodlen 2; "gwasanaethau atodol" ("supplementary services") yw—
- (a) gwasanaethau heblaw gwasanaethau unedig neu wasanaethau y tu allan i oriau, neu
- (b) gwasanaethau unedig neu elfen o wasanaeth o'r fath y mae contractwr yn cytuno o dan y contract i'w ddarparu neu i'w darparu yn unol â manylebau a nodir mewn cynllun, sy'n ei gwneud yn ofynnol i'r contractwr ddarparu lefel uwch o ddarpariaeth gwasanaeth o'i gymharu â'r hyn y mae rhaid iddo ei ddarparu yn gyffredinol mewn perthynas â'r gwasanaeth unedig hwnnw neu'r elfen honno o wasanaeth;
- ystyr "gwasanaethau brechu ac imiwneiddio" ("vaccine and immunisation services") yw'r

"LHBMS practice" ("*practis GMBILL*") means a practice providing Local Health Board Medical Services;

"licensing authority" ("awdurdod trwyddedu") is to be interpreted in accordance with regulation 6 of the Human Medicines Regulations 2012(1);

"licensing body" ("corff trwyddedu") means a body that licenses or regulates a profession;

"limited partnership" ("partneriaeth gyfyngedig") means a partnership registered in accordance with section 5 of the Limited Partnerships Act 1907(2) (registration of limited partnerships required);

"Local Health Board" ("Bwrdd Iechyd Lleol") means, unless the context otherwise requires, the Local Health Board which is a party, or prospective party, to a contract;

"Local Health Board Medical Services" ("Gwasanaethau Meddygol Bwrdd Iechyd Lleol") means primary medical services provided by a Local Health Board under section 41(2)(a) of the Act (primary medical services);

"Local Medical Committee" ("Pwyllgor Meddygol Lleol") means a committee recognised under section 54 of the Act (Local Medical Committees);

"local pharmaceutical services" ("gwasanaethau fferyllol lleol") has the meaning given by regulation 2(1) of the Pharmaceutical Regulations;

"maternity medical services" ("gwasanaethau meddygol mamolaeth") means the services described in paragraph 5 of Schedule 2;

"medical performers list" ("rhestr cyflawnwyr meddygol") means a list of medical practitioners prepared and published pursuant to regulation 3(1) of the National Health Service (Performers Lists) (Wales) Regulations 2004(3);

"medical practitioner" ("ymarferydd meddygol") has the meaning given by section 206(1) of the Act;

"Medical Register" ("Cofrestr Feddygol") means the register kept under section 2 of the Medical Act 1983(4) (registration of medical practitioners);

"minor surgery" ("mân lawdriniaeth") means the services described in paragraph 6 of Schedule 2;

(1) O.S. 2010/473, fel y'i diwygiwyd gan O.S. 2019/593.

(1) S.I. 2012/1916. Regulation 6 was amended by regulation 3 of the Human Medicines (Amendments Relating to the Early Access to Medicines Scheme) Regulations 2022 (S.I. 2022/352).

(2) 1907 c. 24. Section 5 was amended by section 5 of the Legislative Reform (Limited Partnerships) Order 2009 (S.I. 2009/1940).

(3) S.I. 2004/1020 (W. 117), amended by S.I. 2006/945 (W. 94).

(4) Section 2 was amended by S.I. 2002/3135, S.I. 2006/1914, S.I. 2007/3101, S.I. 2008/1774 and S.I. 2014/1101.

gwasanaethau a ddisgrifir ym mharagraff 7 o Atodlen 2;

ystyr “gwasanaethu brechu ac imiwneiddio i blant” (“childhood vaccinations and immunisations services”) yw’r gwasanaethau a ddisgrifir ym mharagraff 3 o Atodlen 2;

ystyr “gwasanaethau clinigol” (“clinical services”) yw gwasanaethau meddygol o dan y contract sy’n ymwneud ag arsylwi ar gleifion a thrin cleifion mewn gwirionedd;

ystyr “gwasanaethau fferyllol” (“pharmaceutical services”) yw gwasanaethau fferyllol sy’n dod o fewn adrannau 80 ac 81 o’r Ddeddf ac mae’n cynnwys gwasanaethau cyfeiriedig;

mae i “gwasanaethau fferyllol lleol” (“local pharmaceutical services”) yr ystyr a roddir gan reoliad 2(1) o’r Rheoliadau Fferyllol;

ystyr “gwasanaethau gweinyddu” (“dispensing services”) yw darparu cyffuriau, meddyginaethau neu gyfarpar y caniateir eu darparu fel gwasanaethau fferyllol gan ymarferydd meddygol yn unol â threfniadau o dan adran 80 (trefniant ar gyfer gwasanaethau fferyllol) ac adran 86 (personau a awdurdodwyd i ddarparu gwasanaethau fferyllol) o’r Ddeddf;

ystyr “gwasanaethau gwyliadwriaeth ieched plant” (“child health surveillance services”) yw’r gwasanaethau a ddisgrifir ym mharagraff 2 o Atodlen 2;

ystyr “Gwasanaethau Meddygol Bwrdd Iechyd Lleol” (“Local Health Board Medical Services”) yw gwasanaethau meddygol sylfaenol a ddarperir gan Fwrdd Iechyd Lleol o dan adran 41(2)(a) o’r Ddeddf (gwasanaethau meddygol sylfaenol);

ystyr “gwasanaethau meddygol mamolaeth” (“maternity medical services”) yw’r gwasanaethau a ddisgrifir ym mharagraff 5 o Atodlen 2;

ystyr “gwasanaethau meddygol sylfaenol” (“primary medical services”) yw gwasanaethau meddygol a ddarperir o dan gontact neu gytundeb y mae darpariaethau Rhan 4 o’r Ddeddf yn gymwys iddynt neu yn rhinwedd contract neu gytundeb o’r fath;

ystyr “gwasanaethau ocsigen cartref” (“home oxygen services”) yw unrhyw un neu ragor o’r mathau a ganlyn o therapi neu gyflenwad ocsigen—

- (a) cyflenwad ocsigen symudol,
- (b) cyflenwad brys,
- (c) cyflenwad rhyddhau o’r ysbty,
- (d) therapi ocsigen hirdymor, ac
- (e) therapi ocsigen hwrdd byr;

“national disqualification” (“*anghymhwysiad cenedlaethol*”) means—

- (a) a decision made by the First Tier Tribunal under section 115 of the Act (national disqualification) or under regulations corresponding to that section made under—
 - (i) section 49 of the Act (persons performing primary medical services),
 - (ii) section 63 of the Act (persons performing primary dental services),
 - (iii) section 72 of the Act (regulations as to general ophthalmic services), and
 - (iv) sections 83, 86, 103 or 105 (performers of pharmaceutical services and assistants) of the Act, or
- (b) any decision in England, Scotland or Northern Ireland corresponding to a national disqualification under section 115(2) and (3) of the Act;

“NHS appliance contractor” (“*contractwr cyfarpar GIG*”) means a person who is included in a pharmaceutical list under regulation 10 of the Pharmaceutical Regulations (preparation and maintenance of pharmaceutical lists) for the provision of pharmaceutical services only by the provision of appliances;

“NHS contract” (“*contract GIG*”) has the meaning given to it by section 7 of the Act;

“NHS dispute resolution procedure” (“*gweithdrefn datrys anghydfodau’r GIG*”) means the procedure for resolution of disputes specified—

- (a) in paragraphs 106 and 107 of Schedule 3, or
- (b) in a case to which paragraph 46 of Schedule 3 applies, in that paragraph;

“NHS pharmacist” (“*fferyllydd GIG*”) means—

- (a) a registered pharmacist, or
- (b) person lawfully carrying on a retail pharmacy business in accordance with section 69 of the Medicines Act 1968(1),

whose name is included in a pharmaceutical list under regulation 10 of the Pharmaceutical Regulations (preparation and maintenance of pharmaceutical lists) for the provision of pharmaceutical services in particular by the provision of drugs;

(1) 1968 c. 67.

ystyr “gwasanaethau preifat” (“*private services*”) yw darparu unrhyw driniaeth y telir amdani o fath a fyddai fel arfer yn gyfystyr â gwasanaethau meddygol sylfaenol pe cai ei darparu o dan contract neu gytundeb y mae darpariaethau Rhan 4 o’r Ddeddf yn gymwys iddo neu yn rhinwedd contract neu gytundeb o’r fath;

ystyr “gwasanaethau sgrinio serfigol” (“*cervical screening services*”) yw’r gwasanaethau a ddisgrifir ym mharagraff 1 o Atodlen 2;

ystyr “gwasanaethau unedig” (“*unified services*”) yw’r gwasanaethau y mae’n ofynnol eu darparu yn unol â rheoliad 17;

ystyr “gwasanaethau y tu allan i oriau” (“*out of hours services*”) yw gwasanaethau a ddarperir yn y cyfan neu ran o gyfnod y tu allan i oriau a fyddai’n wasanaethau unedig pe baent yn cael eu darparu gan contractwr i’w gleifion cofrestredig yn yr oriau craidd;

ystyr “gwefan practis” (“*practice website*”) yw gwefan y mae’r contractwr yn hysbysebu’r gwasanaethau meddygol sylfaenol y mae’n eu darparu drwyddi;

ystyr “gweinyddydd” (“*dispenser*”) yw fferyllydd, ymarferydd meddygol neu contractwr GIG y mae claf yn dymuno iddo weinyddu presgripsiynau electronig y claf;

ystyr “gweinyddydd enwebedig” (“*nominated dispenser*”) yw fferyllydd, ymarferydd meddygol neu contractwr GIG sydd wedi ei enwebu mewn cysylltiad â chlaf pan fo manylion yr enwebiad hwnnw mewn cysylltiad â’r claf hwnnw wedi eu cadw yn y Gwasanaeth Demograffeg Personol sy’n cael ei reoli gan GIG Lloegr;

ystyr “gweithdrefn datrys anghydfodau’r GIG” (“*NHS dispute resolution procedure*”) yw’r weithdrefn ar gyfer datrys anghydfodau a bennir—

- (a) ym mharagraffau 106 a 107 o Atodlen 3, neu
- (b) mewn achos y mae paragraff 46 o Atodlen 3 yn gymwys iddo, yn y paragraff hwnnw;

ystyr “gweithred waharddedig” (“*prohibited act*”) yw cyflawni trosedd o dan Ddeddf Llwgrwobrwyd 2010;

ystyr “Iechyd a Gofal Digidol Cymru” (“*Digital Health and Care Wales*”) yw’r sefydliaid a sefydlwyd o dan Orchymyn Iechyd a Gofal Digidol Cymru (Sefydlu ac Aelodaeth) 2020(1);

ystyr “Iechyd Cyhoeddus Cymru” (“*Public Health Wales*”) yw Ymddiriedolaeth Iechyd Cyhoeddus Cymru fel y’i sefydlwyd gan Orchymyn

“nominated dispenser” (“*gweinyddydd enwebedig*”) means an NHS pharmacist, medical practitioner or contractor who has been nominated in respect of a patient where the details of that nomination are held in respect of that patient in the Personal Demographic Service which is managed by NHS England;

“non-electronic prescription form” (“*ffurflen bresgripsiwn anelectronig*”) means a prescription form which falls within paragraph (a) of the definition of “prescription form”;

“non-electronic repeatable prescription” (“*presgripsiwn amlroddadwy anelectronig*”) means a prescription which falls within paragraph (a)(i) of the definition of “repeatable prescription”;

“nurse independent prescriber” (“*nyrs-ragnodydd annibynnol*”) means a person—

- (a) who is either engaged or employed by a contractor or is a party to a contract,
- (b) whose name is registered in the Nursing and Midwifery Register,
- (c) against whose name in that register is recorded an annotation or entry signifying that they are qualified to order drugs, medicines and appliances as—
 - (i) a nurse independent prescriber, or
 - (ii) a nurse independent/supplementary prescriber, and

who, in respect of a person practising in Wales on or after 19 July 2010, has passed an accredited course to practise as a nurse independent prescriber;

“Nursing and Midwifery Register” (“*Cofrestr Nyrsio a Bydwreigiaeth*”) means the register maintained by the Nursing and Midwifery Council under article 5 of the Nursing and Midwifery Order 2001(1) (establishment and maintenance of register);

“online practice profile” (“*profil practis ar-lein*”) means a profile—

- (a) which is on a website (other than the NHS website), or online platform, provided by another person for use by the contractor, and
- (b) through which the contractor advertises the primary medical services it provides;

“online resource” (“*adnodd ar-lein*”) means a practice website or online practice profile;

(1) O.S. 2020/1451 (Cy. 313).

(1) S.I. 2002/253, amended by S.I. 2009/1182 and S.I. 2018/838.

Ymddiriedolaeth Gwasanaeth Iechyd Gwladol Iechyd Cyhoeddus Cymru (Sefydly) 2009(1); ystyr “llofnod electronig” (“*electronic signature*”) yw data ar ffurf electronig sydd wedi eu hatodi i ddata eraill ar ffurf electronig neu wedi eu cysylltu’n rhesymegol â data eraill ar ffurf electronig ac sy’n cael eu defnyddio gan y llofnodwr i lofnodi;

ystyr “llofnod electronig uwch” (“*advanced electronic signature*”) yw llofnod electronig sy’n bodloni’r gofynion a ganlyn—

- (a) mae ganddo gysylltiad unigryw â'r llofnodwr,
- (b) gellir adnabod y llofnodwr oddi wrtho,
- (c) fe'i crëir drwy ddefnyddio data creu llofnod electronig y gall y llofnodwr, â lefel uchel o hyder, ei ddefnyddio o dan ei reolaeth ef ei hun yn unig, a
- (d) mae wedi ei gysylltu â'r data a lofnodwyd mewn modd sy'n gwneud unrhyw newid diweddarach yn y data yn ganfyddadwy;

ystyr “llofnodwr” (“*signatory*”) yw person naturiol sy’n creu llofnod electronig;

ystyr “lluoedd arfog y Goron” (“*armed forces of the Crown*”) yw'r lluoedd sy'n “lluoedd rheolaidd” neu'n “lluoedd wrth gefn” o fewn yr ystyr a roddir i “regular forces” neu “reserve forces” yn adran 374 o Ddeddf y Lluoedd Arfog 2006(2) (diffiniadau sy'n gymwys at ddibenion y Ddeddf gyfan);

ystyr “mân lawdriniaeth” (“*minor surgery*”) yw'r gwasanaethau a ddisgrifir ym mharagraff 6 o Atodlen 2;

ystyr “mangre practis” (“*practice premises*”) yw cyfeiriad a bennir yn y contract fel un y mae gwasanaethau i'w darparu ynddo o dan y contract;

ystyr “meddyginaeth a roddir ar bresgripsiwn yn unig” (“*prescription only medicine*”) yw meddyginaeth y cyfeirir ati yn rheoliad 5(3) (dosbarthiad cynhyrchion meddyginaethol) o Reoliadau Meddyginaethau Dynol 2012;

ystyr “nyrs sy'n rhagnodi'n annibynnol” (“*independent nurse prescriber*”) yw person—

- (a) sydd wedi ei gofrestru yn y Gofrestr Nyrsio a Bydwreigaeth, a
- (b) sydd â nodyn gyferbyn â'i enw yn y gofrestr honno sy'n dynodi ei fod yn gymwys i archebu cyffuriau a chyfarpar fel nyrs sy'n rhagnodi fel ymarferydd cymunedol, nyrs-

“open” (“*agored*”), in relation to a contractor’s list of patients, means open to applications from patients in accordance with paragraphs 23, 24 and 25 of Schedule 3;

“optometrist independent prescriber” (“*optometrydd-ragnodydd annibynnol*”) means a person—

- (a) who is an optometrist registered in the register of optometrists maintained under section 7 of the Opticians Act 1989(1) (which relates to the register of optometrists and the register of dispensing opticians) or the register of visiting optometrists from relevant European States maintained under section 8B(1)(a) of that Act, and
- (b) against whose name is recorded an annotation signifying that the optometrist is qualified to order drugs, medicines and appliances as an optometrist independent prescriber;

“out of hours period” (“*cyfnod y tu allan i oriau*”) means any days or times outside of the core hours;

“out of hours services” (“*gwasanaethau y tu allan i oriau*”) means services provided in all or part of an out of hours period which would be unified services if provided by a contractor to its registered patients in core hours;

“paramedic independent prescriber” (“*parafeddyg-ragnodydd annibynnol*”) means a person—

- (a) who is either engaged or employed by a contractor or who is a party to a contract,
- (b) who is registered as a paramedic in Part 8 of the Health and Care Professions Council register, and
- (c) against whose name is recorded in Part 8 of that register an annotation signifying that the person is qualified to order drugs, medicines and appliances as a paramedic independent prescriber;

“parent” (“*rhiant*”) includes, in relation to any child, any adult who, in the opinion of the contractor, is for the time being discharging in respect of that child the obligations normally attaching to a parent in respect of their child;

“patient” (“*claf*”) means—

- (a) a registered patient,
- (b) a temporary resident,
- (c) persons to whom the contractor is required to provide immediately necessary treatment under regulation 17(7) or 17(9), and

(1) O.S. 2009/177, a ddiwygiwyd gan O.S. 2022/251.

(2) 2006 p. 52. Gwnaed diwygiad perthnasol i adran 374 gan adran 44(3) a (4) o Ddeddf Diwygio Amddiffyn 2014 (p. 20).

(1) 1989 c. 44. Section 7 was amended by S.I. 2005/848.

agnodydd annibynnol neu nyrs-agnodydd annibynnol/atodol;

ystyr “nyrs-agnodydd annibynnol” (“nurse independent prescriber”) yw person—

- (a) sydd naill ai wedi ei gymryd ymlaen neu wedi ei gyflogi gan gontactwr neu sy'n barti i contract,
- (b) y mae ei enw wedi ei gofrestru yn y Gofrestr Nyrsio a Bydwreigiaeth,
- (c) sydd â nodyn neu gofnod gyferbyn â'i enw yn y gofrestr honno sy'n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel—
 - (i) nyrs-agnodydd annibynnol, neu
 - (ii) nyrs-agnodydd annibynnol/atodol, ac

sydd, mewn cysylltiad â pherson sy'n ymarfer yng Nghymru ar neu ar ôl 19 Gorffennaf 2010, wedi llwyddo mewn cwrs a achredwyd i ymarfer fel nyrs-agnodydd annibynnol;

ystyr “Offeryn Uwchgyfeirio Ymarfer Cyffredinol” (“General Practice Escalation Tool”) yw'r offeryn y cytunwyd arno gan Weinidogion Cymru, Byrddau Iechyd Lleol a Phwyllgor Ymarferwyr Cyffredinol Cymru sy'n cynnwys fframwaith ar gyfer adrodd ar bwysau ar y gwaith o gyflenwi gwasanaethau o fewn practisiau;

ystyr “optometrydd-agnodydd annibynnol” (“optometrist independent prescriber”) yw person—

- (a) sy'n optometrydd sydd wedi ei gofrestru yn y gofrestr o optometryddion a gynhelir o dan adran 7 o Ddeddf Optegwyr 1989(1) (sy'n ymwneud â'r gofrestr o optometryddion a'r gofrestr o optegwyr fferyllol) neu'r gofrestr o optometryddion sydd ar ymwelliad o Wladwriaethau Ewropeaidd perthnasol a gynhelir o dan adran 8B(1)(a) o'r Ddeddf honno, a
- (b) sydd â nodyn gyferbyn â'i enw sy'n dynodi bod yr optometrydd yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel optometrydd-agnodydd annibynnol;

ystyr “oriau craidd” (“core hours”) yw'r cyfnod sy'n dechrau gydag 8.00am ac sy'n dod i ben gyda 6.30pm ar ddiwrnod gwaith;

ystyr “panel asesu” (“assessment panel”) yw pwylgor neu is-bwylgor i Fwrdd Iechyd Lleol (heblaw'r Bwrdd Iechyd Lleol sy'n barti i'r contract dan sylw) at ddiben gwneud penderfyniadau o dan baragraff 45(7) o Atodlen 3;

(d) any other person to whom the contractor has agreed to provide services under the contract;

“performer” (“cyflawnnydd”) means a performer of medical services under the contract to whom the provisions of Part 6 of Schedule 3 apply;

“Pharmaceutical Regulations” (“Rheoliadau Fferyllol”) means the National Health Service (Pharmaceutical Services) (Wales) Regulations 2020(1);

“pharmaceutical services” (“gwasanaethau fferyllol”) means pharmaceutical services that fall within sections 80 and 81 of the Act and includes directed services;

“pharmacist independent prescriber” (“fferyllydd-agnodydd annibynnol”) means a registered pharmacist—

- (a) who is either engaged or employed by the contractor or is a party to the contract, and
- (b) against whose name in Part 1 of the General Pharmaceutical Council Register or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976(2) (which relates to registers and the registrar) is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a pharmacist independent prescriber;

“physiotherapist independent prescriber” (“ffisiotherapydd-agnodydd annibynnol”) means a person—

- (a) who is either engaged or employed by the contractor or is a party to the contract, and
- (b) against whose name in Part 9 of the register maintained under article 5 of the Health and Social Work Professions Order 2002(3) is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a physiotherapist independent prescriber;

“podiatrist or chiropodist independent prescriber” (“podiatrydd-agnodydd neu giropodydd-agnodydd annibynnol”) means a person—

- (a) who is engaged or employed by the contractor or is a party to the contract,
- (b) who is registered in Part 2 of the register maintained under article 5 of the Health Professions Order 2001(4) (establishment and maintenance of register), and

(1) 1989 p. 44. Diwygiwyd adran 7 gan O.S. 2005/848.

(2) S.I. 2020/1073 (W. 241).

(3) S.I. 1976/1213 (N.I. 22).

(4) S.I. 2002/254, amended by S.I. 2009/1182.

ystyr “parafeddyg cofrestredig” (“*registered paramedic*”) yw person sydd wedi ei gofrestru yn Rhan 8 o gofrestr y Cyngor Proffesiynau Iechyd a Gofal;

ystyr “parafeddyg-ragnodydd annibynnol” (“*paramedic independent prescriber*”) yw person—

- (a) sydd naill ai wedi ei gymryd ymlaen neu wedi ei gyflogi gan gcontractwr neu sy’n barti i contract,
- (b) sydd wedi ei gofrestru’n barafeddyg yn Rhan 8 o gofrestr y Cyngor Proffesiynau Iechyd a Gofal, ac
- (c) sydd â nodyn gyferbyn â’i enw yn Rhan 8 o’r gofrestr honno sy’n dynodi bod y person yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel parafeddyg-ragnodydd annibynnol;

ystyr “partneriaeth gyfyngedig” (“*limited partnership*”) yw partneriaeth a gofrestrwyd yn unol ag adran 5 o Ddeddf Partneriaethau Cyfyngedig 1907(1) (cofrestru partneriaethau cyfyngedig yn ofynnol);

ystyr “plentyn” (“*child*”) yw person nad yw wedi cyrraedd 16 mlwydd oed;

ystyr “podiatrydd-ragnodydd neu giropodydd-ragnodydd annibynnol” (“*podiatrist or chiropodist independent prescriber*”) yw person—

- (a) sydd wedi ei gymryd ymlaen neu wedi ei gyflogi gan y contractwr neu sy’n barti i’r contract,
- (b) sydd wedi ei gofrestru yn Rhan 2 o’r gofrestr a gynhelir o dan erthygl 5 o Orchymyn Proffesiynau Iechyd 2001(2) (sefydlu a chynnal cofrestr), ac
- (c) sydd â nodyn gyferbyn â’i enw yn Rhan 2 o’r gofrestr honno sy’n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel podiatrydd-ragnodydd neu giropodydd-ragnodydd annibynnol;

ystyr “practis” (“*practice*”) yw’r busnes sy’n cael ei weithredu gan y contractwr at ddiben cyflenwi gwasanaethau o dan y contract;

ystyr “practis GMBIL” (“*LHBMS practice*”) yw practis sy’n darparu Gwasanaethau Meddygol Bwrdd Iechyd Lleol;

ystyr “presgripsiwn amlroddadwy” (“*repeatable prescription*”) yw presgripsiwn sydd wedi ei

(c) against whose name in Part 2 of that register is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a podiatrist or chiropodist independent prescriber;

“post registration programme” (“*rhaglen ôl-gofrestru*”) means a programme that is for the time being recognised by the General Medical Council under regulation 10A of the Medical Act 1983 (programmes for provisionally registered doctors) as providing provisionally registered doctors with an acceptable foundation for future practise as a fully registered medical practitioner;

“practice” (“*practis*”) means the business operated by the contractor for the purpose of delivering services under the contract;

“practice area” (“*ardal practis*”) means the area referred to in regulation 18(1)(d);

“practice premises” (“*mangre practis*”) means an address specified in the contract as one at which services are to be provided under the contract;

“practice website” (“*gwefan practis*”) means a website through which the contractor advertises the primary medical services it provides;

“Pre-employment Checks Standards” (“*Safonau Gwirio Cyn Cyflogaeth*”) means the pre-appointment checks that an employer must undertake as part of their recruitment process before recruiting staff which must at least include the following elements of the NHS Employment Checks Standards published by the NHS Confederation—

- (a) identity checks standard,
- (b) right to work checks standard,
- (c) professional registration and qualification checks standard,
- (d) reference checks standard, and
- (e) criminal record checks standard;

“prescriber” (“*rhagnodydd*”) means a—

- (a) dentist,
- (b) independent nurse prescriber,
- (c) medical practitioner,
- (d) nurse independent prescriber,
- (e) optometrist independent prescriber,
- (f) paramedic independent prescriber,
- (g) pharmacist independent prescriber,
- (h) physiotherapist independent prescriber,
- (i) podiatrist or chiropodist independent prescriber,
- (j) supplementary prescriber, or

(1) 1907 p. 24. Diwygiwyd adran 5 gan adran 5 o Orchymyn Diwygio Deddfwriaeth (Partneriaethau Cyfyngedig) 2009 (O.S. 2009/1940).

(2) O.S. 2002/254.

gynnwys mewn ffurflen a ddarparwyd gan Fwrdd Iechyd Lleol at ddiben archebu cyffur, meddyginaeth neu gyfarpar a honno yn y fformat sy'n ofynnol gan Awdurdod Gwasanaethau Busnes y GIG ac—

(a) sydd naill ai—

- (i) wedi ei gynhyrchu drwy gyfrifiadur ond wedi ei lofnodi gan ragnodydd amlroddadwy, neu
- (ii) yn ffurflen a grëwyd mewn fformat electronig, a adwaenir drwy ddefnyddio cod rhagnodydd amlroddadwy, a drawsyrrir fel cyfathrebiad electronig gan y gwasanaeth TPE at fferyllyd GIG, contractwr cyfarpar GIG neu feddyg fferyllol enwebedig ac sydd wedi ei llofnodi â llofnod electronig uwch rhagnodydd amlroddadwy,

(b) sydd wedi ei ddyroddi neu wedi ei greu i alluogi person i gael gwasanaethau fferyllol, ac

(c) sy'n dangos y caniateir darparu'r cyffuriau neu'r cyfarpar a archebir ar y ffurflen honno fwy nag unwaith, ac sy'n pennu nifer y troeon y caniateir iddynt gael eu darparu;

ystyr “presgripsiwn amlroddadwy anelectronig” (“*non-electronic repeatable prescription*”) yw presgripsiwn sy'n dod o fewn paragraff (a)(i) o'r diffiniad o “presgripsiwn amlroddadwy”;

ystyr “presgripsiwn amlroddadwy electronig” (“*electronic repeatable prescription*”) yw presgripsiwn sy'n dod o fewn paragraff (a)(ii) o'r diffiniad o “presgripsiwn amlroddadwy”;

ystyr “presgripsiwn electronig” (“*electronic prescription*”) yw ffurflen bresgripsiwn electronig neu bresgripsiwn amlroddadwy electronig;

ystyr “preswylydd dros dro” (“*temporary resident*”) yw person a dderbynwyd gan y contractwr fel preswylydd dros dro o dan baragraff 25 o Atodlen 3 ac nad yw cyfrifoldeb y contractwr amdano wedi ei derfynu yn unol â'r paragraff hwnnw;

ystyr “prif ofalwr” (“*primary carer*”), mewn perthynas ag oedolyn, yw'r oedolyn neu'r sefydliad sy'n gofalu'n bennaf am yr oedolyn hwnnw;

ystyr “proffesiynolyn gofal iechyd” (“*health care professional*”) yw person, heblaw gweithiwr cymdeithasol, sy'n aelod o broffesiwn a reoleiddir gan gorff a grybwyllir yn adran 25(3) o Ddeddf

(k) therapeutic radiographer independent prescriber,

who is either engaged or employed by the contractor or is a party to the contract;

“prescription form” (“ffurflen bresgripsiwn”) means—

(a) a form provided by a Local Health Board, an NHS Trust, an NHS Foundation Trust or an equivalent body and issued by a prescriber, or

(b) an electronic prescription form,
that enables a person to obtain pharmaceutical services and does not include a repeatable prescription;

“prescription only medicine” (“*meddyginaeth a roddir ar bresgripsiwn yn unig*”) means a medicine referred to in regulation 5(3) (classification of medicinal products) of the Human Medicines Regulations 2012;

“primary care list” (“*rhestr gofal sylfaenol*”) means—

(a) a list of persons performing primary medical or dental services prepared in accordance with regulations made under section 49 and 63 of the Act,

(b) a list of persons undertaking to provide or assist in primary medical services, primary dental services, general ophthalmic services or, as the case may be, pharmaceutical services prepared in accordance with regulations made under Part 4, Part 5, Part 6, Part 7 and Part 8 of the Act, or

(c) a list corresponding to any of the above in England, Scotland or Northern Ireland;

“primary carer” (“*prif ofalwr*”) means, in relation to an adult, the adult or organisation primarily caring for that adult;

“primary medical services” (“*gwasanaethau meddygol sylfaenol*”) means medical services provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the Act applies;

“private services” (“*gwasanaethau preifat*”) means the provision of any paid treatment of a type which would usually amount to primary medical services if it were provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the Act apply;

“prohibited act” (“*gweithred waharddedig*”) means committing an offence under the Bribery Act 2010;

“Public Health Wales” (“*Iechyd Cyhoeddus Cymru*”) means the Public Health Wales Trust as

Diwygio'r Gwasanaeth Iechyd Gwladol a Phroffesiynau Gofal Iechyd 2002(1);
ystyr "proffil practis ar-lein" ("online practice profile") yw proffil—

- (a) sydd ar wefan (heblaw gwefan y GIG), neu blafifform ar-lein, a ddarperir gan berson arall i'r contractor ei ddefnyddio, a
- (b) y mae'r contractor yn hysbysebu'r gwasanaethau meddygol sylfaenol y mae'n eu darparu drwyddo;

ystyr "Pwyllgor Meddygol Lleol" ("Local Medical Committee") yw pwyllgor sydd wedi ei gydnabod o dan adran 54 o'r Ddeddf (Pwyllgorau Meddygol Lleol);

ystyr "radiograffydd cofrestredig" ("registered radiographer") yw person sydd wedi ei gofrestru yn Rhan 11 o gofrestr y Cyngor Proffesiynau Iechyd a Gofal;

ystyr "radiograffydd therapiwtig-ragnodydd annibynnol" ("therapeutic radiographer independent prescriber") yw person—

- (a) sy'n radiograffydd cofrestredig, a
- (b) y cofnodir gyferbyn â'i enw yn Rhan 11 o gofrestr y Cyngor Proffesiynau Iechyd a Gofal—
 - (i) hawlogaeth i ddefnyddio'r teitl "radiograffydd therapiwtig" neu "therapeutic radiographer", a
 - (ii) nodyn sy'n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel radiograffydd therapiwtig-ragnodydd annibynnol;

ystyr "rhaglen ôl-gofrestru" ("post registration programme") yw rhaglen sydd am y tro wedi ei chydnabod gan y Cyngor Meddygol Cyffredinol o dan reoliad 10A o Ddeddf Meddygaeth 1983 (rhaglen i feddygon sydd wedi eu cofrestru dros dro) fel un sy'n rhoi i feddygon sydd wedi eu cofrestru dros dro sylfaen dderbyniol ar gyfer ymarfer yn y dyfodol fel ymarferydd meddygol sydd wedi ei gofrestru'n llawn;

ystyr "ragnodydd" ("prescriber") yw—

- (a) deintydd,
- (b) nyrs sy'n rhagnodi'n annibynnol,
- (c) ymarferydd meddygol,

established by the Public Health Wales National Health Service Trust (Establishment) Order 2009(1);

"registered paramedic" ("parafeddyg cofrestredig") means a person registered in Part 8 of the Health and Care Professions Council register;

"registered patient" ("claf cofrestredig") means—

- (a) a person who is recorded by the Local Health Board as being on the contractor's list of patients, or
- (b) a person whom the contractor has accepted for inclusion on its list of patients, whether or not notification of that acceptance has been received by the Local Health Board and who has not been notified by the Local Health Board as having ceased to be on that list;

"registered pharmacist" ("fferyllydd cofrestredig") means a person who is registered in Part 1 of the General Pharmaceutical Council Register or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976;

"registered radiographer" ("radiograffydd cofrestredig") means a person registered in Part 11 of the Health and Care Professions Council register;

"regulatory or supervisory body" ("corff rheoleiddio neu oruchwyliau") means any statutory or other body having authority to issue guidance, standards or recommendations with which the contractor, or those persons employed or engaged by it, must comply or have regard, including—

- (a) the Welsh Ministers,
- (b) the Department of Health and Social Care,
- (c) NICE,
- (d) Healthwatch England and Local Healthwatch,
- (e) the UK Health Security Agency,
- (f) the General Pharmaceutical Council,
- (g) the Health Services Safety Investigation Body,
- (h) the Information Commissioner, and
- (i) any other body listed in section 25(2) of the National Health Service Reform and Health Care Professions Act 2002;

"relevant register" ("cofrestr berthnasol") means—

- (a) in relation to a nurse, the Nursing and Midwifery Register,

(1) 2002 p. 17. Diwygiwyd adran 25(3) gan baragraff 10(2) o Atodlen 4 i O.S. 2010/231, paragraff 17(2) a (3) o Atodlen 10 i Ddeddf Iechyd a Gofal Cymdeithasol 2008 (p. 14), paragraff 56(b) o Atodlen 15 i Ddeddf Iechyd a Gofal Cymdeithasol 2012 (p. 7), a pharagraff 2(2) o Atodlen 4 i Ddeddf Plant a Gwaith Cymdeithasol 2017 (p. 16).

(1) S.I. 2009/177, amended by S.I. 2022/251.

- (d) nyrs-ragnodydd annibynnol,
 - (e) optometrydd-ragnodydd annibynnol,
 - (f) parafeddyg-ragnodydd annibynnol,
 - (g) fferyllydd-ragnodydd annibynnol,
 - (h) ffisiotherapydd-ragnodydd annibynnol,
 - (i) podiatrydd-ragnodydd neu giropodydd-ragnodydd annibynnol,
 - (j) rhagnodydd atodol, neu
 - (k) radiograffydd therapiwtig-ragnodydd annibynnol,
- sydd naill ai wedi ei gymryd ymlaen neu wedi ei gyflogi gan y contractwr neu sy'n barti i'r contract;
- ystyr "rhagnodydd amlroddadwy" ("*repeatable prescriber*") yw person—
- (a) sy'n gontractwr GMC sy'n darparu gwasanaethau amlragnodi o dan y telerau yn ei gontract sy'n rhoi effaith i baragraff 52 (gwasanaethau amlragnodi) o Atodlen 3,
 - (b) sy'n gontractwr GMDdA sy'n darparu gwasanaethau amlragnodi o dan y telerau yn ei gytundeb sy'n rhoi effaith i ddarpariaeth mewn cyfarwyddyau a wneir gan Weinidogion Cymru o dan adran 12(3) o Ddeddf 2006 mewn perthynas â chontractau GMDdA, sy'n ddarpariaeth gyfatebol i baragraff 52 o Atodlen 3, neu
 - (c) sydd wedi ei gyflogi neu wedi ei gymryd ymlaen—
 - (i) gan gontractwr GMC sy'n darparu gwasanaethau amlragnodi o dan y telerau mewn contract sy'n rhoi effaith i baragraff 52 o Atodlen 3,
 - (ii) gan gontractwr GMDdA sy'n darparu gwasanaethau amlragnodi o dan y telerau mewn cytundeb sy'n rhoi effaith i ddarpariaeth mewn cyfarwyddyau a wneir gan Weinidogion Cymru o dan adran 12(3) o Ddeddf 2006 mewn perthynas â chontractau GMDdA, sy'n ddarpariaeth gyfatebol i baragraff 52 o Atodlen 3, neu
 - (iii) gan Fwrdd Iechyd Lleol at ddibenion darparu gwasanaethau meddygol sylfaenol mewn practis GMBIL1 sy'n darparu gwasanaethau amlragnodi yn unol â darpariaeth mewn cyfarwyddyau a wneir gan Weinidogion Cymru o dan adran 12(3) o Ddeddf 2006 mewn perthynas â Gwasanaethau Meddygol Bwrdd Iechyd Lleol, sy'n ddarpariaeth gyfatebol i baragraff 52(4) o Atodlen 3;

- (b) in relation to a pharmacist, Part 1 of the register maintained under article 19 (establishment, maintenance of and access to the register) of the Pharmacy Order 2010(1) or the register maintained under Article 6 (the Register) and Article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976(2),
- (c) in relation to an optometrist, the register maintained by the General Optical Council in pursuance of section 7(a) of the Opticians Act 1989 (register of opticians)(3), and
- (d) the part of the register maintained by the Health and Care Professions Council under article 5 of the Health Professions Order 2001(4) (establishment and maintenance of register) relating to—
 - (i) chiropodists and podiatrists,
 - (ii) paramedics,
 - (iii) physiotherapists, or
 - (iv) radiographers;

"repeat dispensing services" ("*gwasanaethau amlweinyddi*") means pharmaceutical services or local pharmaceutical services which involve the provision of drugs, medicines or appliances by an NHS pharmacist or an NHS appliance contractor in accordance with a repeatable prescription;

"repeatable prescribing services" ("*gwasanaethau amlragnodi*") means services which involve the prescribing of drugs, medicines or appliances on a repeatable prescription;

"repeatable prescriber" ("*rhagnodydd amlroddadwy*") means a person who is—

- (a) a GMS contractor who provides repeatable prescribing services under the terms of its contract which give effect to paragraph 52 (repeatable prescribing services) of Schedule 3,
- (b) an APMS contractor who provides repeatable prescribing services under the terms of its agreement which give effect to a provision in directions made by the Welsh Ministers under section 12(3) of the 2006 Act in relation to APMS contracts which is the equivalent provision to paragraph 52 of Schedule 3, or

(1) S.I. 2010/231, as amended by paragraph 9(a), 9(b), 9(c), 9(d) and 9(e) of Schedule 2(1) to S.I. 2019/593.

(2) S.I. 1976/1213, as amended by regulation 5 of S.R. 2008/192, and paragraph 6(a), 6(b) and 6(c) of Part 1 of the Schedule to S.I. 2019/585.

(3) Section 7(a) as amended by article 7(1)(b) of S.I. 2005/848.

(4) S.I. 2002/254.

ystyr “rhagnodydd atodol” (“*supplementary prescriber*”) yw—

- (a) fferyllydd coffrestredig sydd â nodyn gyferbyn â’i enw yn Rhan 1 o Gofrestr y Cyngor Fferyllol Cyffredinol neu yn y gofrestr a gynhelir o dan Erthyglau 6 a 9 o Orchymyn Fferylliaeth (Gogledd Iwerddon) 1976 sy’n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel rhagnodydd atodol,
- (b) person y mae ei enw wedi ei gofrestru yn y Gofrestr Nrysio a Bydwreigiaeth, ac sydd â nodyn gyferbyn â’i enw yn y Gofrestr honno sy’n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel nyrs-rhagnodydd annibynnol/atodol,
- (c) person—
 - (i) sydd wedi ei gofrestru mewn rhan o’r gofrestr a gynhelir o dan erthyl 5 o Orchymyn Proffesiynau Iechyd 2001 (sefydlu a chynnal cofrestr) sy’n ymwneud â chiropodyddion a phodiatriyddion, deietegyddion, parafeddygon, ffisiotherapyddion neu radiograffwyr, a
 - (ii) sydd â nodyn gyferbyn â’i enw yn y gofrestr honno sy’n dynodi ei fod yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel rhagnodydd atodol, neu
- (d) optometrydd sydd â nodyn gyferbyn â’i enw yn y gofrestr o optometryddion a gynhelir o dan adran 7 neu 8B(1)(a) o Ddeddf Optegwyr 1989 sy’n dynodi bod yr optometrydd yn gymwys i archebu cyffuriau, meddyginaethau a chyfarpar fel rhagnodydd atodol;

ystyr “Rheoliadau 2004” (“*the 2004 Regulations*”) yw Rheoliadau’r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Mawrth) 2004;

ystyr “Rheoliadau Fferyllol” (“*Pharmaceutical Regulations*”) yw Rheoliadau’r Gwasanaeth Iechyd Gwladol (Gwasanaethau Fferyllol) (Mawrth) 2020(1);

ystyr “rhestr contractwr o gleifion” (“*contractor’s list of patients*”) yw’r rhestr a lunnir ac a gynhelir gan y Bwrdd Iechyd Lleol o dan baragraff 22 o Atodlen 3;

ystyr “rhestr cyflawnwyr meddygol” (“*medical performers list*”) yw rhestr o ymarferwyr

(c) employed or engaged by—

- (i) a GMS contractor who provides repeatable prescribing services under the terms of a contract which give effect to paragraph 52 of Schedule 3,
- (ii) an APMS contractor who provides repeatable prescribing services under the terms of an agreement which give effect to a provision in directions made by the Welsh Ministers under section 12(3) of the 2006 Act in relation to APMS contracts which is the equivalent provision to paragraph 52 of Schedule 3, or
- (iii) a Local Health Board for the purposes of providing primary medical services within a LHBMS practice which provides repeatable prescribing services in accordance with a provision in directions made by the Welsh Ministers under section 12(3) of the 2006 Act in relation to Local Health Board Medical Services which is the equivalent provision to paragraph 52 of Schedule 3;

“repeatable prescription” (“*presriptiwn amroddadwy*”) means a prescription contained in a form provided by a Local Health Board for the purpose of ordering a drug, medicine or appliance which is in the format required by the NHS Business Services Authority and which—

(a) is either—

- (i) generated by computer but signed by a repeatable prescriber, or
- (ii) a form created in an electronic format, identified using a repeatable prescriber’s code, transmitted as an electronic communication to a nominated NHS pharmacist, NHS appliance contractor or dispensing doctor by the ETP service and is signed with a repeatable prescriber’s advanced electronic signature,

(b) is issued or created to enable a person to obtain pharmaceutical services, and

(1) O.S. 2020/1073 (Cy. 241).

meddygol a lunnir ac a gyhoeddir yn unol â rheoliad 3(1) o Reoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004(1); ystyr “rhestr gofal sylfaenol” (“*primary care list*”) yw—

- (a) rhestr o bersonau sy'n cyflawni gwasanaethau meddygol neu ddeintyddol sylfaenol a lunnir yn unol â rheoliadau a wneir o dan adrannau 49 a 63 o'r Ddeddf,
- (b) rhestr o bersonau sy'n ymgymryd â darparu gwasanaethau meddygol sylfaenol, gwasanaethau deintyddol sylfaenol, gwasanaethau offthalmig cyffredinol neu, yn ôl y digwydd, wasanaethau fferyllol a lunnir yn unol â rheoliadau a wneir o dan Ran 4, Rhan 5, Rhan 6, Rhan 7 a Rhan 8 o'r Ddeddf, neu sy'n cynorthwyo yn y gwasanaethau hynny, neu
- (c) rhestr sy'n cyfateb i unrhyw un neu ragor o'r uchod yn Lloegr, yr Alban neu Ogledd Iwerddon;

mae “rhiant” (“*parent*”) yn cynnwys, mewn perthynas ag unrhyw blentyn, unrhyw oedolyn sydd, ym marn y contractwr, am y tro yn cyflawni mewn cysylltiad â'r plentyn hwnnw y rhwymedigaethau sydd fel arfer yn perthyn i riant mewn cysylltiad â'i blentyn;

ystyr “Safonau Gwirio Cyn Cyflogaeth” (“*Pre-employment Checks Standards*”) yw'r gwiriadau cyn penodi y mae rhaid i gyflogwr ymgymryd â hwy fel rhan o'i broses reciriwto cyn reciriwto staff, y mae rhaid iddynt gynnwys o leiaf yr elfennau a ganlyn o Safonau Gwirio Cyflogaeth y GIG a gyhoeddir gan Gonffederasiwn y GIG—

- (a) y safon gwiriadau adnabod,
- (b) y safon gwiriadau hawl i weithio,
- (c) y safon gwiriadau cofrestru a chymwysterau proffesiynol,
- (d) y safon gwiriadau geirdaon, ac
- (e) y safon gwiriadau cofnodion troseddol;

mae “swm craidd” (“*global sum*”) i'w ddehongli yn unol â Rhan 2 o Ddatganiad ar Hawlogaethau Ariannol yr GMC;

ystyr “swpddyroddiad” (“*batch issue*”) yw ffurflen a ddarperir gan Fwrdd Iechyd Lleol ac a ddyroddir gan ragnodydd amlroddadwy ar yr un pryd â phresgripsiwn amlroddadwy anelectronig i alluogi fferyllydd GIG neu gontactwr cyfarpar GIG i gael

(c) indicates that the drugs or appliances ordered on that form may be provided more than once, and specifies the number of occasions on which they may be provided;

“restricted availability appliance” (“*cyfarpar argaeledd cyfyngedig*”) means an appliance which is approved for particular categories of persons or particular purposes only;

“Scheduled drug” (“*cyffur Atodlen*”) means a drug or other substance specified in Schedule 1 or 2 to the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc.) (Wales) Regulations 2004(1) (which relate to drugs, medicines and other substances not to be ordered under a general medical services contract or that may be ordered only in certain circumstances);

“service provider” (“*darparwr gwasanaeth*”) has the meaning given by section 3(1)(c) of the Regulation and Inspection of Social Care (Wales) Act 2016(2);

“signatory” (“*llofnodwr*”) means a natural person who creates an electronic signature;

“supplementary prescriber” (“*rhagnodydd atodol*”) means—

- (a) a registered pharmacist against whose name in Part 1 of the General Pharmaceutical Council Register or in the register maintained under Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976 is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a supplementary prescriber,
- (b) a person whose name is registered in the Nursing and Midwifery Register and against whose name in that Register is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a nurse independent/supplementary prescriber,
- (c) a person—
 - (i) who is registered in a part of the register maintained under article 5 of the Health Professions Order 2001 (establishment and maintenance of register) which relates to chiropodists and podiatrists, dieticians, paramedics, physiotherapists or radiographers, and

(1) O.S. 2004/1020 (Cy. 117), a ddiwygiwyd gan O.S. 2006/945 (Cy. 94).

(1) S.I. 2004/1022, as amended by S.I. 2005/366 (W. 32), S.I. 2009/1838 (W. 166), S.I. 2009/1977 (W. 176), S.I. 2012/1916, S.I. 2013/683 (W. 81), S.I. 2014/109 (W. 09), S.I. 2016/90 (W. 43) and S.I. 2020/1396 (W. 309).

(2) 2016 anaw 2.

taliad am ddarparu gwasanaethau amlweinyddu, sydd yn y fformat gofynnol, ac—

- (a) a gynhyrchir gan gyfrifiadur ac nas llofnodir gan ragnodydd amlroddadwy,
- (b) sy'n ymwneud â phresgripsiwn amlroddadwy anelectronig penodol ac sy'n cynnwys yr un dyddiad â'r presgripsiwn hwnnw,
- (c) a ddyroddir fel un o ddilyniant o ffurflenni, sydd â'u nifer yn hafal i nifer y troeon y caniateir darparu'r cyffuriau neu'r cyfarpar a archebir ar y presgripsiwn amlroddadwy anelectronig, a
- (d) sy'n pennu rhif i ddynodi ei safle yn y dilyniant y cyfeirir ato ym mharagraff (c);

ystyr “Tariff Cyffuriau” (“Drug Tariff”) yw'r cyhoeddiad a elwir y Tariff Cyffuriau y cyfeirir ato yn adran 81(4) o'r Ddeddf (trefniadau ar gyfer gwasanaethau fferyllol ychwanegol);

ystyr “TCH” (“CCT”) yw Tystysgrif Cwblhau Hyfforddiant a ddyfernir o dan adran 34L(1) o Ddeddf Meddygaeth 1983(1) (dyfarnu Tystysgrif Cwblhau Hyfforddiant a'i thynnw'n ôl);

ystyr “tocyn GPE” (“EPS token”) yw ffurflen (a all fod yn ffurflen electronig), a gymeradwywyd gan yr Ysgrifennydd Gwladol—

- (a) y caniateir iddi gael ei dyroddi gan ragnodydd yr un pryd ag y mae presgripsiwn electronig yn cael ei greu, a
- (b) sydd â chod bar neu ddynodydd unigryw sy'n galluogi'r presgripsiwn i gael ei weinyddu gan ddarparwr gwasanaethau fferyllol a all ddefnyddio'r Gwasanaeth Presgripsiynau Electronig at ddibenion gweinyddu presgripsiynau, o dan amgylchiadau pan na fo'r darparwr yn gweinyddu'r presgripsiwn fel gweinyddydd enwebedig;

ystyr “wedi ei chau” (“closed”), mewn perthynas â rhestr y contractwr o gleifion, yw wedi ei chau i geisiadau am gynnwys person yn y rhestr o gleifion, heblaw ceisiadau gan aelodau o deulu agos cleifion cofrestredig;

mae i “ymarferydd meddygol” yr ystyr a roddir i “medical practitioner” gan adran 206(1) o'r Ddeddf;

ystyr “ymarferydd meddygol cyffredinol” (“general medical practitioner”) yw ymarferydd meddygol y mae ei enw wedi ei gynnwys yn y Gofrestr Ymarferwyr Cyffredinol a gedwir gan y Cyngor Meddygol Cyffredinol o dan adran 2 o

(ii) against whose name in that register is recorded an annotation signifying that they are qualified to order drugs, medicines and appliances as a supplementary prescriber, or

- (d) an optometrist against whose name in the register of optometrists maintained under section 7 or 8B(1)(a) of the Opticians Act 1989 is recorded an annotation signifying that the optometrist is qualified to order drugs, medicines and appliances as a supplementary prescriber;

“supplementary services” (“gwasanaethau atodol”) are—

- (a) services other than unified services or out of hours services, or
- (b) unified services or an element of such a service that a contractor agrees under the contract to provide in accordance with specifications set out in a plan, which requires of the contractor an enhanced level of service provision compared to that which it must generally provide in relation to that unified service or element of service;

“temporary resident” (“preswylydd dros dro”) means a person accepted by the contractor as a temporary resident under paragraph 25 of Schedule 3 and for whom the contractor's responsibility has not been terminated in accordance with that paragraph;

“therapeutic radiographer independent prescriber” (“radiograffydd therapiwtig-ragnodydd annibynnol”) means a radiographer—

- (a) who is a registered radiographer, and
- (b) against whose name is recorded in Part 11 of the Health and Care Professions Council register—
 - (i) an entitlement to use the title “therapeutic radiographer” or “radiograffydd therapiwtig”, and
 - (ii) an annotation signifying that they are qualified to order drugs, medicines and appliances as a therapeutic radiographer independent prescriber;

“unified services” (“gwasanaethau unedig”) means the services required to be provided in accordance with regulation 17;

(1) 1983 p. 54. Mewnosodwyd adran 34L gan O.S. 2010/234.

Ddeddf Meddygaeth 1983(1) (cofrestru ymarferwyr meddygol);

ystyr “Ymddiriedolaeth Iechyd a Gofal Cymdeithasol” (“Health and Social Care Trust”) yw Ymddiriedolaeth Iechyd a Gofal Cymdeithasol a sefydlwyd o dan Erthygl 10 o Orchymyn Iechyd a Gwasanaethau Cymdeithasol Personol (Gogledd Iwerddon) 1991(2) (ymddiriedolaethau Iechyd a Gofal Cymdeithasol);

mae “ysgrifennu” (“writing”), ac eithrio ym mharagraff 109 o Atodlen 3 ac oni bai bod y cyddestun yn gofyn fel arall, yn cynnwys post electronig ac mae “ysgrifenedig” i’w ddehongli yn unol â hynny.

(2) Yn y Rheoliadau hyn, bennir bod defnyddio’r term “ef” mewn perthynas â’r contractor wr yn cynnwys cyfeiriad at gontactwr sy’n ymarferydd meddygol unigol, dau neu ragor o unigolion yn ymarfer mewn partneriaeth neu gwmni sy’n gyfyngedig drwy gyfrannau ac mae ymadroddion cysylltiedig i’w dehongli yn unol â hynny.

(3) Mae i ymadroddion a ddefnyddir yn y Rheoliadau hyn ac yn y Ddeddf yr un ystyr ag yn y Ddeddf honno.

RHAN 2

Contractwyr: amodau a chymhwystra

Amodau: cyffredinol

4. Dim ond os yw’r amodau a bennir yn rheoliadau 5 a 6 wedi eu bodloni y caiff y Bwrdd Iechyd Lleol ymrwymo i gcontract.

Amodau sy’n ymwneud ag ymarferwyr meddygol yn unig

5.—(1) Pan fo’r Bwrdd Iechyd Lleol yn ymrwymo i gcontract, neu’n bwriadu ymrwymo i gcontract—

- (a) gydag ymarferydd meddygol, mae rhaid i’r ymarferydd meddygol hwnnw fod yn ymarferydd meddygol cyffredinol,
- (b) gyda dau neu ragor o bersonau yn ymarfer mewn partneriaeth—

“vaccine and immunisation services” (“gwasanaethau brechu ac imiwloddio”) means the services described in paragraph 7 of Schedule 2;

“working day” (“diwrnod gwaith”) means any day apart from Saturday, Sunday, Christmas Day, Good Friday or a bank holiday;

“writing” (“ysgrifennu”), except in paragraph 109 of Schedule 3 and unless the context otherwise requires, includes electronic mail and “written” is to be construed accordingly.

(2) In these Regulations, the use of the term “it” in relation to the contractor is to be deemed to include a reference to a contractor that is an individual medical practitioner, two or more individuals practising in partnership or a company limited by shares and related expressions are to be construed accordingly.

(3) Expressions used in these Regulations and in the Act have the same meaning as in that Act.

PART 2

Contractors: conditions and eligibility

Conditions: general

4. The Local Heath Board may only enter into a contract if the conditions specified in regulations 5 and 6 are met.

Conditions relating solely to medical practitioners

5.—(1) Where the Local Health Board enters, or is proposing to enter into a contract with—

- (a) a medical practitioner, that medical practitioner must be a general medical practitioner;
- (b) two or more persons practising in a partnership—

(1) Diwygiwyd adran 2 gan O.S. 2002/3135, O.S. 2006/1914, O.S. 2007/3101, O.S. 2008/1774 ac O.S. 2014/1101.

(2) O.S. 1991/194 (G.I. 1). Diwygiwyd erthygl 10 gan adrannau 43 a 44 o Ddeddf Iechyd a Gwasanaethau Cymdeithasol Personol (Gogledd Iwerddon) 2001 (p. 3), ac adran 11 o Ddeddf Diwygio Iechyd a Gofal Cymdeithasol (Gogledd Iwerddon) 2009 (p. 1) (G.I.), a pharagraffau 1 a 13 o Atodlen 6 iddi ac O.S. 1997/1177.

- (i) rhaid i un partner o leiaf (na chaiff fod yn bartner cyfyngedig) fod yn ymarferydd meddygol cyffredinol, a
 - (ii) rhaid i unrhyw bartner arall sy'n ymarferydd cyffredinol fod—
 - (aa) yn ymarferydd meddygol cyffredinol, neu
 - (bb) wedi ei gyflogi gan Fwrdd Iechyd Lleol, (yng Nghymru a Lloegr a'r Alban) Ymddiriedolaeth GIG, ymddiriedolaeth sefydledig y GIG, (yn yr Alban) Bwrdd Iechyd, neu (yng Ngogledd Iwerddon) Ymddiriedolaeth Iechyd a Gofal Cymdeithasol, neu
 - (c) gyda chwmni sy'n gyfyngedig drwy gyfrannau—
 - (i) rhaid i un gyfran o leiaf yn y cwmni fod yn eiddo cyfreithiol a llesiannol i ymarferydd meddygol cyffredinol, a
 - (ii) rhaid i unrhyw gyfran arall neu unrhyw gyfrannau eraill yn y cwmni sy'n eiddo cyfreithiol a llesiannol i ymarferydd cyffredinol fod yn eiddo felly—
 - (aa) i ymarferydd meddygol cyffredinol, neu
 - (bb) i ymarferydd meddygol sydd wedi ei gyflogi gan Fwrdd Iechyd Lleol, (yng Nghymru a Lloegr a'r Alban) Ymddiriedolaeth GIG, ymddiriedolaeth sefydledig y GIG, (yn yr Alban) Bwrdd Iechyd neu, (yng Ngogledd Iwerddon) Ymddiriedolaeth Iechyd a Gofal Cymdeithasol.
- (2) Ym mharagraff (1)(a), (b)(i) ac (c)(i) nid yw "ymarferydd meddygol cyffredinol" yn cynnwys ymarferydd meddygol y mae ei enw wedi ei gynnwys yn y Gofrestr Ymarferwyr Cyffredinol yn rhinwedd yffaith ei fod yn ymarferydd meddygol y mae paragraff (3), (4) neu (5) yn gymwys iddo.
- (3) Mae'r paragraff hwn yn gymwys i ymarferydd meddygol y cyfeirir ato yn erthygl 4(3) o Orchymyn 2010 (ymarferwyr cyffredinol sy'n gymwys i'w cofnodi yn y Gofrestr Ymarferwyr Cyffredinol) a oedd wedi ei esemptio o'r gofyniad i fod â'r profiad rhagnodedig o dan—
- (i) at least one partner (who must not be a limited partner) must be a general medical practitioner, and
 - (ii) any other partner who is a medical practitioner must be—
 - (aa) a general medical practitioner, or
 - (bb) employed by a Local Health Board, (in England and Wales and Scotland) an NHS Trust, an NHS foundation trust, (in Scotland) a Health Board, or (in Northern Ireland) a Health and Social Care Trust; or
 - (c) a company limited by shares—
 - (i) at least one share in the company must be both legally and beneficially owned by a general medical practitioner, and
 - (ii) any other share or shares in the company that are legally and beneficially owned by a medical practitioner must be so owned by—
 - (aa) a general medical practitioner, or
 - (bb) a medical practitioner who is employed by a Local Health Board, (in England and Wales and Scotland) an NHS Trust, an NHS foundation trust, (in Scotland) a Health Board or, (in Northern Ireland) a Health and Social Care Trust.
- (2) In paragraph (1)(a), (b)(i) and (c)(i) "general medical practitioner" does not include a medical practitioner whose name is included in the General Practitioner Register by virtue of being a medical practitioner to whom paragraph (3), (4) or (5) applies.
- (3) This paragraph applies to a medical practitioner referred to in article 4(3) of the 2010 Order (general practitioners eligible for entry in the General Practitioner Register) who was exempt from the requirement to have the prescribed experience under—

- (a) rheoliad 5(1)(d) o Reoliadau'r Gwasanaeth Iechyd Gwladol (Hyfforddiant Galwedigaethol ar gyfer Ymarfer Meddygol Cyffredinol) 1997(1),
- (b) rheoliad 5(1)(d) o Reoliadau'r Gwasanaeth Iechyd Gwladol (Hyfforddiant Galwedigaethol ar gyfer Ymarfer Meddygol Cyffredinol) (Yr Alban) 1998(2), neu
- (c) rheoliad 5(1)(d) o Reoliadau'r Gwasanaeth Iechyd Gwladol (Hyfforddiant Galwedigaethol) (Gogledd Iwerddon) 1998(3).

(4) Mae'r paragraff hwn yn gymwys i ymarferydd meddygol sydd â hawl gaffaeledig at ddibenion erthygl 6(2) o Orchymyn 2010 (personau â hawliau caffaeledig) yn rhinwedd y ffaith—

- (a) ei fod wedi bod yn brif ymarferydd gwasanaethau cyfyngedig, a
- (b) bod enw'r ymarferydd meddygol hwnnw wedi ei gynnwys, fel yr oedd ar 31 Mawrth 1994—
 - (i) mewn rhestr feddygol a oedd, ar y dyddiad hwnnw, yn cael ei chadw gan Awdurdod Gwasanaethau Iechyd Teuluol(4), neu
 - (ii) mewn unrhyw restr gyfatebol a oedd, ar y dyddiad hwnnw, yn cael ei chadw gan Fwrdd Iechyd neu gan Asiantaeth Gwasanaethau Canolog Gogledd Iwerddon ar gyfer y Gwasanaethau Iechyd a Chymdeithasol yng Ngogledd Iwerddon.

(5) Mae'r paragraff hwn yn gymwys i ymarferydd meddygol sydd â hawl gaffaeledig at ddibenion erthygl 6(6) o Orchymyn 2010 (sy'n ymwneud â phersonau sydd wedi eu cymryd ymlaen neu wedi eu darparu fel dirprwy neu wedi eu cyflogi fel cynorthwydd) oherwydd bod yr ymarferydd meddygol hwnnw, ar o leiaf 10 diwrnod yn y 4 blynedd sy'n gorffen â 31 Mawrth 1994, neu ar o leiaf 40 diwrnod yn y 10 mlynedd sy'n gorffen â'r dyddiad hwnnw—

- (a) wedi ei gymryd ymlaen fel dirprwy gan ymarferydd meddygol, neu wedi ei ddarparu fel dirprwy i ymarferydd meddygol, y cynhwyswyd ei enw—

- (a) regulation 5(1)(d) of the National Health Service (Vocational Training for General Medical Practice) Regulations 1997(1),
- (b) regulation 5(1)(d) of the National Health Service (Vocational Training for General Medical Practice) (Scotland) Regulations 1998(2), or
- (c) regulation 5(1)(d) of the National Health Service (Vocational Training) Regulations (Northern Ireland) 1998(3).

(4) This paragraph applies to a medical practitioner who has an acquired right for the purposes of article 6(2) of the 2010 Order (persons with acquired rights) by virtue of—

- (a) having been a restricted services principal, and
- (b) that medical practitioner's name being included, as at 31 December 1994, in—
 - (i) a medical list which was, at that date, kept by a Family Health Services Authority(4), or
 - (ii) any corresponding list which was, at that date, kept by a Health Board or by the Northern Ireland Central Services Agency for the Health and Social Services in Northern Ireland.

(5) This paragraph applies to a medical practitioner who has an acquired right for the purposes of article 6(6) of the 2010 Order (which relates to persons engaged or provided as a deputy or employed as an assistant) because, on at least 10 days in the 4 years ending with 31 December 1994, or on at least 40 days in the 10 years ending with that date, that medical practitioner was—

- (a) engaged as a deputy by, or provided as a deputy to, a medical practitioner whose name was included in—

(1) O.S. 1997/2817, fel y'i diwygiwyd gan O.S. 1998/669 ac fel y'i dirymwyd gan O.S. 2003/1250.

(2) O.S. 1998/5, fel y'i diwygiwyd gan O.S.1998/669 ac O.S.A. 2000/23 ac fel y'i dirymwyd gan O.S. 2003/1250.

(3) Rh. St. 1998/13, a ddirymwyd gan O.S. 2003/1250.

(4) Nid yw Awdurdodau Gwasanaethau Iechyd Teuluol yn bodoli mwyach. Fe'u hunwyd ag Awdurdodau Iechyd yn 1994. Mae Awdurdodau Iechyd wedi eu diddymu erbyn hyn.

(1) S.I. 1997/2817, as amended by S.I. 1998/669 and revoked by S.I. 2003/1250.

(2) S.I. 1998/5, as amended by S.I.1998/669 and S.S.I. 2000/23 and revoked by S.I. 2003/1250.

(3) S.R. 1998/13, revoked by S.I. 2003/1250.

(4) Family Health Services Authorities no longer exist. They were merged with Health Authorities in 1994. Health Authorities have now been abolished.

- (i) yn y rhestr feddygol a oedd, ar y dyddiad hwnnw, yn cael ei chadw gan Awdurdod Gwasanaethau Iechyd Teuluol, neu
 - (ii) mewn unrhyw restr gyfatebol a oedd, ar y dyddiad hwnnw, yn cael ei chadw gan Fwrdd Iechyd neu gan Asiantaeth Gwasanaethau Canolog Gogledd Iwerddon ar gyfer y Gwasanaethau Iechyd a Chymdeithasol yng Ngogledd Iwerddon, neu
 - (b) wedi ei gyflogi fel cynorthwyd (heblaw fel ymarferydd cyffredinol o dan hyfforddiant) gan ymarferydd meddygol o'r fath.
- (6) Ym mharagraff (4)(a), ystyr "prif ymarferydd gwasanaethau cyfyngedig" yw ymarferydd meddygol a ddarparodd wasanaethau meddygol cyffredinol a oedd yn gyfyngedig i wyliadwriaeth iechyd plant, gwasanaethau atal cenhedlu, gwasanaethau meddygol mamolaeth neu fân lawdriniaeth.

Amod cyffredinol yn ymwneud â phob contract

6.—(1) Ni chaiff y Bwrdd Iechyd Lleol ymrwymo i gcontract—

- (a) gydag ymarferydd meddygol y mae paragraff (2) yn gymwys iddo,
- (b) gyda dau neu ragor o bersonau yn ymarfer mewn partneriaeth, pan fo paragraff (2) yn gymwys i unrhyw berson sy'n bartner yn y bartneriaeth, neu
- (c) gyda chwmni sy'n gyfyngedig drwy gyfrannau pan fo paragraff (2) yn gymwys—
 - (i) i'r cwmni,
 - (ii) i unrhyw berson y mae cyfran yn y cwmni yn eiddo cyfreithiol neu lesiannol iddo, neu
 - (iii) i unrhyw gyfarwyddwr neu ysgrifennydd i'r cwmni.

(2) Mae'r paragraff hwn yn gymwys—

- (a) os yw'r person yn destun anghymhwysiad cenedlaethol;
- (b) os yw'r person, yn ddarostyngedig i baragraff (3), wedi ei anghymhwysio neu wedi ei atal dros dro (heblaw drwy orchymyn atal dros dro interim neu gyfarwyddyd wrth aros am ymchwiliad) rhag ymarfer gan unrhyw gorff trwyddedu unrhyw le yn y byd;
- (c) os yw'r person, o fewn y 5 mlynedd naill ai cyn llofnodi'r contract neu cyn cychwyn y contract (pa un bynnag sydd gyntaf), wedi ei ddiswyddo (heblaw oherwydd dileu swydd) o unrhyw gyflogaeth gan gorff gwasanaeth iechyd, oni bai—

- (i) the medical list which was, at that date, kept by a Family Health Services Authority, or
- (ii) any corresponding list kept, at that date, by a Health Board or by the Northern Ireland Central Services Agency for the Health and Social Services in Northern Ireland, or

- (b) employed as an assistant (other than as a trainee general practitioner) by such a medical practitioner.

(6) In paragraph (4)(a), "restricted services principal" means a medical practitioner who provided general medical services limited to child health surveillance, contraceptive services, maternity medical services or minor surgery.

General condition relating to all contracts

6.—(1) The Local Health Board must not enter into a contract with—

- (a) a medical practitioner to whom paragraph (2) applies,
- (b) two or more persons practising in partnership, where paragraph (2) applies to any person who is a partner in the partnership, or
- (c) a company limited by shares where paragraph (2) applies to—
 - (i) the company,
 - (ii) any person legally or beneficially owning a share in the company, or
 - (iii) any director or secretary of the company.

(2) This paragraph applies if—

- (a) the person is the subject of a national disqualification;
- (b) subject to paragraph (3), the person is disqualified or suspended (other than by interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world;
- (c) the person has, within the 5 years before either the signing of the contract or commencement of the contract (whichever is the earlier), been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless—

- (i) bod y person, os oedd yn cael ei gyflogi fel aelod o broffesiwn gofal iechyd adeg y diswyddo, wedi cael ei gyflogi wedyn gan y corff gwasanaeth iechyd hwnnw neu gan gorff gwasanaeth iechyd arall, a
 - (ii) bod unrhyw dribiwnlys neu lys cymwys wedi dyfarnu bod y diswyddiad yn ddiswyddiad annheg;
 - (d) os yw'r person, o fewn y 5 mlynedd naill ai cyn llofnodi'r contract neu cyn cychwyn y contract (pa un bynnag sydd gyntaf), wedi ei ddileu o restr gofal sylfaenol, neu os gwrthodwyd ei gynnwys ynddi, oherwydd aneffeithlonrwydd, twyll neu anaddasrwydd (o fewn ystyr adran 107(2), (3) neu (4) o'r Ddeddf (anghyrhwys ymarferwyr)), neu os yw wedi ei ddileu o restr cyflawnwyr a gedwir gan y Bwrdd Iechyd Lleol yn rhinwedd rheoliad a wnaed o dan adran 49(3) (personau sy'n cyflawni gwasanaethau meddygol sylfaenol) o'r Ddeddf neu os gwrthodwyd ei gynnwys ynddi, oni bai bod enw'r person wedi ei gynnwys wedyn yn y rhestr honno;
 - (e) os yw'r person wedi ei euogfarnu yn y Deyrnas Unedig o lofruddiaeth;
 - (f) os yw'r person wedi ei euogfarnu yn y Deyrnas Unedig o drosedd heblaw llofruddiaeth a gyflawnwyd ar neu ar ôl 14 Mawrth 2001 a'i fod wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar;
 - (g) os yw'r person, yn ddarostyngedig i baragraff (3), wedi ei euogfarnu y tu allan i'r Deyrnas Unedig o drosedd a fyddai'n llofruddiaeth pe bai wedi ei chyflawni yng Nghymru a Lloegr, ac—
 - (i) bod y drosedd wedi ei chyflawni ar neu ar ôl 26 Mawrth 2002, a
 - (ii) bod y person wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar;
 - (h) os yw'r person wedi ei euogfarnu o drosedd, y cyfeirir ati yn Atodlen 1 i Ddeddf Plant a Phobl Ifanc 1933(1) (troseddau yn erbyn plant a phobl ifanc y mae darpariaethau arbennig
- (i) if the person was employed as a member of a health care profession at the time of the dismissal, the person has subsequently been employed by that health service body or by another health service body, and
 - (ii) the dismissal was the subject of a finding of unfair dismissal by any competent tribunal or a court;
 - (d) the person has, within the 5 years before either the signing of the contract or commencement of the contract (whichever is the earlier), been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 107(2), (3) or (4) of the Act (disqualification of practitioners)), or a performers list held by the Local Health Board by virtue of regulation made under section 49(3) (persons performing primary medical services) of the Act, unless the person's name has been subsequently been included in such a list;
 - (e) the person has been convicted in the United Kingdom of murder;
 - (f) the person has been convicted in the United Kingdom of a criminal offence other than murder committed on or after 14 December 2001 and has been sentenced to a term of imprisonment of longer than 6 months;
 - (g) subject to paragraph (3), the person has been convicted outside the United Kingdom of an offence which would, if committed in England and Wales, constitute murder and—
 - (i) the offence was committed on or after 26 August 2002, and
 - (ii) the person was sentenced to a term of imprisonment of longer than 6 months;
 - (h) the person has been convicted of an offence, referred to in Schedule 1 to the Children and Young Persons Act 1933(1) (offences against children and young persons, with respect to

(1) 1933 p. 12. Diwygiwyd Atodlen 1 gan adran 51 o Ddeddf Troseddau Rhywiol 1956 (p. 99) ac Atodlen 4 iddi; paragraff 8 o Atodlen 15 i Ddeddf Cyflawnder Troseddol 1988 (p. 33) ac adran 170(2) ohoni, ac Atodlen 16 iddi; adran 139 o Ddeddf Troseddau Rhywiol 2003 (p. 42) a pharagraff 7 o Atodlen 6 iddi; adran 58(1) o Ddeddf Trais Domestig, Trosedu a Dioddefwyd 2004 (p. 28), ac Atodlen 10 iddi; paragraff 53 o Atodlen 21 i Ddeddf Crwneriaid a Chyflawnder 2009 (p. 25); adran 115(1) o Ddeddf Diogelu Rhyddidau 2012 (p. 9) a pharagraff 136(a) a (b) o Atodlen 9 iddi; ac adran 57(1) o Ddeddf Caethwasiaeth Fodern 2015 (p. 30) a pharagraff 1 o Atodlen 5 iddi.

(1) 1933 c. 12. Schedule 1 was amended by section 51 of, and Schedule 4 to, the Sexual Offences Act 1956 (c. 99); paragraph 8 of Schedule 15 to, and section 170(2) of, and Schedule 16 to, the Criminal Justice Act 1988 (c. 33); section 139 of, and paragraph 7 of Schedule 6 to, the Sexual Offences Act 2003 (c. 42); section 58(1) of, and Schedule 10 to, the Domestic Violence, Crime and Victims Act 2004 (c. 28); paragraph 53 of Schedule 21 to the Coroners and Justice Act 2009 (c. 25); section 115(1) of, and paragraph 136(a) and (b) of Schedule 9 to, the Protection of Freedoms Act 2012 (c. 9); and section 57(1) of, and paragraph 1 of Schedule 5 to, the Modern Slavery Act 2015 (c. 30).

o'r Ddeddf hon yn gymwys iddynt), neu yn Atodlen 1 i Ddeddf Gweithdrefn Droseddol (Yr Alban) 1995(1) (troseddau yn erbyn plant o dan 17 oed y mae darpariaethau arbennig yn gymwys iddynt), a gyflawnwyd ar neu ar ôl 1 Mawrth 2004;

- (i) os yw'r person ar unrhyw adeg wedi ei gynnwys—

- (i) mewn unrhyw restr wahardd o fewn ystyr adran 2 o Ddeddf Diogelu Grwpiau Hyglwyf 2006(2) (rhestrau gwahardd), neu

- (ii) mewn unrhyw restr wahardd o fewn ystyr Erthygl 6 o Orchymyn Diogelu Grwpiau Hyglwyf (Gogledd Iwerddon) 2007(3) (rhestrau gwahardd),

oni bai bod y person wedi ei ddileu o'r rhestr naill ai ar y sail nad oedd yn briodol i'r person fod wedi ei gynnwys ynddi neu o ganlyniad i apêl lwyddiannus;

- (j) os yw'r person, o fewn y cyfnod o 5 mlynedd naill ai cyn llofnodi'r contract neu cyn cychwyn y contract (pa un bynnag sydd gyntaf), wedi ei ddiswyddo o swydd ymddiriedolwr elusen neu ymddiriedolwr ar gyfer elusen drwy orchymyn a wnaed gan y Comisiwn Elusennau, Comisiwn Elusennau Gogledd Iwerddon neu'r Uchel Lys, a bod y gorchymyn hwnnw wedi ei wneud ar sail camymddwyn neu gamreoli wrth weinyddu elusen y bu'r person yn gyfrifol amdano neu yr oedd y person yn ymwybodol ohono, neu y cyfrannodd ymddygiad y person hwnnw ato neu a hwyluswyd gan ymddygiad y person;
- (k) os yw'r person, o fewn y 5 mlynedd naill ai cyn dyddiad llofnodi'r contract neu cyn cychwyn y contract (pa un bynnag sydd gyntaf), wedi ei ddiswyddo rhag ymwneud â rheoli neu reolaeth ar unrhyw gorff mewn achos pan fo'r diswyddo yn rhinwedd adran 34(5)(e) o Ddeddf Elusennau a Buddsodol gan Ymddiriedolwyr (Yr Alban) 2005(4) (pwerau'r Llys Sesiwn);

which special provisions of this Act apply), or in Schedule 1 to the Criminal Procedure (Scotland) Act 1995(1) (offences against children under the age of 17 years of to which special provisions apply), committed on or after 1 March 2004;

- (i) the person has at any time been included in—

- (i) any barred list within the meaning of section 2 of the Safeguarding Vulnerable Groups Act 2006(2) (barred lists), or

- (ii) any barred list within the meaning of Article 6 of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007(3)(barred lists),

unless the person was removed from the list either on the grounds that it was not appropriate for the person to have been included in it or as the result of a successful appeal;

- (j) the person has, within the period of 5 years before either the signing of the contract or commencement of the contract (whichever is the earlier), been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission, the Charity Commission for Northern Ireland or the High Court, and that order was made on the grounds of misconduct or mismanagement in the administration of a charity for which the person was responsible or to which the person was privy, or which was contributed to, or facilitated by, the person's conduct;

- (k) the person has, within the 5 years before either the date of the signing of the contract or the commencement of the contract (whichever is the earlier), been removed from being concerned with the management or control of any body in a case where the removal was by virtue of section 34(5)(e) of the Charities and Trustee Investment (Scotland) Act 2005(4) (powers of Court of Session);

(1) 1995 p. 46. Diwygiwyd Atodlen 1 gan baragraff 2 o Atodlen 1 i Ddeddf Diogelu Plant ac Atal Troseddau Rhywiol (Yr Alban) 2005 (dsa 9), paragraff 2(8)(a) o Atodlen 5 i Ddeddf Troseddau Rhywiol (Yr Alban) 2009 (dsa 9) ac adran 41(2) o Ddeddf Cyflawnder Troseddol a Thrywyddedu (Yr Alban) 2010 (dsa 13).

(2) 2006 p. 47. Diwygiwyd adran 2 gan erthyglau 3(a) a 4 o O.S. 2012/3006.

(3) O.S. 2007/1351 (G.I. 11), fel y'i diwygiwyd gan adran 81(2) a (3)(o)(i) o Ddeddf Plismona a Throseddu 2009 (p. 26).

(4) 2005 dsa 10. Diwygiwyd adran 34 gan adran 122 o Ddeddf Diwygio Gwasanaethau Cyhoeddus (Yr Alban) 2010 (dsa 8).

(1) 1995 c. 46. Schedule 1 was amended by paragraph 2 of Schedule 1 to the Protection of Children and Prevention of Sexual Offences (Scotland) Act 2005 (asp 9), paragraph 2(8)(a) of Schedule 5 to the Sexual Offences (Scotland) Act 2009 (asp 9) and section 41(2) of the Criminal Justice and Licensing (Scotland) Act 2010 (asp 13).

(2) 2006 c. 47. Section 2 was amended by articles 3(a) and 4 of S.I. 2012/3006.

(3) S.I. 2007/1351 (N.I. 11), as amended by section 81(2) and (3)(o)(i) of the Policing and Crime Act 2009 (c. 26).

(4) 2005 asp 10. Section 34 was amended by section 122 of the Public Services Reform (Scotland) Act 2010 (asp 8).

- (l) os —
- (i) yw'r person wedi ei wneud yn fethdalwr ac nad yw wedi ei ryddhau o'r methdaliad neu nad yw'r gorchymyn methdaliad wedi ei ddirymu, neu
 - (ii) dyfarnwyd i ystad y person gael ei secwestru ac nad yw'r person wedi ei ryddhau o'r secwestru;
- (m) os yw'r person yn ddarostyngedig i orchymyn cyfyngu methdaliad neu orchymyn cyfyngu methdaliad interim o dan Atodlen 4A i Ddeddf Ansolfedd 1986(1) (gorchymyn cyfyngu methdaliad ac ymgynneriad), Atodlen 2A i Orchymyn Ansolfedd (Gogledd Iwerddon) 1989(2) (gorchymyn cyfyngu methdaliad ac ymgynneriad), neu adrannau 56A i 56K o Ddeddf Methdaliad (Yr Alban) 1985(3) (gorchymyn cyfyngu methdaliad, gorchymyn cyfyngu methdaliad interim ac ymgynneriad cyfyngu methdaliad), oni bai bod y person wedi ei ryddhau o'r gorchymyn hwnnw neu fod y gorchymyn hwnnw wedi ei ddirymu;
- (n) os yw'r person—
- (i) yn ddarostyngedig i gyfnod moratoriwm o dan orchymyn rhyddhau o ddyled o dan Ran VIIA o Ddeddf Ansolfedd 1986(4) (gorchmyntion rhyddhau o ddyled), neu
 - (ii) yn ddarostyngedig i orchymyn cyfyngu rhyddhau o ddyled neu orchymyn cyfyngu rhyddhau o ddyled interim o dan Atodlen 4ZB i Ddeddf Ansolfedd 1986(5) (gorchmyntion cyfyngu rhyddhau o ddyled ac ymgynneriadau);
- (o) os yw'r person wedi gwneud cytundeb neu drefniant cyfansoddi gyda chredydwyr y person, neu wedi rhoi gweithred ymddiriedolaeth ar eu cyfer, ac nad yw'r person wedi ei ryddhau mewn perthynas â'r cytundeb neu â'r trefniant;
- (l) the person—
- (i) has been made bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled, or
 - (ii) has had sequestration of the person's estate awarded and has not been discharged from the sequestration;
- (m) the person is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986(1) (bankruptcy restrictions order and undertaking), Schedule 2A to the Insolvency (Northern Ireland) Order 1989(2) (bankruptcy restrictions order and undertaking), or sections 56A to 56K of the Bankruptcy (Scotland) Act 1985(3) (bankruptcy restrictions order, interim bankruptcy restrictions order and bankruptcy restrictions undertaking), unless the person has been discharged from that order or that order has been annulled;
- (n) the person—
- (i) is subject to moratorium period under a debt relief order under Part VIIA of the Insolvency Act 1986(4) (debt relief orders), or
 - (ii) is the subject of a debt relief restrictions order or an interim debt relief restrictions order under Schedule 4ZB to the Insolvency Act 1986(5) (debt relief restrictions orders and undertakings);
- (o) the person has made a composition agreement or arrangement with, or granted a trust deed for, the person's creditors and the person has not been discharged in respect of it;

(1) 1986 p. 45. Mewnosodwyd Atodlen 4A gan Atodlen 20 i Ddeddf Menter 2002 (p. 40), ac fe'i diwygiwyd gan adran 71(3) o Ddeddf Menter a Diwygio Rheoleiddio 2013 (p. 24), a pharagraff 63(1), (3)(a), (2)(a) a (b) iddi.

(2) O.S. 1989/2405 (G.I. 19). Mewnosodwyd Atodlen 2A gan Erthyg 13(2) o O.S. 2005/1455 (G.I. 10) ac Atodlen 5 iddi.

(3) 1985 p. 66. Mewnosodwyd adrannau 56A i 56K gan adran 2(1) o Ddeddf Methdaliad a Diwydrwydd etc. (Yr Alban) 2007 (asp 3).

(4) Mewnosodwyd Rhan VIIA gan adran 108(1) o Ddeddf Tribiwnlysoedd, Llysoedd a Gorfodaeth 2007 (p. 15), ac Atodlen 17 iddi.

(5) Mewnosodwyd Atodlen 4ZB gan 108(2) o Ddeddf Tribiwnlysoedd, Llysoedd a Gorfodaeth 2007, ac Atodlen 19 iddi.

(1) 1986 c. 45. Schedule 4A was inserted by Schedule 20 of the Enterprise Act 2002 (c. 40), and was amended by section 71(3) of, and paragraph 63(1), (3)(a), (2)(a) and (b) to, the Enterprise and Regulatory Reform Act 2013 (c. s24).

(2) S.I. 1989/2405 (N.I. 19). Schedule 2A was inserted by Article 13(2) of, and Schedule 5 to, S.I. 2005/1455 (N.I. 10).

(3) 1985 c. 66. Sections 56A to 56K were inserted by section 2(1) of the Bankruptcy and Diligence etc. (Scotland) Act 2007 (asp 3).

(4) Part VIIA was inserted by section 108(1) of, and Schedule 17 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(5) Schedule 4ZB was inserted by section 108(2) of, and Schedule 19 to, the Tribunals, Courts and Enforcement Act 2007.

- (p) os yw'r person yn ddarostyngedig—
- (i) i orchymyn anghymhwys o dan adran 1 o Ddeddf Anghymhwys Cyfarwyddwyr Cwmnïau 1986(1) (gorchmynion anghymhwys: cyffredinol) neu ymgymriad anghymhwys o dan adran 1A o'r Ddeddf honno(2) (ymgymeriadau anghymhwys: cyffredinol),
 - (ii) i orchymyn anghymhwys neu ymgymriad anghymhwys o dan Erthygl 3 (gorchmynion anghymhwys: cyffredinol) neu Erthygl 4 (ymgymeriadau anghymhwys: cyffredinol) o Orchymyn Anghymhwys Cyfarwyddwyr Cwmnïau (Gogledd Iwerddon) 2002(3), neu
 - (iii) gorchymyn anghymhwys o dan adran 429(2) o Ddeddf Ansolfedd 1986(4) (anableddau pan ddirymir gorchymyn gweinyddu yn erbyn unigolyn);
- (q) os oes gweinyddydd, derbynnydd gweinyddol neu dderbynnydd wedi ei benodi mewn cysylltiad â'r person;
- (r) os yw'r person wedi peri i orchymyn gweinyddu gael ei wneud mewn perthynas â'r contractor o dan Atodlen B1 i Ddeddf Ansolfedd 1986(5) (gweinyddu); neu
- (s) os yw'r contractor yn bartneriaeth ac—
- (i) bod unrhyw lys, tribwlynys neu gyflafareddwr cymwys yn gorchymyn diddymu'r bartneriaeth, neu
 - (ii) bod digwyddiad yn digwydd sy'n ei gwneud yn anghyfreithlon i fusnes y bartneriaeth barhau, neu i aelodau o'r bartneriaeth barhau mewn partneriaeth.
- (p) the person is subject to—
- (i) a disqualification order under section 1 of the Company Directors Disqualification Act 1986(1) (disqualification orders: general) or a disqualification undertaking under section 1A of that Act(2) (disqualification undertakings: general),
 - (ii) a disqualification order or disqualification undertaking under article 3 (disqualification orders: general) or Article 4 (disqualification undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002(3), or
 - (iii) a disqualification order under section 429(2) of the Insolvency Act 1986(4) (disabilities on revocation of an administration order against an individual);
- (q) the person has had an administrator, administrative receiver or receiver appointed in respect of them;
- (r) the person has had an administration order made in respect of the contractor under Schedule B1 to the Insolvency Act 1986(5) (administration); or
- (s) the contractor is a partnership and—
- (i) a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or
 - (ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership.

(1) 1986 p. 46. Diwygiwyd adran 1 gan adrannau 5(1) a (2) ac 8 o Ddeddf Ansolfedd 2000 (p. 40), adran 204(1) a (3) o Ddeddf Menter 2002 (p. 40), ac adrannau 111 a 164(1) o Ddeddf Busnesau Bach, Menter a Chyflogaeth 2015 (p. 26) a pharagraffau 1 a 2 o Atodlen 7 iddi.

(2) Mewnosodwyd adran 1A gan adran 6(1) a (2) o Ddeddf Ansolfedd 2000 (p. 39), ac fe'i diwygiwyd gan adran 111 o Ddeddf Busnesau Bach, Menter a Chyflogaeth 2015 (p. 26), a pharagraffau 1, 3(1) a (2) o Atodlen 7 iddi.

(3) O.S. 2002/3150 (G.I. 4).

(4) Diwygiwyd adran 429 gan adran 269 o Ddeddf Menter 2002, ac Atodlen 23 iddi, a chan adran 106 o Ddeddf Tribiwnlysoedd, Llysoedd a Gorfodaeth 2007 (p. 15), ac Atodlen 16 iddi.

(5) Mewnosodwyd Atodlen B1 gan adran 248(2) o Ddeddf Menter 2002, ac Atodlen 16 iddi.

(1) 1986 c. 46. Section 1 was amended by sections 5(1) and (2) and 8 of the Insolvency Act 2000 (c. 40), section 204(1) and (3) of the Enterprise Act 2002 (c. 40), and sections 111 and 164(1) of, and paragraphs 1 and 2 of Schedule 7 to, the Small Business, Enterprise and Employment Act 2015 (c. 26).

(2) Section 1A was inserted by section 6(1) and (2) of the Insolvency Act 2000 (c. 39), and was amended by section 111 of, and paragraphs 1, 3(1) and (2) of Schedule 7 to, the Small Business Enterprise and Employment Act 2015.

(3) S.I. 2002/3150 (N.I. 4).

(4) Section 429 was amended by section 269 of, and Schedule 23 to, the Enterprise Act 2002, and by section 106 of, and Schedule 16 to, the Tribunals, Courts and Enforcement Act 2007 (c.15).

(5) Schedule B1 was inserted by section 248(2) of, and Schedule 16 to, the Enterprise Act 2002.

(3) Nid yw paragraff (2)(b) neu, yn ôl y digwydd, paragraff (2)(g), yn gymwys i berson—

(a) pan fo'r person hwnnw—

- (i) wedi ei anghymhwys neu wedi ei atal dros dro rhag ymarfer gan gorff trwyddedu y tu allan i'r Deyrnas Unedig, neu
 - (ii) wedi ei euogfarnu o drosedd y tu allan i'r Deyrnas Unedig, a
- (b) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r anghymhwysiad, yr atal dros dro neu, yn ôl y digwydd, yr euogfarn yn gwneud y person hwnnw'n anaddas i fod—
- (i) yn gcontractwr,
 - (ii) yn bartner, yn achos contract â dau berson neu ragor yn ymarfer mewn partneriaeth, neu
 - (iii) yn achos cwmni sy'n gyfyngedig drwy gyfrannau—
 - (aa) yn berson y mae cyfran yn y cwmni yn eiddo iddo yn gyfreithiol neu'n llesiannol, neu
 - (bb) yn gyfarwyddwr neu'n ysgrifennydd i'r cwmni.

(4) At ddibenion paragraff (2)(c), pan fo person wedi ei gyflogi fel aelod o broffesiwn gofal iechyd, rhaid i unrhyw gyflogaeth ddilynol hefyd fod fel aelod o'r proffesiwn hwnnw.

(5) Yn y rheoliad hwn, mae "contractwr" yn cynnwys person y mae'r Bwrdd Iechyd Lleol yn bwriadu ymrwymo i gcontract gydag ef.

Hysbysiad bod amodau heb eu bodloni a rhesymau

7.—(1) Pan fo'r Bwrdd Iechyd Lleol yn ystyried nad yw'r amodau a bennir yn rheoliadau 5 a 6 ar gyfer ymrwymo i gcontract wedi eu bodloni, rhaid iddo roi hysbysiad ysgrifenedig i'r person neu'r personau sy'n bwriadu ymrwymo i'r contract am y canlynol—

- (a) ei farn a'r rhesymau dros y farn honno, a
- (b) yr hawl i apelio o dan reoliad 8.

(2) Rhaid i'r Bwrdd Iechyd Lleol hefyd roi hysbysiad ysgrifenedig o'i farn a'r rhesymau dros y farn honno i unrhyw berson sy'n berchen yn gyfreithiol ac yn llesiannol ar gyfran o gwmni, neu sy'n gyfarwyddwr neu'n ysgrifennydd i gwmni, sy'n cael hysbysiad o dan baragraff (1) mewn unrhyw achos pan fo ei reswm dros y penderfyniad yn ymwneud â'r person hwnnw.

(3) Paragraph (2)(b) or, as the case may be, paragraph (2)(g), does not apply to a person where—

(a) that person—

- (i) has been disqualified or suspended from practising by a licensing body outside of the United Kingdom, or
 - (ii) has been convicted of a criminal offence outside of the United Kingdom, and
- (b) the Local Health Board is satisfied that the disqualification, suspension or, as the case may be, the conviction does not make that person unsuitable to be—
- (i) a contractor,
 - (ii) a partner, in the case of a contract with two or more persons practising in partnership, or
 - (iii) in the case of a company limited by shares—
 - (aa) a person who legally or beneficially owns a share in the company, or
 - (bb) a director or secretary of the company.

(4) For the purposes of paragraph (2)(c), where a person has been employed as a member of a health care profession, any subsequent employment must also be as a member of that profession.

(5) In this regulation, "contractor" includes a person with whom the Local Health Board is proposing to enter into a contract with.

Notice of conditions not being met and reasons

7.—(1) Where the Local Health Board considers that the conditions specified in regulation 5 and 6 for entering into a contract are not met, it must give notice in writing to the person or persons intending to enter into the contract of—

- (a) its view and the reasons for that view, and
- (b) the right of appeal under regulation 8.

(2) The Local Health Board must also give notice in writing of its view and the reasons for that view to any person who both legally and beneficially owns a share in, or who is a director or secretary of, a company that is given notice under paragraph (1) in any case where its reason for the decision relates to such a person.

Hawl i apelio

8. Caiff person sydd wedi cael hysbysiad gan y Bwrdd Iechyd Lleol o dan reoliad 7(1) apelio i'r Tribiwnlys Haen Gyntaf yn erbyn penderfyniad y Bwrdd Iechyd Lleol nad yw'r amodau yn rheoliadau 5 neu 6 wedi eu bodloni.

Right of appeal

8. A person who has been given a notice by the Local Health Board under regulation 7(1) may appeal to the First-tier Tribunal against the decision of the Local Health Board that the conditions in regulation 5 or 6 are not met.

RHAN 3

Datrys anghydfodau cyn contract

Anghydfodau cyn contract

9.—(1) Ac eithrio pan fo'r ddau barti i'r darpar gontract yn gyrrif gwasanaeth iechyd (ac yn yr achos hwnnw mae adran 7 o'r Ddeddf (contractau'r GIG) yn gymwys), os na all y darpar bartion i'r contract hwnnw, yn ystod y trafodaethau y bwriedir iddynt arwain at gontract, gytuno ar un o delerau penodol y contract, caiff y naill barti neu'r llall atgyfeirio'r anghydfod at Weinidogion Cymru i ystyried y mater a phenderfynu arno.

(2) Rhaid i anghydfodau a atgyfeirir at Weinidogion Cymru yn unol â pharagraff (1) neu adran 7 o'r Ddeddf gael eu hystyried a'u penderfynu yn unol â darpariaethau paragraffau 106(3) i (14) a 107(1) o Atodlen 3, a pharagraff (3) (pan fo'n gymwys) o'r rheoliad hwn.

(3) Yn achos anghydfod a atgyfeirir at Weinidogion Cymru o dan baragraff (1), mae'r penderfyniad—

- (a) yn cael pennu'r telerau sydd i'w cynnwys yn y contract arfaethedig,
- (b) yn cael ei gwneud yn ofynnol i'r Bwrdd Iechyd Lleol fwrw ymlaen â'r contract arfaethedig, ond ni chaniateir ei gwneud yn ofynnol i'r contractor arfaethedig fwrw ymlaen â'r contract arfaethedig, ac
- (c) yn rhwymo darpar bartion y contract.

PART 3

Pre-contract dispute resolution

Pre-contract disputes

9.—(1) Except where both parties to the prospective contract are health service bodies (in which case section 7 the Act (NHS contracts) applies) if, in the course of negotiations intending to lead to a contract, the prospective parties to that contract are unable to agree on a particular term of the contract, either party may refer the dispute to the Welsh Ministers to consider and determine the matter.

(2) Disputes referred to the Welsh Ministers in accordance with paragraph (1) or section 7 of the Act must be considered and determined in accordance with the provisions of paragraphs 106(3) to (14) and 107(1) of Schedule 3, and paragraph (3) (where it applies) of this regulation.

(3) In the case of dispute referred to the Welsh Ministers under paragraph (1), the determination—

- (a) may specify the terms to be included in the proposed contract,
- (b) may require the Local Health Board to proceed with the proposed contract, but may not require the proposed contractor to proceed with the proposed contract, and
- (c) is binding upon the prospective parties to the contract.

RHAN 4

Statws corff gwasanaeth iechyd

Statws corff gwasanaeth iechyd: dewis

10.—(1) Caiff person sy'n bwriadu ymrwymo i gontract gyda Bwrdd Iechyd Lleol ("contractwr arfaethedig"), drwy roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol cyn ymrwymo i'r contract, ddewis cael ei ystyried yn gorff gwasanaeth iechyd at ddibenion adran 7 o'r Ddeddf.

PART 4

Health service body status

Health service body status: election

10.—(1) A person who proposes to enter into a contract with a Local Health Board ("a proposed contractor") may elect, by giving notice in writing to the Local Health Board prior to entering into the contract, to be regarded as a health service body for the purposes of section 7 of the Act.

(2) Mae dewis a wneir gan gcontractwr arfaethedig o dan baragraff (1) yn cael effaith gan ddechrau â'r dyddiad yr ymrwymir i'r contract.

(3) Os bydd contractwr arfaethedig, yn rhinwedd paragraff (1), yn dewis cael ei ystyried yn gorff gwasanaeth iechyd, mae natur unrhyw gcontract arall yr ymrwymwyd iddo yn flaenorol gan y contractwr arfaethedig hwnnw gyda chorff gwasanaeth iechyd cyn dyddiad y dewis hwnnw, neu unrhyw hawliau neu rwymedigaethau sy'n codi odano, yn parhau heb eu heffeithio.

(4) Mae paragraff (5) yn gymwys—

- (a) pan fo contractwr sy'n ymarferydd meddygol unigol, neu pan fo dau neu ragor o bersonau yn ymarfer mewn partneriaeth, yn ymrwymo i gcontract gyda'r Bwrdd Iechyd Lleol, a
- (b) pan fo'r contractwr hwnnw i'w ystyried yn gorff gwasanaeth iechyd yn unol â pharagraff (1).

(5) Yn ddarostyngedig i reoliad 11, mae'r contractwr i'w ystyried yn gorff gwasanaeth iechyd at ddibenion adran 7 o'r Ddeddf (contractau'r GIG) cyhyd ag y mae'r contract hwnnw'n parhau ni waeth am unrhyw newid—

- (a) yn y partneriaid sy'n ffurfio'r bartneriaeth,
- (b) yn statws y contractwr o statws ymarferydd meddygol unigol i statws partneriaeth, neu
- (c) yn statws y contractwr o statws partneriaeth i statws ymarferydd meddygol unigol.

Statws corff gwasanaeth iechyd: amrywio contractau

11.—(1) Caiff contractwr ofyn yn ysgrifenedig unrhyw bryd am amrywio'r contract er mwyn cynnwys yn y contract, neu dynnu o'r contract, ddarpariaeth i'r perwyl bod y contract yn gcontract GIG, ac os yw'n gwneud hynny—

- (a) rhaid i'r Bwrdd Iechyd Lleol gytuno i'r amrywiad, a
- (b) mae'r weithdrefn a bennir yn rheoliad 27 a Rhan 11 o Atodlen 3 ar gyfer amrywio contractau yn gymwys.

(2) Os yw'r contractwr, yn rhinwedd cais o dan baragraff (1), i'w ystyried yn gorff gwasanaeth iechyd, mae unrhyw hawliau neu rwymedigaethau o dan unrhyw gcontract arall gyda chorff gwasanaeth iechyd yr ymrwymwyd iddo gan y contractwr cyn y dyddiad y caiff y contractwr ei ystyried felly, yn parhau heb eu heffeithio.

(3) Pan fo'r Bwrdd Iechyd Lleol yn cytuno i'r amrywiad i'r contract, rhaid i'r contractwr—

- (a) cael ei ystyried, neu

(2) An election made by a proposed contractor under paragraph (1) has effect beginning with the date on which the contract is entered into.

(3) If, by virtue of paragraph (1) a proposed contractor elects to be regarded as a health service body, the nature of, or any rights or liabilities arising under, any other contract previously entered into by that proposed contractor with a health service body before the date of that election remains unaffected.

(4) Paragraph (5) applies where—

- (a) a contractor who is an individual medical practitioner enters, or two or more persons practising in a partnership enter, into a contract with the Local Health Board, and
- (b) that contractor is to be regarded as a health service body in accordance with paragraph (1).

(5) Subject to regulation 11, the contractor is to be regarded as a health service body for the purposes of section 7 of the Act (NHS contracts) for as long as that contract continues irrespective of any change in—

- (a) the partners comprising the partnership,
- (b) the status of the contractor from that of an individual medical practitioner to that of a partnership, or
- (c) the status of the contractor from that of a partnership to that of an individual medical practitioner.

Health service body status: variation of contracts

11.—(1) A contractor may at any time request in writing a variation of the contract to include in, or remove from, the contract provision to the effect that the contract is an NHS contract and, if it does so—

- (a) the Local Health Board must agree to the variation, and
- (b) the procedure specified in regulation 27 and Part 11 of Schedule 3 for the variation of contracts applies.

(2) If, by virtue of a request under paragraph (1), the contractor is to be regarded as a health service body any rights or liabilities under any other contract with a health service body entered into by the contractor before the date on which the contractor is so regarded remain unaffected.

(3) Where the Local Health Board agrees to the variation to the contract, the contractor must—

- (a) be regarded, or

- (b) yn ddarostyngedig i reoliad 12, beidio â chael ei ystyried mwyach,

yn gorff gwasanaeth iechyd at ddibenion adran 7 o'r Ddeddf gan ddechrau â'r dyddiad y mae'r amrywiad i gymryd effaith yn unol â rheoliad 27 a Rhan 11 o Atodlen 3.

Rhoi'r gorau i statws corff gwasanaeth iechyd

12.—(1) Mae contractwr yn peidio â bod yn gorff gwasanaeth iechyd at ddibenion adran 7 o'r Ddeddf (contractau'r GIG) os bydd y contract yn terfynu.

(2) Pan fo contractwr, yn rhinwedd paragraff (1), yn peidio â bod yn gorff gwasanaeth iechyd mewn perthynas â chontract ("y contract perthnasol"), mae'r contractwr i barhau i gael ei ystyried yn gorff gwasanaeth iechyd at ddibenion unrhyw gcontract GIG arall y daeth yn barti iddo rhwng y dyddiad y daeth yn gorff gwasanaeth iechyd mewn perthynas â'r contract perthnasol a'r dyddiad y peidiwyd â'i ystyried yn gorff gwasanaeth iechyd at ddibenion y contract hwnnw (ond mae'n peidio â bod yn gorff gwasanaeth iechyd at ddibenion unrhyw gcontract GIG arall pan derfynir y contract hwnnw).

(3) Pan—

(a) bo contractwr yn peidio â chael ei ystyried yn gorff gwasanaeth iechyd mewn perthynas â chontract naill ai oherwydd paragraff (1) neu oherwydd amrywiad i'r contract yn rhinwedd rheoliad 11(1), a

(b) bo'r contractwr neu'r Bwrdd Iechyd Lleol—

(i) wedi atgyfeirio unrhyw fater at weithdrefn datrys anghydfodau'r GIG cyn i'r contractwr beidio â bod yn gorff gwasanaeth iechyd, neu

(ii) yn atgyfeirio unrhyw fater a ddigwyddodd yn ystod y cyfnod pan oedd y contractwr yn cael ei ystyried yn gorff gwasanaeth iechyd at weithdrefn datrys anghydfodau'r GIG, yn unol â pharagraff 106 o Atodlen 3, ar ôl iddo beidio â bod yn gorff gwasanaeth iechyd,

mae'r contractwr i barhau i gael ei ystyried yn gorff gwasanaeth iechyd (ac yn unol â hynny mae'r contract i barhau i gael ei ystyried yn gcontract GIG) at ddibenion ystyried yr anghydfod a phenderfynu arno.

(4) Pan fo contractwr yn parhau i gael ei ystyried yn gorff gwasanaeth iechyd yn rhinwedd rheoliad 12(3) at ddibenion gweithdrefn datrys anghydfodau'r GIG, mae'r contractwr yn peidio â chael ei ystyried yn gorff gwasanaeth iechyd at y dibenion hynny ar ddiwedd y weithdrefn honno.

- (b) subject to regulation 12, cease to be regarded,

as a health service body for the purposes of section 7 of the Act beginning with the date that the variation is to take effect pursuant to regulation 27 and Part 11 of Schedule 3.

Cessation of health service body status

12.—(1) A contractor ceases to be a health service body for the purposes of section 7 of the Act (NHS contracts) if the contract terminates.

(2) Where, by virtue of paragraph (1), a contractor ceases to be a health service body in relation to a contract ("the relevant contract"), the contractor is to continue to be regarded as a health service body for the purposes of any other NHS contract to which it became a party between the date on which it became a health service body in relation to the relevant contract and the date on which it ceased to be regarded as a health service body for the purposes of that contract (but it ceases to be a health service body for the purposes of such other NHS contract on the termination of that contract).

(3) Where—

(a) a contractor ceases to be regarded as a health service body in relation to a contract by reason of either paragraph (1) or a variation of the contract by virtue of regulation 11(1), and

(b) the contractor or the Local Health Board—

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

(ii) refers any matter that occurred during the period when the contractor was regarded as a health service body to the NHS dispute resolution procedure, in accordance with paragraph 106 of Schedule 3, 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.

(4) Where a contractor continues to be regarded as a health service body by virtue of regulation 12(3) for the purposes of the NHS dispute resolution procedure, the contractor ceases to be regarded as a health service body for those purposes on the conclusion of that procedure.

RHAN 5

Contractau: telerau gofynnol

Y partïon i'r contract

13. Rhaid i contract bennu—

- (a) enwau'r partïon i'r contract,
- (b) yn achos pob parti i'r contract, y cyfeiriad y dylid anfon gohebiaeth a hysbysiadau swyddogol iddo, ac
- (c) yn achos parti i'r contract sy'n bartneriaeth
 - (i) enwau'r partneriaid,
 - (ii) pa un a yw'r bartneriaeth yn bartneriaeth gyfyngedig ai peidio, a
 - (iii) yn achos partneriaeth gyfyngedig, statws pob partner fel partner cyffredinol neu bartner cyfyngedig.

Contract gwasanaeth iechyd

14. Os yw contractorwr, yn rhinwedd rheoliad 10 neu 11, i'w ystyried yn gorff gwasanaeth iechyd, rhaid i'r contract ddatgan mai contract GIG ydyw.

Contractau gydag unigolion sy'n ymarfer mewn partneriaeth

15. Pan fo contract yn contract gyda dau neu ragor o unigolion sy'n gweithio mewn partneriaeth—

- (a) mae'r contract i'w drin fel pe bai wedi ei wneud gyda'r bartneriaeth fel y mae wedi ei chyfansoddi o bryd i'w gilydd, a rhaid i'r contract wneud darpariaeth benodol i'r perwyl hwn, a
- (b) rhaid i delerau'r contract ei gwneud yn ofynnol i'r contractorwr sicrhau bod unrhyw berson sy'n dod yn bartner yn y bartneriaeth ar ôl i'r contract ddod i rym yn cael ei rwymo'n awtomatig gan y contract, pa un ai yn rhinwedd cytundeb partneriaeth neu fel arall.

Hyd

16.—(1) Ac eithrio o dan yr amgylchiadau a bennir ym mharagraff (2), rhaid i contract ddarparu ei fod yn parhau nes iddo gael ei derfynu yn unol â thelerau'r contract neu yn rhinwedd y ffaith bod unrhyw ddarpariaeth gyfreithiol arall ar waith.

(2) Yr amgylchiadau y cyfeirir atynt ym mharagraff (1) yw bod y Bwrdd Iechyd Lleol yn dymuno ymrwymo i contract dros dro am gyfnod nad yw'n hwy na 24 o fisoeedd ar gyfer darparu gwasanaethau i

PART 5

Contracts: required terms

Parties to the contract

13. A contract must specify—

- (a) the names of the parties to the contract,
- (b) in the case of each party to the contract, the address to which official correspondence and notices should be sent, and
- (c) in the case of a party to the contract which is a partnership
 - (i) the names of the partners,
 - (ii) whether or not the partnership is a limited partnership, and
 - (iii) in the case of a limited partnership, the status of each partner as a general or limited partner.

Health service contract

14. If, by virtue of regulation 10 or 11, a contractor is to be regarded as a health service body, the contract must state that it is an NHS contract.

Contracts with individuals practising in partnership

15. Where a contract is with two or more individuals practising in partnership—

- (a) the contract is to be treated as made with the partnership as it is from time to time constituted, and the contract must make specific provision to this effect; and
- (b) the terms of the contract must require the contractor to ensure that any person who becomes a partner in the partnership after the contract has come into force is automatically bound by the contract whether by virtue of a partnership agreement or otherwise.

Duration

16.—(1) Except in the circumstances specified in paragraph (2), a contract must provide for it to subsist until it is terminated in accordance with the terms of the contract or by virtue of the operation of any other legal provision.

(2) The circumstances referred to in paragraph (1) are that the Local Health Board wishes to enter into a temporary contract for a period not exceeding 24 months for the provision of services to former patients

gyn-gleifion contractorwr, ar ôl i gcontract y contractwr hwnnw derfynu.

(3) Caiff y naill barti neu'r llall i ddarpar gcontract y mae paragraff (2) yn gymwys iddo, os yw'n dymuno gwneud hynny, wahodd y Pwyllgor Meddygol Lleol ar gyfer ardal y Bwrdd Iechyd Lleol i gymryd rhan yn y trafodaethau y bwriedir iddynt arwain at gcontract o'r fath.

Gwasanaethau unedig

17.—(1) At ddibenion adran 43(1) o'r Ddeddf (gofyniad i ddarparu gwasanaethau meddygol sylfaenol penodol), y gwasanaethau y mae rhaid eu darparu, ac eithrio o dan amgylchiadau pan fo rheoliad 18(7) neu baragraff 124 o Atodlen 3 yn gymwys, o dan gcontract gwasanaethau meddygol cyffredinol ("gwasanaethau unedig") yw'r gwasanaethau a ddisgrifir ym mharagraffau (3), (5), (6), (7) a (9), ac Atodlen 2, yn ystod y cyfnod a bennir ym mharagraff (2).

(2) Y cyfnod a bennir yn y paragraff hwn yw—

- (a) yn achos paragraffau (3), (5) a (6), bob amser o fewn yr oriau craidd fel sy'n briodol i ddiwallu anghenion rhesymol cleifion y contractorwr, a
- (b) yn achos paragraffau (7) a (9), bob amser o fewn yr oriau craidd.

(3) Y gwasanaethau a ddisgrifir yn y paragraff hwn yw gwasanaethau sy'n ofynnol er mwyn rheoli cleifion cofrestredig contractorwr a'i breswylwyr dros dro sydd, neu sy'n credu eu bod—

- (a) yn sâl, gyda chyflyrau y disgwylir yn gyffredinol i rywun ymadfer ohonynt,
- (b) â salwch angheul, neu
- (c) yn dioddef o glefyd cronicig,

a'r gwasanaethau hynny'n cael eu cyflenwi yn y modd a benderfynir gan bractis y contractorwr ar ôl ystyried canllawiau neu lwybrau clinigol perthnasol y cytunwyd arnynt yn genedlaethol a thrwy drafod â'r claf.

(4) At ddibenion paragraff (3)—

ystyr "clefyd" ("disease") yw clefyd sydd wedi ei gynnwys yn y rhestr o gategoriâu tri chymeriad a geir yn y cyhoeddiad diweddaraf o Ddosbarthiad Ystadegol Rhyngwladol Clefydau a Phroblemau Iechyd Cysylltiedig, ac

mae "rheoli" ("management") yn cynnwys—

- (a) cynnig ymgynghoriad a, pan fo'n briodol, archwiliad corfforol at ddiben nodi'r angen, os oes angen o gwbl, am driniaeth neu ymchwiliad pellach, a

of a contractor, following the termination of that contractor's contract.

(3) Either party to a prospective contract to which paragraph (2) applies may, if it wishes to do so, invite the Local Medical Committee for the area of the Local Health Board to participate in the negotiations intending to lead to such a contract.

Unified services

17.—(1) For the purposes of section 43(1) of the Act (requirement to provide certain primary medical services), the services which must, except in circumstances where regulation 18(7) or paragraph 124 of Schedule 3 applies, be provided under a general medical services contract ("unified services") are the services described in paragraphs (3), (5), (6), (7) and (9), and Schedule 2, during the period specified in paragraph (2).

(2) The period specified in this paragraph is, in the case of—

- (a) paragraphs (3), (5) and (6), at all times within core hours as is appropriate to meet the reasonable needs of its patients, and
- (b) paragraphs (7) and (9), at all times within core hours.

(3) The services described in this paragraph are services required for the management of a contractor's registered patients and temporary residents who are or believe themselves to be—

- (a) ill, with conditions from which recovery is generally expected,
- (b) terminally ill, or
- (c) suffering from chronic disease,

delivered in the manner determined by the contractor's practice after consideration of relevant nationally agreed clinical guidance or pathways and in discussion with the patient.

(4) For the purposes of paragraph (3)—

"disease" ("clefyd") means a disease included in the list of three-character categories contained in the latest publication of the International Statistical Classification of Diseases and Related Health Problems, and

"management" ("rheoli") includes—

- (a) offering consultation and, where appropriate, physical examination for the purpose of identifying the need, if any, for treatment or further investigation, and

(b) rhoi ar gael unrhyw driniaeth neu ymchwiliad pellach sy'n angenrheidiol ac sy'n briodol, gan gynnwys atgyfeirio'r claf at wasanaethau eraill o dan y Ddeddf a chysylltu â phroffesiynolion gofal iechyd eraill sy'n ymwneud â thriniaeth a gofal y claf.

(5) Y gwasanaethau a ddisgrifir yn y paragraff hwn yw'r ddarpariaeth o driniaeth a gofal priodol parhaus i holl gleifion cofrestredig a phreswylwyr dros dro y contractwr gan ystyried eu hanghenion penodol sy'n cynnwys—

- (a) cyngor mewn cysylltiad ag iechyd y claf a chyngor perthnasol ar hybu iechyd, a
- (b) atgyfeirio claf at wasanaethau o dan y Ddeddf,

ynghyd â darparu'r gwasanaethau a bennir ym mharagraff (6).

(6) Y gwasanaethau a grybwylir ym mharagraff (5) yw—

- (a) gwasanaethau sgrinio serfigol,
- (b) gwasanaethau gwyliadwriaeth iechyd plant,
- (c) gwasanaethau brechu ac imiwneiddio i blant,
- (d) gwasanaethau atal cenhedlu,
- (e) gwasanaethau meddygol mamolaeth,
- (f) gwasanaethau mân lawdriniaeth, ac
- (g) gwasanaethau brechu ac imiwneiddio.

(7) Y gwasanaethau a ddisgrifir yn y paragraff hwn yw gwasanaethau meddygol sylfaenol sy'n ofynnol er mwyn rhoi triniaeth angenrheidiol ar unwaith i unrhyw berson y gofynnwyd i'r contractwr ddarparu triniaeth iddo oherwydd damwain neu argyfwng mewn unrhyw le yn ardal practis y contractwr.

(8) Ym mharagraff (7), mae "argyfwng" yn cynnwys unrhyw argyfwng meddygol pa un a yw'n gysylltiedig â gwasanaethau a ddarperir o dan y contract ai peidio.

(9) Y gwasanaethau a ddisgrifir yn y paragraff hwn yw gwasanaethau meddygol sylfaenol sy'n ofynnol er mwyn rhoi triniaeth angenrheidiol ar unwaith i unrhyw berson sy'n dod o fewn paragraff (10) sy'n gofyn am driniaeth o'r fath am y cyfnod a bennir ym mharagraff (11).

(10) Mae'r paragraff hwn yn gymwys i berson—

- (a) os yw cais y person hwnnw i gael ei gynnwys yn rhestr y contractwr o gleifion wedi ei wrthod yn unol â pharagraff 26 o Atodlen 3 ac nad yw'r person hwnnw wedi ei gofrestru gyda darparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol) yn ardal y Bwrdd Iechyd Lleol,

(b) the making available of such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under the Act and liaison with other health care professionals involved in the patient's treatment and care.

(5) The services described in this paragraph are the provision of appropriate ongoing treatment and care to all of the contractor's registered patients and temporary residents taking into account their specific needs including—

- (a) advice in connection with the patient's health and relevant health promotion advice, and
- (b) the referral of a patient for services under the Act,

together with the provision of the services specified in paragraph (6).

(6) The services mentioned in paragraph (5) are—

- (a) cervical screening services,
- (b) child health surveillance services,
- (c) childhood vaccinations and immunisation services,
- (d) contraceptive services,
- (e) maternity medical services,
- (f) minor surgery services, and
- (g) vaccine and immunisation services.

(7) The services described in this paragraph are primary medical services required for the immediately necessary treatment of any person to whom the contractor has been requested to provide treatment owing to an accident or emergency at any place in its practice area.

(8) In paragraph (7), "emergency" includes any medical emergency whether or not related to services provided under the contract.

(9) The services described in this paragraph are primary medical services required for the immediately necessary treatment of any person falling within paragraph (10) who requests such treatment for the period specified in paragraph (11).

(10) This paragraph applies to a person if—

- (a) that person's application for inclusion in the contractor's list of patients has been refused in accordance with paragraph 26 of Schedule 3 and that person is not registered with another provider of unified services (or their equivalent) in the area of the Local Health Board,

- (b) os yw cais y person hwnnw i gael ei dderbyn fel preswylydd dros dro wedi ei wrthod yn unol â pharagraff 26 o Atodlen 3, neu
 - (c) os yw'r person hwnnw'n bresennol yn ardal practis y contractwr am lai na 24 awr.
- (11) Y cyfnod a bennir yn y paragraff hwn yw—
- (a) yn achos person y mae paragraff (10)(a) yn gymwys iddo, 14 o ddiwrnodau yn dechrau â'r dyddiad y gwrthodwyd cais y person hwnnw neu hyd nes y bydd y person hwnnw wedi ei gofrestru wedyn mewn man arall ar gyfer darparu gwasanaethau unedig (neu wasanaethau cyfatebol), pa un bynnag sy'n digwydd gyntaf,
 - (b) yn achos person y mae paragraff (10)(b) yn gymwys iddo, 14 o ddiwrnodau yn dechrau â'r dyddiad y gwrthodwyd cais y person hwnnw neu hyd nes y bydd y person hwnnw wedi ei dderbyn wedyn mewn man arall fel preswylydd dros dro, pa un bynnag sy'n digwydd gyntaf, ac
 - (c) yn achos person y mae paragraff (10)(c) yn gymwys iddo, 24 awr neu unrhyw gyfnod byrrach y mae'r person yn bresennol yn ardal practis y contractwr.

Gwasanaethau: cyffredinol

- 18.**—(1) Rhaid i gcontract bennu—
- (a) y gwasanaethau i'w darparu,
 - (b) yn ddarostyngedig i baragraff (4), cyfeiriad pob mangre sydd i'w defnyddio gan y contractwr neu unrhyw is-gcontractwr i ddarparu'r gwasanaethau hynny,
 - (c) y personau y mae'r gwasanaethau hynny i'w darparu iddynt,
 - (d) yr ardal ("ardal practis" y contractwr) y mae gan bersonau sy'n preswylio ynddi, yn ddarostyngedig i unrhyw delerau eraill yn y contract sy'n ymwnheid â chofrestru cleifion, hawlogaeth mewn perthynas â hi—
 - (i) i gofrestru gyda'r contractwr, neu
 - (ii) i ofyn am gael eu derbyn gan y contractwr fel preswylydd dros dro, ac
 - (e) pa un a yw rhestr y contractwr o gleifion, gan ddechrau â'r dyddiad y daw'r contract i rym, yn agored ynteu wedi ei chau.

- (b) that person's application for acceptance as a temporary resident has been rejected in accordance with paragraph 26 of Schedule 3, or
 - (c) that person is present in the contractor's practice area for less than 24 hours.
- (11) The period specified in this paragraph is, in the case of a person to whom—
- (a) paragraph (10)(a) applies, 14 days beginning with the date on which that person's application was refused or until that person has been subsequently registered elsewhere for the provision of unified services (or their equivalent), whichever occurs first,
 - (b) paragraph (10)(b) applies, 14 days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a temporary resident, whichever occurs first, and
 - (c) paragraph (10)(c) applies, 24 hours or such shorter period as the person is present in the contractor's practice area.

Services: general

- 18.**—(1) A contract must specify—
- (a) the services to be provided,
 - (b) subject to paragraph (4), the address of each of the premises to be used by the contractor or any sub-contractor for the provision of such services,
 - (c) the persons to whom such services are to be provided,
 - (d) the area (the contractor's "practice area") as respects which persons resident in it are, subject to any other terms of the contract relating to patient registration, entitled to—
 - (i) register with the contractor, or
 - (ii) seek acceptance by the contractor as a temporary resident, and
 - (e) whether, beginning with the date on which the contract comes into force, the contractor's list of patients is open or closed.

(2) Rhaid i contract hefyd—

- (a) cynnwys teler sy'n ei gwneud yn ofynnol i'r contractor—
 - (i) rhoi apwyntiadau ar gyfer gwasanaethau unedig ar gael i'w gleifion am unrhyw gyfran o'r oriau craidd ar bob diwrnod gwaith fel sy'n briodol i ddiwallu anghenion rhesymol y cleifion hynny,
 - (ii) bod â threfniadau yn eu lle i'w gleifion gael mynediad at wasanaethau unedig drwy gydol yr oriau craidd os bydd argyfwng,
 - (iii) sicrhau bod pob mangre practis, heblaw unrhyw fangre practis a bennir ym mharagraff (3), yn agored ac yn gorfforol hygrych i gleifion—
 - (aa) bob amser rhwng 8.30am a 6.00pm ar bob diwrnod gwaith, a
 - (bb) am unrhyw gyfnodau eraill o fewn yr oriau craidd sy'n ofynnol i alluogi'r contractor i gydymffurfio â'r gofynion yn rheoliad 17, rheoliad 18 ac Atodlen 3, a
- (b) nodi'r cyfnod (os oes cyfnod o gwbl) y darperir unrhyw wasanaethau heblaw gwasanaethau unedig.

(3) Y fangre practis a bennir yn y paragraff hwn yw mangre practis y mae'r Bwrdd Iechyd Lleol wedi cytuno, yn ysgrifenedig â'r contractor, ar oriau agor mwy cyfyngedig ar ei chyfer oherwydd nad yw'r fangre practis yn un o brif safleoedd y contractor.

(4) Nid yw'r mangreodd y cyfeirir atynt ym mharagraff (1)(b) yn cynnwys—

- (a) cartrefi cleifion, na
- (b) unrhyw fangre arall lle y darperir gwasanaethau ar sail argyfwng.

(5) Pan nad yw'r Bwrdd Iechyd Lleol, ar y dyddiad y llofnodir y contract, wedi ei fodloni bod pob un neu unrhyw un neu ragor o'r mangreodd a bennir yn unol â pharagraff (1)(b) yn bodloni'r gofynion a nodir ym mharagraff 1 o Atodlen 3, mae rhaid i'r contractor gynnwys cynllun, wedi ei lunio ar y cyd gan y Bwrdd Iechyd Lleol a'r contractor, sy'n pennu—

- (a) y camau a gymerir gan y contractor i ddod â'r fangre i'r safon berthnasol,
- (b) unrhyw gymorth ariannol a all fod ar gael gan y Bwrdd Iechyd Lleol, ac
- (c) yr amserlen y mae'r camau y cyfeirir atynt yn is-baragraff (a) i'w cymryd yn ddi.

(2) A contract must also—

- (a) contain a term which requires the contractor to—
 - (i) make appointments for unified services available to its patients for such proportion of the core hours on each working day as is appropriate to meet the reasonable needs of those patients,
 - (ii) have in place arrangements for its patients to access unified services throughout the core hours in case of emergency,
 - (iii) ensure that all practice premises, other than any practice premises specified in paragraph (3), are open and physically accessible to patients—
 - (aa) at all times between 8.30am and 6.00pm on each working day, and
 - (bb) for such other periods in core hours as may be required to enable the contractor to comply with the requirements in regulation 17, regulation 18 and Schedule 3, and
- (b) state the period (if any) for which any services, other than unified services, are to be provided.

(3) The practice premises specified in this paragraph are those for which the Local Health Board has agreed, in writing with the contractor, more limited opening hours because the practice premises are not one of the contractor's main sites.

(4) The premises referred to in paragraph (1)(b) do not include—

- (a) the homes of patients, or
- (b) any other premises where services are provided on an emergency basis.

(5) Where, on the date on which the contract is signed, the Local Health Board is not satisfied that all or any of the premises specified in accordance with paragraph (1)(b) meet the requirements set out in paragraph 1 of Schedule 3, the contract must include a plan, drawn up jointly by the Local Health Board and the contractor, which specifies—

- (a) the steps taken by the contractor to bring the premises up to the relevant standard,
- (b) any financial support that may be available from the Local Health Board, and
- (c) the timescale in which the steps referred to in sub-paragraph (a) are to be taken.

(6) Pan fo'r contract, yn unol â pharagraff (1)(e), yn pennu bod rhestr y contractwr o gleifion wedi ei chau, rhaid i'r contract hefyd bennu mewn perthynas â'r cau hwnnw bob un o'r eitemau a restrir ym mharagraff 39(2) o Atodlen 3.

(7) Caiff y Bwrdd Iechyd Lleol, o dan amgylchiadau eithriadol neu ar gyfer amser dysgu gwarchodedig, roi cytundeb ysgrifenedig ymlaen llaw i gcontractwyr i leihau dros dro yr oriau y maent yn darparu gwasanaethau unedig ar ddiwrnod gwaith, ar yr amod bod gan y contractwr drefniadau yn eu lle i'w gleifion barhau i gael mynediad at wasanaethau unedig drwy gydol yr oriau craidd ar y diwrnod gwaith hwnnw os bydd argyfwng.

Tystysgrifau

19.—(1) Rhaid i gcontract gynnwys teler sydd â'r effaith o'i gwneud yn ofynnol i'r contractwr ddyroddi, am ddim i glaf neu i glynrychiolydd claf, unrhyw dystysgrif feddygol o ddisgrifiad a ragnodir yng ngholofn 1 o Atodlen 1, sy'n rhesymol ofynnol o dan y deddfiadau, neu at ddibenion y deddfiadau a bennir mewn perthynas â'r dystysgrif yng ngholofn 2 o'r Atodlen honno, yn ddarostyngedig i baragráff (2).

(2) Ni chaniateir dyroddi dystysgrif, o ran y cyflwr y mae'r dystysgrif yn ymwneud ag ef—

- (a) pan fo'r claf yn cael sylw gan ymarferydd meddygol nad yw—
 - (i) wedi ei gyflogi nac wedi ei gymryd ymlaen gan y contractwr,
 - (ii) yn achos contract gyda dau neu ragor o bersonau yn ymarfer mewn partneriaeth, yn un o'r personau hynny, neu
 - (iii) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau, yn un o'r personau y mae cyfrannau yn y cwmni hwnnw yn eiddo iddo yn gyfreithiol neu'n llesiannol, neu
- (b) pan nad yw'r claf yn cael ei drin gan broffesiynolyn gofal iechyd neu o dan oruchwyliaeth proffesiynolyn gofal iechyd.

(3) Nid yw'r eithriad ym mharagraff (2)(a) yn gymwys pan fo'r dystysgrif yn cael ei dyroddi—

- (a) yn unol â rheoliad 2(1) o Reoliadau Nawdd Cymdeithasol (Tystiolaeth Feddygol) 1976(1) (tystiolaeth o analluogrwydd ar gyfer gwaith, gallu cyfyngedig ar gyfer gwaith a gwelyfod), neu

(6) Where, in accordance with paragraph (1)(e), the contract specifies that the contractor's list of patients is closed the contract must also specify in relation to that closure each of the items listed in paragraph 39(2) of Schedule 3.

(7) The Local Health Board may, in exceptional circumstances or for protected learning time, give prior written agreement for contractors to temporarily reduce the hours during which they provide unified services on a working day, subject to the contractor having in place arrangements for its patients to maintain access to unified services throughout the core hours on that working day in case of emergency.

Certificates

19.—(1) A contract must contain a term which has the effect of requiring the contractor to issue, free of charge to a patient or patient's representative, any medical certificate of a description prescribed in column 1 of Schedule 1, which is reasonably required under, or for the purposes of, the enactments specified in relation to the certificate in column 2 of that Schedule, subject to paragraph (2).

(2) A certificate must not be issued where, for the condition to which the certificate relates, the patient is—

- (a) being attended to by a medical practitioner who is not—
 - (i) employed or engaged by the contractor,
 - (ii) in the case of a contract with two or more persons practising in a partnership, one of those persons, or
 - (iii) in the case of a contract with a company limited by shares, one of the persons legally or beneficially owning shares in that company, or
- (b) not being treated by or under the supervision of a health care professional.

(3) The exception in paragraph (2)(a) does not apply where the certificate is issued in accordance with—

- (a) regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976(1) (evidence of incapacity for work, limited capability for work and confinement), or

(1) O.S. 1976/615. Amnewidiwyd rheoliad 2(1) gan O.S. 2010/137.

(1) S.I. 1976/615. Regulation 2(1) was substituted by S.I. 2010/137.

- (b) yn unol â rheoliad 2(1) o Reoliadau Tâl Salwch Statudol (Tystiolaeth Feddygol) 1985(1) (gwybodaeth feddygol).

Cyllid

20.—(1) Rhaid i'r contract gynnwys teler sydd â'r effaith o'i gwneud yn ofynnol i daliadau gael eu gwneud o dan y contract yn brydlon ac yn unol â'r canlynol—

- (a) telerau'r contract, a
- (b) unrhyw amodau eraill yn ymwneud â thaliad a gynhwysir mewn cyfarwyddyau a roddir gan Weinidogion Cymru o dan adran 12 (arfer swyddogaethau) neu adran 45 o'r Ddeddf (contractau GMC: taliadau).

(2) Rhaid i'r contract gynnwys teler i'r perwyl, pan fo'n ofynnol i'r Bwrdd Iechyd Lleol wneud taliad i gontractwr o dan gontract ond yn ddarostyngedig i amodau, yn unol â chyfarwyddyau a roddir gan Weinidogion Cymru o dan adran 12 (arfer swyddogaethau) neu adran 45 (contractau GMC: taliadau) o'r Ddeddf, fod rhaid i'r amodau hynny fod yn un o delerau'r contract.

(3) Mae'r rhwymedigaeth y cyfeirir ati ym mharagraff (1) yn ddarostyngedig i unrhyw hawl a all fod gan y Bwrdd Iechyd Lleol i osod yn erbyn unrhyw swm sy'n daladwy i'r contractwr o dan y contract unrhyw swm—

- (a) sy'n ddyledus gan y contractwr i'r Bwrdd Iechyd Lleol o dan y contract, neu
- (b) y caiff y Bwrdd Iechyd Lleol ei gadw'n ôl oddi wrth y contractwr yn unol â thelerau'r contract neu unrhyw ddarpariaethau cymwys a gynhwysir mewn cyfarwyddyau a roddir gan Weinidogion Cymru o dan adran 45 o'r Ddeddf.

Ffioedd, taliadau a buddiannau ariannol

21.—(1) Rhaid i'r contract gynnwys telerau yn ymwneud â ffioedd, taliadau a buddiannau ariannol sydd â'r un effaith â'r rhai a nodir ym mharagraffau (2) i (9).

(2) Ni chaiff y contractwr, naill ai drosto'i hun neu drwy unrhyw berson arall, fynnu oddi wrth unrhyw un neu ragor o'i gleifion ffi na thaliad cydnabyddiaeth arall er ei fudd ei hun nac er budd person arall, na derbyn ffi na thaliad cydnabyddiaeth o'r fath, mewn cysylltiad â'r canlynol—

- (b) regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985(1) (medical information).

Finance

20.—(1) The contract must contain a term which has the effect of requiring payments to be made under the contract promptly and in accordance with—

- (a) the terms of the contract, and
- (b) any other conditions relating to payment contained in directions given by the Welsh Ministers under section 12 (exercise of functions) or section 45 of the Act (GMS contracts: payments).

(2) The contract must contain a term to the effect that where, in accordance with directions given by the Welsh Ministers under section 12 (exercise of functions) or section 45 (GMS contracts: payments) of the Act, the Local Health Board is required to make a payment to a contractor under a contract but subject to conditions, those conditions must be a term of the contract.

(3) The obligation referred to in paragraph (1) is subject to any right the Local Health Board may have to set off against any amount payable to the contractor under the contract any amount—

- (a) that is owed by the contractor to the Local Health Board under the contract; or
- (b) that the Local Health Board may withhold from the contractor in accordance with the terms of the contract or any applicable provisions contained in directions given by the Welsh Ministers under section 45 of the Act.

Fees, charges and financial interests

21.—(1) The contract must contain terms relating to fees, charges and financial interests which have the same effect as those set out in paragraphs (2) to (9).

(2) The contractor must not, either for itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person in respect of—

(1) O.S. 1985/1604. Amnewidiwyd rheoliad 2(1) gan O.S. 2010/137.

(1) S.I. 1985/1604. Regulation 2(1) was substituted by S.I. 2010/137.

- (a) darparu unrhyw driniaeth, pa un ai o dan y contract neu fel arall, neu
- (b) unrhyw bresgripsiwn neu bresgripsiwn amlroddadwy ar gyfer unrhyw gyffur, meddyginaeth neu gyfarpar,

ac eithrio o dan yr amgylchiadau a nodir yn rheoliad 22.

(3) Ni chaiff y contractwr, naill ai drosto'i hun neu drwy unrhyw berson arall, fynnu oddi wrth unrhyw un neu ragor o'i gleifion ffi na thaliad cydnabyddiaeth arall er ei fudd ei hun nac er budd person arall, na derbyn ffi na thaliad cydnabyddiaeth o'r fath, am gwblhau'r canlynol mewn perthynas ag iechyd meddwl y claf—

- (a) y ffurflen tystiolaeth dyled ac iechyd meddwl, neu
- (b) unrhyw archwiliad o'r claf neu o gofnod meddygol y claf er mwyn cwblhau'r ffurflen, at ddiben cynorthwyo credydwr i benderfynu pa gamau i'w cymryd pan fo gan y dyledwr broblem iechyd meddwl.

(4) Ni chaiff y contractwr, naill ai drosto'i hun neu drwy unrhyw berson arall, fynnu oddi wrth unrhyw un neu ragor o'i gleifion ffi na thaliad cydnabyddiaeth arall er ei fudd ei hun nac er budd person arall, na derbyn ffi na thaliad cydnabyddiaeth o'r fath, am baratoi neu ddarparu—

- (a) tystiolaeth bod yr unigolyn yn ddioddefwr cam-drin domestig, neu'n wynebu risg o fod yn ddioddefwr cam-drin domestig, y bwriedir iddi ategu cais gan yr unigolyn am wasanaethau cyfreithiol sifil, neu
- (b) unrhyw dystiolaeth arall bod yr unigolyn yn ddioddefwr cam-drin domestig, neu'n wynebu risg o fod yn ddioddefwr cam-drin domestig, sydd o ddisgrifiad a bennir mewn rheoliadau a wneir gan Weinidogion Cymru neu'r Ysgrifennydd Gwladol.

(5) Yn ddarostyngedig i baragraff (6)—

- (a) pan fo person—
 - (i) yn gwneud cais i gcontractwr am ddarpariaeth gwasanaethau unedig, a
 - (ii) yn honni ei fod ar restr y contractwr hwnnw ogleision, a
- (b) bod gan y contractwr amheuon rhesymol ynglŷn â honiad y person hwnnw,

rhaid i'r contractwr roi unrhyw driniaeth angenrheidiol i'r person hwnnw a chaiff fynnu a derbyn gan y person hwnnw ffi resymol yn unol â rheoliad 22(e).

- (a) the provision of any treatment whether under the contract or otherwise, or
- (b) any prescription or repeatable prescription for any drug, medicine or appliance,

except in the circumstances set out in regulation 22.

(3) The contractor must not, either for itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the patient's mental health, of—

- (a) the debt and mental health evidence form, or
- (b) any examination of the patient or of the patient's medical record in order to complete the form, the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

(4) The contractor must not, either for itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the preparation or provision of—

- (a) evidence that the individual is, or is at risk of being, a victim of domestic abuse which is intended to support an application by the individual for civil legal services, or
- (b) any other evidence that the individual is, or is at risk of being, a victim of domestic abuse which is of a description specified in regulations made by the Welsh Ministers or Secretary of State.

(5) Subject to paragraph (6), where—

- (a) a person—
 - (i) applies to a contractor for the provision of unified services, and
 - (ii) claims to be on that contractor's list of patients, and
- (b) the contractor has reasonable doubts about that person's claim,

the contractor must give any necessary treatment to that person and may demand and accept from that person a reasonable fee in accordance with regulation 22(e).

(6) Pan fo—

- (a) person y mae'r contractor wedi cael ffi ganddo o dan reoliad 22(e) yn gwneud cais i'r Bwrdd Iechyd Lleol am ad-daliad o fewn 14 o ddiwrnodau gan ddechrau â dyddiad talu'r ffi (neu o fewn unrhyw gyfnod hwy nad yw'n fwy na 4 wythnos fel y gall y Bwrdd Iechyd Lleol ei ganiatáu os yw wedi ei fodloni bod y methiant i wneud cais o fewn 14 o ddiwrnodau yn rhesymol), a
- (b) y Bwrdd Iechyd Lleol wedi ei fodloni bod y person hwnnw ar restr y contractor o gleifion pan gafodd y driniaeth ei rhoi,

caiff y Bwrdd Iechyd Lleol adenill sŵm y ffi oddi wrth y contractor, drwy ddidyniad o daliad cydnabyddiaeth y contractor neu fel arall, a rhaid iddo dalu'r sŵm a adenillir i'r person a dalodd y ffi.

(7) Wrth ddarparu gwasanaethau i gleifion o dan y contract, rhaid i'r contractor—

- (a) darparu gwybodaeth yngylch gwasanaethau y mae'n eu darparu heblaw o dan y contract, dim ond pan fo hynny'n briodol ac yn unol â'r cyfyngiad ar hysbysebu gwasanaethau preifat ym mharagraff 134 o Atodlen 3,
- (b) pan fo'n darparu gwybodaeth o'r fath, sicrhau bod yr wybodaeth a ddarperir yn deg ac yn gywir, ac
- (c) pan fo'r gwasanaethau eraill ar gael i'r claf fel rhan o'r gwasanaeth iechyd a sefydlwyd o dan adran 1(1) o'r Ddeddf (dyletswydd Gweinidogion Cymru i hybu gwasanaeth iechyd), roi gwybod i'r claf—
 - (i) bod y gwasanaethau ar gael felly,
 - (ii) am unrhyw dâl sy'n gymwys i'r gwasanaeth iechyd hwnnw ac, os nad oes tâl o'r fath yn gymwys, bod y gwasanaeth ar gael am ddim, a
 - (iii) sut i gael mynediad at y gwasanaeth iechyd hwnnw.

(8) Wrth wneud penderfyniad—

- (a) i atgyfeirio claf at wasanaethau eraill o dan y Ddeddf, neu
- (b) i ragnodi unrhyw gyffur, meddyginaeth neu gyfarpar i glaf,

rhaid i'r contractor wneud y penderfyniad hwnnw heb ystyried ei fuddiannau ariannol ei hun.

(9) Ni chaiff y contractor roi gwybod i gleifion fod rhaid i unrhyw bresgripsiwn ar gyfer unrhyw gyffur, meddyginaeth neu gyfarpar gael ei weinyddu gan y contractor neu gan berson y mae'r contractor yn gysylltiedig ag ef yn unig.

(6) Where—

- (a) a person from whom the contractor has received a fee under regulation 22(e) applies to the Local Health Board for a refund within 14 days beginning with the date of the payment of the fee (or within such longer period not exceeding 4 weeks as the Local Health Board may allow if it is satisfied that the failure to apply within 14 days was reasonable); and
- (b) the Local Health Board is satisfied that that person was on the contractor's list of patients when the treatment was given,

the Local Health Board may recover the amount of the fee from the contractor, by deduction from the contractor's remuneration or otherwise, and must pay the amount recovered to the person who paid the fee.

(7) The contractor must in the provision of services to patients under the contract—

- (a) provide information regarding services it provides otherwise than under the contract only where appropriate and in accordance with the restriction on advertising private services in paragraph 134 of Schedule 3,
- (b) where it does provide such information, ensure that the information provided is fair and accurate, and
- (c) where the other services are available to the patient as part of the health service established under section 1(1) of the Act (Welsh Ministers' duty to promote health service), to inform the patient—
 - (i) that the services are so available,
 - (ii) of any charge that applies to that health service and, if no such charge applies, that the service is free, and
 - (iii) how to access that health service.

(8) The contractor must in making a decision—

- (a) to refer a patient for other services under the Act, or
- (b) to prescribe any drug, medicine or appliance to a patient,

make that decision without regard to its own financial interests.

(9) The contractor must not inform patients that any prescription for any drug, medicine or appliance must be dispensed only by the contractor or by a person with whom the contractor is associated.

Amgylchiadau lle y caniateir codi ffioedd a thaliadau

22. Caiff y contractor fynnu neu dderbyn (yn uniongyrchol neu'n anuniongyrchol) ffi neu daliad cydnabyddiaeth arall—

- (a) gan unrhyw gorff statudol am wasanaethau a ddarperir at ddibenion swyddogaethau statudol y corff hwnnw;
- (b) gan unrhyw gorff, cyflogwr neu ysgol—
 - (i) am archwiliad meddygol arferol o bersonau y mae'r corff, y cyflogwr neu'r ysgol yn gyfrifol am eu lles, neu
 - (ii) am archwilio personau o'r fath at y diben o gynghori'r corff, y cyflogwr neu'r ysgol am unrhyw gamau gweinyddol y gallent eu cymryd;
- (c) am driniaeth nad yw'n wasanaethau meddygol sylfaenol neu'n ofynnol fel arall o dan y contract ac sy'n cael ei rhoi—
 - (i) mewn lle sy'n cael ei roi ar gael yn unol â darpariaethau paragraff 11 o Atodlen 5 i'r Ddeddf (lle a gwasanaethau i gleifion preifat), neu
 - (ii) mewn cartref nysio cofrestredig nad yw'n darparu gwasanaethau o dan y Ddeddf,

os yw'r person sy'n rhoi'r driniaeth, yn y naill achos neu'r llall, yn gwasanaethu ar staff ysbyty sy'n darparu gwasanaethau o dan y Ddeddf fel arbenigwr sy'n darparu triniaeth o'r math y mae ar y claf ei angen ac os yw'r contractor neu'r person sy'n darparu'r driniaeth, o fewn 7 niwrnod ar ôl rhoi'r driniaeth, yn rhoi i'r Bwrdd Iechyd Lleol, ar ffurflen a ddarperir gan y Bwrdd Iechyd Lleol at y diben hwnnw, unrhyw wybodaeth a all fod yn ofynnol gan y Bwrdd Iechyd Lleol;
- (d) o dan adran 158 o Ddeddf Traffig Ffyrd 1988 (tâl am driniaeth frys ar gyfer anafiadau traffig);
- (e) pan fo'r contractor yn trin claf o dan reoliad 21(5), ac yn yr achos hwnnw mae gan y contractor hawlogaeth i fynnu a derbyn ffi resymol (y gellir ei hadennill o dan amgylchiadau penodol o dan reoliad 21(6) am unrhyw driniaeth a roddir, os yw'r contractor yn rhoi derbynneb i'r claf;
- (f) am roi sylw i glaf ac archwilio claf (ond nid ei drin fel arall)—
 - (i) mewn gorsaf heddlu, ar gais y claf, mewn cysylltiad ag achos troseddol posibl yn erbyn y claf,

Circumstances in which fees and charges may be made

22. The contractor may demand or accept (directly or indirectly) a fee or other remuneration—

- (a) from any statutory body for services rendered for the purposes of that body's statutory functions;
- (b) from any body, employer or school for—
 - (i) a routine medical examination of persons for whose welfare the body, employer or school is responsible, or
 - (ii) examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;
- (c) for treatment which is not primary medical services or otherwise required under the contract and which is given—
 - (i) at accommodation made available in accordance with the provisions of paragraph 11 of Schedule 5 to the Act (accommodation and services for private patients), or
 - (ii) in a registered nursing home which is not providing services under the Act,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the Act as a specialist providing treatment of the kind the patient requires and if, within 7 days of giving the treatment, the contractor or the person providing the treatment supplies the Local Health Board, on a form provided by the Local Health Board for that purpose, with such information as the Local Health Board may require;
- (d) under section 158 of the Road Traffic Act 1988 (payment for emergency treatment of traffic casualties);
- (e) when the contractor treats a patient under regulation 21(5), in which case the contractor is entitled to demand and accept a reasonable fee (recoverable in certain circumstances under regulation 21(6) for any treatment given, if the contractor gives the patient a receipt);
- (f) for attending and examining (but not otherwise treating) a patient—
 - (i) at a police station, at the patient's request, in connection with possible criminal proceedings against the patient;

- (ii) at ddiben llunio adroddiad neu dystysgrif feddygol, ar gais sefydliad masnachol, addysgol neu nid-er-elw,
- (iii) at ddiben creu adroddiad meddygol sy'n ofynnol mewn cysylltiad â hawliad gwirioneddol neu hawliad posibl am ddigollediad gan y claf;
- (g) am driniaeth sy'n cynnwys imiwneiddiad nad oes tâl cydnabyddiaeth yn daladwy amdano gan y Bwrdd Iechyd Lleol ac y gofynnir amdano mewn cysylltiad â theithio dramor;
- (h) am archwiliad meddygol—
 - (i) i alluogi penderfyniad i gael ei wneud ynghylch pa un a yw'n annoeth ai peidio ar sail feddygol i berson wisgo gwregys diogelwch, neu
 - (ii) at ddiben creu adroddiad—
 - (aa) ynghylch damwain traffig ar y ffordd neu ymosodiad troseddol, neu
 - (bb) sy'n cynnig barn pa un a yw claf yn ffît i deithio;
 - (i) am brofi golwg person nad yw'r un o baragraffau (a), (b) nac (c) o dran 71(2) o'r Ddeddf (trefniadau ar gyfer gwasanaethau offthalmig cyffredinol) yn gymwys iddo (gan gynnwys oherwydd rheoliadau o dan adrannau 71(8) a (9) o'r Ddeddf).

Data Gweithgareddau ac Apwyntiadau

23.—(1) Rhaid i gcontract gynnwys teler sy'n ei gwneud yn ofynnol i gcontractwyr—

- (a) cynnal eu hapwyntiadau wedi eu mapio yn yr dran berthnasol yn y Porth Gwybodaeth Gofal Sylfaenol,
- (b) adolygu eu data cyflwyno o leiaf unwaith y mis,
- (c) sicrhau bod y categorïau wedi eu mapio yn gyfoes, a
- (d) sicrhau bod eu gweinydd bob amser wedi ei droi ymlaen, yn cael ei gynnal ac ar gael i alluogi'r feddalwedd berthnasol i echdynnu'r data.

(2) Rhaid i'r data ar weithgareddau ac apwyntiadau ar draws y Gydweithredfa Ymarfer Cyffredinol gael eu trafod yng nghyfarfodydd y Gydweithredfa Ymarfer Cyffredinol gan y cynrychiolwyr awdurdodedig o'r practisiau sy'n aelodau o'r Gydweithredfa Ymarfer Cyffredinol, gyda'r nod o ddatblygu mesurau ar draws y practisiau hynny sy'n aelodau i reoli'r galw a safoni arfer da, a phan fo'n briodol, ansawdd data.

- (ii) for the purpose of creating a medical report or certificate, at the request of a commercial, educational or not-for-profit organisation;
- (iii) for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the patient;
- (g) for treatment consisting of an immunisation for which no remuneration is payable by the Local Health Board and which is requested in connection with travel abroad;
- (h) for a medical examination—
 - (i) to enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt, or
 - (ii) for the purpose of creating a report—
 - (aa) relating to a road traffic accident or criminal assault, or
 - (bb) that offers an opinion as to whether a patient is fit to travel;
 - (i) for testing the sight of a person to whom none of paragraphs (a), (b) or (c) of section 71(2) of the Act (arrangements for general ophthalmic services) applies (including by reason of regulations under sections 71(8) and (9) of the Act).

Activity and Appointment Data

23.—(1) A contract must contain a term requiring contractors to—

- (a) maintain their mapped appointments in the relevant section of the Primary Care Information Portal;
- (b) review their submission data at least once a month;
- (c) ensure the mapped categories are up-to-date; and
- (d) ensure their server is at all times switched on, maintained and available to enable the relevant software to extract the data.

(2) The activity and appointment data across the GP Collaborative must be discussed at GP Collaborative meetings by the authorised representatives from the member practices comprising the GP Collaborative, with the aim of developing measures across those member practices to manage demand and standardise good practice and, where applicable, data quality.

Rheolau ar Setiau Data a Busnes

24. Rhaid i gcontract gynnwys teler sy'n ei gwneud yn ofynnol i gcontractwyr ddarparu data, pan fo hynny'n gymwys, yn unol â rheolau'r busnes a ddefnyddir o fewn y Fframwaith Sicrwydd.

Sicrhau'r contract

25.—(1) Rhaid i gcontract gynnwys, yn ychwanegol at y gofynion yn Atodlen 3, deler sy'n ei gwneud yn ofynnol i gcontractwyr ymgysylltu â'r Bwrdd Iechyd Lleol yn y prosesau a amlinellir yn y Fframwaith Sicrwydd cyhoedddegid diweddaraf—

- (a) drwy ddarparu datganiadau a data, neu hwyluso cyflenwi data, fel sy'n ofynnol er mwyn rheoli'r contract ac er mwyn bodloni gofynion sicrwydd y contract,
- (b) fel y bo'n ofynnol gan y Fframwaith Sicrwydd, drwy ymgysylltu â'r Bwrdd Iechyd Lleol ym mhrosesau adolygu ffurfiol y practis o'r contract a'r llywodraethu,
- (c) yn dilyn pob adolygiad practis ffurfiol o'r contract a'r llywodraethu, drwy lunio Cynllun Ymateb Practis i'r Contract a'r Fframwaith Llywodraethu i fynd i'r afael, o fewn cyfnod y cytunir arno, ag unrhyw bryderon a godwyd gan y Bwrdd Iechyd Lleol, a
- (d) os oes angen mynd i'r afael â phryderon drwy lefelau ysgol uwchgyfeirio'r Fframwaith Sicrwydd, drwy weithio'n gadarnhaol gyda'r Bwrdd Iechyd Lleol i ddatrys pryderon.

(2) Rhaid i gcontract gynnwys teler sy'n ei gwneud yn ofynnol i'r Bwrdd Iechyd Lleol ddilyn y prosesau ac ystyried yr egwyddorion a amlinellir yn y Fframwaith Sicrhau cyhoedddegid diweddaraf—

- (a) drwy ddefnyddio'r dangosyddion y cytunwyd arnynt yn genedlaethol yn y Fframwaith Sicrwydd ynghyd â'r asesiad hunan-adroddedig gan y contractwr, i nodi'r blaenoriaethau yn y broses sicrwydd contract a llywodraethu,
- (b) drwy bennu natur a dyfnder adolygiad ffurfiol y practis o'r contract a'r llywodraethu gan ystyried y blaenoriaethau a nodwyd yn y broses sicrwydd contract a llywodraethu,
- ,
- (c) drwy ymgysylltu a gweithio n gadarnhaol â'r contractwr i ddatrys pryderon,
- (d) drwy roi adborth ar lafar i'r contractwr yn ystod yr ymweliad, gan gynnwys unrhyw ofynion i'r contractwr fynd i'r afael ag unrhyw bryderon sy'n codi ar unwaith,

Dataset and Business Rules

24. A contract must contain a term requiring contractors to provide data, where applicable, in accordance with the business rules utilised within the Assurance Framework.

Contract assurance

25.—(1) A contract must contain, in addition to the requirements in Schedule 3, a term requiring contractors to engage with the Local Health Board in the processes outlined in the latest published Assurance Framework by—

- (a) providing returns and data, or facilitating the supply of data, as required for management of the contract and to satisfy contract assurance requirements,
- (b) as required by the Assurance Framework, engaging with the Local Health Board in formal contract and governance practice review processes,
- (c) following each formal contract and governance practice review, producing a Practice Contract and Governance Framework Response Plan to address within an agreed period any concerns raised by the Local Health Board, and
- (d) if concerns need to be addressed through the escalation ladder levels of the Assurance Framework, working positively with the Local Health Board to resolve concerns.

(2) A contract must contain a term requiring the Local Health Board to follow the processes and take account of the principles outlined in the latest published Assurance Framework by—

- (a) using the Assurance Framework's nationally agreed indicators together with the self-reported assessment from the contractor, to identify the priorities in the contract assurance and governance process,
- (b) determining the nature and depth of the formal contract and governance practice review taking account of the priorities identified in the contract assurance and governance process,
- (c) engaging and working positively with the contractor to resolve concerns,
- (d) giving verbal feedback to the contractor during the visit, including any requirements for the contractor to address any immediate concerns,

- (e) drwy anfon adborth ysgrifenedig mewn Adroddiad ar Ymweliad Contract a Llywodraethu at y contractwr o fewn 20 o ddiwrnodau gwaith ar ôl yr ymweliad,
- (f) drwy werthuso Cynllun Ymateb Practis i'r Contract a'r Fframwaith Llywodraethu o fewn 20 diwrnod gwaith ar ôl ei gael,
- (g) drwy gytuno ar unrhyw ddyddiad ar gyfer gwaith dilynol gyda'r contractwr, gan gynnwys adolygu pa un a gafodd unrhyw bryderon uniongyrchol sylw boddhaol, ac
- (h) drwy hysbysu'r contractwr os oes angen mynd i'r afael â phryderon drwy ddefnyddio lefelau ysgol uwchgyfeirio'r Fframwaith Sicrwydd.

Is-contractio

26. Rhaid i gcontract gynnwys telerau sy'n atal contractwr rhag is-contractio unrhyw un neu ragor o'i rwymedigaethau o dan y contract mewn perthynas â materion clinigol, neu faterion nad ydynt yn glinigol sy'n effeithio'n uniongyrchol ar gleifion, ac eithrio o dan yr amgylchiadau y darperir ar eu cyfer gan baragraff 76 o Atodlen 3.

Amrywio contractau

27.—(1) Yn ddarostyngedig i baragraff (2), dim ond o dan yr amgylchiadau y darperir ar eu cyfer yn Rhan 11 o Atodlen 3 y caniateir gwneud amrywiad neu ddiwygiad i'r contract.

(2) Nid yw paragraff (1) yn atal amrywio neu ddiwygio contract o dan yr amgylchiadau y darperir ar eu cyfer ym mharagraffau 76(8), 109, 110, 111 a 124 o Atodlen 3.

Terfynu contract

28.—(1) Dim ond fel y darperir ar ei gyfer gan Ran 11 o Atodlen 3 y caniateir terfynu contract.

(2) Rhaid i gcontract wneud darpariaeth addas ar gyfer y trefniadau sydd i gael effaith pan derfynir y contract, gan gynnwys canlyniadau dod â'r contract i ben (pa un ai'n ariannol neu fel arall).

(3) Rhaid i'r darpariaethau sy'n ymdrin â'r canlyniadau ariannol o derfynu gynnwys o leiaf ddarpariaethau sy'n cael yr effaith a bennir ym mharagraffau (4), (5), (6), (7) ac (8) a rhaid iddynt ddarparu bod y darpariaethau hynny i barhau ar ôl i'r contract gael ei derfynu.

(4) Yn ddarostyngedig i baragraffau (5), (6), (7) ac (8), mae rhwymedigaeth y Bwrdd Iechyd Lleol i wneud taliadau i'r contractwr yn unol â'r contract yn dod i ben ar ddyddiad terfynu'r contract.

- (e) sending written feedback in a Contract and Governance Visit Report to the contractor within 20 working days of the visit,
- (f) evaluating a Practice Contract and Governance Framework Response Plan within 20 working days of receipt,
- (g) agreeing any date for follow up with the contractor, including to review whether any immediate concerns had been addressed satisfactorily, and
- (h) notifying the contractor if concerns need to be addressed through use of the escalation ladder levels of the Assurance Framework.

Sub-contracting

26. A contract must contain terms which prevent a contractor from sub-contracting any of its obligations under the contract in relation to clinical matters, or non-clinical matters directly affecting patients, except in the circumstances provided for by paragraph 76 of Schedule 3.

Variation of contracts

27.—(1) Subject to paragraph (2), a variation of, or amendment to, the contract may only be made in the circumstances provided for in Part 11 of Schedule 3.

(2) Paragraph (1) does not prevent a variation of, or amendment to, a contract in the circumstances provided for in paragraphs 76(8), 109, 110, 111 and 124 of Schedule 3.

Termination of a contract

28.—(1) A contract may only be terminated as provided for by Part 11 of Schedule 3.

(2) A contract must make suitable provision for the arrangements which are to have effect on termination of the contract, including the consequences (whether financial or otherwise) of the contract ending.

(3) The provisions dealing with the financial consequences of termination must include at least provisions having the effect specified in paragraphs (4), (5), (6), (7) and (8) and must provide for those provisions to survive the termination of the contract.

(4) Subject to paragraphs (5), (6), (7) and (8), the Local Health Board's obligation to make payments to the contractor in accordance with the contract ceases on the date of termination of the contract.

(5) Ar derfyn y contract neu pan y'i terfynir am unrhyw reswm, rhaid i'r Bwrdd Iechyd Lleol gysoni'r taliadau a wnaed gan y Bwrdd Iechyd Lleol i'r contractwr a nodi i ba raddau y mae'r contractwr wedi cyflawni'r rhwymedigaethau o dan y contract y mae'r taliadau hynny yn ymwneud â hwy (a rhaid i'r Bwrdd Iechyd Lleol hefyd, os yw'r contractwr wedi terfynu'r contract yn unol â pharagraff 114 o Ran 11 o Atodlen 3 ond heb gyflawni ei rwymedigaethau o dan y contract drwy gydol y cyfnod hysbysu (neu unrhyw gyfnod byrrach y mae'r Bwrdd Iechyd Lleol a'r contractwr wedi cytuno arno yn ysgrifenedig), fod â hawlogaeth i adlewyrchu yn y cysoniad unrhyw gostau ychwanegol y mae'r Bwrdd Iechyd Lleol wedi mynd iddynt wrth sicrhau gwasanaethau eraill drwy gydol y cyfnod hysbysu hwnnw).

(6) Rhaid i'r Bwrdd Iechyd Lleol gyflwyno i'r contractwr fanylion ysgrifenedig y cysoniad cyn gynted ag y bo'n rhesymol ymarferol, a pha un bynnag, heb fod yn hwyrach nag 28 o ddiwrnodau ar ôl terfynu'r contract.

(7) Os yw'r contractwr yn dadlau cywirdeb y cysoniad, caiff y contractwr atgyfeirio'r anghydfod at weithdrefn datrys anghydfodau'r GIG o fewn 28 o ddiwrnodau gan ddechrau ar y dyddiad y cyflwynodd y Bwrdd Iechyd Lleol fanylion ysgrifenedig y cysoniad i'r contractwr. Bydd y penderfyniad hwnnw ar yr anghydfod yn rhwymo'r partion.

(8) Rhaid i bob parti dalu i'r parti arall unrhyw arian sy'n ddyledus o fewn 3 mis i'r dyddiad y cyflwynodd y Bwrdd Iechyd Lleol fanylion ysgrifenedig y cysoniad i'r contractwr, neu'r dyddiad y mae'r weithdrefn datrys anghydfodau'r GIG yn dod i ben, yn ôl y digwydd.

(9) Rhaid i'r darpariaethau sy'n ymdrin â chanlyniadau anariannol terfynu gynnwys o leiaf y darpariaethau ym mharagraffau (10) ac (11) a rhaid iddynt ddarparu bod y darpariaethau hynny i barhau ar ôl i'r contract gael ei derfynu.

(10) Rhaid i'r contract ddarparu nad yw terfynu'r contract, am ba reswm bynnag, yn rhagfarnu hawliau cronedig y naill barti na'r llall o dan y contract.

(11) Rhaid i'r contract ddarparu, pan derfynir y contract am unrhyw reswm, fod rhaid i'r contractwr—

- (a) yn ddarostyngedig i ofynion y paragraff (11) hwn, beidio â chyflawni unrhyw waith nac unrhyw rhwymedigaethau o dan y contract, i
- (b) cydweithredu â'r Bwrdd Iechyd Lleol o hwyluso'r gwaith o ymdrin ag unrhyw faterion sy'n weddill o dan y contract, neu ddod â materion o'r fath i ben yn fodhaol,

(5) On termination of the contract or termination for any reason, the Local Health Board must perform a reconciliation of the payments made by the Local Health Board to the contractor and the extent to which the contractor has performed the obligations under the contract to which those payments relate (and the Local Health Board must also, in the event that the contractor has terminated the contract pursuant to paragraph 114 of Part 11 of Schedule 3 but has not performed its obligations under the contract for the duration of the notice period (or such shorter period as the Local Health Board and contractor have agreed in writing), be entitled to reflect in the reconciliation any additional costs that the Local Health Board has incurred in securing alternative services for the duration of that notice period).

(6) The Local Health Board must serve the contractor with written details of the reconciliation as soon as reasonably practicable, and in any event no later than 28 days after the termination of the contract.

(7) If the contractor disputes the accuracy of the reconciliation, the contractor may refer the dispute to the NHS dispute resolution procedure within 28 days beginning on the date on which the Local Health Board served the contractor with written details of the reconciliation. That determination of the dispute is binding on the parties.

(8) Each party must pay the other any monies due within 3 months of the date on which the Local Health Board served the contractor with written details of the reconciliation, or the conclusion of the NHS dispute resolution procedure, as the case may be.

(9) The provisions dealing with the non-financial consequences of termination must include at least the provisions in paragraphs (10) and (11) and must provide for those provisions to survive the termination of the contract.

(10) The contract must provide that the termination of the contract, for whatever reason, is without prejudice to the accrued rights of either party under the contract.

(11) The contract must provide that on termination of the contract for any reason, the contractor must—

- (a) subject to the requirements of this paragraph (11), cease performing any work or carrying out any obligations under the contract,
- (b) co-operate with the Local Health Board to enable any outstanding matters under the contract to be dealt with or concluded in a satisfactory manner,

- (c) cydweithredu â'r Bwrdd Iechyd Lleol i hwyluso'r broses o drosglwyddo cleifion y contractwr i un neu ragor o gcontractwyr eraill neu ddarparwyr gwasanaethau unedig (neu ddarparwyr cyfatebol), y mae rhaid i hynny gynnwys—
 - (i) darparu gwybodaeth resymol am gleifion unigol, a
 - (ii) rhoi cofnodion cleifion, a
- (d) rhoi popeth sy'n eiddo i'r Bwrdd Iechyd Lleol i'r Bwrdd Iechyd Lleol gan gynnwys yr holl ddogfennau, ffurflenni, caledwedd a meddalwedd gyfrifiadurol, cyffuriau, cyfarpar neu offer meddygol a all fod ym meddiant neu o dan reolaeth y contractwr.

Telerau eraill yn y contract

29.—(1) Oni bai ei fod o fath neu natur nad yw darpariaeth benodol yn gymwys iddo neu iddi, rhaid i gcontract gynnwys telerau eraill sydd â'r un effaith â'r rhai a bennir yn Atodlen 3 ac eithrio paragraffau 45(5) i (9), 46(5) i (17), 106(5) i (14) a 107.

(2) Mae'r paragraffau a bennir ym mharagraff (1) yn cael effaith mewn perthynas â'r materion a nodir yn y paragraffau hynny.

RHAN 6

Swyddogaethau Pwyllgorau Meddygol Lleol

30.—(1) Swyddogaethau Pwyllgor Meddygol Lleol a ragnodir at ddibenion adran 54(7) o'r Ddeddf (Pwyllgorau Meddygol Lleol) yw—

- (a) ystyried unrhyw gŵyn a wneir iddo gan unrhyw ymarferydd meddygol yn erbyn ymarferydd meddygol a bennir ym mharagraff (2) sy'n darparu gwasanaethau o dan gcontract yn yr ardal berthnasol sy'n cynnwys unrhyw gwestiwn ynglŷn ag effeithlonrwydd y gwasanaethau hynny,
- (b) adrodd ar ganlyniad yr ystyriaeth ar unrhyw gŵyn o'r fath i'r Bwrdd Iechyd Lleol y delir y contract gydag ef mewn achosion pan fo'r ystyriaeth honno'n arwain at unrhyw bryderon ynglŷn ag effeithlonrwydd y gwasanaethau a ddarperir o dan gcontract,
- (c) gwneud trefniadau ar gyfer archwiliad meddygol i ymarferydd meddygol a bennir ym mharagraff (2), pan fo'r contractwr neu'r Bwrdd Iechyd Lleol yn pryderu bod yr ymarferydd meddygol yn methu darparu

- (c) co-operate with the Local Health Board to enable the contractor's patients to be transferred to one or more other contractors or providers of unified services (or their equivalent), which must include—
 - (i) providing reasonable information about individual patients, and
 - (ii) delivering patient records to such other appropriate person or persons as the Local Health Board specifies, and
- (d) deliver up to the Local Health Board all property belonging to the Local Health Board including all documents, forms, computer hardware and software, drugs, appliances or medical equipment which may be in the contractor's possession or control.

Other contractual terms

29.—(1) A contract must, unless it is of a type or nature to which a particular provision does not apply, contain, other terms which have, the same effect as those specified in Schedule 3 except paragraphs 45(5) to (9), 46(5) to (17), 106(5) to (14), and 107.

(2) The paragraphs specified in paragraph (1) have effect in relation to the matters set out in those paragraphs.

PART 6

Functions of Local Medical Committees

30.—(1) The functions of a Local Medical Committee which are prescribed for the purposes of section 54(7) of the Act (Local Medical Committees) are—

- (a) the consideration of any complaint made to it by any medical practitioner against a medical practitioner specified in paragraph (2) providing services under a contract in the relevant area involving any question of the efficiency of those services,
- (b) the reporting of the outcome of the consideration of any such complaint to the Local Health Board with whom the contract is held in cases where that consideration gives rise to any concerns relating to the efficiency of services provided under a contract,
- (c) the making of arrangements for the medical examination of a medical practitioner specified in paragraph (2), where the contractor or the Local Health Board is concerned that the medical practitioner is incapable of adequately providing services

- gwasanaethau o dan y contract yn ddigonol a'i fod yn gofyn am hyn gyda chytundeb yr ymarferydd meddygol dan sylw, a
- (d) ystyried yr adroddiad ar unrhyw archwiliad meddygol a drefnir yn unol ag is-baragraff (c) a llunio adroddiad ysgrifenedig ynghylch gallu'r ymarferydd meddygol i ddarparu gwasanaethau yn ddigonol o dan y contract i'r ymarferydd meddygol dan sylw, i'r contractwr ac i'r Bwrdd Iechyd Lleol y mae'r contractwr yn dal contract gydag ef.
- (2) Mae'r ymarferydd meddygol y cyfeirir ato ym mharagraff (1)(a) ac (c) yn ymarferydd meddygol sydd—
- (a) yn gcontractwr,
 - (b) yn un o ddau neu ragor o bersonau yn ymarfer mewn partneriaeth sy'n dal contract, neu
 - (c) yn gyfranddaliwr cyfreithiol a llesiannol mewn cwmni sy'n gyfyngedig drwy gyfrannau ac sy'n dal contract.
- (3) Yn y rheoliad hwn, ystyr "yr ardal berthnasol" yw'r ardal y mae'r Pwyllgor Meddygol Lleol wedi ei ffurfio ar ei chyfer.

RHAN 7

Darpariaeth drosiannol gyffredinol ac arbediad, diwygiadau canlyniadol a dirymiadau

Darpariaeth drosiannol gyffredinol ac arbediad

- 31.**—(1) Mae'r rheoliad hwn yn gymwys i'r canlynol—
- (a) arfer unrhyw un neu ragor o'i swyddogaethau gan y Bwrdd Iechyd Lleol o dan Reoliadau 2004 cyn y dyddiad cychwyn, a
 - (b) unrhyw hawliau neu atebolrwyddau sydd gan y Bwrdd Iechyd Lleol mewn cysylltiad ag arfer unrhyw un neu ragor o'i swyddogaethau o dan Reoliadau 2004.

(2) Yn ddarostyngedig i baragraff (4), mae unrhyw weithred neu anweithred ynglŷn â chontract yr oedd Rheoliadau 2004 yn gymwys iddo yn union cyn y dyddiad cychwyn mewn cysylltiad ag unrhyw un neu ragor o'r materion a Bennir ym mharagraff (1), i'w thrin fel gweithred neu anweithred ynglŷn â chontract y mae'r Rheoliadau hyn yn gymwys iddo.

(3) Yn ddarostyngedig i baragraff (4), mae unrhyw beth sydd, cyn y dyddiad cychwyn, wedi ei wneud neu wrthi'n cael ei wneud o dan Reoliadau 2004 ynglŷn â chontract yr oedd Rheoliadau 2004 yn gymwys iddo yn union cyn y dyddiad hwnnw mewn cysylltiad ag

under the contract and it so requests with the agreement of the medical practitioner concerned, and

(d) the consideration of the report of any medical examination arranged in accordance with subparagraph (c) and the making of a written report as to the capability of the medical practitioner of adequately providing services under the contract to the medical practitioner concerned, the contractor and the Local Health Board with whom the contractor holds a contract.

(2) The medical practitioner referred to in paragraph (1)(a) and (c) is a medical practitioner who is—

- (a) a contractor,
- (b) one of two or more persons practising in partnership which holds a contract, or
- (c) both a legal and beneficial shareholder in a company limited by shares which holds a contract.

(3) In this regulation, "the relevant area" means the area for which the Local Medical Committee is formed.

PART 7

General transitional provision and saving, consequential amendments and revocations

General transitional provision and saving

31.—(1) This regulation applies to—

- (a) the exercise by the Local Health Board of any of its functions under the 2004 Regulations before the commencement date, and
- (b) any rights or liabilities of the Local Health Board in respect of the exercise of any of its functions under the 2004 Regulations.

(2) Subject to paragraph (4), any act or omission concerning a contract to which the 2004 Regulations applied immediately before the commencement date in respect of any of the matters specified in paragraph (1), is to be treated as an act or omission concerning a contract to which these Regulations apply.

(3) Subject to paragraph (4), anything which, before the commencement date, is done or is in the process of being done under the 2004 Regulations concerning a contract to which the 2004 Regulations applied immediately before that date in respect of any of the

unrhyw un neu ragor o'r materion a bennir ym mharagraff (1), i'w drin fel pe bai wedi ei wneud neu wrthi'n cael ei wneud o dan y Rheoliadau hyn.

(4) Er gwaethaf paragraffau (2) a (3) a'r dirymiadau y darperir ar eu cyfer yn Atodlen 6, pan fo Rheoliadau 2004 yn cynnwys darpariaeth nad oes darpariaeth gyfatebol ar ei chyfer yn y Rheoliadau hyn ("y ddarpariaeth berthnasol"), mae Rheoliadau 2004, fel yr oeddent mewn grym yn union cyn y dyddiad cychwyn, i barhau i fod yn gymwys i'r graddau sy'n angenrheidiol at ddibenion—

- (a) cadw unrhyw hawliau a roddwyd neu atebolrwyddau a gronnyd gan neu o dan y ddarpariaeth berthnasol, neu
- (b) asesu neu benderfynu ar unrhyw hawliau neu atebolrwyddau sy'n codi o dan y ddarpariaeth berthnasol neu yn unol â'r ddarpariaeth berthnasol.

(5) Yn y rheoliad hwn—

mae "contract" ("contract") yn cynnwys unrhyw gcontract yr oedd Rheoliadau 2004 yn gymwys iddo yn union cyn y dyddiad cychwyn y darparwyd gwasanaethau meddygol odano cyn y dyddiad cychwyn (pa un a oedd y gwasanaethau hynny'n parhau i gael eu darparu ar ôl y dyddiad hwnnw ai peidio);

ystyr "y dyddiad cychwyn" ("the commencement date") yw'r dyddiad y daw'r Rheoliadau hyn i rym.

Diwygiadau canlyniadol

32. Mae Atodlen 5 yn gwneud darpariaeth mewn cysylltiad â'r diwygiadau i is-ddeddfwriaeth o ganlyniad i'r Rheoliadau hyn yn dod i rym.

Dirymu

33. Mae Atodlen 6 yn gwneud darpariaeth mewn cysylltiad â dirymu'r deddfiadau a bennir.

matters specified in paragraph (1), is to be treated as if done or in the process of being done under these Regulations.

(4) Notwithstanding paragraphs (2) and (3) and the revocations provided for in Schedule 6, where the 2004 Regulations contain a provision for which there is no equivalent provision in these Regulations ("the relevant provision"), the 2004 Regulations, as they were in force immediately before the commencement date, are to continue to apply to the extent necessary for the purposes of—

- (a) preserving any rights conferred or liabilities accrued by or under the relevant provision, or
- (b) the assessment or determination of any rights or liabilities arising under or in accordance with the relevant provision.

(5) In this regulation—

"the commencement date" ("y dyddiad cychwyn") means the date on which these Regulations come into force; and

"contract" ("contract") includes any contract to which the 2004 Regulations applied immediately before the commencement date under which medical services were provided before the commencement date (whether or not such services continued to be provided after that date).

Consequential amendments

32. Schedule 5 makes provision in respect of the amendments to secondary legislation which are consequential upon the coming into force of these Regulations.

Revocations

33. Schedule 6 makes provision in respect of the revocation of the enactments specified.

Eluned Mogan

Y Gweinidog Iechyd a Gwasanaethau Cymdeithasol,
un o Weinidogion Cymru
1 Medi 2023

Minister for Health and Social Services, one of the
Welsh Ministers
1 September 2023

**Rhestr o Dystysgrifau Meddygol
Rhagnodedig**

Tabl 1

<i>Disgrifiad o'r dystysgrif feddygol</i>	<i>Deddfiad y dystysgrif yn ofynnol odano neu at ei ddiben</i>
1. I ategu hawliad neu i sicrhau taliad naill ai'n bersonol neu drwy ddirprwy; i brofi analluedd i weithio neu i hunan-gynorthwyo at ddibenion dyfarniad gan yr Ysgrifennydd Gwladol; neu i alluogi dirprwy i godi pensiynau etc.	Deddf Tâl a Phensiynau'r Llynges a'r Môr 1865 Deddf yr Awyrlu (Cyfansoddiad) 1917 Deddf Pensiynau (y Llynges, y Fyddin, yr Awyrlu a'r Llynges Fasnachol) 1939 Deddf Anafiadau Personol (Darpariaethau Brys) 1939 Deddf Gweinyddu Nawdd Cymdeithasol 1992 Deddf Cyfraniadau a Budd-daliadau Nawdd Cymdeithasol 1992 Deddf Nawdd Cymdeithasol 1998
2. I sefydlu bod menyw yn feichiog at ddiben sicrhau bwyddydd lles	Adran 13 o Ddeddf Nawdd Cymdeithasol 1988 (budd-daliadau o dan gynlluniau ar gyfer gwella maeth: menywod beichiog, mamau a phlant)
3. I sicrhau bod marwenedigaeth yn cael ei chofrestru	Adran 11 o Ddeddf Cofrestru Genedigaethau a Marwolaethau 1953 (darpariaeth arbennig o ran cofrestru marwenedigaeth)
4. I alluogi gwneud taliad i sefydliad neu berson arall yn achos anhwylder meddwl personau sydd â hawlogaeth i gael taliad o gronfeydd cyhoeddus	Adran 142 o Ddeddf Iechyd Meddwl 1983 (tâl, pensiynau etc., pobl ag anhwylder meddwl)

List of Prescribed Medical Certificates

Table 1

<i>Description of medical certificate</i>	<i>Enactment under or for the purpose of which certificate required</i>
1. To support a claim or to obtain payment either personally or by proxy; to prove incapacity to work or for self-support for the purposes of an award by the Secretary of State; or to enable proxy to draw pensions etc.	Naval and Marine Pay and Pensions Act 1865
	Air Force (Constitution) Act 1917
	Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939
Deddf Anafiadau Personol (Darpariaethau Brys) 1939	Personal Injuries (Emergency Provisions) Act 1939
Deddf Gweinyddu Nawdd Cymdeithasol 1992	Social Security Administration Act 1992
Deddf Cyfraniadau a Budd-daliadau Nawdd Cymdeithasol 1992	Social Security Contributions and Benefits Act 1992
Deddf Nawdd Cymdeithasol 1998	Social Security Act 1998
2. To establish pregnancy for the purpose of obtaining welfare foods	Section 13 of the Social Security Act 1988 (benefits under schemes for improving nutrition: pregnant women, mothers and children)
3. To secure registration of still-birth	Section 11 of the Births and Deaths Registration Act 1953 (special provision as to registration of still-birth)
4. To enable payment to be made to an institution or other person in case of mental disorder of persons entitled to payment from public funds	Section 142 of the Mental Health Act 1983 (pay, pensions etc., of mentally disordered persons)

5. I sefydlu anaddasrwydd i wasanaethu ar reithgor	Deddf Rhei	5. To establish unfitness for jury service	Juries Act 1974
6. I ategu cais hwyr i berson gael ei adfer mewn cyflogaeth sifil neu i hysbysu nad yw person ar gael i ymgymryd â chyflogaeth oherwydd salwch	Deddf Lluoedd Wrth Gefn (Diogelu Cyflogaeth) 1985	6. To support late application for reinstatement in civil employment or notification of non-availability to take up employment owing to sickness	Reserve Forces (Safeguarding of Employment) Act 1985
7. I alluogi cofrestru person fel pleidleisiwr absennol ar sail analluedd corfforol	Deddf Cynrychiolaeth y Bobl 1983	7. To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1983
8. I ategu ceisiadau am dystysgrifau sy'n rhoi esemtiaid rhag taliadau mewn cysylltiad â chyffuriau	Deddf y Gwasanaeth Iechyd Gwladol 2006	8. To support applications for certificates conferring exemption from charges in respect of drugs	National Health Serv Act 2006
9. I ategu hawliad gan neu ar ran person sydd â nam difrifol ar ei feddwl am esemtiaid rhag atebolrwydd i dalu'r Dreth Gyngor neu am gymhwystra i gael gostyngiad mewn perthynas â swm y Dreth Gyngor sy'n daladwy	Deddf Cyllid Llywodraeth Leol 1992	9. To support a claim by or on behalf of a severely mentally impaired person for exemption from liability to pay the Council Tax or eligibility for a discount in respect of the amount of Council Tax payable	Local Government Finance Act 1992

ATODLEN 2 Rheoliad 17

Manylion pellach ynghylch Gwasanaethau Unedig penodol

Sgrinio serfigol

- 1.—(1) Rhaid i gcontractwr—
- (a) darparu'r holl wasanaethau a ddisgrifir yn is-baragraff (2), a
 - (b) gwneud y cofnodion a bennir yn is-baragraff (4) yng nghofnod y claf a gedwir yn unol â pharagraff 79 o Atodlen 3.
- (2) Y gwasanaethau y cyfeirir atynt yn is-baragraff (1)(a) yw—
- (a) darparu unrhyw wybodaeth a chyngor angenrheidiol i gynorthwyo cleifion perthnasol i wneud penderfyniad gwybodus ynghylch cymryd rhan yn Rhaglen Sgrinio Serfigol Cymru a gynhelir gan Ymddiriedolaeth GIG Iechyd Cyhoeddus Cymru (y "Rhaglen"),

SCHEDULE 2 Regulation 17

Further details about specific Unified Services

Cervical screening

- 1.—(1) A contractor must—
- (a) provide all the services described in sub-paragraph (2), and
 - (b) make the records specified in sub-paragraph (4) within the patient's record kept in accordance with paragraph 78 of Schedule 3.
- (2) The services referred to in sub-paragraph (1)(a) are—
- (a) the provision of any necessary information and advice to assist relevant patients in making an informed decision as to participation in the Cervical Screening Wales Programme undertaken by Public Health Wales NHS Trust (the "Programme"),

- (b) cyflawni profion sgrinio serfigol ar bobl sydd wedi cytuno i gymryd rhan yn y Rhaglen honno,
- (c) trefnu i bobl gael gwybod am ganlyniadau eu prawf, a
- (d) sicrhau bod canlyniadau profion yn cael eu dilyn fel y bo'n glinigol briodol.

(3) At ddibenion is-baragraff (2)(a) ystyr “cleifion perthnasol” yw cleifion ar restr y contractwr o gleifion sydd wedi eu dynodi gan Ymddiriedolaeth GIG Iechyd Cyhoeddus Cymru fel ymgeiswyr addas i gael prawf sgrinio serfigol.

(4) Y cofnodion y cyfeirir atynt ym mharagraff (1)(b) yw—

- (a) cofnod manwl gywir o'r prawf sgrinio serfigol a gynhelir, a
- (b) canlyniad unrhyw brawf a gynhelir, ac
- (c) unrhyw ofynion clinigol dilynol.

Gwyliadwriaeth iechyd plant

2.—(1) Mewn cysylltiad ag unrhyw blentyn o dan 5 oed y mae ganddo gyfrifoldeb amdano o dan y contract, rhaid i gontractwr—

- (a) darparu'r holl wasanaethau a ddisgrifir yn is-baragraff (2), heblaw unrhyw archwiliad a ddisgrifir felly y mae rhiant yn gwrthod caniatáu i'w blentyn ei gael, tan y dyddiad y mae'r plentyn yn cyrraedd 5 oed, a
- (b) cynnal y cofnodion a bennir yn is-baragraff (3).

(2) Y gwasanaethau y cyfeirir atynt yn is-baragraff (1)(a) yw—

- (a) monitro iechyd, llesiant a datblygiad corfforol, meddyliol a chymdeithasol (y cyfeirir atynt gyda'i gilydd yn y paragraff hwn fel “datblygiad”) plentyn o dan 5 oed gyda'r bwriad o ganfod unrhyw wyriadau oddi wrth ddatblygiad arferol—
 - (i) drwy ystyried unrhyw wybodaeth ynghylch y plentyn sy'n dod i law'r contractwr neu sy'n dod i law ar ei ran, a
 - (ii) ar unrhyw achlysur pan archwilar y plentyn neu pan arsylwir ar y plentyn gan y contractwr neu ar ei ran (boed yn unol â pharagraff (b) neu fel arall);
- (b) archwilio plentyn mor aml ag y cytunir gyda'r Bwrdd Iechyd Lleol yn unol â'r rhaglen seiliedig ar dystiolaeth y cytunwyd arni'n genedlaethol ac a nodwyd yn y canllawiau clinigol diweddaraf mewn perthynas ag Archwiliadau Corfforol ar gyfer Babanod a Babanod Newydd-anedig Cymru, a chaiff y

- (b) performing cervical screening tests on people who have agreed to participate in that Programme,
- (c) arranging for people to be informed of the results of their test, and
- (d) ensuring that test results are followed up as clinically appropriate.

(3) For the purposes of sub-paragraph 2(a) “relevant patients” means patients on the contractor's patient list who have been identified by Public Health Wales NHS Trust as suitable candidates for a cervical screening test.

(4) The records referred to in paragraph (1)(b) are—

- (a) an accurate record of the cervical screening test undertaken, and
- (b) the result of any test undertaken, and
- (c) any clinical follow up requirements.

Child health surveillance

2.—(1) A contractor must in respect of any child under the age of 5 for whom it has responsibility under the contract—

- (a) provide all the services described in sub-paragraph (2), other than any examination so described which a parent refuses to allow their child to undergo, until the date on which the child attains 5 years of age, and
- (b) maintain the records specified in sub-paragraph (3).

(2) The services referred to in sub-paragraph (1)(a) are—

- (a) the monitoring of the health, well-being and physical, mental and social development (which together are referred to in this paragraph as “development”) of a child under 5 years of age with a view to detecting any deviations from normal development—
 - (i) by the consideration of any information concerning the child received by or on behalf of the contractor, and
 - (ii) on any occasion when the child is examined or observed by or on behalf of the contractor (whether pursuant to paragraph (b) or otherwise);
- (b) the examination of a child at a frequency that has been agreed with the Local Health Board in accordance with the nationally agreed evidence based programme set out in the latest clinical guidance in relation to the Newborn and Infant Physical Examination Cymru, and the Local Health Board or the

Bwrdd Iechyd Lleol neu'r contractwr ofyn barn y Pwyllgor Meddygol Lleol perthnasol cyn dod i gytundeb ar amlder priodol yr archwiliadau hyn.

(3) Rhaid i'r cofnodion a bennir at ddibenion is-baragraff (1)(b) fod yn gofnod manwl gywir o'r canlynol—

- (a) datblygiad y plentyn tra bo o dan 5 mlwydd oed, wedi ei lunio cyn gynted ag y bo'n rhesymol ymarferol yn dilyn archwiliad cyntaf y plentyn hwnnw a, pan fo'n briodol, wedi ei ddiwygio yn dilyn pob archwiliad dilynol, a
- (b) yr ymatebion (os oes ymatebion o gwbl) i gynigion a wnaed i riant y plentyn i'r plentyn gael unrhyw archwiliad y cyfeirir ato yn is-baragraff (2)(b).

Brechu ac imiwneiddio yn ystod plentyndod

3.—(1) Rhaid i gontractwr gydymffurfio â'r gofynion yn is-baragraffau (2) a (3).

(2) Rhaid i'r contractwr—

- (a) cynnig darparu i blant bob brechiad ac imiwneiddiad o fath ac o dan yr amgylchiadau a bennir yn yr Atodiad perthnasol i Ddatganiad ar Hawlogaethau Ariannol y GMC;
- (b) darparu gwybodaeth a chyngor priodol i gleifion a, pan fo'n briodol, i'w rhieni, am y brechiadau a'r imiwneiddiadau hynny;
- (c) cofnodi yng nghofnod y claf a gedwir yn unol â pharagraff 78 o Atodlen 3 unrhyw benderfyniad i wrthod y cynnig y cyfeirir ato ym mharagraff (a);
- (d) pan dderbynir y cynnig, rhoi'r brechiadau a'r imiwneiddiadau a chynnwys yng nghofnod y claf a gedwir yn unol â pharagraff 78 o Atodlen 3—
 - (i) enw'r person a roddodd gydsyniad i'r brechiad neu'r imiwneiddiad a pherthynas y person hwnnw â'r claf,
 - (ii) rhifau'r sypiau, y dyddiad dod i ben ac enw'r brechlyn,
 - (iii) dyddiad rhoi'r brechiadau a'r imiwneiddiadau,
 - (iv) mewn achos pan fo dau frechlyn yn cael eu rhoi y naill yn fuan ar ôl y llall, llwybr rhoi'r brechlynau a safle pigiad y naill frechlyn a'r llall,
 - (v) unrhyw wrtharwyddion yn erbyn y brechiad neu'r imiwneiddiad, a

contractor may seek the views of the relevant Local Medical Committee prior to reaching agreement on the appropriate frequency of such examinations.

(3) The records specified for the purposes of sub-paragraph (1)(b) must be an accurate record of—

- (a) the development of the child while under 5 years of age, compiled as soon as is reasonably practicable following the first examination of that child and, where appropriate, amended following each subsequent examination, and
- (b) the responses (if any) to offers made to the child's parent for the child to undergo any examination referred to in sub-paragraph (2)(b).

Childhood vaccinations and immunisations

3.—(1) A contractor must comply with the requirements in sub-paragraphs (2) and (3).

(2) The contractor must—

- (a) offer to provide to children all vaccinations and immunisations of a type and in the circumstances specified in the relevant Annex of the GMS Statement of Financial Entitlements;
- (b) provide appropriate information and advice to patients and, where appropriate, their parents, about such vaccinations and immunisations;
- (c) record in the patient's record kept in accordance with paragraph 78 of Schedule 3 any refusal of the offer referred to in paragraph (a);
- (d) where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with paragraph 78 of Schedule 3—
 - (i) the name of the person who gave consent to the vaccination or immunisation and that person's relationship to the patient,
 - (ii) the batch numbers, expiry date and title of the vaccine,
 - (iii) the date of administration,
 - (iv) in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine,
 - (v) any contra-indications to the vaccination or immunisation, and

- (vi) unrhyw adweithiau niweidiol i'r brechiad neu'r imiwneiddiad.
- (3) Rhaid i'r contractor sicrhau bod yr holl staff sy'n rhan o roi brechlynnau wedi eu hyfforddi i adnabod anaffylacsis a rhoi'r driniaeth gychwynnol ar ei gyfer a bod eu gwybodaeth yn cael ei chadw'n gyfredol.
- ### Gwasanaethau atal cenhedlu
4. Rhaid i contractor roi'r gwasanaethau hynny a ddisgrifir yn is-baragraffau (a) i (g) ar gael i bob un o'i gleifion sy'n gofyn amdanwynt—
- (a) rhoi cyngor ynghylch yr ystod lawn o ddulliau atal cenhedlu,
 - (b) pan fo'n briodol, archwiliad meddygol i gleifion sy'n gofyn am gyngor o'r fath,
 - (c) trin cleifion o'r fath at ddibenion atal cenhedlu a rhagnodi sylweddau a chyfarpar atal cenhedlu (ac eithrio gosod a mewnblannu dyfeisiau a mewnblaniadau yn y groth),
 - (d) rhoi cyngor am atal cenhedlu brys a phan fo'n briodol, cyflenwi neu ragnodi dulliau atal cenhedlu hormonaidd brys neu, pan fo gan y contractor wrthwynebiad cydwybodol i ddulliau atal cenhedlu brys, atgyfeirio'n brydlon at ddarparwr arall gwasanaethau meddygol sylfaenol nad oes ganddo wrthwynebiad cydwybodol o'r fath,
 - (e) darparu cyngor ac atgyfeiriad mewn achosion lle y ceir beichiogrwydd heb ei gynllunio neu feichiogrwydd digroeso, gan gynnwys cyngor bod profion beichiogrwydd am ddim ar gael yn yr ardal practis a, pan fo'n briodol, pan fo gan y contractor wrthwynebiad cydwybodol i derfynu beichiogrwydd, atgyfeirio'n brydlon at ddarparwr arall gwasanaethau meddygol sylfaenol nad oes ganddo wrthwynebiad cydwybodol o'r fath,
 - (f) rhoi cyngor cychwynnol am hybu iechyd rhywiol ac am heintiau a drosglwyddir yn rhywiol, ac
 - (g) atgyfeirio yn ôl yr angen ar gyfer gwasanaethau iechyd rhywiol arbenigol, gan gynnwys pecynnau profi gartref neu becynnau hunan-brofi ar gyfer heintiau a drosglwyddir yn rhywiol.
- (vi) any adverse reactions to the vaccination or immunisation.
- (3) The contractor must ensure that all staff involved in administering vaccines are trained and their knowledge kept up to date in the recognition and initial treatment of anaphylaxis.

Contraceptive services

4. A contractor must make available to all its patients who so request them, those services described in subparagraphs (a) to (g)—
- (a) the giving of advice about the full range of contraceptive methods,
 - (b) where appropriate, the medical examination of patients seeking such advice,
 - (c) the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants),
 - (d) the giving of advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the contractor has a conscientious objection to emergency contraception, prompt referral to another provider of primary medical services who does not have such conscientious objections,
 - (e) the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the practice area and, where appropriate, where the contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services who does not have such conscientious objections,
 - (f) the giving of initial advice about sexual health promotion and sexually transmitted infections, and
 - (g) the referral as necessary for specialist sexual health services, including home testing or self-testing kits for sexually transmitted infections.

Gwasanaethau meddygol mamolaeth

5.—(1) Rhaid i gcontractwr ddarparu'r holl wasanaethau meddygol mamolaeth angenrheidiol i'r canlynol—

- (a) cleifion sydd wedi cael diagnosis o feichiogrwydd drwy gydol y cyfnod cynenedigol;
- (b) cleifion a'u babanod drwy gydol y cyfnod ôl-enenedigol, heblaw gwiriadau newydd-anedig;
- (c) cleifion y mae eu beichiogrwydd wedi terfynu o ganlyniad i gamesgoriad neu erthyliad neu, pan fo gan y contractwr wrthwynebiad cydwybodol i derfynu beichiogrwydd, rhaid i'r contractwr atgyfeirio'r claf yn brydlon at ddarparwr arall gwasanaethau meddygol sylfaenol nad oes gando wrthwynebiad cydwybodol o'r fath.

(2) Yn y paragraff hwn—

ystyr "cyfnod cynenedigol" ("antenatal period") yw'r cyfnod rhwng dechrau'r beichiogrwydd a dechrau esgor;

ystyr "cyfnod ôl-enenedigol" ("postnatal period") yw'r cyfnod sy'n dechrau â diwedd esgoriad y babi neu ryddhau'r claf o'r gwasanaethau gofal eilaidd, pa un bynnag yw'r olaf, ac sy'n gorffen gyda'r 14eg diwrnod ar ôl yr enedigaeth;

ystyr "gwasanaethau meddygol mamolaeth" ("maternity medical services") yw—

- (a) mewn perthynas â chleifion (heblaw babanod) yr holl wasanaethau meddygol sylfaenol sy'n ymwneud â beichiogrwydd, ac eithrio gofal yn ystod yr esgor, a
- (b) mewn perthynas â babanod, unrhyw wasanaethau meddygol sylfaenol sy'n angenrheidiol i'w 14 o ddiwrnodau cyntaf o fywyd;

ystyr "gwiriad newydd-anedig" ("neonatal check") yw archwilio'r babi yn y mis cyntaf ar ôl ei eni.

Mân lawdriniaeth

6. Rhaid i gcontractwr—

- (a) trefnu bod rhew-serio, ciwretio a serio dafadennau, ferwcau a briwiau eraill y croen, pan fo'n glinigol briodol, ar gael i gleifion, a
- (b) sicrhau bod ei gofnod o unrhyw driniaeth a ddarperir o dan y paragraff hwn yn cynnwys—
 - (i) manylion y fân lawdriniaeth a ddarparwyd i'r claf, a
 - (ii) cydsyniad y claf i'r driniaeth honno.

Maternity medical services

5.—(1) A contractor must provide all the necessary maternity medical services to—

- (a) patients who have been diagnosed as pregnant throughout the antenatal period;
- (b) patients and their babies throughout the postnatal period, other than neonatal checks;
- (c) patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the contractor has a conscientious objection to the termination of pregnancy, the contractor must promptly refer the patient to another provider of primary medical services who does not have such conscientious objections.

(2) In this paragraph—

"antenatal period" ("cyfnod cynenedigol") means the period from the start of the pregnancy to the onset of labour;

"maternity medical services" ("gwasanaethau meddygol mamolaeth") means—

- (a) in relation to patients (other than babies) all primary medical services relating to pregnancy, excluding intra partum care; and
- (b) in relation to babies, any primary medical services necessary to their first 14 days of life;

"neonatal check" ("gwiriad newydd-anedig") means the examination of the baby in the first month after birth;

"postnatal period" ("cyfnod ôl-enenedigol") means the period beginning with the conclusion of delivery of the baby or the patient's discharge from secondary care services, whichever is the later, and ending with the 14th day after the birth.

Minor surgery

6. A contractor must—

- (a) make available to patients, cryocautery, curettage and cautery of warts, verrucae and other skin lesions where clinically appropriate, and
- (b) ensure that its record of any treatment provided under this paragraph includes—
 - (i) details of the minor surgery provided to the patient, and
 - (ii) the consent of the patient to that treatment.

Brechu ac imiwneiddio

7.—(1) Rhaid i gcontractwr—

- (a) cynnig rhoi neu ddarparu i gleifion bob brechiad ac imiwneiddiad o fath ac o dan yr amgylchiadau a bennir yn yr Atodiad perthnasol i Ddatganiad ar Hawlogaethau Ariannol y GMC ac a gyllidir o dan y swm craidd;
- (b) darparu gwybodaeth a chyngor priodol i gleifion a, pan fo'n briodol, i rieni cleifion, am y brechiadau a'r imiwneiddiadau hyn;
- (c) mewn perthynas â chleifion heblaw plant a chan gymryd i ystyriaeth amgylchiadau unigol y claf, ystyried—
 - (i) pa un a ddylai'r imiwneiddiad gael ei roi gan y contractwr ynteu gan broffesiynolyn gofal iechyd sydd wedi ei gyflogi neu ei gymryd ymlaen gan y contractwr, neu
 - (ii) pa un a ddylid darparu ffurflen bresgripsiwn er mwyn i'r claf roi'r imiwneiddiad iddo'i hun;
- (d) cofnodi yng nghofnod y claf unrhyw benderfyniad i wrthod y cynnig a grybwylkir ym mharagraff (a);
- (e) pan—
 - (i) bo'r cynnig a grybwylkir ym mharagraff (a) yn cael ei dderbyn, a
 - (ii) bo'r imiwneiddiad, yn achos claf nad yw'n blentyn, i'w roi gan y contractwr neu broffesiynolyn gofal iechyd arall, rhoi'r imiwneiddiad a chofnodi'r wybodaeth am yr imiwneiddiad yng nghofnod y claf, gan ddefnyddio codau y cytunwyd arnynt gan y Bwrdd Iechyd Lleol at y diben hwn;
- (f) pan—
 - (i) bo'r cynnig a grybwylkir ym mharagraff (a) yn cael ei dderbyn, a
 - (ii) nad yw'r imiwneiddiad, yn achos claf nad yw'n blentyn, i'w roi gan y contractwr neu broffesiynolyn gofal iechyd arall, dyroddi ffurflen bresgripsiwn er mwyn i'r claf roi'r imiwneiddiad iddo'i hun.

Vaccinations and immunisations

7.—(1) A contractor must—

- (a) offer to administer or provide to patients all vaccinations and immunisations of a type and in the circumstances specified in the relevant Annex to the GMS Statement of Financial Entitlements and that are funded under the global sum;
- (b) provide appropriate information and advice to patients and, where appropriate, to the parents of patients, about such vaccines and immunisations;
- (c) in relation to patients other than children and taking into account the individual circumstances of the patient, consider whether—
 - (i) immunisation ought to be administered by the contractor or by a health care professional employed or engaged by the contractor, or
 - (ii) a prescription form ought to be provided for the purpose of self-administration by the patient of the immunisation;
- (d) record in the patient's record any refusal of the offer mentioned in paragraph (a);
- (e) where—
 - (i) the offer mentioned in paragraph (a) is accepted, and
 - (ii) in case of a patient who is not a child, the immunisation is to be administered by the contractor or another health care professional, administer the immunisations and record the immunisation information in the patient's record, using codes agreed by the Local Health Board for this purpose;
- (f) where—
 - (i) the offer mentioned in paragraph (a) is accepted, and
 - (ii) in the case of a patient who is not a child, the immunisation is not to be administered by the contractor or another health care professional, issue a prescription form for the purposes of self-administration by the patient.

- (2) At ddibenion y paragraff hwn—
ystyr “gwybodaeth am yr imiwneiddiad” yw—
- (a) naill ai—
 - (i) cydsyniad y claf i'r imiwneiddiad, neu
 - (ii) pan fo person arall yn cydsynio i'r imiwneiddiad ar ran y claf, enw'r person a roddodd y cydsyniad hwnnw a'i berthynas â'r claf;
 - (b) rhif y swp, y dyddiad dod i ben ac enw'r brechlyn,
 - (c) dyddiad rhoi'r brechlyn,
 - (d) pan fo dau frechlyn yn cael eu rhoi drwy bigiadau, y naill yn fuan ar ôl y llall, llwybr rhoi'r brechlynnaau a safle pigiad y naill frechlyn a'r llall,
 - (e) unrhyw wrtharwyddion yn erbyn y brechlyn, ac
 - (f) unrhyw adweithiau niweidiol i'r brechlyn.

(3) Rhaid i'r contractor sicrhau bod yr holl staff sy'n rhan o roi brechlynnaau wedi eu hyfforddi i adnabod anaffylacsis a rhoi'r driniaeth gychwynnol ar ei gyfer a bod eu gwybodaeth yn cael ei chadw'n gyfredol.

8. At ddibenion paragraffau 1 i 7 ystyr “cofnod claf” yw'r cofnod a gedwir mewn perthynas â chlaf yn unol â pharagraff 78 o Atodlen 3.

ATODLEN 3 Rheoliad 29

Telerau eraill yn y contract

RHAN 1

Darparu gwasanaethau

Mangroedd, cyfleusterau ac offer

1.—(1) Rhaid i'r contractor sicrhau bod y mangroedd a ddefnyddir er mwyn darparu gwasanaethau o dan y contract—

- (a) yn addas at ddarparu'r gwasanaethau hynny,
- (b) yn ddigon i ateb anghenion rhesymol cleifion y contractor, ac
- (c) yn bodloni'r safonau gofynnol a nodir mewn cyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan y Ddeddf neu'n rhagori ar y safonau hynny.

(2) Mae'r gofyniad yn is-baragraff (1) yn ddarostyngedig i unrhyw gynllun a gynhwyswyd yn y contract yn unol â rheoliad 18(5) sy'n nodi camau i'w cymryd gan y contractor i ddod â'r fangre i'r safon ofynnol.

- (2) For the purposes of this paragraph—
“immunisation information” (“*gwybodaeth am yr imiwneiddiad*”) means—
- (a) either—
 - (i) the patient's consent to immunisation, or
 - (ii) where another person consents to immunisation on behalf of the patient, the name of the person who gave that consent and their relationship to the patient;
 - (b) the batch number, expiry date and title of the vaccine,
 - (c) the date of administration of the vaccine,
 - (d) where two vaccines are administered by injections, in close succession, the route of administration and the injection site of each vaccine,
 - (e) any contraindications to the vaccine, and
 - (f) any adverse reactions to the vaccine.

(3) The contractor must ensure that all staff involved in administering vaccines are trained and their knowledge kept up to date in the recognition and initial treatment of anaphylaxis.

8. For the purposes of paragraphs 1 to 7 “a patient's record” means the record which is kept in relation to a patient in accordance with paragraph 78 of Schedule 3.

SCHEDELE 3 Regulation 29

Other contractual terms

PART 1

Provision of services

Premises, facilities and equipment

1.—(1) The contractor must ensure that the premises used for the provision of services under the contract—

- (a) are suitable for the delivery of those services,
- (b) are sufficient to meet the reasonable needs of the contractor's patients, and
- (c) meet or exceed the minimum standards set out in directions issued by the Welsh Ministers under the Act.

(2) The requirement in sub-paragraph (1) is subject to any plan included in the contract in accordance with regulation 18(5) which sets out steps to be taken by the contractor to bring the premises up to the required standard

(3) Mewn perthynas â phob gwasanaeth y mae'n ei ddarparu, rhaid i'r contractor ddarparu unrhyw gyfleusterau ac offer sy'n angenrheidiol i'w alluogi i gyflawni'r gwasanaeth hwnnw yn briodol.

Gwasanaethau ffôn

2.—(1) Ni chaiff y contractor fod yn barti i unrhyw contract na threfniadau eraill lle y mae'r rhif ar gyfer gwasanaethau ffôn sydd i'w ddefnyddio—

- (a) gan gleifion i gysylltu â'r practis at unrhyw ddiben sy'n gysylltiedig â'r contract, neu
- (b) gan unrhyw berson arall i gysylltu â'r practis mewn perthynas â gwasanaethau a ddarperir fel rhan o'r gwasanaeth iechyd,

yn dechrau â'r digidau 084, 087, 090 neu 091 neu'n rhif personol, oni bai bod y gwasanaeth yn cael ei ddarparu am ddim i'r galwr.

(2) Rhaid i'r contractor sicrhau bod ei linellau ffôn—

- (a) wedi eu staffio drwy gydol yr oriau craidd, oni bai bod y Bwrdd Iechyd Lleol a'r contractor wedi dod i gytundeb yn unol â rheoliad 18(7) sy'n caniatâu defnyddio neges ffôn ateb am gyfnodau dros dro, a
- (b) yn cael eu hateb gan aelodau o staff y contractor sydd wedi cymhwys o'n briodol ac sydd wedi eu lleoli yn y Deyrnas Unedig.

(3) Yn y paragraft hwn, ystyr "rhif personol" yw rhif ffôn sy'n dechrau â'r rhif 070 ac yna 8 digid arall.

Cost galwadau perthnasol

3.—(1) Ni chaiff y contractor wneud, adnewyddu nac estyn contract neu drefniant arall ar gyfer gwasanaethau ffôn oni bai ei fod wedi ei fodloni, o roi sylw i'r trefniant yn ei gyfanrwydd, na fydd personau yn gorfol talu mwy i wneud galwadau perthnasol i bractis y contractor nag a dalent i wneud galwadau cyfatebol i rif daearyddol.

(2) Yn y paragraft hwn—

ystyr "galwadau perthnasol" ("relevant calls") yw—

- (a) galwadau a wneir gan gleifion i bractis y contractor am unrhyw reswm sy'n ymwneud â gwasanaethau a ddarperir o dan y contract, a
- (b) galwadau a wneir gan bersonau, heblaw cleifion, i'r practis mewn perthynas â gwasanaethau a ddarperir fel rhan o'r gwasanaeth iechyd;

ystyr "rhif daearyddol" ("geographical number") yw rhif sydd â chod ardal ddaearyddol yn rhagddodiad iddo.

(3) In relation to each service it provides, the contractor must provide such facilities and equipment as are necessary to enable it properly to perform that service.

Telephone services

2.—(1) The contractor must not be a party to any contract or other arrangements under which the number for telephone services to be used—

- (a) by patients to contact the practice for any purpose related to the contract, or
- (b) by any other person to contact the practice in relation to services provided as part of the health service,

starts with the digits 084, 087, 090 or 091 or consists of a personal number, unless the service is provided free to the caller.

(2) The contractor must ensure their telephone lines are staffed—

- (a) for the duration of core hours, unless any agreement has been reached between the Local Health Board and the contractor pursuant to regulation 18(7) which allows the use of an answer phone message for temporary periods, and
- (b) answered by appropriately qualified members of the contractor's staff that are located within the United Kingdom.

(3) In this paragraph, "personal number" means a telephone number which starts with the number 070 followed by a further 8 digits.

Cost of relevant calls

3.—(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 are not going to have to pay more to make relevant calls to the contractor's practice than they would to make equivalent calls to a geographical number.

(2) In this paragraph—

"geographical number" ("rhif daearyddol") means a number which has a geographical area code as its prefix;

"relevant calls" ("galwadau perthnasol") means—

- (a) calls made by patients to the contractor's practice for any reason related to services provided under the contract, and
- (b) calls made by persons, other than patients, to the practice in relation to services provided as part of the health service.

Mynediad

4.—(1) Rhaid i'r contractor—

- (a) bod â system ffonau ac iddi swyddogaeth recordio ar gyfer llinellau sy'n dod i mewn ac yn mynd allan, sy'n pentyrro galwadau ac sy'n caniatáu i ddata galwadau gael ei ddadansoddi,
- (b) bod â neges gyflwyno dros y ffôn wedi ei recordio'n ddwyieithog yn Gymraeg ac yn Saesneg nad yw'n para'n hwy na chyfanswm o 2 funud,
- (c) sicrhau bod cleifion a chartrefi gofal yn gallu archebu presgripsiynau amlroddadwy yn ddigidol,
- (d) drwy gydol yr oriau craidd, sicrhau bod cleifion yn gallu gofyn yn ddigidol am apwyntiad nad yw'n fater brys neu alwad yn ôl, a bod y trefniadau llywodraethu angenreidiol yn eu lle ar gyfer y broses hon,
- (e) rhoi cyhoeddusrwydd i wybodaeth, drwy adnodd ar-lein y practis, am—
 - (i) y gofynion mynediad a bennir ym mharagraff 4 (y paragraff hwn), a
 - (ii) y modd y gall cleifion—
 - (aa) cael mynediad at wasanaethau'r contractor, a
 - (bb) gofyn am ymgynghoriad brys, ymgynghoriad rheolaidd ac ymgynghoriad pellach,
- (f) cynnig ymgynghoriad yr un diwrnod i—
 - (i) plant o dan 16 oed sy'n ymgylwyno â materion aciwt, a
 - (ii) cleifion sydd wedi eu brysbennu'n glinigol fel rhai y mae arnynt angen asesiad brys,
- (g) cynnig apwyntiadau y gellir eu trefnu ymlaen llaw i ddigwydd yn ystod oriau craidd, ac
- (h) mynd ati'n weithredol i gyfeirio cleifion at wasanaethau priodol—
 - (i) sydd ar gael oddi wrth aelodau clwstwr y contractor,
 - (ii) sydd wedi eu darparu neu eu comisiynu gan y Bwrdd Iechyd Lleol, neu
 - (iii) sydd ar gael yn lleol neu'n genedlaethol.
- (2) Rhaid i'r contractor hunanddatgan yn chwarterol fod y gofynion yn is-baragraff (1) wedi eu bodloni a bod yn barod, os gofynnir am hynny, i ddarparu'r dystiolaeth i'r Bwrdd Iechyd Lleol fel sy'n ofynnol.

Access

4.—(1) The contractor must—

- (a) have a telephone system with a recording function for incoming and outgoing lines, that stack calls and allows for the analysis of call data,
- (b) have a telephone introduction message recorded bilingually in Welsh and English that in total lasts no longer than 2 minutes,
- (c) ensure that patients and care homes can order repeatable prescriptions digitally,
- (d) for the duration of core hours, ensure that patients can digitally request a non-urgent appointment or a call back, and that the necessary governance arrangements are in place for this process,
- (e) publicise information via the practice's online resource on—
 - (i) the access requirements specified in this paragraph 4, and
 - (ii) how patients can—
 - (aa) access the contractor's services, and
 - (bb) request an urgent, routine and advanced consultation,
- (f) offer a same day consultation for—
 - (i) children under 16 with acute presentations, and
 - (ii) patients clinically triaged as requiring an urgent assessment,
- (g) offer pre-bookable appointments to take place during core hours; and
- (h) actively signpost patients to appropriate services—
 - (i) available from the members of the contractor's cluster,
 - (ii) provided or commissioned by the Local Health Board, or
 - (iii) available locally or nationally.

(2) The contractor must self-declare quarterly that the requirements in sub-paragraph (1) have been met and if requested be prepared to provide the evidence to the Local Health Board as required.

Mynd i fangre practis

5.—(1) Rhaid i'r contractor gymryd camau i sicrhau bod unrhyw glaf—

- (a) sydd heb wneud apwyntiad o'r blaen, a
- (b) sy'n mynd i'r fangre practis ar gyfer gwasanaethau unedig rhwng 8.30am a 6.00pm ar ddiwrnod gwaith,

yn cael y gwasanaethau hynny gan broffesiynolyn gofal iechyd priodol ar y diwrnod hwnnw.

(2) Nid yw is-baragraff (1) yn gymwys—

- (a) pan fo'n fwy priodol i'r claf gael ei atgyfeirio at fan arall i gael gwasanaethau o dan y Ddeddf, neu
- (b) pan fo'r claf wedyn yn cael cynnig apwyntiad i fynd eto o fewn amser sy'n briodol ac yn rhesymol o roi sylw i'r holl amgylchiadau ac na fyddai iechyd y claf yn cael ei beryglu drwy wneud hynny.

Mynd at gleifion y tu allan i fangre practis

6.—(1) Pan fo cyflwr meddygol claf yn golygu, ym marn resymol y contractor—

- (a) bod angen mynd at y claf, a
- (b) y byddai'n amhriodol i'r claf fynd i'r fangre practis,

rhaid i'r contractor ddarparu gwasanaethau i'r claf hwnnw ym mha un bynnag o'r lleoedd a ddisgrifir yn is-baragraff (2) sydd fwyaf priodol ym marn y contractor.

(2) Y lleoedd a ddisgrifir yn yr is-baragraff hwn yw—

- (a) y lle a gofnodwyd yng nghofnodion meddygol y claf fel cyfeiriad cartref diweddaraf y claf,
- (b) unrhyw le arall y mae'r contractor wedi rhoi gwybod i'r claf a'r Bwrdd Iechyd Lleol mai dyna'r lle y mae'r contractor wedi cytuno i ymweld â'r claf a'i drin, neu
- (c) lle arall yn ardal practis y contractor.

(3) Nid oes dim yn y paragraff hwn yn atal y contractor—

- (a) rhag trefnu i atgyfeirio'r claf heb weld y claf yn gyntaf, mewn unrhyw achos pan fo cyflwr meddygol y claf yn peri bod y ffordd honno o weithredu yn briodol, neu
- (b) rhag ymweld â'r claf o dan amgylchiadau pan na fo'r paragraff hwn yn gosod y contractor o dan rwymedigaeth i wneud hynny.

Attendance at practice premises

5.—(1) The contractor must take steps to ensure that any patient who—

- (a) has not previously made an appointment, and
- (b) attends at the practice premises for unified services between 8.30am and 6.00pm on a working day,

is provided with such services by an appropriate health care professional on that day.

(2) Sub-paragraph (1) does not apply where—

- (a) it is more appropriate for the patient to be referred elsewhere for services under the Act, or
- (b) the patient is then offered an appointment to attend again within a time which is appropriate and reasonable having regard to all the circumstances and the patient's health would not thereby be jeopardised.

Attendance outside practice premises

6.—(1) Where the medical condition of a patient is such that, in the reasonable opinion of the contractor—

- (a) attendance on the patient is required, and
- (b) it would be inappropriate for the patient to attend at the practice premises,

the contractor must provide services to that patient at whichever of the places described in sub-paragraph (2) is in the contractor's judgement the most appropriate.

(2) The places described in this sub-paragraph are—

- (a) the place recorded in the patient's medical records as being the patient's last home address,
- (b) such other place as the contractor has informed the patient and the Local Health Board is the place where the contractor has agreed to visit and treat the patient, or

(c) another place in the contractor's practice area.

(3) Nothing in this paragraph prevents the contractor from—

- (a) arranging for the referral of the patient without first seeing the patient, in any case where the patient's medical condition makes that course of action appropriate, or
- (b) visiting the patient in circumstances where this paragraph does not place the contractor under an obligation to do so.

Cleifion sydd newydd gofrestru

7.—(1) Pan fo claf—

- (a) wedi ei dderbyn ar restr contractwr o gleifion, neu
- (b) wedi ei neilltuo i'r rhestr honno gan y Bwrdd Iechyd Lleol,

rhaid i'r contractwr wahodd y claf i gymryd rhan mewn ymgynghoriad naill ai ym mangre practis y contractwr neu, os yw cyflwr meddygol y claf yn haeddu hynny, yn un o'r lleoedd y cyfeirir atynt ym mharagraff 6(2).

(2) Rhaid i wahoddiad o dan is-baragraff (1) gael ei ddyroddi gan y contractwr cyn diwedd y cyfnod o 6 mis sy'n dechrau â dyddiad derbyn y claf ar restr y contractwr o gleifion, neu neilltuo'r claf iddi.

(3) Pan fo claf (neu, pan fo'n briodol, yn achos claf sy'n blentyn, rhiant y plentyn) yn cytuno i gymryd rhan mewn ymgynghoriad a grybwyllyn yn is-baragraff (1) rhaid i'r contractwr, yn ystod yr ymgynghoriad hwnnw—

- (a) gwneud unrhyw ymholiadau ac ymgymryd ag unrhyw archwiliadau y mae'n ymddangos i'r contractwr eu bod yn briodol o dan yr holl amgylchiadau a
- (b) ar gyfer pob claf sydd newydd gofrestru sydd wedi cyrraedd 16 oed, gyda chydweithrediad y claf, gwblhau'r fersiwn ddiweddaraf o'r holiadur set ddata genedlaethol gofynnol a ddyroddir gan Weinidogion Cymru er mwyn sierhau gwybodaeth sgrinio iechyd.

(4) Nid oes dim yn y paragraff hwn yn effeithio ar rwymedigaethau eraill y contractwr o dan y contract mewn cysylltiad â'r claf.

Cleifion sydd heb eu gweld o fewn 3 blynedd

8.—(1) Mae'r paragraff hwn yn gymwys pan fo claf cofrestredig sydd wedi cyrraedd 16 oed ond heb gyrraedd 75 oed—

- (a) yn gofyn am ymgynghoriad gyda'r contractwr, a
- (b) heb fynd naill ai i ymgynghoriad gyda'r contractwr neu i glinig a ddarparwyd gan y contractwr o fewn y cyfnod o 3 blynedd cyn dyddiad y cais.

(2) Rhaid i'r contractwr—

- (a) darparu ymgynghoriad i'r claf, a
- (b) yn ystod yr ymgynghoriad hwnnw, wneud unrhyw ymholiadau ac ymgymryd ag unrhyw archwiliadau y mae'n ystyried eu bod yn briodol o dan yr holl amgylchiadau.

Newly registered patients

7.—(1) Where a patient has been—

- (a) accepted on a contractor's list of patients, or
- (b) assigned to that list by the Local Health Board,

the contractor must invite the patient to participate in a consultation either at the contractor's practice premises or, if the patient's medical condition so warrants, at one of the places referred to in paragraph 6(2).

(2) An invitation under sub-paragraph (1) must be issued by the contractor before the end of the period of 6 months beginning with the date of the acceptance of the patient on, or assignment of the patient to, the contractor's list of patients.

(3) Where a patient (or, where appropriate, in the case of a patient who is a child, the child's parent) agrees to participate in a consultation mentioned in sub-paragraph (1) the contractor must during the course of that consultation—

- (a) make such inquiries and undertake such examinations as appear to the contractor to be appropriate in all the circumstances, and
- (b) for all newly registered patients who have attained the age of 16 years, with the co-operation of the patient, complete the latest version of the national minimum dataset questionnaire issued by the Welsh Ministers in order to secure health screening information.

(4) Nothing in this paragraph affects the contractor's other obligations under the contract in respect of the patient.

Patients not seen within 3 years

8.—(1) This paragraph applies where a registered patient who has attained the age of 16 years but has not attained the age of 75 years—

- (a) requests a consultation with the contractor, and
- (b) has not attended either a consultation with, or a clinic provided by, the contractor within the period of 3 years prior to the date of the request.

(2) The contractor must—

- (a) provide the patient with a consultation, and
- (b) during that consultation, make such inquiries and undertake such examinations of the patient as the contractor considers appropriate in all the circumstances.

(3) Nid oes dim yn y paragraff hwn yn effeithio ar rywymedigaethau eraill y contractwr o dan y contract mewn perthynas â'r claf.

Cleifion 75 oed a throsodd

9.—(1) Pan fo claf cofrestredig sy'n gofyn am ymgynghoriad—

- (a) wedi cyrraedd 75 oed, a
- (b) heb gymryd rhan mewn ymgynghoriad o fewn y flwyddyn cyn dyddiad y cais,

rhaid i'r contractwr ddarparu ymgynghoriad o'r fath pryd y mae rhaid iddo wneud unrhyw ymholiadau ac ymgymryd ag unrhyw archwiliadau y mae'n ystyried eu bod yn briodol o dan yr holl amgylchiadau.

(2) Rhaid i ymgynghoriad o dan is-baragraff (1) gael ei gynnal yng nghartref y claf pan fyddai'n amhriodol i'r claf fynd i'r fangre practis, ym marn resymol y contractwr, o ganlyniad i gyflwr meddygol y claf.

(3) Nid oes dim yn y paragraff hwn yn effeithio ar rywymedigaethau eraill y contractwr o dan y contract mewn perthynas â'r claf.

Adroddiadau clinigol

10.—(1) Pan fo'r contractwr yn darparu unrhyw wasanaethau clinigol, heblaw o dan drefniant preifat, i glaf nad yw ar ei restr o gleifion, rhaid i'r contractwr, cyn gynted ag y bo'n rhesymol ymarferol, ddarparu adroddiad clinigol ynglŷn â'r ymgynghoriad, ac unrhyw driniaeth a ddarparwyd i'r claf, i'r Bwrdd Iechyd Lleol.

(2) Rhaid i'r Bwrdd Iechyd Lleol anfon unrhyw adroddiad sy'n dod i law o dan is-baragraff (1)—

- (a) at y person y mae'r claf wedi ei gofrestru gydag ef ar gyfer darparu gwasanaethau unedig neu wasanaethau cyfatebol, neu
- (b) os nad yw'r person y cyfeirir ato ym mharagraff (a) yn hysbys iddo, i'r Bwrdd Iechyd Lleol y mae'r claf yn preswylio yn ei ardal.

Storio brechlynnau

11. Rhaid i'r contractwr sicrhau—

- (a) bod pob brechlyn yn cael ei storio yn unol â chyfarwyddiadau'r gweithgynhyrchydd, a
- (b) bod gan bob oergell y mae brechlynnau'n cael eu storio yn ddi thermomedr uchaf/isaf a bod darllenidau tymheredd yn cael eu cymryd ar bob diwrnod gwaith.

(3) Nothing in this paragraph affects the contractor's other obligations under the contract in respect of the patient.

Patients aged 75 years and over

9.—(1) Where a registered patient who requests a consultation—

- (a) has attained the age of 75 years, and
- (b) has not participated in a consultation within the year prior to the date of the request,

the contractor must provide such a consultation during which it must make such inquiries and undertake such examinations as it considers appropriate in all the circumstances.

(2) A consultation under sub-paragraph (1) must take place in the home of the patient where, in the reasonable opinion of the contractor, it would be inappropriate, as a result of the patient's medical condition, for the patient to attend at the practice premises.

(3) Nothing in this paragraph affects the contractor's other obligations under the contract in respect of the patient.

Clinical reports

10.—(1) Where the contractor provides any clinical services, other than under a private arrangement, to a patient who is not on its list of patients, the contractor must, as soon as reasonably practicable, provide a clinical report relating to the consultation, and any treatment provided to the patient, to the Local Health Board.

(2) The Local Health Board must send any report received under sub-paragraph (1)—

- (a) to the person with whom the patient is registered for the provision of unified services or their equivalent, or
- (b) if the person referred to in paragraph (a) is not known to it, the Local Health Board in whose area the patient is resident.

Storage of vaccines

11. The contractor must ensure that—

- (a) all vaccines are stored in accordance with the manufacturer's instructions, and
- (b) all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that temperature readings are taken on all working days.

Rheoli heintiau

12. Rhaid i'r contractor sicrhau bod ganddo drefniadau priodol ar gyfer rheoli heintiau a dihalogi.

Y ddyletswydd i gydweithredu mewn perthynas â gwasanaethau atodol

13.—(1) Pan nad yw contractor yn darparu gwasanaeth atodol penodol i'w gleifion cofrestredig nac i bersonau y mae wedi eu derbyn yn breswylwyr dros dro rhaid iddo gydymffurfio â'r gofynion a bennir yn is-baragraff (2).

(2) Y gofynion a bennir yn yr is-baragraff hwn yw bod rhaid i'r contractor yn ystod oriau craidd—

- (a) cydweithredu, i'r graddau y mae hynny'n rhesymol, ag unrhyw berson sy'n gyfrifol am ddarparu'r gwasanaeth hwnnw neu'r gwasanaethau hynny, a
- (b) cydymffurfio ag unrhyw gais rhesymol am wybodaeth gan berson o'r fath neu gan y Bwrdd Iechyd Lleol ynglŷn â darparu'r gwasanaeth hwnnw neu'r gwasanaethau hynny.

Y ddyletswydd i gydweithredu mewn perthynas â gwasanaethau y tu allan i oriau

14. Rhaid i'r contractor—

- (a) sicrhau bod unrhyw glaf sy'n cysylltu â mangroedd practis y contractor yn ystod y cyfnod y tu allan i oriau yn cael gwybodaeth ynglŷn â sut i sicrhau gwasanaethau yn ystod y cyfnod hwnnw,
- (b) sicrhau bod manylion clinigol pob ymgynghoriad y tu allan i oriau sy'n dod i law oddi wrth y darparwr y tu allan i oriau yn cael eu hadolygu gan glinigydd ym mhractis y contractor ar yr un diwrnod gwaith ag y daw'r manylion hynny i law yn y practis neu, yn eithriadol, ar y diwrnod gwaith nesaf,
- (c) sicrhau bod unrhyw geisiadau am wybodaeth sy'n dod i law oddi wrth y darparwr y tu allan i oriau mewn perthynas ag unrhyw ymgynghoriadau y tu allan i oriau yn cael ymateb gan glinigydd ym mhractis y contractor ar yr un diwrnod ag y daw'r ceisiadau hynny i law ym mhractis y contractor, neu ar y diwrnod gwaith nesaf,
- (d) cymryd pob cam rhesymol i gydymffurfio ag unrhyw systemau sydd gan y darparwr y tu allan i oriau ar waith i sicrhau bod data cleifion yn cael eu trawsyrru'n gyflym, yn ddiogel ac yn effeithiol mewn cysylltiad ag ymgynghoriadau y tu allan i oriau, ac

Infection control

12. The contractor must ensure that it has appropriate arrangements for infection control and decontamination.

Duty of co-operation in relation to supplementary services

13.—(1) Where a contractor does not provide to its registered patients or to persons whom it has accepted as temporary residents a particular supplementary service it must comply with the requirements specified in sub-paragraph (2).

(2) The requirements specified in this sub-paragraph are that the contractor must in core hours—

- (a) co-operate, insofar as is reasonable, with any person responsible for the provision of that service or those services, and
- (b) comply with any reasonable request for information from such a person or from the Local Health Board relating to the provision of that service or those services.

Duty of co-operation in relation to out of hours services

14. The contractor must—

- (a) ensure that any patient who contacts the contractor's practice premises during the out of hours period is provided with information about how to obtain services during that period,
- (b) ensure that the clinical details of all out of hours consultations received from the out of hours provider are reviewed by a clinician within the contractor's practice on the same working day as those details are received by the practice or, exceptionally, on the next working day,
- (c) ensure that any information requests received from the out of hours provider in respect of any out of hours consultations are responded to by a clinician within the contractor's practice on the same day as those requests are received by the contractor's practice, or on the next working day,
- (d) take all reasonable steps to comply with any systems which the out of hours provider has in place to ensure the rapid, secure and effective transmission of patient data in respect of out of hours consultations, and

- (e) cytuno â'r darparwr y tu allan i oriau ar system ar gyfer trawsyrru gwybodaeth yn gyflym, yn ddiogel ac yn effeithiol ynghylch cleifion cofrestredig y rhagwelir eu bod, oherwydd clefyd cronig neu salwch angheuol, yn debycach o ymgylwyno i gael triniaeth yn ystod y cyfnod y tu allan i oriau.

Aelodaeth o glwstwr

15. Rhaid i contract gynnwys teler sy'n ei gwneud yn ofynnol i'r contractwr fod yn aelod o glwstwr.

Y ddyletswydd i gydweithredu: gweithio mewn clwstwr

16.—(1) Rhaid i gontractwr gydymffurfio â'r gofynion yn is-baragraff (2) pan ddarperir gwasanaethau gan glwstwr y contractwr i gleifion cofrestredig neu breswylwyr dros dro.

(2) Y gofynion a bennir yn yr is-baragraff hwn yw bod rhaid i'r contractwr—

- (a) cydweithredu, i'r graddau y mae'n rhesymol, ag unrhyw berson sy'n gyfrifol am ddarparu'r gwasanaethau,
- (b) cydymffurfio yn ystod oriau craidd ag unrhyw gais rhesymol am wybodaeth gan y person hwnnw neu gan y Bwrdd Iechyd Lleol ynglŷn â darparu'r gwasanaethau,
- (c) cytuno ar fandad y cynrychiolydd Cydweithredfa Ymarfer Cyffredinol yng nghyfarfodydd y clwstwr a chymryd adborth o gyfarfodydd y clwstwr iystyriaeth,
- (d) cymryd camau rhesymol i ddarparu gwybodaeth i'w gleifion cofrestredig am y gwasanaethau, gan gynnwys gwybodaeth am sut i gael mynediad i'r gwasanaethau ac unrhyw newidiadau iddynt, ac
- (e) sicrhau yr ymgysylltir â'r gwaith o gynllunio a chyflawni gwasanaethau lleol, fel sydd wedi ei gytuno o fewn cynllun gweithredu'r clwstwr, sy'n cynnwys trefniadau addas i alluogi rhannu data, pan fo mesurau diogelu priodol wedi eu bodloni, i gefnogi'r gwaith o gyflenwi'r gwasanaethau ac i drafod cyllid a chyllidebau'r clwstwr.

- (e) agree with the out of hours provider a system for the rapid, secure and effective transmission of information about registered patients who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the out of hours period.

Membership of a cluster

15. A contract must contain a term which requires the contractor to be a member of a cluster.

Duty of co-operation: cluster working

16.—(1) A contractor must comply with the requirements in sub-paragraph (2) where registered patients or temporary residents are provided with services by the contractor's cluster.

(2) The requirements specified in this sub-paragraph are that the contractor must—

- (a) co-operate, in so far as is reasonable, with any person responsible for the provision of the services,
- (b) comply in core hours with any reasonable request for information from such a person or from the Local Health Board relating to the provision of the services,
- (c) agree the mandate for the GP Collaborative representative at cluster meetings and take account of feedback from those cluster meetings,
- (d) take reasonable steps to provide information to its registered patients about the services, including information on how to access the services and any changes to them, and
- (e) ensure engagement in the planning and delivery of local services, as agreed within the cluster action plan, which includes suitable arrangements to enable the sharing of data, where appropriate safeguards are met, to support the delivery of the services and discussion of cluster funding and budgets.

Aelodaeth o Gydweithredfa Ymarfer Cyffredinol

17.—(1) Rhaid i gcontract gynnwys teler sy'n cael yr effaith o'i gwneud yn ofynnol i'r contractwr fod yn aelod o Gydweithredfa Ymarfer Cyffredinol.

(2) Rhaid i gcontractwr—

- (a) penodi o leiaf 1 proffesiynolyn gofal iechyd a chanddo awdurdod i weithredu ar ran y contractwr yn yr ymdriniaethau rhwng y contractwr a'r Gydweithredfa Ymarfer Cyffredinol y mae'r contractwr yn perthyn iddi, a
- (b) mynd i 4 cyfarfod o leiaf o'r Gydweithredfa Ymarfer Cyffredinol y mae'r contractwr yn perthyn iddi ym mhob blwyddyn ariannol (oni chytunir fel arall yn ysgrifenedig gan y Bwrdd Iechyd Lleol), neu benodi un o uwch gliniwgwyr y practis, neu pan fo'n briodol uwch weinyddydd, a gyflogir gan y practis i fynd i'r cyfarfodydd hynny ac i weithredu ar ran y contractwr yn y cyfarfodydd hynny.

Cyfrannu at glystyrau a Chydweithredfeydd Ymarfer Cyffredinol

18. Rhaid i gcontractwr—

- (a) cyfrannu gwybodaeth berthnasol, gan gynnwys cynlluniau galw a chapasiti, i Gynllun Tymor Canolig Integredig y clwstwr drwy'r Gydweithredfa Ymarfer Cyffredinol, a rhaid i'r cyfraniad gynnwys gwybodaeth am gynlluniau galw a chapasiti,
- (b) dangos sut y maent wedi ymwneud â'r gwaith o gynllunio a darparu gwasanaethau lleol y cytunwyd arnynt yng nghyfraniad y Gydweithredfa Ymarfer Cyffredinol at gynllun y clwstwr, gan gynnwys dystiolaeth o waith partneriaeth eang, gweithio amlbroffesiwn/amlasiantaeth, a datblygu gwasanaethau integredig, ac
- (c) cyfrannu at gyflawni canlyniadau penodol a bennir gan y clwstwr, gan gynnwys ymwneud â chynllunio mentrau lleol drwy ymwneud â'r clwstwr drwy gyfrwng arweinydd y Gydweithredfa Ymarfer Cyffredinol.

Galw a chapasiti

19. Mae'n ofynnol i gcontractwr ymwneud â Chydweithredfa Ymarfer Cyffredinol i gynorthwyo'r gydweithredfa—

- (a) wrth ymgymryd ag asesiad o anghenion y boblogaeth o ran ei chleifion,

Membership of a GP Collaborative

17.—(1) A contract must contain a term which has the effect of requiring the contractor to be a member of a GP Collaborative.

(2) A contractor must—

- (a) appoint at least 1 health care professional with authority to act on the contractor's behalf in the dealings between the contractor and the GP Collaborative to which the contractor belongs, and
- (b) attend at least 4 meetings of the GP Collaborative to which the contractor belongs in each financial year (unless agreed otherwise in writing by the Local Health Board), or appoint a senior practice clinician, or where appropriate a senior administrator, employed by the practice to attend those meetings and to act on the contractor's behalf in those meetings.

Contribution to clusters and GP Collaboratives

18. A contractor must—

- (a) contribute relevant information, including demand and capacity planning, to the cluster Integrated Medium Term Plan via the GP Collaborative, and the contribution must include information on demand and capacity planning,
- (b) demonstrate how they have engaged in planning and delivery of local services agreed within the GP Collaborative's contribution to the cluster plan, including evidence of wide partnership, multi-professional/multi-agency working, and development of integrated services, and
- (c) contribute to delivering specific cluster-determined outcomes, including engagement in planning of local initiatives through engagement with the cluster via the GP Collaborative lead.

Demand and capacity

19. A contractor is required to engage with a GP Collaborative to assist the collaborative in—

- (a) undertaking a population needs assessment of its patients,

- (b) wrth ddadansoddi'r gwasanaethau presennol sydd ar gael i boblogaeth y Gydweithredfa Ymarfer Cyffredinol, gan nodi unrhyw fylchau yn y ddarpariaeth,
 - (c) wrth ddadansoddi niferoedd a sgiliau presennol y gweithlu a'i anghenion datblygu,
 - (d) wrth fesur anghenion iechyd lleol fel y penderfynir gan y Gydweithredfa Ymarfer Cyffredinol, ac
 - (e) wrth ddarparu tystiolaeth o'r asesiad o'r galw a'r capasiti a wnaed, y mae tystiolaeth ohono i'w chynnwys yng Nghynllun Tymor Canolig Integredig y Gydweithredfa Ymarfer Cyffredinol.
- (b) analysing the current services available to the GP Collaborative population, identifying any gaps in provision,
 - (c) analysing the current numbers and skills of the workforce and its development needs,
 - (d) undertaking a measurement of local health needs as determined by the GP Collaborative, and
 - (e) providing evidence of the demand and capacity assessment undertaken which is to be evidenced in the GP Collaborative Integrated Medium-Term Plan.

Rhoi'r gorau i ddarparu gwasanaethau: ceisiadau am wybodaeth

20. Pan fo contractwr yn rhoi'r gorau i ddarparu gwasanaeth atodol i'w gleifion, rhaid i'r contractor gydymffurfio ag unrhyw gais rhesymol am wybodaeth ynglŷn â darparu'r gwasanaeth hwnnw, neu'r gwasanaethau hynny, a wneir gan y Bwrdd Iechyd Lleol neu gan unrhyw berson y mae'r Bwrdd Iechyd Lleol yn bwriadu ymrwymo i gcontract gydag ef ar gyfer darparu gwasanaethau o'r fath.

Y Gymraeg

21.—(1) Pan fo'r contractor yn darparu gwasanaethau meddygol o dan y contract drwy gyfrwng y Gymraeg, rhaid iddo hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig.

(2) Rhaid i'r contractor roi ar gael fersiwn Gymraeg o unrhyw ddogfen neu ffurflen sydd i'w defnyddio gan gleifion a/neu aelodau o'r cyhoedd, a ddarperir gan y Bwrdd Iechyd Lleol.

(3) Pan fo'r contractor yn arddangos arwydd newydd neu hysbysiad newydd mewn cysylltiad â'r gwasanaethau meddygol a ddarperir o dan y contract, rhaid i'r testun ar yr arwydd neu'r hysbysiad fod yn Gymraeg ac yn Saesneg, a chaiff y contractor ddefnyddio'r gwasanaeth cyfieithu a gynigir gan y Bwrdd Iechyd Lleol at y diben hwn.

(4) Rhaid i'r contractor annog y rhai sy'n siarad Cymraeg ac yn darparu gwasanaethau meddygol o dan y contract i wisgo bathodyn, a ddarperir gan y Bwrdd Iechyd Lleol, i gyfleo'r ffaith eu bod yn gallu siarad Cymraeg.

(5) Rhaid i'r contractor annog y rhai sy'n darparu gwasanaethau meddygol o dan y contract i ddefnyddio gwybodaeth a/neu fynychu cyrsiau a digwyddiadau hyfforddiant a ddarperir gan y Bwrdd Iechyd Lleol fel y gallant ddatblygu—

- (b) analysing the current services available to the GP Collaborative population, identifying any gaps in provision,
- (c) analysing the current numbers and skills of the workforce and its development needs,
- (d) undertaking a measurement of local health needs as determined by the GP Collaborative, and
- (e) providing evidence of the demand and capacity assessment undertaken which is to be evidenced in the GP Collaborative Integrated Medium-Term Plan.

Cessation of service provision: information requests

20. Where a contractor ceases to provide a supplementary service to its patients the contractor must comply with any reasonable request for information relating to the provision of that service, or those services, made by the Local Health Board or by any person with whom the Local Health Board intends to enter into a contract for the provision of such services.

Welsh Language

21.—(1) Where the contractor provides medical services under the contract through the medium of Welsh, it must notify the Local Health Board in writing.

(2) The contractor must make available a Welsh language version of any document or form for use by patients and/or members of the public, provided by the Local Health Board.

(3) Where the contractor displays a new sign or notice in connection with medical services provided under the contract, the text on the sign or notice must be in English and Welsh, and the contractor may utilise the translation service offered by the Local Health Board for this purpose.

(4) The contractor must encourage the wearing of a badge, provided by the Local Health Board, by those delivering medical services under the contract who are Welsh speaking, to convey that they are able to speak Welsh.

(5) The contractor must encourage those delivering medical services under the contract to utilise information and/or attend training courses and events provided by the Local Health Board, so that they can develop—

- (a) ymwybyddiaeth o'r Gymraeg (gan gynnwys ymwybyddiaeth o'i hanes a'i rôl yn niwylliant Cymru), a
- (b) dealltwriaeth o sut y gellir defnyddio'r Gymraeg wrth ddarparu gwasanaethau meddygol o dan y contract.

(6) Rhaid i'r contractor annog y rhai sy'n darparu gwasanaethau meddygol o dan y contract i ganfod a chofnodi pa un ai'r Gymraeg ynteu'r Saesneg yw hoff ddewis iaith y claf, yn unol â'r hyn a fynegir gan neu ar ran y claf.

RHAN 2

Cleifion

Rhestr o gleifion

22.—(1) Rhaid i'r Bwrdd Iechyd Lleol lunio a diweddu rhestr o'r cleifion sydd—

- (a) wedi eu derbyn gan y contractor i'w cynnwys yn rhestr y contractor o gleifion o dan baragraffau 22 i 25 ac nad ydynt wedi eu dileu oddi ar y rhestr honno wedyn o dan baragraffau 28 i 36, a
- (b) wedi eu neilltuo gan y Bwrdd Iechyd Lleol i restr y contractwyr o gleifion—
 - (i) o dan baragraff 44(1)(a), neu
 - (ii) o dan baragraff 44(1)(b) (yn rhinwedd penderfyniad gan y panel asesu o dan baragraff 46(7) na chafodd ei wyrdroi wedyn gan benderfyniad gan Weinidogion Cymru o dan baragraff 47 na chan lys).

(2) Ar ôl cael cais ysgrifenedig rhesymol gan y Bwrdd Iechyd Lleol, rhaid i'r contractor—

- (a) cymryd camau priodol (gan gynnwys cysylltu â chleifion pan fo'n rhesymol angenreidiol i gadarnhau bod eu data cleifion yn gywir) cyn gynted ag sy'n rhesymol ymarferol, i gywiros a diweddu data cleifion a gedwir ar systemau clinigol cyfrifiadurol y practis, a phan fo'n angenreidiol gofrestru neu ddatgofrestru cleifion i sicrhau bod y rhestr cleifion yn gywir, a
- (b) darparu gwybodaeth ynglŷn â'i restr o gleifion i'r Bwrdd Iechyd Lleol cyn gynted ag y bo'n rhesymol ymarferol, a phan un bynnag, heb fod yn hwyrach na 30 o ddiwrnodau ar ôl y dyddiad y daeth y cais i law'r contractor, er mwyn cynorthwyo'r Bwrdd Iechyd Lleol i arfer ei ddyletswyddau o dan is-baragraff (1).

- (a) an awareness of the Welsh language (including awareness of its history and its role in Welsh culture), and
- (b) an understanding of how the Welsh language can be used when delivering medical services under the contract.

(6) The contractor must encourage those delivering medical services under the contract to establish and record the Welsh or English language preference expressed by or on behalf of a patient.

PART 2

Patients

List of patients

22.—(1) The Local Health Board must prepare and keep up to date a list of the patients who have been—

- (a) accepted by the contractor for inclusion in the contractor's list of patients under paragraphs 22 to 25 and who have not been subsequently removed from that list under paragraphs 28 to 36, and
- (b) assigned by the Local Health Board to the contractor's list of patients under—
 - (i) paragraph 43(1)(a), or
 - (ii) paragraph 43(1)(b) (by virtue of a determination of the assessment panel under paragraph 45(7) which has not subsequently been overturned by a determination by the Welsh Ministers under paragraph 46 or by a court).

(2) The contractor must, upon receipt of a reasonable written request from the Local Health Board—

- (a) take appropriate steps (including contacting patients where reasonably necessary to confirm that their patient data is correct) as soon as is reasonably practicable, to correct and update patient data held on the practice's computerised clinical systems, and where necessary register or deregister patients to ensure that the patient list is accurate, and
- (b) provide information relating to its list of patients to the Local Health Board as soon as is reasonably practicable and, in any event, no later than 30 days from the date on which the request was received by the contractor, in order to assist the Local Health Board in the exercise of its duties under sub-paragraph (1).

Gwneud cais am gynnwys person mewn rhestr o gleifion

(23) (1) Oni bai bod paragraff 26(1) yn gymwys, os yw rhestr y contractwr o gleifion yn agored, rhaid i'r contractwr dderbyn cais i gynnwys person yn y rhestr honno o gleifion a wneir gan neu ar ran unrhyw berson, pa un a yw'n preswylio yn ardal ei bractis ai peidio, neu pa un a yw wedi ei gynnwys ai peidio, adeg y cais hwnnw, yn rhestr cleifion contractwr arall neu ddarparwr gwasanaethau meddygol sylfaenol arall.

(2) Os yw rhestr y contractwr o gleifion wedi ei chau, ni chaiff y contractwr ond derbyn cais i gynnwys person yn y rhestr honno a wneir gan neu ar ran person sy'n aelod o deulu agos claf cofrestredig, pa un a yw'r person hwnnw'n preswylio yn ardal practis y contractwr ai peidio, neu pa un a yw wedi ei gynnwys ai peidio, adeg y cais hwnnw, yn rhestr cleifion contractwr arall neu ddarparwr gwasanaethau meddygol sylfaenol arall.

(3) Yn ddarostyngedig i is-baragraff (4), rhaid i gais i gynnwys person mewn rhestr contractwr o gleifion gael ei wneud gan y ceisydd, neu gan berson a awdurdodir gan y ceisydd, gan gyflwyno i'r contractwr ffurflen gais (gan gynnwys ffurflen gais electronig). Ni chaiff y contractwr ei gwneud yn rhagofyniad i geisydd ddangos prawf adnabod neu brawf o gyfeiriad i gael ei gynnwys yn rhestr y contractwr o gleifion (na pheri bod cais yn amodol ar ddangos prawf adnabod neu brawf o gyfeiriad o'r fath).

(4) Caniateir i gais gael ei wneud—

(a) pan fo'r claf yn blentyn, ar ran y claf—

(i) gan y naill riant neu'r llall, neu yn absenoldeb y ddua riant, gan y gwarcheidwad neu'r oedolyn arall a chanddo ofal dros y plentyn,

(ii) gan berson a awdurdodir yn briodol gan awdurdod lleol y traddodwyd y plentyn i'w ofal o dan Ddeddf Plant 1989⁽¹⁾, neu

(iii) gan berson a awdurdodir yn briodol gan sefydliad gwirfoddol y mac'r plentyn yn cael llety ganddo o dan ddarpariaethau Deddf Plant 1989, neu

(b) pan fo'r claf yn oedolyn sydd heb alluedd i wneud y cais, neu i awdurdodi'r cais i gael ei wneud ar ei ran—

(i) gan berthynas i'r person hwnnw,
(ii) gan brif ofalwr i'r person hwnnw,

Application for inclusion in a list of patients

(23) (1) Unless paragraph 26(1) applies, the contractor must, if the contractor's list of patients is open, accept an application for inclusion in that list of patients made by or on behalf of any person whether or not resident in its practice area or included, at the time of that application, in the list of patients of another contractor or provider of primary medical services.

(2) If the contractor's list of patients is closed, the contractor may only accept an application for inclusion in that list made by or on behalf of a person who is an immediate family member of a registered patient whether or not that person is resident in the contractor's practice area or is included, at the time of that application, in the list of patients of another contractor or provider of primary medical services.

(3) Subject to sub-paragraph (4), an application for inclusion in a contractor's list of patients must be made by the applicant, or a person authorised by the applicant, submitting to the contractor an application form (including an electronic application form). The contractor must not make proof of identification or address a prerequisite for an applicant to be included in the contractor's list of patients (or make an application conditional upon the production of such proof of identification or address).

(4) An application may be made—

(a) where the patient is a child, on behalf of the patient by—

(i) either parent, or in the absence of both parents, the guardian or other adult who has care of the child,

(ii) a person duly authorised by a local authority to whose care the child has been committed under the Children Act 1989⁽¹⁾, or

(iii) a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of the Children Act 1989, or

(b) where the patient is an adult who lacks capacity to make the application, or to authorise the application to be made on their behalf, by—

(i) a relative of that person,
(ii) the primary carer of that person,

(1) 1989 p. 41.

(1) 1989 c. 41

- (iii) gan roddai atwrneiaeth arhosol a roddir gan y person hwnnw, neu
- (iv) gan ddirprwy a benodir ar gyfer y person hwnnw gan y llys o dan ddarpariaethau Deddf Galluedd Meddyliol 2005(1).

(5) Pan fo contractwr yn derbyn cais i gynnwys person yn rhestr y contractwr o gleifion, rhaid i'r contractwr roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ei fod wedi derbyn y cais hwnnw cyn gynted ag y bo'n ymarferol.

(6) Ar ôl cael hysbysiad a roddwyd o dan is-baragraff (5) rhaid i'r Bwrdd Iechyd Lleol—

- (a) cynnwys y ceisydd yn rhestr y contractwr ogleifion o'r dyddiad y daw'r hysbysiad i law, a
- (b) os dyma'r tro cyntaf i'r ceisydd gael ei dderbyn yn glaf cofrestredig gan gcontractwr neu gcontractwr GMDdA (neu gael ei neilltuo gan Fwrdd Iechyd Lleol iddo), roi hysbysiad ysgrifenedig i'r ceisydd fod y cais hwnnw wedi ei dderbyn (neu, yn achos plentyn neu oedolyn sydd heb alluedd, i'r person sy'n gwneud y cais ar ei ran).

Cynnwys yn y rhestr o gleifion: personél y lluoedd arfog

24.—(1) Oni bai bod paragraff 26(1) yn gymwys, os yw ei restr o gleifion yn agored rhaid i'r contractwr gynnwys person y mae is-baragraff (2) yn gymwys iddo yn y rhestr honno am gyfnod o hyd at 2 flynedd ac nid yw paragraff 34(1)(b) yn gymwys mewn cysylltiad ag unrhyw berson sy'n cael ei gynnwys yn rhestr y contractwr ogleifion yn rhinwedd y paragraff hwn.

(2) Mae'r is-baragraff hwn yn gymwys i berson—

- (a) sy'n aelod ar wasanaeth o luoedd arfog y Goron sydd wedi cael awdurdodiad ysgrifenedig gan y Gwasanaethau Meddygol Amddiffyn i gael gwasanaethau meddygol sylfaenol gan bractis y contractwr, a
- (b) sy'n byw neu'n gweithio o fewn ardal practis y contractwr yn ystod y cyfnod y rhoddir yr awdurdodiad ysgrifenedig hwnnw mewn cysylltiad ag ef.

(3) Pan fo'r contractwr wedi derbyn person y mae is-baragraff (2) yn gymwys iddo i'w restr ogleifion, rhaid i'r contractwr—

- (a) sicrhau copi o gofnod meddygol y claf, neu grynodeb o'r cofnod hwnnw, gan y Gwasanaethau Meddygol Amddiffyn, a

- (iii) a donee of a lasting power of attorney granted by that person, or
- (iv) a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005(1).

(5) Where a contractor accepts an application for inclusion in the contractor's list of patients, the contractor must give notice in writing to the Local Health Board of that acceptance as soon as practicable.

(6) The Local Health Board must, on receipt of a notice given under sub-paragraph (5)—

- (a) include the applicant in the contractor's list of patients from the date on which the notice is received, and
- (b) if it is the first time the applicant has been accepted as a registered patient by (or assigned by a Local Health Board to) a contractor or APMS contractor, give notice in writing of that acceptance to the applicant (or, in the case of a child or an adult who lacks capacity, the person making the application on their behalf).

Inclusion in list of patients: armed forces personnel

24.—(1) Unless paragraph 26(1) applies, the contractor must, 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 2 years and paragraph 34(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 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 list 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

(1) 2005 p. 9.

(1) 2005 c. 9.

- (b) darparu diweddariadau rheolaidd i'r Gwasanaethau Meddygol Amddiffyn, fesul pa ysbeidiau bynnag y cytunwyd arnynt gyda'r Gwasanaethau Meddygol Amddiffyn, am unrhyw ofal a thriniaeth y mae'r contractor wr wedi eu darparu i'r claf.
- (4) Ar ddiwedd y cyfnod o 2 flynedd, neu ar unrhyw ddyddiad cynharach pan fydd cyfrifoldeb y contractor wr am y claf wedi dod i ben, rhaid i'r contractor wr—
- (a) hysbysu'r Gwasanaethau Meddygol Amddiffyn yn ysgrifenedig fod cyfrifoldeb y contractor wr am y claf wedi dod i ben, a
 - (b) diweddu cofnod meddygol y claf, neu grynodeb o'r cofnod hwnnw, a'i ddychwelyd i'r Gwasanaethau Meddygol Amddiffyn.

Preswylwyr dros dro

25.—(1) Oni bai bod paragraff 26(1) yn gymwys, os yw ei restr o gleifion yn agored rhaid i'r contractor wr dderbyn person yn breswylydd dros dro os yw'r person—

- (a) yn preswyllo dros dro i ffwrdd o'i fan preswyllo arferol ac nad yw'n cael gwasanaethau unedig (neu wasanaethau cyfatebol) o dan unrhyw drefniant arall yn yr ardal lle y mae'r person hwnnw'n preswyllo dros dro, neu
- (b) yn symud o le i le ac nad yw am y tro yn preswyllo mewn unrhyw le.

(2) At ddibenion is-baragraff (1), mae person i'w ystyried yn breswylydd dros dro mewn lle os yw, pan fydd y person hwnnw'n cyrraedd y lle hwnnw, yn bwriadu aros yno am fwy na 24 o oriau ond dim mwy na 12 wythnos.

(3) Pan fo contractor wr yn awyddus i derfynu ei cyfrifoldeb am berson a dderbyniwyd ganddo yn breswylydd dros dro cyn pen—

- (a) 12 wythnos, neu
- (b) unrhyw gyfnod byrrach y cytunodd y contractor wr i dderbyn y person hwnnw yn breswylydd dros dro amdano,

rhaid i'r contractor wr roi hysbysiad o'r ffaith honno i'r person naill ai ar lafar neu yn ysgrifenedig ac mae cyfrifoldeb y contractor wr am y person hwnnw yn dod i ben 7 niwrnod ar ôl y dyddiad y rhoddir yr hysbysiad.

(4) Pan fo cyfrifoldeb y contractor wr am berson fel preswylydd dros dro yn dod i ben, rhaid i'r contractor wr roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ei fod wedi derbyn y person hwnnw yn breswylydd dros dro—

- (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 2 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 in writing 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.

Temporary residents

25.—(1) Unless paragraph 26(1) applies, the contractor must, if its list of patients is open, accept a person as a temporary resident if that person is—

- (a) temporarily resident away from their normal place of residence and is not being provided with unified services (or their equivalent) under any other arrangement in the locality where that person is temporarily residing, or
- (b) moving from place to place and not for the time being resident in any place.

(2) For the purposes of sub-paragraph (1), a person is to be regarded as temporarily resident in a place if, when that person arrives in that place, they intend to stay there for more than 24 hours but not more than 12 weeks.

(3) Where a contractor wants to terminate its responsibility for a person accepted by it as a temporary resident before the end of—

- (a) 12 weeks, or
- (b) such shorter period for which the contractor agreed to accept that person as a temporary resident,

the contractor must give notice of that fact to the person either orally or in writing and the contractor's responsibility for that person ceases 7 days after the date on which notice is given.

(4) Where the contractor's responsibility for a person as a temporary resident comes to an end, the contractor must give notice in writing to the Local Health Board of its acceptance of that person as a temporary resident—

- (a) ar ddiwedd y cyfnod o 12 wythnos sy'n dechrau â'r dyddiad y derbyniodd y contractwr y person hwnnw yn breswylydd dros dro, neu
- (b) os daeth cyfrifoldeb y contractwr am y person hwnnw fel preswylydd dros dro i ben yn gynharach nag ar ddiwedd y cyfnod o 12 wythnos y cyfeirir ato ym mharagraff (a), ar ddiwedd y cyfnod hwnnw.

Gwrthod ceisiadau i gynnwys person yn y rhestr o gleifion neu derfynu'r cyfrifoldeb am breswylwyr dros dro yn gynnar

26.—(1) Ni chaiff contractwr wrthod cais a wneir o dan baragraffau 23, 24, neu 25 na therfynu ei gyfrifoldeb am berson a dderbyniwyd ganddo yn breswylydd dros dro o dan baragraff 25(3) ond os oes ganddo sail resymol dros wneud hynny nad yw'n ymwneud â hil, dosbarth cymdeithasol, oedran, crefydd neu gred, cyfeiriadedd rhywiol, golwg, rhywedd neu ailbennu rhywedd, priodas neu bartneriaeth sifil, beichiogrwydd neu famolaeth, anabledd neu gyflwr meddygol y ceisydd.

(2) Caiff y seiliau rhesymol y cyfeirir atynt yn is-baragraff (1), yn achos ceisiadau a wneir o dan baragraff 23, gynnwys y sail nad yw'r ceisydd yn byw yn ardal practis y contractwr.

(3) Pan fo contractwr yn gwrthod cais a wneir o dan baragraffau 23, 24 neu 25 neu'n terfynu ei gyfrifoldeb am berson a dderbyniwyd ganddo yn breswylydd dros dro o dan baragraff 25(3), rhaid i'r contractwr roi hysbysiad ysgrifenedig o'r gwrthodiad hwnnw neu'r terfyniad hwnnw, a'r rhesymau drosto, i'r ceisydd (neu, yn achos plentyn neu oedolyn sydd heb alluedd, i'r person a wnaeth y cais ar ei ran) cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â dyddiad ei benderfyniad.

(4) Rhaid i'r contractwr—

- (a) cadw cofnod ysgrifenedig
 - (i) o'r penderfyniad i wrthod unrhyw gais a wneir o dan baragraffau 23, 24 neu 25 neu i derfynu ei gyfrifoldeb am berson a dderbyniwyd ganddo yn breswylydd dros dro o dan baragraff 25(3), a
 - (ii) o'r rhesymau dros y gwrthodiad hwnnw neu'r terfyniad hwnnw, a
- (b) rhoi'r cofnodion hyn ar gael i'r Bwrdd Iechyd Lleol ar gais.

- (a) at the end of the period of 12 weeks beginning with the date on which the contractor accepted that person as a temporary resident, or
- (b) if the contractor's responsibility for that person as a temporary resident came to an end earlier than at the end of the 12 week period referred to in paragraph (a), at the end of that period.

Refusal of applications for inclusion in the list of patients or early termination of responsibility for temporary residents

26.—(1) The contractor may only refuse an application made under paragraphs 23, 24 or 25 or terminate its responsibility for a person accepted by it as a temporary resident under paragraph 25(3) if it has reasonable grounds for doing so which do not relate to the applicant's race, social class, age, religion or belief, sexual orientation, appearance, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, disability or medical condition.

(2) The reasonable grounds referred to in subparagraph (1) may, in the case of applications made under paragraph 23, include the ground that the applicant does not live in the contractor's practice area.

(3) Where a contractor refuses an application made under paragraphs 23, 24 or 25 or terminates its responsibility for a person accepted by it as a temporary resident under paragraph 25(3), the contractor must give notice in writing of that refusal or termination and the reasons for it to the applicant (or, in the case of a child or an adult who lacks capacity, to the person who made the application on their behalf) before the end of the period of 14 days beginning with the date of its decision.

(4) The contractor must—

- (a) keep a written record of
 - (i) the refusal of any application made under paragraphs 23, 24 or 25 or termination its responsibility for a person accepted by it as a temporary resident under paragraph 25(3), and
 - (ii) the reasons for that refusal or termination, and
- (b) make such records available to the Local Health Board on request.

Hoff ddewis y claf o ymarferydd

27.—(1) Pan fo'r contractor wedi derbyn cais a wneir o dan baragraffau 23, 24 neu 25 i gynnwys person yn ei restr o gleifion, rhaid i'r contractor gofnodi yn ysgrifenedig unrhyw hoff ddewis a fynegir gan y person hwnnw (neu, yn achos plentyn neu oedolyn sydd heb alluedd, y person a wnaeth y cais ar ran y ceisydd) i gael gwasanaethau gan gyflawnydd penodol, naill ai yn gyffredinol neu mewn perthynas ag unrhyw gyflwr penodol.

(2) Rhaid i'r contractor ymdrechu i gydymffurfio ag unrhyw hoff ddewis rhesymol a fynegir o dan is-baragraff (1) ond nid oes angen iddo wneud hynny—

- (a) os oes gan y cyflawnydd sy'n hoff ddewis sail resymol dros wrthod darparu gwasanaethau i'r person a fynegodd y dewis, neu
- (b) os nad yw'r cyflawnydd sy'n hoff ddewis yn rheolaidd yn cyflawni'r gwasanaeth o dan sylw o fewn practis y contractor.

Dileu person o'r rhestr ar gais y claf

28.—(1) Rhaid i'r contractor hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig am unrhyw gais a wneir gan unrhyw berson sy'n glaf cofrestredig i gael ei ddileu o restr y contractor o gleifion.

(2) Pan fo'r Bwrdd Iechyd Lleol—

- (a) yn cael hysbysiad gan y contractor o dan is-baragraff (1), neu
- (b) yn cael cais yn uniongyrchol gan y person am gael ei ddileu o restr y contractor o gleifion,

rhaid i'r Bwrdd Iechyd Lleol ddileu'r person hwnnw o restr y contractor o gleifion.

(3) Mae'r penderfyniad i ddileu person o restr contractor o gleifion yn unol ag is-baragraff (2) i gael effaith ar ba un bynnag yw'r cyntaf o blith—

- (a) y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol fod y person hwnnw wedi ei gofrestru gyda darparwr gwasanaethau unedig (neu wasanaethau cyfatebol) arall, neu
- (b) 14 o ddiwrnodau ar ôl y dyddiad y daw'r hysbysiad a roddir o dan is-baragraff (1) neu'r cais a wneir o dan is-baragraff (2) i law'r Bwrdd Iechyd Lleol.

(4) Rhaid i'r Bwrdd Iechyd Lleol, cyn gynted ag y bo'n ymarferol, roi hysbysiad ysgrifenedig—

- (a) i'r person a wnaeth y cais am y dileu, a
- (b) i'r contractor,

Patient preference of practitioner

27.—(1) Where the contractor has accepted an application made under paragraphs 23, 24 or 25 for inclusion in its list of patients, the contractor must record in writing any preference expressed by that person (or, in the case of a child or an adult who lacks capacity, the person who made the application on the applicant's behalf) to receive services from a particular performer, either generally or in relation to a specific condition.

(2) The contractor must endeavour to comply with any reasonable preference expressed under sub-paragraph (1) but need not do so if the preferred performer—

- (a) has reasonable grounds for refusing to provide services to the person who expressed the preference, or
- (b) does not routinely perform the service in question within the contractor's practice.

Removal from the list at the request of the patient

28.—(1) The contractor must notify the Local Health Board in writing of any request made by any person who is a registered patient to be removed from the contractor's list of patients.

(2) Where the Local Health Board—

- (a) receives notification from the contractor under sub-paragraph (1), or
- (b) receives directly a request from the person to be removed from the contractor's list of patients,

the Local Health Board must remove that person from the contractor's list of patients.

(3) The removal of a person from a contractor's list of patients in accordance with sub-paragraph (2) is to take effect on whichever is the earlier of—

- (a) the date on which the Local Health Board is given notice of the registration of that person with another provider of unified services (or their equivalent), or
- (b) 14 days after the date on which the notice given under sub-paragraph (1) or the request made under sub-paragraph (2) is received by the Local Health Board.

(4) The Local Health Board must, as soon as practicable, give notice in writing to—

- (a) the person who requested the removal, and
- (b) the contractor,

fod enw'r person i'w ddileu, neu ei fod wedi ei ddileu, o restr y contractwr o gleifion ar y dyddiad y cyfeirir ato yn is-baragraft (3).

(5) Yn y paragraff hwn ac ym mharagraffau 29(1)(b) a (10), 30(5) a (6), 32 a 35, rhaid i gyfeiriad at gais sy'n dod i law oddi wrth berson, neu at gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo, gynnwys y canlynol—

(a) yn achos plentyn—

- (i) cais sy'n dod i law gan y naill riant neu'r llall neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddynt, neu yn absenoldeb y ddau riant, cais sy'n dod i law gan y gwarcheidwad neu'r oedolyn arall sydd â gofal dros y plentyn neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo,
 - (ii) cais sy'n dod i law gan berson a awdurdodir yn briodol gan awdurdod lleol y traddodwyd plentyn i'w ofal o dan Ddeddf Plant 1989 neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo, neu
 - (iii) cais sy'n dod i law gan berson a awdurdodir yn briodol gan sefydliad gwirfoddol y mae'r plentyn yn cael llety ganddo o dan ddarpariaethau Deddf Plant 1989 neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo, neu
- (b) yn achos claf sy'n oedolyn sydd heb alluedd i wneud y cais perthnasol neu i dderbyn y cyngor, yr wybodaeth neu'r hysbysiad perthnasol—
- (i) cais sy'n dod i law gan berthynas i'r person hwnnw neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo,
 - (ii) cais sy'n dod i law gan brif ofalwr i'r person hwnnw neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo,
 - (iii) cais sy'n dod i law gan roddai atwrneiaeth arhosol a roddwyd gan y person hwnnw neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo, neu
 - (iv) cais sy'n dod i law gan ddirprwy a benodwyd ar gyfer y person hwnnw gan y llys o dan Ddeddf Galluedd Meddyliol 2005 neu gyngor, gwybodaeth neu hysbysiad y mae'n ofynnol eu rhoi iddo.

that the person's name is to be, or has been, removed from the contractor's list of patients on the date referred to in sub-paragraph (3).

(5) In this paragraph and in paragraphs 29(1)(b) and (10), 30(5) and (6), 32 and 35, a reference to a request received from or advice, information or notice required to be given to, a person must include a request received from or advice, information or notice required to be given to—

(a) in the case of a child—

- (i) either parent, or in the absence of both parents, the guardian or other adult who has care of the child,
 - (ii) a person duly authorised by a local authority to whose care the child has been committed under the Children Act 1989, or
 - (iii) a person duly authorised by a voluntary organisation by which the child is being accommodated under the Children Act 1989, or
- (b) in the case of an adult patient who lacks capacity to make the relevant request or receive the relevant advice, information or notice—
- (i) a relative of that person,
 - (ii) the primary carer of that person,
 - (iii) a donee of a lasting power of attorney granted by that person, or
 - (iv) a deputy appointed for that person by the court under the Mental Capacity Act 2005.

Dileu person o'r rhestr ar gais y contractwr

29.—(1) Yn ddarostyngedig i baragraff 30, rhaid i gontractwr a chanddo sail resymol dros fod yn awyddus i berson gael ei ddileu o'i restr o gleifion nad ydynt yn ymwneud â hil, dosbarth cymdeithasol, oedran, crefydd neu gred, cyfeiriadedd rhywiol, rhywedd neu ailbennu rhywedd, priodas neu bartneriaeth sifil, beichiogrwydd neu famolaeth, golwg, anabledd neu gyflwr meddygol y person—

- (a) rhoi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ei fod yn awyddus i ddileu'r person o'r rhestr a darparu o fewn yr hysbysiad esboniad o'r seiliau dros y cais am ei ddileu a pham y byddai'r penderfyniad i'w ddileu yn rhesymol, a
- (b) yn ddarostyngedig i is-baragraff (2), rhoi hysbysiad ysgrifenedig i'r person o'i resymau penodol dros ofyn am gael dileu'r person hwnnw o'r rhestr.

(2) Pan fo, ym marn resymol y contractwr—

- (a) amgylchiadau dileu'r person o'r rhestr yn golygu nad yw'n briodol rhoi rheswm mwy penodol, a
- (b) bod tor perthynas diwrthdro wedi bod rhwng y person perthnasol a'r contractwr,

caiff y rheswm a roddir i'r claf o dan is-baragraff (1) fod yn ddatganiad bod tor perthynas o'r fath wedi bod.

(3) Ac eithrio o dan yr amgylchiadau a bennir yn is-baragraff (4), ni chaiff y contractwr wneud cais am ddileu person o'i restr o gleifion o dan is-baragraff (1) ond os yw'r contractwr, cyn diwedd y cyfnod o 1 flwyddyn sy'n dechrau â dyddiad cais y contractwr i'r Bwrdd Iechyd Lleol—

- (a) wedi rhybuddio'r person hwnnw am y risg o gael ei ddileu o'r rhestr honno, a
- (b) wedi esbonio'r rhesymau dros hyn i'r person.

(4) Yr amgylchiadau y cyfeirir atynt yn is-baragraff (3) yw—

- (a) bod y rheswm dros ddileu'r person o'r rhestr yn ymwneud â newid cyfeiriad,
- (b) bod gan y contractwr sail resymol dros gred y byddai rhoi rhybudd o dan is-baragraff (3)(a)—
 - (i) yn niweidiol i iechyd corfforol neu feddyliol y person, neu
 - (ii) yn creu risg i ddiogelwch un neu ragor o'r personau a bennir yn is-baragraff (5), neu

Removal from the list at the request of the contractor

29.—(1) Subject to paragraph 30, a contractor who has reasonable grounds for wanting a person to be removed from its list of patients which do not relate to the person's race, social class, age, religion or belief, sexual orientation, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, appearance, disability or medical condition must—

- (a) give notice in writing to the Local Health Board that it wants to have the person removed and provide within the notice an explanation of the grounds for the requested removal and why the removal would be reasonable, and
- (b) subject to sub-paragraph (2), give notice in writing to the person of its specific reasons for requesting the removal of that person.

(2) Where in the reasonable opinion of the contractor—

- (a) the circumstances of the person's removal are such that it is not appropriate for a more specific reason to be given, and
- (b) there has been an irrevocable breakdown in the relationship between the relevant person and the contractor,

the reason given to the patient under sub-paragraph (1) may consist of a statement that there has been such a breakdown.

(3) Except in the circumstances specified in sub-paragraph (4) a contractor may only request the removal of a person from its list of patients under sub-paragraph (1), if, before the end of the period of 1 year beginning with the date of the contractor's request to the Local Health Board, the contractor has—

- (a) warned that person of the risk of being removed from that list; and
- (b) explained to that person the reasons for this.

(4) The circumstances referred to in sub-paragraph (3) are that—

- (a) the reason for removal relates to a change of address,
- (b) the contractor has reasonable grounds for believing that the giving of a warning under sub-paragraph (3)(a) would—
 - (i) be harmful to the person's physical or mental health, or
 - (ii) put at risk the safety of one or more of the persons specified in sub-paragraph (5), or

(c) bod y contractwr yn ystyried nad yw'n rhesymol neu'n ymarferol fel arall i rybudd gael ei roi.

(5) Y personau y cyfeirir atynt yn is-baragraff (4) yw—

- (a) y contractwr, pan fo'r contractwr yn ymarferydd meddygol unigol,
- (b) yn achos contract gyda dau neu ragor o bersonau yn ymarfer mewn partneriaeth, partner yn y bartneriaeth honno,
- (c) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau, person y mae cyfrannau yn y cwmni hwnnw yn eiddo iddo yn gyfreithiol ac yn llesiannol,
- (d) aelod o staff y contractwr,
- (e) person a gymerwyd ymlaen gan y contractwr i gyflawni neu i helpu i gyflawni gwasanaethau o dan y contract, neu
- (f) unrhyw berson arall sy'n bresennol—
 - (i) ar y fangre practis, neu
 - (ii) yn y man lle mae gwasanaethau'n cael eu darparu i'r claf o dan y contract.

(6) Rhaid i'r contractwr gadw cofnod ysgrifenedig—

- (a) o ddyddiad unrhyw rybudd a roddir yn unol ag is-baragraff (3)(a) a'r rhesymau dros roi'r rybudd hwnnw fel y'u hesboniwyd i'r person o dan sylw, neu
- (b) o'r rheswm pam na roddwyd rybudd o'r fath.

(7) Rhaid i'r contractwr gadw cofnod ysgrifenedig o ddileu unrhyw berson o'i restr o gleifion o dan y paragraff hwn sy'n cynnwys—

- (a) y rheswm dros ddileu'r person o'r rhestr,
- (b) amgylchiadau dileu'r person o'r rhestr, ac
- (c) mewn achosion pan fo is-baragraff (2) yn gymwys, y sail sy'n golygu nad yw rheswm mwy penodol yn briodol,

a rhaid i'r contractwr sicrhau bod y cofnod hwn ar gael i'r Bwrdd Iechyd Lleol ar gais.

(8) Yn ddarostyngedig i is-baragraff (9), rhaid i'r penderfyniad i ddileu person o restr y contractwr ogleision gael effaith o ba un bynnag yw'r cynharaf o blith—

- (a) y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol fod y person hwnnw wedi ei gofrestru gyda darparwr gwasanaethau unedig (neu wasanaethau cyfatebol) arall,
- (b) yr wythfed niwrnod ar ôl i'r Bwrdd Iechyd Lleol roi hysbysiad i'r contractwr ei fod yn cymeradwyo dileu'r person o'r rhestr, neu

(c) the contractor considers that it is not otherwise reasonable or practicable for a warning to be given.

(5) The persons referred to in sub-paragraph (4) are—

- (a) the contractor, where the contractor is an individual medical practitioner,
- (b) in the case of a contract with two or more persons practising in partnership, a partner in that partnership,
- (c) in the case of a contract with a company limited by shares, a person who is both a legal and beneficial owner of shares in that company,
- (d) a member of the contractor's staff,
- (e) a person engaged by the contractor to perform or assist in the performance of services under the contract, or
- (f) any other person present—
 - (i) on the practice premises, or
 - (ii) in the place where services are being provided to the patient under the contract.

(6) The contractor must keep a written record of—

- (a) the date of any warning given in accordance with sub-paragraph (3)(a) and the reasons for giving such a warning as explained to the person concerned, or
- (b) the reason why no such warning was given.

(7) The contractor must keep a written record of removal of any person from its list of patients under this paragraph which includes—

- (a) the reason for removal,
- (b) the circumstances of the removal, and
- (c) in cases where sub-paragraph (2) applies, the grounds for a more specific reason not being appropriate,

and the contractor must make this record available to the Local Health Board on request.

(8) The removal of a person from the contractor's list of patients must, subject to sub-paragraph (9), take effect from whichever is the earlier of—

- (a) the date on which the Local Health Board is given notice of the registration of that person with another provider of unified services (or their equivalent),
- (b) the eighth day after the Local Health Board gives notice to the contractor of its approval of the removal, or

- (c) yr wythfed niwrnod ar hugain ar ôl y dyddiad y mae'r hysbysiad gan y contractor yn dod i law'r Bwrdd Iechyd Lleol, os nad yw'r Bwrdd Iechyd Lleol wedi cymeradwyo nac wedi gwrthod yr hysbysiad yn ystod y cyfnod hwynnw.

(9) Pan fo'r contractor, ar y dyddiad y byddai'r penderfyniad i ddileu'r person o'r rhestr yn cael effaith o dan is-baragraff (8), yn trin y person fesul ysbeidiau o lai na 7 niwrnod, rhaid i'r contractor roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol o'r ffaith honno ac mae'r penderfyniad i ddileu'r person yn cael effaith ar ba un bynnag yw'r cynharaf o blith—

- (a) yr wythfed diwrnod ar ôl i'r Bwrdd Iechyd Lleol gael hysbysiad gan y contractor nad oes ar y person angen triniaeth o'r fath mwyach, neu
- (b) y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol bod y person wedi ei gofrestru gyda darparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol).

(10) Os yw person i gael ei ddileu o restr y contractor o gleifion yn unol ag is-baragraff (8) neu (9), rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig—

- (a) i'r person y cymeradwywyd ei ddileu o'r rhestr, a
- (b) i'r contractor,

fod enw'r person wedi ei ddileu neu i'w ddileu o restr y contractor ogleifion ar y dyddiad y cyfeirir ato yn is-baragraff (8) neu (9).

Dileu o'r rhestr gleifion sy'n dreisgar

30.—(1) Pan fo contractor yn dymuno i berson gael ei ddileu o'i restr ogleifion ar y sail—

- (a) bod y person wedi cyflawni gweithred o drais yn erbyn unrhyw un neu ragor o'r personau a bennir yn is-baragraff (2) neu wedi ymddwyn yn y fath fodd fel bod unrhyw un neu ragor o'r personau hynny wedi ofni am eu diogelwch, a
- (b) bod y contractor wedi adrodd am y digwyddiad i'r heddlu,

rhaid i'r contractor roi hysbysiad i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (3) yn gofyn i'r person gael ei ddileu o'i restr ogleifion.

(2) Y personau a bennir yn yr is-baragraff hwn yw—

- (a) y contractor, pan fo'r contractor yn ymarfer yd meddygol unigol,
- (b) yn achos contract gyda dau neu ragor o bersonau yn ymarfer mewn partneriaeth, partner yn y bartneriaeth honno,

- (c) the twenty-eighth day after the date on which the Local Health Board receives the notice from the contractor, if the Local Health Board has neither approved nor rejected the notice during that period.

(9) Where, on the date on which the removal would take effect under sub-paragraph (8), the contractor is treating that person at intervals of less than 7 days, the contractor must give notice in writing to the Local Health Board of that fact and the removal takes effect on whichever is the earlier of—

- (a) the eighth day after the Local Health Board is given notice by the contractor that the person no longer needs such treatment, or
- (b) the date on which the Local Health Board is given notice of the registration of the person with another provider of unified services (or their equivalent).

(10) If a person is to be removed from the contractor's list of patients pursuant to sub-paragraphs (8) or (9), the Local Health Board must give notice in writing to—

- (a) the person in respect of whom the removal is approved, and
- (b) the contractor,

that the person's name has been or is to be removed from the contractor's list of patients on the date referred to in sub-paragraphs (8) or (9).

Removals from the list of patients who are violent

30.—(1) Where a contractor wants a person to be removed from its list of patients on the grounds that—

- (a) the person has committed an act of violence against any of the persons specified in sub-paragraph (2) or has behaved in such a way that any of those persons has feared for their safety, and
- (b) the contractor has reported the incident to the police,

the contractor must give notice to the Local Health Board in accordance with sub-paragraph (3) requesting that the person be removed from its list of patients.

(2) The persons specified in this sub-paragraph are—

- (a) the contractor, where the contractor is an individual medical practitioner,
- (b) in the case of a contract with two or more persons practising in partnership, a partner in the partnership,

- (c) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau, person y mae cyfrannau yn y cwmni hwnnw yn eiddo iddo yn gyfreithiol ac yn llesiannol,
- (d) aelod o staff y contractor,
- (e) person a gymerwyd ymlaen gan y contractor i gyflawni neu i helpu i gyflawni gwasanaethau o dan y contract, neu
- (f) unrhyw berson arall sy'n bresennol—
 - (i) ar fangre practis y contractor, neu
 - (ii) yn y man lle'r oedd gwasanaethau'n cael eu darparu i'r claf o dan y contract.

(3) Rhaid i hysbysiad o dan is-baragraff (1) fod yn ysgrifenedig a rhaid iddo gynnwys y rhif cyfeirnod trosedd a ddyrannwyd i'r digwyddiad gan yr heddlu.

(4) Mae penderfyniad i ddileu person o restr y gwnaed cais amdano yn unol ag is-baragraff (1) yn cael effaith o ba un bynnag yw'r cynharaf o blith—

- (a) y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol bod y person hwnnw wedi ei gofrestru gyda darparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol),
- (b) drannoeth y diwrnod y mae'r Bwrdd Iechyd Lleol yn rhoi hysbysiad i'r contractor ei fod wedi cymeradwyo dileu'r person o'r rhestr, neu
- (c) y seithfed niwrnod ar ôl y dyddiad y mae'r Bwrdd Iechyd Lleol yn cael yr hysbysiad gan y contractor, os nad yw'r Bwrdd Iechyd Lleol wedi cymeradwyo nac wedi gwrthod yr hysbysiad o fewn y cyfnod hwnnw.

(5) Pan fo'r contractor, yn unol â'r paragraff hwn, wedi rhoi hysbysiad i'r Bwrdd Iechyd Lleol ei fod yn dymuno dileu claf o'i restr o gleifion a bod y cais hwnnw wedi cymryd effaith o dan is-baragraff (4), rhaid i'r contractor hysbysu'r person hwnnw o'r ffaith honno oni bai—

- (a) nad yw'n rhesymol ymarferol i'r contractor wneud hynny, neu
- (b) bod gan y contractor sail resymol dros gredu y byddai gwneud hynny—
 - (i) yn niweidiol i iechyd corfforol neu feddyliol y person hwnnw, neu
 - (ii) yn peri risg i ddiogelwch unrhyw berson a bennir yn is-baragraff (2).

(6) Pan fo person yn cael ei ddileu o restr y contractor ogleision o dan y paragraff hwn, rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad i'r person hwnnw yn ysgrifenedig ei fod wedi ei ddileu o'r rhestr.

- (c) in the case of a contract with a company limited by shares, a person who is both a legal and beneficial owner of shares in that company,
- (d) a member of the contractor's staff,
- (e) a person engaged by the contractor to perform or assist in the performance of services under the contract, or
- (f) any other person present—
 - (i) on the contractor's practice premises, or
 - (ii) in the place where services were provided to the person under the contract.

(3) Notification under sub-paragraph (1) must be in writing and include the crime reference number allocated to the incident by the police.

(4) A removal requested in accordance with sub-paragraph (1) takes effect from whichever is the earlier of—

- (a) the date on which the Local Health Board is given notice of the registration of that person with another provider of unified services (or their equivalent),
- (b) the day after the day on which the Local Health Board gives notice to the contractor of its approval of the removal, or
- (c) the seventh day after the date on which the Local Health Board receives the notice from the contractor, if the Local Health Board has neither approved nor rejected the notice within that period.

(5) Where, pursuant to this paragraph, the contractor has given notice to the Local Health Board that it wants to have a patient removed from its list of patients and that request has taken effect under sub-paragraph (4), the contractor must inform that person of that fact unless—

- (a) it is not reasonably practicable for the contractor to do so, or
- (b) the contractor has reasonable grounds for believing that to do so would—
 - (i) be harmful to that person's physical or mental health, or
 - (ii) put the safety of any person specified in sub-paragraph (2) at risk.

(6) Where a person is removed from the contractor's list of patients under this paragraph, the Local Health Board must give that person notice in writing of that removal.

(7) Rhaid i'r contractor gofnodi penderfyniad i ddileu unrhyw berson o'i restr o gleifion o dan y paragraff hwn, a'r amgylchiadau sy'n arwain at ei ddileu, yng nghofnodion meddygol y person y dilëir ei enw.

Dileu cleifion o'r rhestr os ydynt wedi eu gofrestru mewn man arall

31.—(1) Rhaid i'r Bwrdd Iechyd Lleol ddileu person o restr y contractor o gleifion—

- (a) os yw'r person wedi ei gofrestru wedyn gyda darparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol) yn ardal y Bwrdd Iechyd Lleol, neu
- (b) os yw'r Bwrdd Iechyd Lleol wedi cael hysbysiad gan Fwrdd Iechyd Lleol arall, GIG Lloegr, Bwrdd Iechyd neu Ymddiriedolaeth Iechyd a Gofal Cymdeithasol fod y claf wedi ei gofrestru wedyn gyda darparwr gwasanaethau unedig (neu wasanaethau cyfatebol) y tu allan i ardal y Bwrdd Iechyd Lleol.

(2) Mae dileu person yn unol ag is-baragraff (1) i gael effaith—

- (a) ar y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol fod y person wedi ei gofrestru gyda'r darparwr newydd, neu
- (b) gyda chydysniad y Bwrdd Iechyd Lleol, ar unrhyw ddyddiad arall y cytunir arno rhwng y contractor a'r darparwr newydd.

(3) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i contractor am unrhyw berson sy'n cael ei ddileu o'i restr o gleifion o dan is-baragraff (1).

Dileu o'r rhestr gleifion sydd wedi symud

32.—(1) Yn ddarostyngedig i is-baragraff (2), pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni, neu wedi ei hysbysu gan y contractor, fod person ar restr y contractor o gleifion wedi symud ac nad yw'n preswylio mwyach yn ardal practis y contractor hwnnw, rhaid i'r Bwrdd Iechyd Lleol—

- (a) rhoi gwybod i'r person ac i'r contractor nad oes rheidrwydd bellach ar y contractor i ymweld â'r person a'i drin,
- (b) cynghori'r person yn ysgrifenedig naill ai i sicrhau cytundeb y contractor i'r person hwnnw barhau i gael ei gynnwys ar restr y contractor o gleifion, neu i wneud cais i gofrestru gyda darparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol), ac

(7) The contractor must record the removal of any person from its list of patients under this paragraph and the circumstances leading to that removal in the medical records of the person removed.

Removal from lists if patients registered elsewhere

31.—(1) The Local Health Board must remove a person from the contractor's list of patients if—

- (a) the person has subsequently been registered with another provider of unified services (or their equivalent) in the area of the Local Health Board, or
- (b) it has received notice from another Local Health Board, NHS England, a Health Board or a Health and Social Care Trust that the patient has subsequently been registered with a provider of unified services (or their equivalent) outside the area of the Local Health Board.

(2) A removal in accordance with sub-paragraph (1) is to take effect—

- (a) on the date on which the Local Health Board is given notice of the person's registration with the new provider, or
- (b) with the consent of the Local Health Board, on such other date as has been agreed between the contractor and the new provider.

(3) The Local Health Board must give notice in writing to the contractor of any person removed from its list of patients under sub-paragraph (1).

Removal from the list of patients who have moved

32.—(1) Subject to sub-paragraph (2), where the Local Health Board is satisfied, or is notified by the contractor, that a person on the contractor's list of patients has moved and no longer resides in that contractor's practice area, the Local Health Board must—

- (a) inform both the person and the contractor that the contractor is no longer obliged to visit and treat the person,
- (b) advise the person in writing to either obtain the contractor's agreement to that person's continued inclusion on the contractor's list of patients or to apply for registration with another provider of unified services (or their equivalent), and

- (c) rhoi gwybod i'r person, os nad yw'r person hwnnw, ar ôl y cyfnod o 30 o ddiwrnodau yn dechrau â'r dyddiad y rhoddwyd y cyngor a grybwylir ym mharagraff (b), wedi gweithredu yn unol â'r cyngor hwnnw ac wedi hysbysu'r Bwrdd Iechyd Lleol yn unol â hynny, fod y person hwnnw i'w ddileu o restr y contractwr o gleifion.

(2) Os nad yw'r Bwrdd Iechyd Lleol, ar ddiwedd y cyfnod o 30 o ddiwrnodau a grybwylir yn is-baragraff (1)(c), wedi ei hysbysu gan y person am y camau a gymerwyd, rhaid i'r Bwrdd Iechyd Lleol ddileu'r person hwnnw o restr y contractwr o gleifion a hysbysu'r person hwnnw a'r contractwr ei fod wedi ei ddileu.

Dileu o'r rhestr gleifion nad yw eu cyfeiriad yn hysbys

33. Pan na fo cyfeiriad person sydd ar restr y contractwr o gleifion yn hysbys i'r Bwrdd Iechyd Lleol mwyach a bod y Bwrdd Iechyd Lleol yn credu yn rhesymol nad yw hyn oherwydd na all y claf ddangos prawf o gyfeiriad, caiff y Bwrdd Iechyd Lleol—

- (a) rhoi hysbysiad ysgrifenedig i'r contractwr ei fod, ar ddiwedd y cyfnod o 6 mis sy'n dechrau â'r dyddiad y rhoddwyd yr hysbysiad, yn bwriadu dileu'r person o restr y contractwr o gleifion, a
- (b) ar ddiwedd y cyfnod y cyfeirir ato yn is-baragraff (a), ddileu'r person o restr y contractwr o gleifion oni bai bod y contractwr, cyn diwedd y cyfnod hwnnw, yn bodloni'r Bwrdd Iechyd Lleol bod y person yn glaf y mae'n dal i fod yn gyfrifol am ddarparu gwasanaethau unedig iddo.

Dileu o'r rhestr gleifion sy'n absennol o'r Deyrnas Unedig etc.

34.—(1) Rhaid i'r Bwrdd Iechyd Lleol ddileu person o restr y contractwr o gleifion pan fo'n cael hysbysiad i'r perwyl bod y person—

- (a) yn bwriadu bod i ffwrdd o'r Deyrnas Unedig am gyfnod o 12 wythnos o leiaf,
- (b) yn lluoedd arfog y Goron (ac eithrio yn achos claf y mae paragraff 24 yn gymwys iddo),
- (c) yn treulio cyfnod yn y carchar o fwy na 2 flynedd, neu fwy nag un cyfnod yn y carchar sy'n gyfanswm cyfanredol o fwy na 2 flynedd,
- (d) wedi bod yn absennol o'r Deyrnas Unedig am gyfnod o fwy na 12 wythnos, neu
- (e) wedi marw.

- (c) inform the person that if, after the period of 30 days beginning with the date on which the advice mentioned in paragraph (b) was given, that person has not acted in accordance with that advice and informed the Local Health Board accordingly, that person is to be removed from the contractor's list of patients.

(2) If, at the end of the period of 30 days mentioned in sub-paragraph (1)(c), the Local Health Board has not been informed by the person of the action taken, the Local Health Board must remove that person from the contractor's list of patients and inform that person and the contractor of that removal.

Removal from the list of patients whose address is unknown

33. Where the address of a person who is on the contractor's list of patients is no longer known to the Local Health Board and the Local Health Board reasonably believes this is not due to the patient being unable to provide proof of their address the Local Health Board may—

- (a) give notice in writing to the contractor that it intends, at the end of the period of 6 months beginning with the date on which the notice was given, to remove the person from the contractor's list of patients, and
- (b) at the end of the period referred to in sub-paragraph (a), remove the person from the contractor's list of patients unless, before the end of that period, the contractor satisfies the Local Health Board that the person is a patient to whom it is still responsible for providing unified services.

Removal from the list of patients absent from the United Kingdom etc.

34.—(1) The Local Health Board must remove a person from a contractor's list of patients where it receives notice to the effect that the person—

- (a) intends to be away from the United Kingdom for a period of at least 12 weeks,
- (b) is in the armed forces of the Crown (except in the case of a patient to which paragraph 24 applies),
- (c) is serving a term of imprisonment of more than 2 years or more than one term of imprisonment totalling, in the aggregate more than 2 years,
- (d) has been absent from the United Kingdom for a period of more than 12 weeks, or
- (e) has died.

(2) Mae dileu person o restr contractwr o gleifion o dan y paragraff hwn yn cael effaith—

- (a) pan fo is-baragraff (1)(a) i (c) yn gymwys, o ba un bynnag yw'r hwyraf o blith—
 - (i) y dyddiad y mae'r person yn ymadael, yn ymrestru neu'n cael ei garcharu, neu
 - (ii) y dyddiad y bydd y Bwrdd Iechyd Lleol yn cael hysbysiad am y tro cyntaf fod y person wedi ymadael, wedi ymrestru neu wedi ei garcharu, neu
- (b) pan fo is-baragraff (1)(d) ac (e) yn gymwys, y dyddiad y rhoddir hysbysiad i'r Bwrdd Iechyd Lleol fod y person yn absennol neu wedi marw.

(3) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractwr fod unrhyw berson wedi ei ddileu o restr y contractwr o gleifion o dan y paragraff hwn.

Dileu o'r rhestr gleifion a dderbyniwyd mewn mannau eraill yn breswylwyr dros dro

35.—(1) Rhaid i'r Bwrdd Iechyd Lleol ddileu person o restr y contractwr o gleifion pan fo'r person wedi ei dderbyn yn breswyllydd dros dro gan gcontractwr arall neu ddarparwr arall gwasanaethau unedig (neu wasanaethau cyfatebol) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni, ar ôl ymholiadau priodol—

- (a) bod arhosiad y person yn y man preswylio dros dro wedi mynd dros 12 wythnos, a
- (b) nad yw'r person wedi dychwelyd i'w fan preswylio arferol nac i unrhyw le arall o fewn ardal practis y contractwr.

(2) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig bod person wedi ei dynnu oddi ar restr contractwr o gleifion o dan y paragraff hwn—

- (a) i'r contractwr, a
 - (b) pan fo'n ymarferol, i'r person hwnnw.
- (3) Rhaid i hysbysiad a roddir o dan is-baragraff (2)(b) roi gwybod i'r person—
- (a) am hawlogaeth y person hwnnw i wneud trefniadau ar gyfer darparu gwasanaethau unedig (neu wasanaethau cyfatebol) i'r person hwnnw, gan gynnwys gan y contractwr y mae'r person hwnnw wedi ei drin ganddo fel preswyllydd dros dro, a
 - (b) am enw, cyfeiriad post a chyfeiriad post electronig a rhif ffôn y Bwrdd Iechyd Lleol.

(2) The removal of a person from a contractor's list of patients under this paragraph takes effect from—

- (a) where sub-paragraph (1)(a) to (c) applies, whichever is the latest of—
 - (i) the date of the person's departure, enlistment or imprisonment, or
 - (ii) the date on which the Local Health Board first receives notice of the person's departure, enlistment or imprisonment, or
- (b) where sub-paragraph (1)(d) and (e) applies, the date on which the Local Health Board is given notice of the person's absence or death.

(3) The Local Health Board must give notice in writing to the contractor of the removal of any person from the contractor's list of patients under this paragraph.

Removal from the list of patients accepted elsewhere as temporary residents

35.—(1) The Local Health Board must remove a person from the contractor's list of patients where the person has been accepted as a temporary resident by another contractor or other provider of unified services (or their equivalent) where the Local Health Board is satisfied, after due inquiry that—

- (a) the person's stay in the place of temporary residence has exceeded 12 weeks, and
- (b) the person has not returned to their normal place of residence or to any other place within the contractor's practice area.

(2) The Local Health Board must give notice in writing of the removal of a person from a contractor's list of patients under this paragraph—

- (a) to the contractor, and
- (b) where practicable, to that person.

(3) A notice given under sub-paragraph (2)(b) must inform the person of—

- (a) that person's entitlement to make arrangements for the provision to that person of unified services (or their equivalent), including by the contractor by which that person has been treated as a temporary resident; and
- (b) the name, postal and electronic mail address and telephone number of the Local Health Board.

Dileu o'r rhestr ddisgyblion etc. ysgol

36.—(1) Pan fo'r contractwr yn darparu gwasanaethau unedig o dan y contract i bersonau ar y sail eu bod yn ddisgyblion, yn staff neu'n breswylwyr mewn ysgol, rhaid i'r Bwrdd Iechyd Lleol ddileu o restr y contractwr o gleifion unrhyw berson nad yw'n ymddangos ar y manylion a ddarperir gan yr ysgol honno o bobl sy'n ddisgyblion, yn staff neu'n breswylwyr yn yr ysgol honno.

(2) Pan fo'r Bwrdd Iechyd Lleol wedi gofyn i ysgol ddarparu'r manylion y cyfeirir atynt yn is-baragraff (1) ac nad yw wedi cael y manylion hynny, rhaid i'r Bwrdd Iechyd Lleol ymgynghori â'r contractwr yngylch pa un a ddylai ddileu o restr y contractwr o gleifion unrhyw bersonau sy'n ymddangos yn y rhestr honno fel disgyblion, staff neu breswylwyr yn yr ysgol honno.

(3) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractwr fod unrhyw berson wedi ei ddileu o restr y contractwr o gleifion o dan y paragraff hwn.

Terfynu cyfrifoldeb am gleifion sydd heb eu cofrestru gyda'r contractwr

37.—(1) Pan fo'r contractwr—

- (a) wedi cael cais am ddarpariaeth gwasanaethau meddygol heblaw gwasanaethau unedig—
 - (i) gan berson nad yw wedi ei gynnwys (ac nad yw'n gwneud cais am gael ei gynnwys) yn rhestr y contractwr o gleifion,
 - (ii) gan berson nad yw'r contractwr wedi ei dderbyn yn breswylydd dros dro, neu
 - (iii) a wneir ar ran person y cyfeirir ato yn is-baragraff (i) neu (ii), gan berson a bennir ym mharagraff 23(4), a
- (b) wedi derbyn y person sy'n gwneud y cais neu y gwneir y cais ar ei ran yn glaf ar gyfer darparu'r gwasanaeth o dan sylw,

mae cyfrifoldeb y contractwr am y person hwnnw yn terfynu o dan yr amgylchiadau a ddisgrifir yn is-baragraff (2).

(2) Yr amgylchiadau a ddisgrifir yn yr is-baragraff hwn yw—

- (a) bod y contractwr yn cael gwybod nad yw'r person yn dymuno mwyach i'r contractwr fod yn gyfrifol am ddarparu'r gwasanaeth o dan sylw, neu
- (b) bod y contractwr yn cael gwybod nad yw'r person—
 - (i) yn preswylio mwyach yn yr ardal y mae'r contractwr wedi cytuno i ddarparu'r gwasanaeth o dan sylw ar ei chyfer, neu

Removal from the list of pupils etc. of a school

36.—(1) Where the contractor provides unified services under the contract to persons on the grounds that they are pupils at, or staff or residents of, a school, the Local Health Board must remove any person from a contractor's list of patients who does not appear on the particulars provided by that school of persons who are pupils at, or staff or residents of, that school.

(2) Where the Local Health Board has requested a school to provide the particulars referred to in subparagraph (1) and has not received those particulars, the Local Health Board must consult the contractor as to whether it should remove from the contractor's list of patients any persons appearing in that list as pupils at, or staff or residents of, that school.

(3) The Local Health Board must give notice in writing to the contractor of the removal of any person from the contractor's list of patients under this paragraph.

Termination of responsibility for patients not registered with the contractor

37.—(1) Where the contractor has—

- (a) received an application for the provision of medical services other than unified services—
 - (i) from a person who is not included (and who is not applying to be included) in the contractor's list of patients,
 - (ii) from a person that the contractor has not accepted as a temporary resident, or
 - (iii) made on behalf of a person referred to in sub-paragraph (i) or (ii), by a person specified in paragraph 23(4), and
- (b) accepted the person making the application or on whose behalf the application is made as a patient for the provision of the service in question,

the contractor's responsibility for that person terminates in the circumstances described in subparagraph (2).

(2) The circumstances described in this subparagraph are that—

- (a) the contractor is informed that the person no longer wishes the contractor to be responsible for the provision of the service in question, or
- (b) it comes to the contractor's attention that the person—
 - (i) no longer resides in the area for which the contractor has agreed to provide the service in question, or

- (ii) wedi ei gynnwys mwyach yn rhestr cleifion contractwr arall y mae'r contractwr wedi cytuno i ddarparu'r gwasanaeth hwnnw i'w gleifion cofrestredig.
- (3) Rhaid i'r contractwr gadw cofnod ysgrifenedig o derfyniadau o dan y paragraff hwn ac o'r rhesymau dros y terfyniadau hynny, a rhaid iddo drefnu bod y cofnod hwn ar gael i'r Bwrdd Iechyd Lleol ar gais.

RHAN 3

Rhestr o gleifion: cau, etc.

Cais am gau rhestr o gleifion

38.—(1) Pan fo contractwr yn awyddus i gau ei restr o gleifion, rhaid i'r contractwr anfon cais ysgrifenedig i'r perwyl hwnnw ("y cais") i'r Bwrdd Iechyd Lleol.

- (2) Rhaid i'r cais gynnwys yr wybodaeth a ganlyn—
 - (a) y cyfnod o amser, sy'n gyfnod nad yw'n llai na 12 o wythnosau ac nad yw'n hwy nag 1 flwyddyn, pan fo'r contractwr yn cynnig y dylai ei restr o gleifion gael ei chau,
 - (b) y nifer cyfredol o gleifion cofrestredig sydd gan y contractwr,
 - (c) nifer y cleifion cofrestredig (llai na'r nifer cyfredol o gleifion o'r fath, ac wedi ei fynegi naill ai mewn termau absoliwt neu fel canran o nifer y cleifion o'r fath a bennir yn unol â pharagraff (b)) a fyddai, pe cai'r nifer hwnnw ei gyrraedd, yn sbarduno ailagor rhestr cleifion y contractwr,
 - (d) nifer y cleifion cofrestredig (wedi ei fynegi naill ai mewn termau absoliwt neu fel canran o nifer y cleifion o'r fath a bennir yn unol â pharagraff (b)) a fyddai, pe cai'r nifer hwnnw ei gyrraedd, yn sbarduno ail-gau rhestr cleifion y contractwr,
 - (e) unrhyw dynnu'n ôl neu leihau darpariaeth unrhyw wasanaethau ategol a oedd wedi eu darparu yn flaenorol o dan y contract, ac
 - (f) unrhyw wybodaeth arall y mae'r contractwr o'r farm y dylid ei dwyn i sylw'r Bwrdd Iechyd Lleol.

(3) Rhaid i'r Bwrdd Iechyd Lleol gydnabod bod y cais wedi dod i law cyn diwedd y cyfnod o 7 niwrnod sy'n dechrau â'r dyddiad y daeth y cais i law'r Bwrdd Iechyd Lleol.

- (ii) is no longer included in the list of patients of another contractor to whose registered patients the contractor has agreed to provide that service.

(3) The contractor must keep a written record of terminations under this paragraph and of the reasons for those terminations and must make this record available to the Local Health Board on request.

PART 3

List of patients: closure, etc.

Application for closure of list of patients

38.—(1) Where a contractor wants to close its list of patients, the contractor must send a written application to that effect ("the application") to the Local Health Board.

(2) The application must include the following information—

- (a) the period of time, being a period of not less than 12 weeks and not more than 1 year, during which the contractor proposes its list of patients is to be closed,
- (b) the current number of the contractor's registered patients,
- (c) the number of registered patients (lower than the current number of such patients, and expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to paragraph (b)) which, if that number were reached, would trigger the re-opening of the contractor's list of patients,
- (d) the number of registered patients (expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to paragraph (b)) which, if that number were reached, would trigger the re-closure of the contractor's list of patients,
- (e) any withdrawal from or reduction in provision of any supplementary services which had previously been provided under the contract, and
- (f) any other information which the contractor considers ought to be drawn to the attention of the Local Health Board.

(3) The Local Health Board must acknowledge receipt of the application before the end of the period of 7 days beginning with the date on which the Local Health Board received the application.

(4) Rhaid i'r Bwrdd Iechyd Lleol ystyried y cais a chaiff ofyn am unrhyw wybodaeth gan y contractor sy'n ofynnol gan y Bwrdd Iechyd Lleol er mwyn ei alluogi i benderfynu ar y cais.

(5) Rhaid i'r Bwrdd Iechyd Lleol ddechrau trafodaethau gyda'r contractor ynghylch y canlynol—

- (a) y cymorth y gallai'r Bwrdd Iechyd Lleol ei roi i'r contractor, neu
- (b) unrhyw newidiadau y gallai'r Bwrdd Iechyd Lleol neu'r contractor eu gwneud,

a fyddai'n fodd i'r contractor gadw ei restr o gleifion yn agored.

(6) Rhaid i'r Bwrdd Iechyd Lleol a'r contractor, drwy gydol cyfnod y trafodaethau y cyfeirir atynt yn is-baragraff (5), wneud ymdrech resymol i gyflawni'r nod o gadw rhestr y contractor o gleifion yn agored.

(7) Caiff y Bwrdd Iechyd Lleol neu'r contractor, ar unrhyw adeg yn ystod y trafodaethau, wahodd y Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal lle y mae'r contractor yn darparu gwasanaethau o dan y contract i fynd i unrhyw gyfarfodydd a drefnir rhwng y Bwrdd Iechyd Lleol a'r contractor i drafod y cais.

(8) Caiff y Bwrdd Iechyd Lleol ymgynghori ag unrhyw bersonau y mae'n ymddangos i'r Bwrdd Iechyd Lleol y gallai cau rhestr y contractor o gleifion effeithio arnynt, ac os bydd y Bwrdd Iechyd Lleol yn gwneud hyn, rhaid iddo ddarparu i'r contractor grynodeb o'r farn a fynegir gan y personau hynny yr ymgynghorir â hwy ynghylch y cais.

(9) Rhaid i'r Bwrdd Iechyd Lleol alluogi'r contractor i ystyried yr holl wybodaeth a gwneud sylwadau arni cyn i'r Bwrdd Iechyd Lleol wneud penderfyniad mewn cysylltiad â'r cais.

(10) Caiff contractor dynnu'r cais yn ôl unrhyw bryd cyn i'r Bwrdd Iechyd Lleol wneud penderfyniad mewn cysylltiad â'r cais hwnnw.

(11) Rhaid i'r Bwrdd Iechyd Lleol, cyn diweddu y cyfnod o 21 o ddiwrnodau sy'n dechrau â'r dyddiad y daeth y cais i law'r Bwrdd Iechyd Lleol (neu o fewn unrhyw gyfnod hirach y gallai'r partïon gytuno arno), wneud penderfyniad—

- (a) i gymeradwyo'r cais a phenderfynu ar y dyddiad y bydd y penderfyniad i gau rhestr y contractor yn cael effaith, neu
- (b) i wrthod y cais.

(12) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractor o'i benderfyniad—

- (a) i gymeradwyo'r cais yn unol â pharagraff 39, neu
- (b) i wrthod y cais yn unol â pharagraff 40.

(4) The Local Health Board must consider the application and may request such information from the contractor as the Local Health Board requires in order to enable it to determine the application.

(5) The Local Health Board must enter into discussions with the contractor concerning—

- (a) the support which the Local Health Board may give to the contractor, or
- (b) any changes which the Local Health Board or the contractor may make,

which would enable the contractor to keep its list of patients open.

(6) The Local Health Board and the contractor must, throughout the period of the discussions referred to in sub-paragraph (5), use reasonable endeavours to achieve the aim of keeping the contractor's list of patients open.

(7) The Local Health Board or the contractor may, at any stage during the discussions, invite the Local Medical Committee (if there is one) for the area in which the contractor provides services under the contract to attend any meetings arranged between the Local Health Board and the contractor to discuss the application.

(8) The Local Health Board may consult such persons as it appears to the Local Health Board may be affected by the closure of the contractor's list of patients and, if the Local Health Board does so, it must provide to the contractor a summary of the views expressed by those persons consulted in respect of the application.

(9) The Local Health Board must enable the contractor to consider and comment on all the information before the Local Health Board makes a decision in respect of the application.

(10) A contractor may withdraw the application at any time before the Local Health Board makes a decision in respect of that application.

(11) The Local Health Board must, before the end of the period of 21 days beginning with the date on which the application was received by the Local Health Board (or within such longer period as the parties may agree), make a decision to—

- (a) approve the application and determine the date from which the closure of the contractor's list is to take effect, or
- (b) reject the application.

(12) The Local Health Board must give notice in writing to the contractor of its decision to—

- (a) approve the application in accordance with paragraph 39, or
- (b) reject the application in accordance with paragraph 40.

(13) Ni chaiff contractor gyflwyno mwy nag un cais am gau ei restr o gleifion mewn unrhyw gyfnod o 1 flwyddyn sy'n dechrau â'r dyddiad y mae'r Bwrdd Iechyd Lleol yn gwneud ei benderfyniad ar y cais oni bai—

- (a) bod paragraff 40(3) yn gymwys, neu
- (b) bod newid wedi bod yn amgylchiadau'r contractor sy'n effeithio ar ei allu i ddarparu gwasanaethau o dan y contract.

Cymeradwyo cais am gau rhestr o gleifion

39.—(1) Pan fo'r Bwrdd Iechyd Lleol yn cymeradwyo cais am gau rhestr contractor o gleifion, rhaid i'r Bwrdd Iechyd Lleol—

- (a) rhoi hysbysiad ysgrifenedig i'r contractor am ei benderfyniad cyn gynted â phosibl a rhaid i'r hysbysiad ("yr hysbysiad cau") gynnwys y manylion a bennir yn is-baragráff (2), a
- (b) yr un pryd ag y mae'r Bwrdd Iechyd Lleol yn rhoi hysbysiad i'r contractor, anfon copi o'r hysbysiad cau—
 - (i) i'r Pwyllgor Meddygol Lleol (os oes un ar gyfer yr ardal y mae'r contractor yn darparu gwasanaethau o dan y contract ynddi, a
 - (ii) at unrhyw berson yr ymgynghorodd y Bwrdd Iechyd Lleol ag ef yn unol â pharagráff 38(8).

(2) Rhaid i'r hysbysiad cau gynnwys—

- (a) y cyfnod o amser y mae'r rhestr y contractor ogleifion i fod wedi ei chau, sy'n gorfod bod—
 - (i) y cyfnod a bennir yn y cais, neu
 - (ii) pan fo'r Bwrdd Iechyd Lleol a'r contractor wedi cytuno yn ysgrifenedig ar gyfnod gwahanol, y cyfnod gwahanol hwnnw, ac
- yn y naill achos neu'r llall, ni chaiff y cyfnod fod yn llai na 12 wythnos nac yn fwy nag 1 flwyddyn,
- (b) y dyddiad y mae'r penderfyniad i gau'r rhestr ogleifion i gael effaith ("y dyddiad cau"), ac
- (c) y dyddiad y mae'r rhestr ogleifion i ailagor.

(3) Yn ddarostyngedig i baragráff 42, rhaid i contractor gau ei restr o gleifion o'r dyddiad cau ymlaen a rhaid i'r rhestr ogleifion aros ar gau drwy gydol y cyfnod cau fel y'i pennir yn yr hysbysiad cau.

(13) A contractor may not submit more than one application to close its list of patients in any period of 1 year beginning with the date on which the Local Health Board makes its decision on the application unless—

- (a) paragraph 40(3) applies, or
- (b) there has been a change in the circumstances of the contractor which affects its ability to deliver services under the contract.

Approval of an application to close a list of patients

39.—(1) Where the Local Health Board approves an application to close a contractor's list of patients, the Local Health Board must—

- (a) give notice in writing to the contractor of its decision as soon as possible and the notice ("the closure notice") must include the details specified in sub-paragraph (2), and
- (b) at the same time as the Local Health Board gives notice to the contractor, send a copy of the closure notice to—
 - (i) the Local Medical Committee (if any) for the area in which the contractor provides services under the contract, and
 - (ii) any person who the Local Health Board consulted in accordance with paragraph 38(8).

(2) The closure notice must include—

- (a) the period of time for which the contractor's list of patients is to be closed which must be—
 - (i) the period specified in the application, or
 - (ii) where the Local Health Board and the contractor have agreed in writing to a different period, that different period, and

in either case, the period must not be less than 12 weeks and not more than 1 year,

- (b) the date on which the closure of the list of patients is to take effect ("the closure date"), and
- (c) the date on which the list of patients is to re-open.

(3) Subject to paragraph 41, a contractor must close its list of patients with effect from the closure date and the list of patients must remain closed for the duration of the closure period as specified in the closure notice.

Gwrthod cais am gau rhestr o gleifion

40.—(1) Pan fo'r Bwrdd Iechyd Lleol yn gwrthod cais am gau rhestr contractwr o gleifion, rhaid iddo—

- (a) rhoi hysbysiad ysgrifenedig i'r contractwr am ei benderfyniad cyn gynted â phosibl gan gynnwys rhesymau'r Bwrdd Iechyd Lleol dros wrthod y cais, a
- (b) ar yr un pryd ag y mae'n rhoi hysbysiad i'r contractwr, anfon copi o'r hysbysiad—
 - (i) i'r Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractwr yn darparu gwasanaethau o dan y contract ynddi, a
 - (ii) at unrhyw berson yr ymgynghorodd y Bwrdd Iechyd Lleol ag ef yn unol â pharagraff 38(8).
- (2) Yn ddarostyngedig i is-baragraff (3), os yw'r Bwrdd Iechyd Lleol yn gwrthod cais gan gontactwr am gau ei restr o gleifion, ni chaiff y contractwr wneud cais pellach am gau ei restr o gleifion tan ba un bynnag yw'r hwyraf o blith—
 - (a) diwedd y cyfnod o 12 wythnos sy'n dechrau â'r dyddiad y gwneir penderfyniad y Bwrdd Iechyd Lleol i wrthod y cais, neu
 - (b) mewn achos pan fo anghydfod sy'n deillio o benderfyniad y Bwrdd Iechyd Lleol i wrthod y cais wedi ei atgyfeirio at weithdrefn datrys anghydfodau'r GIG, diwedd y cyfnod o 12 wythnos sy'n dechrau â'r dyddiad y gwnaed penderfyniad terfynol i wrthod y cais yn unol â'r weithdrefn honno (neu unrhyw achos llys).
- (3) Caiff contractwr wneud cais pellach am gau ei restr o gleifion pan fo newid wedi bod yn amgylchiadau'r contractwr sy'n effeithio ar allu'r contractwr i ddarparu gwasanaethau o dan y contract.

Ailagor rhestr o gleifion

41. Caiff y contractwr ailagor ei restr o gleifion cyn i'r cyfnod cau ddod i ben os yw'r Bwrdd Iechyd Lleol a'r contractwr yn cytuno y dylai'r contractwr wneud hynny.

Rejection of an application to close a list of patients

40.—(1) Where the Local Health Board rejects an application to close a contractor's list of patients it must—

- (a) give notice in writing to the contractor of its decision as soon as possible, including the Local Health Board's reasons for rejecting the application, and
 - (b) at the same time as it gives notice to the contractor, send a copy of the notice to—
 - (i) the Local Medical Committee (if any) for the area in which the contractor provides services under the contract, and
 - (ii) any person who the Local Health Board consulted in accordance with paragraph 38(8).
- (2) Subject to sub-paragraph (3), if the Local Health Board rejects an application from a contractor to close its list of patients, the contractor must not make a further application to close its list of patients until whichever is the later of—
- (a) the end of the period of 12 weeks beginning with the date on which the Local Health Board's decision to reject the application was made, or
 - (b) in a case where a dispute arising from the Local Health Board's decision to reject the application has been referred to the NHS dispute resolution procedure, the end of the period of 12 weeks beginning with the date on which a final determination to reject the application was made in accordance with that procedure (or any court proceedings).

(3) A contractor may make a further application to close its list of patients where there has been a change in the circumstances of the contractor which affects the contractor's ability to deliver services under the contract.

Re-opening of list of patients

41. The contractor may re-open its list of patients before the expiry of the closure period if the Local Health Board and the contractor agree that the contractor should do so.

RHAN 4

Neilltuo cleifion i restrau

42.—(1) Mae'r Rhan hon yn gymwys mewn cysylltiad â phenderfyniad gan y Bwrdd Iechyd lleol i neilltuo—

- (a) person yn glaf newydd i restr contractwr o gleifion—
 - (i) pan fo'r person hwnnw wedi ei wrthod i'w gynnwys mewn rhestr contractwr o gleifion neu heb ei dderbyn yn breswylydd dros dro gan contractwr, a
 - (ii) pan hoffai'r person hwnnw gael ei gynnwys yn rhestr cleifion contractwr o fewn ardal y Bwrdd Iechyd Lleol y mae'r person hwnnw'n preswylio ynddo, neu
 - (b) unrhyw berson sy'n rhan o wasgariad rhestr yn sgil cau practis—
 - (i) pan nad yw'r person hwnnw wedi cofrestru gyda chontractwr arall, a
 - (ii) pan hoffai'r person hwnnw gael ei gynnwys yn rhestr cleifion contractwr o fewn ardal y Bwrdd Iechyd Lleol y mae'r person hwnnw'n preswylio ynddo, neu
 - (c) unrhyw berson sy'n rhan o wasgariad rhestr yn sgil cau practis pan nad yw'r person hwnnw wedi cofrestru gyda chontractwr arall ac nad yw'r Bwrdd Iechyd Lleol wedi llwyddo i gysylltu â'r person hwnnw.
- (2) Yn y paragraff hwn, ystyr "gwasgariad rhestr" yw dyrannu cleifion o restr contractwr o gleifion gan y Bwrdd Iechyd Lleol ar ôl terfynu'r contract neu yn ystod y cyfnod a nodir yn yr hysbysiad terfynu neu'r cytundeb i derfynu.

Neilltuo cleifion i restrau o gleifion: rhestrau agored a rhestrau wedi eu cau

43.—(1) Yn ddarostyngedig i baragraff 44, caiff y Bwrdd Iechyd Lleol—

- (a) neilltuo claf newydd i gcontractwr y mae ei restr o gleifion yn agored, a
- (b) neilltuo claf newydd i gcontractwr y mae ei restr o gleifion wedi ei chau o dan yr amgylchiadau a bennir yn is-baragraff (2) yn unig.

PART 4

Assignment of patients to lists

42.—(1) This Part applies in respect of the assignment by the Local Health Board of—

- (a) a person as a new patient to a contractor's list of patients where that person—
 - (i) has been refused inclusion in a contractor's list of patients or has not been accepted as a temporary resident by a contractor, and
 - (ii) would like to be included in the list of patients of a contractor within the area of the Local Health Board in which that person resides, or
- (b) any person who is part of a list dispersal resulting from the closure of a practice where that person—
 - (i) has not registered with another contractor, and
 - (ii) would like to be included in the list of patients of a contractor within the area of the Local Health Board in which that person resides; or
- (c) any person who is part of a list dispersal resulting from the closure of a practice where that person has not registered with another contractor and the Local Health Board has been unable to contact that person.

(2) In this paragraph, "list dispersal" means the allocation of patients from a contractor's list of patients by the Local Health Board following termination of the contract or during the period set out in the notice of termination or agreement to terminate.

Assignment of patients to list of patients: open and closed lists

43.—(1) Subject to paragraph 44, the Local Health Board may—

- (a) assign a new patient to a contractor whose list of patients is open, and
- (b) only assign a new patient to a contractor whose list of patients is closed in the circumstances specified in sub-paragraph (2).

(2) Yr amgylchiadau a bennir yn yr is-baragraff hwn yw—

- (a) pan fo'r panel asesu wedi penderfynu o dan baragraff 45(7) y caniateir i gleifion newydd gael eu neilltuo i'r contractor o dan sylw, ac nad yw'r penderfyniad hwnnw wedi ei wyrdroi naill ai drwy benderfyniad gan Weinidogion Cymru o dan baragraff 46(13) neu (pan fo'n gymwys) gan lys, a
- (b) pan fo'r Bwrdd Iechyd Lleol wedi dechrau trafodaethau gyda'r contractor o dan sylw ynghylch neilltuo cleifion newydd os yw trafodaethau o'r fath yn ofynnol o dan baragraff 47.

Ffactorau sy'n berthnasol wrth neilltuo

44. Wrth neilltuo person yn glaf newydd i restr contractor o gleifion o dan baragraff 43(1)(a) neu (b), rhaid i'r Bwrdd Iechyd Lleol roi sylw i'r canlynol—

- (a) hoff ddewisiadau ac amgylchiadau'r person,
- (b) y pellter rhwng man preswylio'r person a mangre practis y contractor,
- (c) unrhyw gais a wneir gan contractor am ddileu'r person o'i restr o gleifion o fewn y cyfnod blaenorol o 6 mis yn dechrau â'r dyddiad y daw'r cais am neilltuo'r person i law'r Bwrdd Iechyd Lleol,
- (d) pa un a yw'r person, yn ystod y cyfnod blaenorol o 6 mis yn dechrau â'r dyddiad y daw'r cais am neilltuo'r person i law'r Bwrdd Iechyd Lleol, wedi ei ddileu o restr o gleifion ar y sail y cyfeirir ati—
 - (i) ym mharagraff 29 (sy'n ymwneud â'r amgylchiadau y gellir dileu person o restr contractor o gleifion ar gais y contractor odanynt),
 - (ii) ym mharagraff 30 (sy'n ymwneud â dileu personau sy'n dreisgar o restr y contractor ogleision), neu
 - (iii) yn y darpariaethau cyfatebol i'r paragraffau hynny mewn perthynas â threfniadau a wneir o dan adran 41(2) o'r Ddeddf (sy'n ymwneud â threfniadau ar gyfer darparu gwasanaethau meddygol sylfaenol),
- (e) mewn achos y mae is-baragraff (d)(ii) yn gymwys iddo (neu y mae darpariaethau cyfatebol fel y'u crybwyllir yn is-baragraff (d)(iii) yn gymwys iddo), pa un a oes gan y contractor gyfleusterau priodol i ymdrin â chleifion o'r fath, ac

(2) The circumstances specified in this subparagraph are where—

- (a) the assessment panel has determined under paragraph 45(7) that new patients may be assigned to the contractor in question, and that determination has not been overturned either by a determination of the Welsh Ministers under paragraph 46(13) or (where applicable) by a court, and
- (b) the Local Health Board has entered into discussions with the contractor in question regarding the assignment of new patients if such discussions are required under paragraph 47.

Factors relevant to assignments

44. When assigning a person as a new patient to a contractor's list of patients under paragraph 43(1)(a) or (b), the Local Health Board must have regard to—

- (a) the preferences and circumstances of the person,
- (b) the distance between the person's place of residence and the contractor's practice premises,
- (c) any request made by a contractor to remove the person from its list of patients within the preceding period of 6 months beginning with the date on which the application for assignment is received by the Local Health Board,
- (d) whether, during the preceding period of 6 months beginning with the date on which the application for assignment is received by the Local Health Board, the person has been removed from a list of patients on the grounds referred to in—
 - (i) paragraph 29 (relating to the circumstances in which a person may be removed from a contractor's list of patients at the request of the contractor),
 - (ii) paragraph 30 (relating to the removal from the contractor's list of patients of persons who are violent), or
 - (iii) the equivalent provisions to those paragraphs in relation to arrangements made under section 41(2) of the Act (which relate to arrangements for the provision of primary medical services),
- (e) in a case to which sub-paragraph (d)(ii) applies (or equivalent provisions as mentioned in sub-paragraph (d)(iii) apply), whether the contractor has appropriate facilities to deal with such patients, and

- (f) unrhyw faterion eraill y mae'r Bwrdd Iechyd Lleol yn ystyried eu bod yn berthnasol.

- (f) such other matters as the Local Health Board considers relevant.

Neilltuo i restrau wedi cau: cyfansoddiad a phenderfyniadau'r panel asesu

45.—(1) Pan fo'r Bwrdd Iechyd Lleol yn awyddus i neilltuo claf newydd i gcontractwr sydd wedi cau ei restr o gleifion, rhaid i'r Bwrdd Iechyd Lleol baratou cynnig i gael ei ystyried gan y panel asesu.

(2) Rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig ei fod wedi atgyfeirio'r mater at y panel asesu—

- (a) i gcontractwyr, gan gynnwys y contractwyr sy'n darparu gwasanaethau meddygol sylfaenol o dan drefniadau a wneir o dan adran 41(2) o'r Ddeddf (sy'n ymwneud â threfniadau ar gyfer darparu gwasanaethau meddygol sylfaenol)—
 - (i) sydd wedi cau eu rhestrau o gleifion, a
 - (ii) y gallai penderfyniad y panel asesu effeithio arnynt ym marn y Bwrdd Iechyd Lleol, a
- (b) i'r Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractwyr y cyfeirir atynt ym mharagraff (a) yn darparu gwasanaethau unedig (neu wasanaethau cyfatebol) ynddi.

(3) Rhaid i'r Bwrdd Iechyd Lleol sicrhau y penodir y panel asesu i ystyried a phenderfynu ar y cynnig a wneir o dan is-baragraff (1), a rhaid i gyfansoddiad y panel asesu gyd-fynd â'r disgrifiad yn is-baragraff (4).

(4) Rhaid i aelodau'r panel asesu fod fel a ganlyn—

- (a) Prif Weithredwr y Bwrdd Iechyd Lleol y mae'r panel asesu yn bwyllogor neu'n is-bwyllogor iddo,
- (b) person sy'n cynrychioli cleifion mewn ardal heblaw ardal y Bwrdd Iechyd Lleol sy'n barti i'r contract, ac
- (c) person sy'n cynrychioli Pwyllgor Meddygol Lleol nad yw'n cynrychioli ymarferwyr yn ardal y Bwrdd Iechyd Lleol sy'n barti i'r contract.

(5) Wrth ddod i'w benderfyniad, rhaid i'r panel asesu roi sylw i'r holl ffactorau perthnasol gan gynnwys—

- (a) pa un a yw'r Bwrdd Iechyd Lleol wedi ceisio sicrhau darpariaeth gwasanaethau unedig (neu wasanaethau cyfatebol) ar gyfer cleifion newydd heblaw drwy eu neilltuo i gcontractwr sydd â rhestr wedi ei chau, a

Assignments to closed lists: composition and determinations of the assessment panel

45.—(1) Where the Local Health Board wants to assign a new patient to a contractor which has closed its lists of patients, the Local Health Board must prepare a proposal to be considered by the assessment panel.

(2) The Local Health Board must give notice in writing that it has referred the matter to the assessment panel to—

- (a) contractors, including those contractors who provide primary medical services under arrangements made under section 41(2) of the Act (which relate to arrangements for the provision of primary medical services) which—
 - (i) have closed their lists of patients, and
 - (ii) may, in the opinion of the Local Health Board, be affected by the determination of the assessment panel, and
- (b) the Local Medical Committee (if any) for the area in which the contractors referred to in paragraph (a) provide unified services (or their equivalent).

(3) The Local Health Board must ensure that the assessment panel is appointed to consider and determine the proposal made under sub-paragraph (1), and the composition of the assessment panel must be as described in sub-paragraph (4).

(4) The members of the assessment panel must be—

- (a) the Chief Executive of the Local Health Board of which the assessment panel is a committee or sub-committee,
- (b) a person representative of patients in an area other than that of the Local Health Board which is a party to the contract, and
- (c) a person representative of a Local Medical Committee which does not represent practitioners in the area of the Local Health Board which is a party to the contract.

(5) In reaching its determination, the assessment panel must have regard to all relevant factors including—

- (a) whether the Local Health Board has attempted to secure the provision of unified services (or their equivalent) for new patients other than by means of assignment to a contractor with a closed list; and

- (b) llwyth gwaith y contractwyr y mae unrhyw benderfyniad i neilltuo cleifion o'r fath i'w rhestr o gleifion yn debygol o effeithio arnynt.
- (6) Rhaid i'r panel asesu ddod i benderfyniad cyn diwedd y cyfnod o 28 o ddiwrnodau gan ddechrau â'r dyddiad y penodwyd y panel.
- (7) Rhaid i'r panel asesu—
- penderfynu a gaiff y Bwrdd Iechyd Lleol neilltuo cleifion newydd i gcontractwr sydd â rhestr o gleifion sydd wedi ei chau, a
 - os yw'n penderfynu y caiff y Bwrdd Iechyd Lleol neilltuo fel hyn, penderfynu, pan geir mwy nag un contractwr, ar y contractwyr y caniateir i gleifion gael eu neilltuo iddynt.
- (8) Caiff y panel asesu benderfynu y caniateir i'r Bwrdd Iechyd Lleol neilltuo cleifion newydd i contractwyr heblaw unrhyw un neu ragor o'r contractwyr a bennir yn ei gynigion o dan is-baragraff (1), cyn belled â bod y contractwyr wedi cael hysbysiad ysgrifenedig o dan is-baragraff (2)(a).
- (9) Rhaid i benderfyniad y panel asesu gynnwys ei sylwadau ar y materion y cyfeirir atynt yn is-baragraff (5), a rhaid rhoi hysbysiad ysgrifenedig o'r penderfyniad hwnnw i'r contractwyr hynny y cyfeirir atynt yn is-baragraff (2)(a).
- Neilltuo i restrau wedi eu cau: gweithdrefn datrys anghydfodau'r GIG ynglyn â phenderfyniadau'r panel asesu**
- 46.—(1) Pan fo panel asesu yn gwneud penderfyniad o dan baragraff 45(7) y caiff y Bwrdd Iechyd Lleol neilltuo cleifion newydd i gcontractwr sydd wedi cau eu rhestrau o gleifion, caiff unrhyw gcontractwr a bennir yn y penderfyniad atgyfeirio'r mater at Weinidogion Cymru i adolygu'r penderfyniad hwnnw.
- (2) Pan atgyfeirir mater at Weinidogion Cymru o dan is-baragraff (1), rhaid iddo gael ei adolygu yn unol â'r weithdrefn a bennir yn yr is-baragraffau a ganlyn.
- (3) Pan fyddai mwy nag un contractwr a bennir yn y penderfyniad yn hoffi atgyfeirio'r mater er mwyn i anghydfod gael ei ddatrys, caiff y contractwyr hynny, os ydynt i gyd yn cytuno, atgyfeirio'r mater ar y cyd, ac yn yr achos hwnnw, rhaid i Weinidogion Cymru adolygu'r mater mewn perthynas â'r contractwyr hynny gyda'i gilydd.
- (4) Rhaid i'r contractwr (neu'r contractwyr) anfon at Weinidogion Cymru, cyn diwedd y cyfnod o 7 niwrnod sy'n dechrau â dyddiad penderfyniad y panel asesu yn unol â pharagraff 45(7), gais ysgrifenedig am ddatrys anghydfod y mae'n rhaid iddo gynnwys y canlynol neu y mae'n rhaid cael y canlynol i gyd-fynd ag ef—
- (b) the workload of those contractors likely to be affected by any decision to assign such patients to their list of patients.
- (6) The assessment panel must reach a determination before the end of the period of 28 days beginning with the date on which the panel was appointed.
- (7) The assessment panel must—
- determine whether the Local Health Board may assign new patients to a contractor which has a closed list of patients, and
 - if it determines that the Local Health Board may make such an assignment, determine, where there is more than one contractor, the contractors to which patients may be assigned.
- (8) The assessment panel may determine that the Local Health Board may assign new patients to contractors other than any of the contractors specified in its proposals under sub-paragraph (1), as long as the contractors were given notice in writing under sub-paragraph (2)(a).
- (9) The assessment panel's determination must include its comments on the matters referred to in sub-paragraph (5), and notice in writing of that determination must be given to those contractors referred to in sub-paragraph (2)(a).
- Assignment to closed lists: NHS dispute resolution procedure relating to determinations of the assessment panel**
- 46.—(1) Where an assessment panel makes a determination under paragraph 45(7) that the Local Health Board may assign new patients to contractors who have closed their lists of patients, any contractor specified in the determination may refer the matter to the Welsh Ministers to review that determination.
- (2) Where a matter is referred to the Welsh Ministers under sub-paragraph (1), it must be reviewed in accordance with the procedure specified in the following sub-paragraphs.
- (3) Where more than one contractor specified in the determination would like to refer the matter for dispute resolution, those contractors may, if they all agree, refer the matter jointly and, in that case, the Welsh Ministers must review the matter in relation to those contractors together.
- (4) The contractor (or contractors) must send to the Welsh Ministers, before the end of the period of 7 days beginning with the date of the determination of the assessment panel in accordance with paragraph 45(7), a written request for dispute resolution which must include or be accompanied by—

- (a) enwau a chyfeiriadau'r partïon i'r anghydfod,
 - (b) copi o'r contract (neu'r contractau), ac
 - (c) datganiad byr sy'n disgrifio natur yr anghydfod a'r amgylchiadau yn arwain ato.
- (5) Rhaid i Weinidogion Cymru, cyn diwedd y cyfnod o 7 niwrnod sy'n dechrau â'r dyddiad yr atgyfeiriwyd y mater at Weinidogion Cymru—
- (a) rhoi hysbysiad ysgrifenedig i'r partïon fod Gweinidogion Cymru yn delio â'r mater, a
 - (b) cynnwys gyda'r hysbysiad gais ysgrifenedig i'r partïon i gyflwyno unrhyw sylwadau yr hoffai'r partïon hynny eu cyflwyno ynghylch yr anghydfod yn ysgrifenedig cyn diwedd cyfnod penodedig.
- (6) Rhaid i Weinidogion Cymru roi i'r parti heblaw'r un a atgyfeiriodd y mater at y weithdrefn datrys anghydfodau, gyda'r hysbysiad o dan is-baragraff (5), gopi o unrhyw ddogfen yr atgyfeiriwyd yr anghydfod at y weithdrefn datrys anghydfodau drwyddi.
- (7) Rhaid i Weinidogion Cymru, ar ôl cael unrhyw sylwadau gan barti—
- (a) rhoi copi o'r sylwadau hynny i bob parti arall, a
 - (b) gofyn, yn ysgrifenedig, i bob parti y rhoddir copi o'r sylwadau hynny iddo, gyflwyno cyn diwedd cyfnod penodedig unrhyw arsylwadau ysgrifenedig yr hoffai'r parti eu cyflwyno am y sylwadau hynny.
- (8) Caiff Gweinidogion Cymru—
- (a) gwahodd cynrychiolwyr i'r partïon i ymddangos gerbron Gweinidogion Cymru, a chyflwyno sylwadau llafar iddynt, naill ai gyda'i gilydd neu, gyda chytundeb y partïon, ar wahân, a chaniateir iddynt ddarparu i'r partïon, ymlaen llaw, restr o faterion neu gwestiynau yr hoffai Gweinidogion Cymru iddynt roi ystyriaeth arbennig iddynt, neu
 - (b) ymgynghori â phersonau eraill y mae Gweinidogion Cymru'n ystyried bod eu harbenigedd yn debygol o gynorthwyo Gweinidogion Cymru i ystyried yr anghydfod.
- (9) Pan fo Gweinidogion Cymru yn ymgynghori â pherson arall o dan is-baragraff (8)(b), rhaid i Weinidogion Cymru—
- (a) rhoi hysbysiad ysgrifenedig i'r perwyl hwnnw i'r partïon, a
- (a) the names and addresses of the parties to the dispute,
 - (b) a copy of the contract (or contracts), and
 - (c) a brief statement describing the nature of and circumstances giving rise to the dispute.
- (5) The Welsh Ministers must, before the end of the period of 7 days beginning with the date on which the matter was referred to the Welsh Ministers—
- (a) give notice in writing to the parties that the Welsh Ministers are dealing with the matter, and
 - (b) include with the notice a written request to the parties to make, in writing before the end of a specified period, any representations which those parties would like to make about the dispute.
- (6) The Welsh Ministers must give, with the notice under sub-paragraph (5), to the party other than the one which referred the matter to dispute resolution, a copy of any document by which the dispute was referred to dispute resolution.
- (7) The Welsh Ministers must, upon receiving any representations from a party—
- (a) give a copy of those representations to each other party, and
 - (b) request, in writing, that each party to which a copy of those representations is given makes, before the end of a specified period, any written observations which the party would like to make about those representations.
- (8) The Welsh Ministers may—
- (a) invite representatives of the parties to appear before, and make oral representations to, the Welsh Ministers either together or, with the agreement of the parties, separately, and may, in advance, provide the parties with a list of matters or questions to which the Welsh Ministers would like them to give special consideration, or
 - (b) consult other persons whose expertise the Welsh Ministers considers is likely to assist the Welsh Ministers consideration of the dispute.
- (9) Where the Welsh Ministers consult another person under sub-paragraph (8)(b), the Welsh Ministers must—
- (a) give notice in writing to that effect to the parties, and

- (b) pan fo Gweinidogion Cymru yn ystyried y gallai canlyniadau'r ymgynghoriad effeithio'n sylweddol ar fuddiannau unrhyw barti, roi i'r partïon unrhyw gyfle y mae Gweinidogion Cymru yn ei ystyried yn rhesymol o dan yr amgylchiadau i gyflwyno arsylwadau ar y canlyniadau hynny.

(10) Wrth ystyried yr anghydfod, rhaid i Weinidogion Cymru gymryd i ystyriaeth—

- (a) unrhyw sylwadau ysgrifenedig a gyflwynir mewn ymateb i gais o dan is-baragraff (5)(b), ond dim ond os cyflwynir y sylwadau hynny cyn diwedd y cyfnod penodedig,
- (b) unrhyw arsylwadau ysgrifenedig a gyflwynir mewn ymateb i gais o dan is-baragraff (7), ond dim ond os cyflwynir yr arsylwadau ysgrifenedig hynny cyn diwedd y cyfnod penodedig,
- (c) unrhyw sylwadau llafar a gyflwynir mewn ymateb i wahoddiad o dan is-baragraff (8)(a),
- (d) canlyniadau unrhyw ymgynghoriad o dan is-baragraff (8)(b), ac
- (e) unrhyw arsylwadau a gyflwynir yn unol â chyfle a roddir o dan is-baragraff (9).

(11) Yn ddarostyngedig i ddarpariaethau eraill y paragraff hwn ac i unrhyw gytundeb gan y partïon, caiff Gweinidogion Cymru benderfynu ar y weithdrefn sydd i fod yn gymwys i ddatrys anghydfod mewn unrhyw fod sy'n briodol ym marn Gweinidogion Cymru er mwyn sicrhau bod penderfyniad cyfiawn, diymdroi, darbodus a therfynol yn cael ei wneud ar yr anghydfod.

(12) Yn y paragraff hwn, ystyr "cyfnod penodedig" yw—

- (a) unrhyw gyfnod a bennir gan Weinidogion Cymru yn y cais, sef cyfnod heb fod yn llai na 7 niwrnod a heb fod yn fwy na 14 o ddiwrnodau sy'n dechrau â'r dyddiad y rhoddir yr hysbysiad y cyfeirir ato, neu
- (b) unrhyw gyfnod hwy y gall Gweinidogion Cymru ei ganiatáu ar gyfer penderfynu ar yr anghydfod pan fo'r cyfnod ar gyfer penderfynu'r anghydfod wedi ei estyn yn unol ag is-baragraff (16), a phan fo Gweinidogion Cymru yn caniatáu hynny, mae cyfeiriad yn y paragraff hwn at y cyfnod penodedig yn gyfeiriad at y cyfnod fel y'i hestynnir felly.

(13) Yn ddarostyngedig i is-baragraff (16), rhaid i Weinidogion Cymru—

- (a) penderfynu ar yr anghydfod cyn diwedd y cyfnod o 21 o ddiwrnodau sy'n dechrau â'r dyddiad yr atgyfeiriwyd y mater at Weinidogion Cymru,

- (b) where the Welsh Ministers consider that the interests of any party might be substantially affected by the results of the consultation, give to the parties such opportunity as the Welsh Ministers consider reasonable in the circumstances to make observations about those results.

(10) In considering the dispute, the Welsh Ministers must take into account—

- (a) any written representations made in response to a request under sub-paragraph (5)(b), but only if those representations are made before the end of the specified period,
- (b) any written observations made in response to a request under sub-paragraph (7), but only if those written observations are made before the end of the specified period,
- (c) any oral representations made in response to an invitation under sub-paragraph (8)(a),
- (d) the results of any consultation under sub-paragraph (8)(b), and
- (e) any observations made in accordance with an opportunity given under sub-paragraph (9).

(11) Subject to the other provisions of this paragraph and to any agreement between the parties, the Welsh Ministers may determine the procedure which is to apply to the dispute resolution in such manner as the Welsh Ministers consider appropriate in order to ensure the just, expeditious, economical and final determination of the dispute.

(12) In this paragraph, "specified period" means—

- (a) such period as the Welsh Ministers specify in the request being a period of not less than 7 days and not more than 14 days beginning with the date on which the notice referred to is given, or
- (b) such longer period as the Welsh Ministers may allow for the determination of the dispute where the period for determination of the dispute has been extended in accordance with sub-paragraph (16), and where the Welsh Ministers do so allow, a reference in this paragraph to the specified period is to the period as so extended.

(13) Subject to sub-paragraph (16), the Welsh Ministers must—

- (a) determine the dispute before the end of the period of 21 days beginning with the date on which the matter was referred to the Welsh Ministers,

- (b) penderfynu a gaiff y Bwrdd Iechyd Lleol neilltuo cleifion newydd i gcontractwyr sydd wedi cau eu rhestrau o gleifion, ac
- (c) os yw Gweinidogion Cymru yn penderfynu y caiff y Bwrdd Iechyd Lleol neilltuo cleifion newydd i'r contractwyr hynny, penderfynu ar y contractwyr y caniateir neilltuo'r cleifion newydd iddynt.

(14) Ni chaiff Gweinidogion Cymru benderfynu y caniateir i gleifion gael eu neilltuo i gcontractwr na chafodd ei bennu ym mhenderfyniad y panel asesu o dan baragraff 45(7)(b).

(15) Yn achos mater a atgyfeirir ar y cyd gan gcontractwyr yn unol ag is-baragraff (3), caiff Gweinidogion Cymru benderfynu y caniateir i gleifion gael eu neilltuo i un, rhai neu'r cyfan o'r contractwyr a atgyfeiriodd y mater.

(16) Caniateir i'r cyfnod o 21 o ddiwrnodau y cyfeirir ato yn is-baragraff (13) gael ei estyn (hyd yn oed ar ôl iddo ddod i ben) yn ôl nifer penodedig pellach o ddiwrnodau os cytunir i'r perwyl hwnnw—

- (a) gan Weinidogion Cymru,
- (b) gan y Bwrdd Iechyd Lleol, ac
- (c) gan y contractwr (neu'r contractwyr) a atgyfeiriodd y mater at y weithdrefn datrys anghydfodau.

(17) Rhaid i Weinidogion Cymru—

- (a) cofnodi'r penderfyniad, a'r rhesymau drosto, yn ysgrifenedig, a
- (b) rhoi hysbysiad ysgrifenedig o'r penderfyniad (gan gynnwys y cofnod o resymau) i'r partïon.

Neilltuo i restrau wedi eu cau: neilltuo cleifion gan y Bwrdd Iechyd Lleol

47.—(1) Cyn i'r Bwrdd Iechyd Lleol neilltuo claf newydd i gcontractwr, rhaid i'r Bwrdd Iechyd Lleol, yn ddarostyngedig i is-baragraff (3)—

- (a) dechrau trafodaethau gyda'r contractor ynghylch y cymorth ychwanegol y gall y Bwrdd Iechyd Lleol ei gynnig i'r contractwr, a
- (b) defnyddio'i ymdrechion gorau i ddarparu'r cymorth priodol hwnnw.

(2) Yn y trafodaethau y cyfeirir at ynt yn is-baragraff (1)(a), rhaid i'r ddau barti ddefnyddio ymdrechion rhesymol i ddod i gytundeb.

(3) Mae'r gofyniad yn is-baragraff (1)(a) i ddechrau trafodaethau yn gymwys—

- (a) i'r penderfyniad cyntaf i neilltuo claf i gcontractwr penodol, a

- (b) determine whether the Local Health Board may assign new patients to contractors which have closed their lists of patients, and
- (c) if the Welsh Ministers determine that the Local Health Board may assign new patients to those contractors, determine the contractors to which the new patients may be assigned.

(14) The Welsh Ministers must not determine that patients may be assigned to a contractor which was not specified in the determination of the assessment panel under paragraph 45(7)(b).

(15) In the case of a matter referred jointly by contractors in accordance with sub-paragraph (3), the Welsh Ministers may determine that patients may be assigned to one, some or all of the contractors which referred the matter.

(16) The period of 21 days referred to in sub-paragraph (13) may be extended (even after it has expired) by a further specified number of days if an agreement to that effect is reached by—

- (a) the Welsh Ministers,
- (b) the Local Health Board, and
- (c) the contractor (or contractors) which referred the matter to dispute resolution.

(17) The Welsh Ministers must—

- (a) record the determination, and the reasons for it, in writing, and
- (b) give notice in writing of the determination (including the record of the reasons) to the parties.

Assignments to closed lists: assignments of patients by the Local Health Board

47.—(1) Before the Local Health Board assigns a new patient to a contractor, the Local Health Board must, subject to sub-paragraph (3)—

- (a) enter into discussions with the contractor regarding the additional support that the Local Health Board can offer the contractor, and
- (b) use its best endeavours to provide such appropriate support.

(2) In the discussions referred to in sub-paragraph (1)(a), both parties must use reasonable endeavours to reach agreement.

(3) The requirement in sub-paragraph (1)(a) to enter into discussions applies—

- (a) to the first assignment of a patient to a particular contractor, and

- (b) i unrhyw benderfyniad dilynol i neilltuo claf i'r contractwr hwnnw i'r graddau y mae hynny'n rhesymol ac yn briodol gan roi sylw i'r canlynol—
 - (i) y niferoedd o gleifion sydd wedi eu neilltuo neu a allai gael eu neilltuo iddo, a
 - (ii) y cyfnod o amser ers i'r trafodaethau diwethaf o dan is-baragraff (1)(a) gael eu cynnal.
- (b) to any subsequent assignment to that contractor to the extent that it is reasonable and appropriate having regard to—
 - (i) the numbers of patients who have been or may be assigned to it, and
 - (ii) the period of time since the last discussions under sub-paragraph (1)(a) took place.

RHAN 5

Rhagnodi a gweinyddu

Rhagnodi: cyffredinol

48.—(1) Rhaid i'r contractwr sicrhau—

- (a) bod unrhyw ffurflen bresgripsiwn neu unrhyw bresgripsiwn amlroddadwy ar gyfer cyffuriau, meddyginaethau neu gyfarpar a ddyroddir gan ragnodydd, a
- (b) bod unrhyw ffurflen archebu ocsigen cartref a ddyroddir gan broffesiynolyn gofal iechyd, yn cydymffurfio, fel y bo'n briodol, â'r gofynion yn y Rhan hon.

(2) Yn y Rhan hon, mae cyfeiriad at "cyffuriau" yn cynnwys sylweddau atal cenhedlu ac mae cyfeiriad at "gyfarpar" yn cynnwys cyfarpar atal cenhedlu.

Archebion ar gyfer cyffuriau, meddyginaethau a gyfarpar

49.—(1) Yn ddarostyngedig i is-baragraffau (2) a (4) ac i'r cyfyngiadau ar ragnodi ym mharagraffau 55 a 56, rhaid i ragnodydd archebu unrhyw gyffuriau, meddyginaethau neu gyfarpar y mae eu hangen ar gyfer trin unrhyw glaf sy'n cael triniaeth o dan y contract drwy—

- (a) dyroddi i'r claf ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig sydd wedi ei chwblhau neu wedi ei gwblhau yn unol ag is-baragraff (6), neu
- (b) creu a thrawsyrru presgripsiwn electronig o dan amgylchiadau y mae paragraff 50(1) yn gymwys iddynt,

ac ni chaniateir defnyddio ffurflen bresgripsiwn anelectronig, presgripsiwn amlroddadwy anelectronig na phresgripsiwn electronig sydd at ddefnydd y gwasanaeth iechyd o dan unrhyw amgylchiadau eraill.

(2) Ar achlysur penodol pan fydd angen cyffur, meddyginaeth neu gyfarpar fel y crybwyllir yn is-baragraff (1)—

- (b) to any subsequent assignment to that contractor to the extent that it is reasonable and appropriate having regard to—
 - (i) the numbers of patients who have been or may be assigned to it, and
 - (ii) the period of time since the last discussions under sub-paragraph (1)(a) took place.

PART 5

Prescribing and dispensing

Prescribing: general

48.—(1) The contractor must ensure that—

- (a) any prescription form or repeatable prescription for drugs, medicines or appliances issued by a prescriber, and
- (b) any home oxygen order form issued by a health care professional,

complies, as appropriate, with the requirements in this Part.

(2) In this Part, a reference to "drugs" includes contraceptive substances and a reference to "appliances" includes contraceptive appliances.

Orders for drugs, medicines and appliances

49.—(1) Subject to sub-paragraphs (2) and (4) and to the restrictions on prescribing in paragraphs 55 and 56, a prescriber must order any drugs, medicines or appliances which are needed for the treatment of any patient who is receiving treatment under the contract by—

- (a) issuing to the patient a non-electronic prescription form or a non-electronic repeatable prescription completed in accordance with sub-paragraph (6), or
- (b) creating and transmitting an electronic prescription in circumstances to which paragraph 50(1) applies,

and a non-electronic prescription form, non-electronic repeatable prescription or electronic prescription that is for health service use must not be used in any other circumstances.

(2) If, on a particular occasion when a drug, medicine or appliance is needed as mentioned in sub-paragraph (1)—

- (a) os yw'r rhagnodydd, yn ddi-oed, yn gallu archebu'r cyffur, y feddyginaeth neu'r cyfarpar drwy gyfrwng presgripsiwn electronig,
- (b) os yw'r feddalwedd Gwasanaeth Presgripsiynau Electronig y byddai'r rhagnodydd yn ei defnyddio at y diben hwnnw yn darparu ar gyfer creu a thrawsyrru presgripsiynau electronig heb fod angen gweinyddydd enwebedig, ac
- (c) os nad yw'r un o'r rhesymau dros ddyroddi ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig a roddir yn is-baragraff (3) yn gymwys,

rhaid i'r rhagnodydd greu a thrawsyrru presgripsiwn electronig ar gyfer y cyffur hwnnw, y feddyginaeth honno neu'r cyfarpar hwnnw.

(3) Y rhesymau a roddir yn yr is-baragraff hwn yw—

- (a) er bod y rhagnodydd yn gallu defnyddio'r Gwasanaeth Presgripsiynau Electronig, nid yw'r rhagnodydd wedi ei fodloni—
 - (i) bod y mynediad sydd gan y rhagnodydd at y Gwasanaeth Presgripsiynau Electronig yn ddibynadwy, neu
 - (ii) bod y Gwasanaeth Presgripsiynau Electronig yn gweithredu mewn modd dibynadwy,
- (b) bod y claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn rhoi gwybod i'r rhagnodydd bod y claf yn awyddus i gael yr opsiwn i'r presgripsiwn gael ei weinyddu yn rhywle arall heblaw yng Nghymru, neu
- (c) bod y claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn mynnu bod ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig yn cael ei dyroddi neu ei ddyroddi i'r claf ar gyfer presgripsiwn penodol ac, ym marn broffesiynol y rhagnodydd, fod lles y claf yn debygol o fod mewn perygl onid yw ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig yn cael ei dyroddi neu ei ddyroddi.

(4) Rhaid i broffesiynolyn gofal iechyd archebu unrhyw wasanaethau ocsigen cartref y mae eu hangen ar gyfer trin unrhyw glaf sy'n cael triniaeth o dan y contract drwy ddyroddi ffurflen archebu ocsigen cartref.

(5) Ni chaiff rhagnodydd archebu cyffuriau, meddyginaeth na chyfarpar ar bresgripsiwn amlroddadwy ond pan fo'r cyffuriau, y meddyginaethau neu'r cyfarpar i'w darparu neu i'w ddarparu fwy nag unwaith.

- (a) the prescriber is able, without delay, to order the drug, medicine or appliance by means of an electronic prescription,
- (b) the Electronic Prescription Service software that the prescriber would use for that purpose provides for the creation and transmission of electronic prescriptions without the need for a nominated dispenser, and
- (c) none of the reasons for issuing a non-electronic prescription form or a non-electronic repeatable prescription given in sub-paragraph (3) apply,

the prescriber must create and transmit an electronic prescription for that drug, medicine or appliance.

(3) The reasons given in this sub-paragraph are—

- (a) although the prescriber is able to use the Electronic Prescription Service, the prescriber is not satisfied that—
 - (i) the access that the prescriber has to the Electronic Prescription Service is reliable, or
 - (ii) the Electronic Prescription Service is functioning reliably,
- (b) the patient, or where appropriate the patient's authorised person, informs the prescriber that the patient wants the option of having the prescription dispensed elsewhere than in Wales, or
- (c) the patient, or where appropriate the patient's authorised person, insists on the patient being issued with a non-electronic prescription form or, a non-electronic repeatable prescription for a particular prescription and in the professional judgement of the prescriber the welfare of the patient is likely to be in jeopardy unless a non-electronic prescription form or a non-electronic repeatable prescription is issued.

(4) A health care professional must order any home oxygen services which are needed for the treatment of any patient who is receiving treatment under the contract by issuing a home oxygen order form.

(5) A prescriber may order drugs, medicines or appliances on a repeatable prescription only where the drugs, medicines or appliances are to be provided more than once.

(6) Wrth ddyroddi ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig—

- (a) rhaid i'r rhagnodydd lofnodi'r ffurflen bresgripsiwn neu'r presgripsiwn amlroddadwy mewn inc yn llawysgrifen y rhagnodydd ei hun, ac nid drwy gyfrwng stamp, gyda phriflythrennau'r rhagnodydd, neu ei enwau cyntaf, a'i gyfenw, a
- (b) ni chaiff y rhagnodydd ond llofnodi'r ffurflen bresgripsiwn neu'r presgripsiwn amlroddadwy ar ôl i fanylion yr archeb gael eu mewnosod yn y ffurflen bresgripsiwn neu'r presgripsiwn amlroddadwy.

(7) Ni chaiff ffurflen bresgripsiwn neu bresgripsiwn amlroddadwy gyfeirio at unrhyw ffurflen bresgripsiwn flaenorol na phresgripsiwn amlroddadwy blaenorol.

(8) Rhaid defnyddio ffurflen bresgripsiwn ar wahân neu bresgripsiwn amlroddadwy ar wahân ar gyfer pob claf, ac eithrio pan ddyroddir swmp-bresgripsiwn ar gyfer ysgol neu sefydliad o dan baragraff 58.

(9) Rhaid i ffurflen archebu ocsigen cartref gael ei llofnodi gan broffesiynolyn gofal iechyd.

(10) Pan fo rhagnodydd yn archebu'r cyffur bwprenorffin neu deuasepam neu gyffur a bennir yn Rhan 1 o Atodlen 2 i Reoliadau Camddefnyddio Cyffuriau 2001(1) (cyffuriau a reolir y mae rheoliadau 14 i 16, 18 i 21, 23, 26 a 27 o'r Rheoliadau hynny yn gymwys iddynt) i'w gyflenwi fesul rhanbresgripsiwn ar gyfer trin caethiwed i unrhyw gyffur a bennir yn yr Atodlen honno, rhaid i'r rhagnodydd—

- (a) defnyddio dim ond y ffurflen bresgripsiwn a ddarperir yn benodol at ddibenion cyflenwi fesul rhanbresgripsiwn,
- (b) pennu nifer y rhanbresgripsiynau sydd i'w gweinyddu, a'r ysbaid rhwng pob rhanbresgripsiwn, ac
- (c) archebu dim ond y swm hwnnw o'r cyffur a fydd yn darparu triniaeth ar gyfer cyfnod nad yw'n hwy na 14 o ddiwrnodau.

(11) Ni chaniateir defnyddio'r ffurflen bresgripsiwn a ddarperir yn arbennig at ddiben cyflenwi fesul rhanbresgripsiwn at unrhyw ddiben arall heblaw archebu cyffuriau yn unol ag is-baragraff (10).

(12) Mewn achos brys, ni chaiff rhagnodydd ond gofyn i fferylliydd GIG weinyddu cyffur neu feddyginaeth cyn i ffurflen bresgripsiwn gael ei ddyroddi neu ei chreu na chyn i bresgripsiwn amlroddadwy gael ei ddyroddi neu ei greu—

(6) In issuing a non-electronic prescription form or a non-electronic repeatable prescription, the prescriber must—

- (a) sign the prescription form or repeatable prescription in ink in the prescriber's own handwriting, and not by means of a stamp, with the prescriber's initials, or forenames, and surname, and
- (b) only sign the prescription form or repeatable prescription after particulars of the order have been inserted in the prescription form or repeatable prescription.

(7) A prescription form or repeatable prescription must not refer to any previous prescription form or repeatable prescription.

(8) A separate prescription form or repeatable prescription must be used for each patient, except where a bulk prescription is issued for a school or institution under paragraph 57.

(9) A home oxygen order form must be signed by a health care professional.

(10) Where a prescriber orders the drug buprenorphine or diazepam or a drug specified in Part 1 of Schedule 2 to the Misuse of Drugs Regulations 2001(1) (controlled drugs to which regulations 14 to 16, 18 to 21, 23, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that Schedule, the prescriber must—

- (a) use only the prescription form provided specially for the purposes of supply by instalments,
- (b) specify the number of instalments to be dispensed and the interval between each instalment, and
- (c) order only such quantity of the drug as provides treatment for a period not exceeding 14 days.

(11) The prescription form provided specially for the purpose of supply by instalments must not be used for any purpose other than ordering drugs in accordance with sub-paragraph (10).

(12) In an urgent case, a prescriber may request an NHS pharmacist to dispense a drug or medicine before a prescription form or repeatable prescription is issued or created, only if—

(1) Diwygiwyd Atodlen 2 gan O.S. 2003/1432, O.S. 2009/3136, O.S. 2011/448, O.S. 2014/1275 a 3277, O.S. 2015/891, O.S. 2018/1055 ac O.S. 2018/1383.

(1) Schedule 2 was amended by S.I. 2003/1432, S.I. 2009/3136, S.I. 2011/448, S.I. 2014/1275 and 3277, S.I. 2015/891, S.I. 2018/1055 and S.I. 2018/1383.

- (a) os nad yw'r cyffur hwnnw neu'r feddyginaeth honno yn gyffur Atodlen,
 - (b) os nad yw'r cyffur yn gyffur a reolir o fewn ystyr adran 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno), heblaw cyffur a bennir am y tro yn Rhan 1 o Atodlen 4 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 22, 23, 26 a 27) neu Atodlen 5 (cyffuriau a reolir sydd wedi eu heithrio o'r gwaharddiad ar fewnforio, allforio a bod ym meddiant ac sy'n ddarostyngedig i ofynion rheoliadau 24 a 26) i Reoliadau Camddefnyddio Cyffuriau 2001, ac
 - (c) os yw'r rhagnodydd yn ymgymryd â'r canlynol—
 - (i) darparu i'r fferyllydd GIG, o fewn 72 awr gan ddechrau â'r amser y gwneir y cais, ffurflen bresgripsiwn anelectronig neu bresgripsiwn amlroddadwy anelectronig wedi ei chwblhau neu wedi ei gwblhau yn unol ag is-baragraff (6), neu
 - (ii) trawsyrru presgripsiwn electronig drwy'r Gwasanaeth Presgripsiynau Electronig o fewn 72 awr, gan ddechrau â'r amser y gwneir y cais.
- (13) Mewn achos brys, ni chaiff rhagnodydd ond gofyn i fferyllydd GIG weinyddu cyfarpar cyn i ffurflen bresgripsiwn gael ei dyroddi neu ei chreu na chyn i bresgripsiwn amlroddadwy gael ei ddyroddi neu ei greu—
- (a) os nad yw'r cyfarpar yn cynnwys cyffur Atodlen, na chyffur a reolir o fewn ystyr adran 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno), heblaw cyffur a bennir am y tro yn Atodlen 5 i Reoliadau Camddefnyddio Cyffuriau 2001 (cyffuriau a reolir sydd wedi eu heithrio o'r gwaharddiad ar fewnforio, allforio a bod ym meddiant ac sy'n ddarostyngedig i ofynion rheoliadau 24 a 26),
 - (b) pan fo'r cyfarpar yn gyfarpar argaeedd cyfyngedig, os yw'r claf yn berson a bennir yn y Tariff Cyffuriau neu'r cyfarpar at ddiben a bennir yn y Tariff Cyffuriau, ac
 - (c) os yw'r rhagnodydd yn ymgymryd â'r canlynol—
 - (i) darparu i'r fferyllydd GIG, o fewn 72 awr, gan ddechrau â'r amser y gwneir y cais, ffurflen bresgripsiwn anelectronig
- (a) that drug or medicine is not a Scheduled drug, or
 - (b) the drug is not a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Part 1 of Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001, and
 - (c) the prescriber undertakes to—
 - (i) provide the NHS pharmacist, within 72 hours beginning with the time of the request, with a non-electronic prescription form or a non-electronic repeatable prescription completed in accordance with sub-paragraph (6), or
 - (ii) transmit an electronic prescription by the Electronic Prescription Service within 72 hours, beginning with the time of the request.
- (13) In an urgent case, a prescriber may request an NHS pharmacist to dispense an appliance before a prescription form or repeatable prescription is issued or created, only if—
- (a) the appliance does not contain a Scheduled drug, or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26),
 - (b) where the appliance is a restricted availability appliance, the patient is a person, or the appliance is for a purpose, specified in the Drug Tariff, and
 - (c) the prescriber undertakes to—
 - (i) provide the NHS pharmacist, within 72 hours beginning with the time of the request, with a non-electronic

neu bresgripsiwn amlroddadwy anelectronig wedi ei chwblhau neu wedi ei gwblhau yn unol ag is-baragraff (6), neu

- (ii) trawsyrru presgripsiwn electronig drwy'r Gwasanaeth Presgripsiynau Electronig o fewn 72 awr, gan ddechrau â'r amser y gwneir y cais.

Presgripsiynau electronig

50.—(1) Ni chaiff rhagnodydd ond archebu cyffuriau, meddyginaethau neu gyfarpar drwy gyfrwng presgripsiwn electronig os nad yw'r presgripsiwn—

(a) ar gyfer cyffur a reolir o fewn ystyr adran 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno), ac eithrio cyffur a bennir am y tro yn Atodlenni 2 i 5 i Reoliadau Camddefnyddio Cyffuriau 2001, neu

(b) yn swmp-bresgripsiwn a ddyroddir ar gyfer ysgol neu sefydliad o dan baragraff 58.

(2) Os yw rhagnodydd yn archebu cyffur, meddyginaeth neu gyfarpar drwy gyfrwng presgripsiwn electronig, rhaid i'r rhagnodydd ddyroddi i'r claf—

(a) yn ddarostyngedig i is-baragraff (4), tocyn GPE, a

(b) os yw'r claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn gofyn hynny, cofnod ysgrifenedig o'r presgripsiwn sydd wedi ei greu.

(3) Ar y dyddiad y mae GPE y contractwr yn mynd yn fyw, ac ar ôl hynny, os yw'r archeb yn gymwys ar gyfer defnyddio'r Gwasanaeth Presgripsiynau Electronig, rhaid i'r rhagnodydd ganfod pa un a yw'r claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn awyddus i'r presgripsiwn electronig gael ei weinyddu gan weinyddydd enwebedig.

(4) Ni chaiff y rhagnodydd ddyroddi tocyn GPE i'r claf os yw'r claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn awyddus i'r presgripsiwn electronig gael ei weinyddu gan weinyddydd enwebedig.

(5) Ni chaiff proffesiynolyn gofal iechyd archebu gwasanaethau ocsigen cartref drwy gyfrwng presgripsiwn electronig.

prescription form or non-electronic repeatable prescription completed in accordance with sub-paragraph (6), or

- (ii) transmit an electronic prescription by the Electronic Prescription Service within 72 hours, beginning with the time of the request.

Electronic prescriptions

50.—(1) A prescriber may only order drugs, medicines or appliances by means of an electronic prescription if the prescription is not—

(a) for a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedules 2 to 5 to the Misuse of Drugs Regulations 2001, or

(b) a bulk prescription issued for a school or institution under paragraph 57.

(2) If a prescriber orders a drug, medicine or appliance by means of an electronic prescription, the prescriber must issue the patient with—

(a) subject to sub-paragraph (4), an EPS token, and

(b) if the patient, or where appropriate the patient's authorised person, so requests, a written record of the prescription that has been created.

(3) On and after the contractor's EPS go live date, if the order is eligible for Electronic Prescription Service use, the prescriber must ascertain if the patient, or where appropriate the patient's authorised person, wants to have the electronic prescription dispensed by a nominated dispenser.

(4) The prescriber must not issue the patient with an EPS token if the patient, or where appropriate the patient's authorised person, wants to have the electronic prescription dispensed by a nominated dispenser.

(5) A health care professional may not order home oxygen services by means of an electronic prescription.

Enwebu gweinyddwyr at ddibenion presgripsiynau electronig

51.—(1) Rhaid i gcontractwr sydd wedi ei awdurdodi i ddefnyddio'r Gwasanaeth Presgripsiynau Electronig ar gyfer ei gleifion, os yw claf neu, pan fo'n briodol, berson awdurdodedig y claf, yn gofyn iddo wneud hynny, fewnosod yn y manylion ynghylch y claf a gedwir yng Ngwasanaeth Demograffeg Cymru a reolir gan Iechyd a Gofal Digidol Cymru neu yn y Gwasanaeth Demograffeg Personol a reolir gan GIG Lloegr—

- (a) pan na fo gan y claf weinyddydd enwebedig, y gweinyddydd a ddewisir gan y claf neu, pan fo'n briodol, y gweinyddydd a ddewisir gan berson awdurdodedig y claf, a
- (b) pan fo gan y claf weinyddydd enwebedig
 - (i) gweinyddydd yn lle gweinyddydd arall, neu
 - (ii) gweinyddydd ychwanegol,
a ddewisir gan y claf neu, pan fo'n briodol, a ddewisir gan berson awdurdodedig y claf.

(2) Nid yw is-baragraff (1)(b)(ii) yn gymwys pe byddai nifer y gweinyddwyr enwebedig o ganlyniad yn fwy na'r uchafswm a ganiateir gan y Gwasanaeth Presgripsiynau Electronig.

(3) O ran contractwr—

- (a) ni chaiff geisio perswadio claf neu berson awdurdodedig claf i enwebu gweinyddydd y mae'r rhagnodydd neu'r contractwr yn ei argymhell, a
- (b) os yw claf neu berson awdurdodedig claf yn gofyn iddo argymhell fferyllydd GIG y gallai'r claf neu berson awdurdodedig y claf ei enwebu fel gweinyddydd y claf, rhaid iddo ddarparu i'r claf neu, yn ôl y digwydd, i berson awdurdodedig y claf, y rhestr a roddwyd i'r contractwr gan y Bwrdd Iechyd Leol yn cynnwys yr holl fferyllwyr GIG yn yr ardal sy'n darparu Gwasanaeth Presgripsiynau Electronig.

Gwasanaethau amlragnodi

52.—(1) Ni chaiff contractwr ond darparu gwasanaethau amlragnodi i berson sydd ar ei restr o gleifion os yw'r contractwr—

- (a) yn bodloni'r amodau yn is-baragraff (2), a
- (b) wedi hysbysu'r Bwrdd Iechyd Lleol perthnasol am ei fwriad i ddarparu gwasanaethau amlragnodi yn unol ag is-baragraffau (3) a (4).

Nomination of dispensers for the purposes of electronic prescriptions

51.—(1) A contractor authorised to use the Electronic Prescription Service for its patients must, if a patient, or where appropriate the patient's authorised person, so requests, enter into the particulars relating to the patient which are held in the Welsh Demographic Service managed by DHCW or the Personal Demographic Service managed by NHS England—

- (a) where the patient does not have a nominated dispenser, the dispenser chosen by the patient, or where appropriate the patient's authorised person, and
- (b) where the patient does have a nominated dispenser—
 - (i) a replacement dispenser, or
 - (ii) a further dispenser, chosen by the patient, or where appropriate the patient's authorised person.

(2) Sub-paragraph (1)(b)(ii) does not apply if the number of the nominated dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.

(3) A contractor must—

- (a) not seek to persuade a patient or a patient's authorised person to nominate a dispenser recommended by the prescriber or the contractor, and
- (b) if asked by a patient or a patient's authorised person to recommend an NHS pharmacist whom the patient or the patient's authorised person might nominate as the patient's dispenser, provide the patient or, as the case may be, the patient's authorised person with the list given to the contractor by the Local Health Board containing all NHS pharmacists in the area who provide an Electronic Prescription Service.

Repeatable prescribing services

52.—(1) A contractor may only provide repeatable prescribing services to a person on its list of patients if the contractor—

- (a) satisfies the conditions in sub-paragraph (2), and
- (b) has notified the relevant Local Health Board of its intention to provide repeatable prescribing services in accordance with sub-paragraphs (3) and (4).

(2) Yr amodau y cyfeirir atynt yn is-baragraff (1)(a) yw—

- (a) bod gan y contractwr fynediad at systemau cyfrifiadurol a meddalwedd sy'n ei alluogi i ddyroddi presgripsiynau amlroddadwy anelectronig a swpddyroddiadau, a
- (b) bod y mangre practis y mae'r gwasanaethau amlagnodi i'w darparu yn ddi wedi ei lleoli mewn ardal o'r Bwrdd Iechyd Lleol y mae mangre o leiaf un fferyllydd GIG sydd wedi ymgymryd â darparu gwasanaethau amlweinyddu, neu sydd wedi ymrwymo i drefniant i ddarparu gwasanaethau amlweinyddu, wedi ei lleoli yn ddi hefyd.

(3) Mae'r hysbysiad y cyfeirir ato yn is-baragraff (1)(b) yn hysbysiad ysgrifenedig gan y contractwr i'r Bwrdd Iechyd Lleol perthnasol ei fod—

- (a) yn dymuno darparu gwasanaethau amlagnodi,
- (b) yn bwriadu dechrau darparu'r gwasanaethau hynny o ddyddiad a bennir yn yr hysbysiad, ac

(c) yn bodloni'r amodau yn is-baragraff (2).

(4) Rhaid i'r dyddiad a bennir gan y contractwr o dan baragraff (3)(b) fod o leiaf 10 niwrnod ar ôl y dyddiad y rhoddir yr hysbysiad a bennir yn is-baragraff (1).

(5) Nid oes dim yn y paragraff hwn yn ei gwneud yn ofynnol i gcontractwr neu ragnodydd ddarparu gwasanaethau amlagnodi i unrhyw berson.

(6) Ni chaiff rhagnodydd ond darparu gwasanaethau amlagnodi i berson ar achlysur penodol—

- (a) os yw'r person hwnnw wedi cytuno i gael gwasanaethau o'r fath ar yr achlysur hwnnw, a
- (b) os yw'r rhagnodydd yn ystyried ei bod yn briodol yn glinigol i ddarparu gwasanaethau o'r fath i'r person hwnnw ar yr achlysur hwnnw.

(7) Ni chaiff y contractwr ddarparu gwasanaethau amlagnodi i unrhyw berson ar ei restr o gleifion y mae unrhyw berson a bennir yn is-baragraff (8) wedi ei awdurdodi neu o dan ofyniad gan y Bwrdd Iechyd Lleol i ddarparu gwasanaethau fferyllol iddo yn unol â threfniadau o dan adran 80 (trefniadau ar gyfer gwasanaethau fferyllol) ac adran 86 (personau sydd wedi eu hawdurdodi i ddarparu gwasanaethau fferyllol) o'r Ddeddf.

(2) The conditions referred to in sub-paragraph (1)(a) are—

- (a) the contractor has access to computer systems and software which enable it to issue non-electronic repeatable prescriptions and batch issues, and
- (b) the practice premises at which the repeatable prescribing services are to be provided are located in an area of the Local Health Board in which there is also located the premises of at least one NHS pharmacist who has undertaken to provide, or has entered into an arrangement to provide, repeat dispensing services.

(3) The notification referred to in sub-paragraph (1)(b) is a notification, in writing, by the contractor to the relevant Local Health Board that it—

- (a) wishes to provide repeatable prescribing services,
- (b) intends to begin to provide those services from a date specified in the notification, and

(c) satisfies the conditions in sub-paragraph (2).

(4) The date specified by the contractor under sub-paragraph (3)(b) must be at least 10 days after the date on which the notification specified in sub-paragraph (1) is given.

(5) Nothing in this paragraph requires a contractor or prescriber to provide repeatable prescribing services to any person.

(6) A prescriber may only provide repeatable prescribing services to a person on a particular occasion if—

- (a) that person has agreed to receive such services on that occasion, and
- (b) the prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.

(7) The contractor may not provide repeatable prescribing services to any person on its list of patients to whom any person specified in sub-paragraph (8) is authorised or required by the Local Health Board to provide pharmaceutical services in accordance with arrangements under section 80 (arrangements for pharmaceutical services) and section 86 (persons authorised to provide pharmaceutical services) of the Act.

(8) Y personau y cyfeirir atynt yn is-baragraff (7) yw—

- (a) yn achos contract gydag ymarferydd meddygol unigol, yr ymarferydd meddygol hwnnw,
- (b) yn achos contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, unrhyw ymarferydd meddygol sy'n bartner,
- (c) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau, unrhyw ymarferydd meddygol sy'n gyfranddaliwr cyfreithiol a llesiannol yn y cwmni hwnnw, neu
- (d) unrhyw ymarferydd meddygol sydd wedi ei gyflogi gan y contractorwr.

Presgripsiynau amlroddadwy

53.—(1) Rhaid i ragnodydd sy'n dyroddi presgripsiwn amlroddadwy anelectronig ddyroddi'r nifer priodol o swpddyroddiadau yr un pryd.

(2) Pan fo rhagnodydd am wneud newid i fath, swm, cryfder neu ddogn cyffuriau, meddyginiaethau neu gyfarpar a archebir ar bresgripsiwn amlroddadwy person, rhaid i'r rhagnodydd—

- (a) yn achos presgripsiwn amlroddadwy anelectronig—
 - (i) rhoi hysbysiad i'r person, a
 - (ii) gwneud ymdrechion rhesymol i roi hysbysiad i'r fferyllydd GIG sy'n darparu gwasanaethau amlweinyddu i'r person hwnnw,
nad yw'r presgripsiwn amlroddadwy gwreiddiol i'w ddefnyddio mwyach i gael nac i ddarparu gwasanaethau amlweinyddu, a gwneud trefniadau ar gyfer dyroddi presgripsiwn amlroddadwy newydd i'r person yn ei le, neu
- (b) yn achos presgripsiwn amlroddadwy electronig—
 - (i) trefnu gyda'r Gwasanaeth Presgripsiynau Electronig i ddileu'r presgripsiwn amlroddadwy gwreiddiol, a
 - (ii) creu presgripsiwn amlroddadwy newydd mewn cysylltiad â'r person yn ei le, a rhoi hysbysiad i'r person fod hyn wedi ei wneud.
- (3) Pan fo rhagnodydd wedi creu presgripsiwn amlroddadwy electronig ar gyfer person, rhaid i'r rhagnodydd, cyn gynted ag y bo'n ymarferol, drefnu gyda'r Gwasanaeth Presgripsiynau Electronig i'w ganslo os yw'r rhagnodydd, cyn i'r presgripsiwn hwnnw ddod i ben—

(8) The persons referred to in sub-paragraph (7) are—

- (a) in the case of a contract with an individual medical practitioner, that medical practitioner,
- (b) in the case of a contract with two or more individuals practising in partnership, any medical practitioner who is a partner,
- (c) in the case of a contract with a company limited by shares, any medical practitioner who is both a legal and beneficial shareholder in that company, or
- (d) any medical practitioner employed by the contractor.

Repeatable prescriptions

53.—(1) A prescriber who issues a non-electronic repeatable prescription must at the same time issue the appropriate number of batch issues.

(2) Where a prescriber wants to make a change to the type, quantity, strength or dosage of drugs, medicines or appliances ordered on a person's repeatable prescription, the prescriber must—

- (a) in the case of a non-electronic repeatable prescription—
 - (i) give notice to the person, and
 - (ii) make reasonable efforts to give notice to the NHS pharmacist providing repeat dispensing services to that person,

that the original repeatable prescription is no longer to be used to obtain or provide repeat dispensing services and make arrangements for a replacement repeatable prescription to be issued to the person, or

- (b) in the case of an electronic repeatable prescription—
 - (i) arrange with the Electronic Prescription Service for the cancellation of the original repeatable prescription, and
 - (ii) create a replacement repeatable prescription in respect of the person and give notice to the person that this has been done.

(3) Where a prescriber has created an electronic repeatable prescription for a person, the prescriber must, as soon as practicable, arrange with the Electronic Prescription Service for its cancellation if, before the expiry of that prescription—

- (a) yn ystyried nad yw'n ddiogel neu'n briodol mwyach i'r person—
 - (i) cael y cyffuriau, y meddyginaethau neu'r cyfarpar sydd wedi eu harchebu neu wedi ei archebu ar bresgripsiwn amlroddadwy electronig y person, neu
 - (ii) parhau i gael gwasanaethau amlagnodi,
- (b) wedi dyroddi presgripsiwn amlroddadwy anelectronig i'r person yn lle'r presgripsiwn amlroddadwy electronig, neu
- (c) yn cael ei hysbysu bod y person y cafodd y presgripsiwn ei ddyroddi ar ei ran wedi cael ei ddileu o restr y contractwr o gleifion.

(4) Pan fo rhagnodydd wedi canslo presgripsiwn amlroddadwy electronig mewn cysylltiad â pherson yn unol ag is-baragraff (3), rhaid i'r rhagnodydd roi hysbysiad o'r canslo i'r person cyn gynted ag y bo modd.

(5) Rhaid i ragnodydd sydd wedi dyroddi presgripsiwn amlroddadwy anelectronig mewn cysylltiad â pherson, cyn gynted ag y bo modd, wneud ymdrechion rhesymol i roi hysbysiad i'r fferyllydd GIG na chaniateir defnyddio'r presgripsiwn amlroddadwy hwnnw mwyach i ddarparu gwasanaethau amlweinyddu i'r person hwnnw os yw'r rhagnodydd, cyn i'r presgripsiwn amlroddadwy hwnnw ddod i ben,—

- (a) yn ystyried nad yw'n ddiogel neu'n briodol mwyach i'r person—
 - (i) cael y cyffuriau, y meddyginaethau neu'r cyfarpar sydd wedi eu harchebu neu wedi ei archebu ar bresgripsiwn amlroddadwy y person, neu
 - (ii) parhau i gael gwasanaethau amlagnodi,
- (b) yn dyroddi neu'n creu presgripsiwn amlroddadwy ychwanegol mewn cysylltiad â'r person i ddisodli'r presgripsiwn amlroddadwy gwreiddiol, ac eithrio o dan yr amgylchiadau y cyfeirir at ym is-baragraff 2(a) (er enghraifft, oherwydd bod y person yn awyddus i gael y cyffuriau, y meddyginaethau neu'r cyfarpar gan fferyllydd GIG gwahanol), neu
- (c) yn cael ei hysbysu bod y person y cafodd y presgripsiwn ei ddyroddi ar ei ran wedi cael ei ddileu o restr y contractwr o gleifion.

(6) Pan fo'r amgylchiadau yn is-baragraff 5(a) i (c) yn gymwys mewn cysylltiad â pherson, rhaid i'r rhagnodydd, cyn gynted ag y bo modd, roi hysbysiad i'r person hwnnw na chaniateir defnyddio ei bresgripsiwn amlroddadwy mwyach i gael gwasanaethau amlweinyddu.

- (a) the prescriber considers that it is no longer safe or appropriate for the person to—
 - (i) receive the drugs, medicines or appliances ordered on the person's electronic repeatable prescription, or
 - (ii) continue to receive repeatable prescribing services,
- (b) the prescriber has issued the person with a non-electronic repeatable prescription in place of the electronic repeatable prescription, or
- (c) it comes to the prescriber's notice that the person on whose behalf the prescription was issued has been removed from the list of patients of the contractor.

(4) Where a prescriber has cancelled an electronic repeatable prescription in respect of a person in accordance with sub-paragraph (3), the prescriber must give notice of the cancellation to the person as soon as possible.

(5) A prescriber who has issued a non-electronic repeatable prescription in respect of a person must, as soon as possible, make reasonable efforts to give notice to the NHS pharmacist that that repeatable prescription must no longer be used to provide repeat dispensing services to that person, if, before the expiry of that repeatable prescription—

- (a) the prescriber considers that it is no longer safe or appropriate for the person to—
 - (i) receive the drugs, medicines or appliances ordered on the person's repeatable prescription, or
 - (ii) to continue to receive repeatable prescribing services,
- (b) the prescriber issues or creates a further repeatable prescription in respect of the person to replace the original repeatable prescription other than in the circumstances referred to in sub-paragraph (2)(a) (for example, because the person wants to obtain the drugs, medicines or appliances from a different NHS pharmacist), or
- (c) it comes to the prescriber's notice that the person on whose behalf the prescription was issued has been removed from the list of patients of the contractor.

(6) Where the circumstances in sub-paragraph (5)(a) to (c) apply in respect of a person, the prescriber must, as soon as possible, give notice to that person that their repeatable prescription must no longer be used to obtain repeat dispensing services.

Rhagnodi ar gyfer amlweinyddu'n electronig

54.—(1) Yn ddarostyngedig i baragraffau 49, 50, 52, a 53(2)(b) i (4), pan fo rhagnodydd yn archebu cyffur, meddyginaeth neu gyfarpar drwy gyfrwng presgripsiwn amlroddadwy electronig, rhaid i'r rhagnodydd ddyroddi'r presgripsiwn mewn fformat sy'n briodol ar gyfer amlweinyddu'n electronig pan fo'n briodol yn glinigol i wneud hynny ar gyfer y claf hwnnw ar yr achlysur hwnnw.

(2) Yn y rheoliad hwn, ystyr "amlweinyddu'n electronig" yw gweinyddu fel rhan o wasanaethau fferyllol neu wasanaethau fferyllol lleol sy'n ymwneud â darparu cyffuriau, meddyginaethau neu gyfarpar yn unol â phresgripsiwn amlroddadwy electronig.

Cyfngiadau ar ragnodi gan ymarferwyr meddygol

55.—(1) Rhaid i ymarferydd meddygol, wrth drin claf y mae'r ymarferydd yn darparu triniaeth iddo o dan y contract, gydymffurfio â'r is-baragraffau a ganlyn.

(2) Ni chaniateir i'r ymarferydd meddygol archebu ar docyn meddyginaethau rhestedig, ffurflen bresgripsiwn na phresgripsiwn amlroddadwy gyffuriau, meddyginaethau na sylweddau eraill y pennir mewn unrhyw gyfarwyddydau a roddir gan Weinidogion Cymru mewn rheoliadau a wneir o dan adran 46 o'r Ddeddf (contractau GMC: rhagnodi cyffuriau etc.) eu bod yn gyffuriau, yn feddyginaethau neu'n sylweddau eraill na chaniateir iddynt gael eu harchebu ar gyfer cleifion wrth ddarparu gwasanaethau meddygol o dan y contract.

(3) Ni chaniateir i'r ymarferydd meddygol archebu ar docyn meddyginaethau rhestedig, ffurflen bresgripsiwn na phresgripsiwn amlroddadwy gyffuriau, meddyginaethau na sylweddau eraill y pennir mewn unrhyw gyfarwyddydau a roddir gan Weinidogion Cymru o dan adran 46 o'r Ddeddf (contractau GMC: rhagnodi cyffuriau etc) eu bod yn gyffuriau, yn feddyginaethau neu yn sylweddau eraill na chaniateir ond eu harchebu ar gyfer cleifion penodedig ac at ddibenion penodedig oni bai—

- (a) bod y claf yn berson o'r disgrifiad penodedig,
- (b) y rhagnodir y cyffur, y feddyginaeth neu'r sylwedd arall ar gyfer y claf hwnnw yn unig at y diben penodedig, ac
- (c) os yw'r archeb ar ffurflen bresgripsiwn, bod yr ymarferydd yn cynnwys y cyfeirnod "SLS" ar y ffurflen.

Prescribing for electronic repeat dispensing

54.—(1) Subject to paragraphs 49, 50, 52 and 53(2)(b) to (4), where a prescriber orders a drug, medicine or appliance by means of an electronic repeatable prescription, the prescriber must issue the prescription in a format appropriate for electronic repeat dispensing where it is clinically appropriate to do so for that patient on that occasion.

(2) In this regulation, "electronic repeat dispensing" means dispensing as part of pharmaceutical services or local pharmaceutical services which involves the provision of drugs, medicines or appliances in accordance with an electronic repeatable prescription.

Restrictions on prescribing by medical practitioners

55.—(1) A medical practitioner, in the course of treating a patient to whom the practitioner is providing treatment under the contract, must comply with the following sub-paragraphs.

(2) The medical practitioner must not order on a listed medicines voucher, prescription form or a repeatable prescription, drugs, medicines or other substances specified in any directions given by the Welsh Ministers in regulations made under section 46 of the Act (GMS contracts: prescription of drugs etc) as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services under the contract.

(3) The medical practitioner must not order on a listed medicines voucher, a prescription form or repeatable prescription drugs, medicines or other substances specified in any directions given by the Welsh Ministers under section 46 of the Act (GMS contracts: prescription of drugs etc) as being a drug, medicine or other substance which can only be ordered for specified patients and for specified purposes unless—

- (a) the patient is a person of the specified description,
- (b) the drug, medicine or other substance is prescribed for that patient only for the specified purpose, and
- (c) if the order is on a prescription form, the practitioner includes on the form the reference "SLS".

(4) Ni chaiff yr ymarferydd meddygol archebu cyfarpar argaeledd cyfyngedig ar ffurflen bresgripsiwn na phresgripsiwn amlroddadwy oni bai—

- (a) bod y claf yn berson, neu fod y cyfarpar argaeledd cyfyngedig at ddiben, a bennir yn y Tariff Cyffuriau, a
- (b) bod yr ymarferydd yn cynnwys y cyfeirnod “SLS” ar y ffurflen bresgripsiwn.

(5) Ni chaiff yr ymarferydd meddygol archebu ar bresgripsiwn amlroddadwy gyffur a reolir o fewn ystyr adran 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno), heblaw cyffur a bennir am y tro yn Atodlen 4 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 22, 23, 26 a 27) neu Atodlen 5 (cyffuriau a reolir sydd wedi eu heithrio o'r gwaharddiad ar fewnforio, allforio a bod ym mediant ac sy'n ddarostyngedig i ofynion rheoliadau 24 a 26) i Reoliadau Camddefnyddio Cyffuriau 2001.

(6) Yn ddarostyngedig i reoliad 21(2)(b) ac i is-baragraff (7), nid oes dim yn yr is-baragraffau blaenorol yn atal ymarferydd meddygol, wrth drin claf y mae'r is-baragraff hwn yn cyfeirio ato, rhag rhagnodi cyffur, meddyginaeth neu sylwedd arall neu, yn ôl y digwydd, gyfarpar argaeledd cyfyngedig neu gyffur a reolir o fewn ystyr adran 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno), ar gyfer trin y claf hwnnw o dan drefniant preifat.

(7) O dan is-baragraff (6), pan ragnodir cyffur, meddyginaeth neu sylwedd arall o dan drefniant preifat, os yw'r archeb i gael ei thrawsyrru fel cyfathrebiad electronig at fferyllydd GIG er mwyn i'r cyffur, y feddyginaeth neu'r cyfarpar gael ei weinyddu neu ei gweinyddu—

- (a) os nad yw'r archeb ar gyfer cyffur a bennir am y tro yn Atodlen 2 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 14, 15, 16, 18, 19, 20, 21, 23, 26 a 27) neu Atodlen 3 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 14, 15, 16, 18, 22, 23, 24, 26 a 27) i Reoliadau Camddefnyddio Cyffuriau 2001, caniateir iddi gael ei thrawsyrru drwy'r Gwasanaeth Presgripsiynau Electronig, ond
- (b) os yw'r archeb ar gyfer cyffur a bennir am y tro yn Atodlen 2 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 14, 15, 16, 18, 19, 20, 21, 23, 26 a 27) neu Atodlen 3 (cyffuriau a reolir sy'n ddarostyngedig i ofynion rheoliadau 14, 15, 16, 18, 22, 23, 24, 26 a 27) i Reoliadau Camddefnyddio Cyffuriau 2001, rhaid iddi gael ei thrawsyrru drwy'r Gwasanaeth Presgripsiynau Electronig.

(4) The medical practitioner must not order on a prescription form or repeatable prescription a restricted availability appliance unless—

- (a) the patient is a person, or the restricted availability appliance is for a purpose, specified in the Drug Tariff, and
- (b) the practitioner includes on the prescription form the reference “SLS”.

(5) The medical practitioner must not order on a repeatable prescription a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001.

(6) Subject to regulation 21(2)(b) and to subparagraph (7), nothing in the preceding sub-paragraphs prevents a medical practitioner, in the course of treating a patient to whom this sub-paragraph refers, from prescribing a drug, medicine or other substance or, as the case may be, a restricted availability appliance or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), for the treatment of that patient under a private arrangement.

(7) Where, under sub-paragraph (6), a drug, medicine or other substance is prescribed under a private arrangement, if the order is to be transmitted as an electronic communication to an NHS pharmacist for the drug, medicine or appliance to be dispensed—

- (a) if the order is not for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it may be transmitted by the Electronic Prescription Service, but
- (b) if the order is for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it must be transmitted by the Electronic Prescription Service.

Cyfngiadau ar ragnodi gan ragnodwyr atodol

56.—(1) Rhaid i'r contractor gael trefniadau yn eu lle i sicrhau na chaiff unigolyn sy'n rhagnodydd atodol—

- (a) dyroddi neu greu presgripsiwn ar gyfer meddyginaeth a roddir ar bresgripsiwn yn unig,
- (b) rhoi meddyginaeth a roddir ar bresgripsiwn yn unig i'w roi drwy'r gwythiennau, neu
- (c) rhoi cyfarwyddydau ar gyfer rhoi meddyginaeth a roddir ar bresgripsiwn yn unig i'w roi drwy'r gwythiennau,

fel rhagnodydd atodol ond o dan yr amodau a nodir yn is-baragraff (2).

(2) Yr amodau y cyfeirir atynt yn is-baragraff (1) yw—

- (a) bod yr unigolyn yn bodloni'r amodau cymwys a nodir yn rheoliad 215 o Reoliadau Meddyginaethau Dynol 2012(1) (rhagnodi a gweinyddu gan ragnodwyr atodol), oni bai nad yw'r amodau hynny'n gymwys yn rhinwedd unrhyw un neu ragor o'r esemtiau a nodir yn narpariaethau dilynol y Rheoliadau hynny;
- (b) nad yw'r cyffur, y feddyginaeth neu'r sylwedd arall wedi ei bennu neu ei phennu mewn unrhyw gyfarwyddydau a roddir gan Weinidogion Cymru o dan adran 46 o'r Ddeddf yn gyffur, yn feddyginaeth neu'n sylwedd arall na chaniateir ei archebu neu ei harchebu ar gyfer cleifion wrth ddarparu gwasanaethau meddygol o dan y contract;
- (c) nad yw'r cyffur, y feddyginaeth neu'r sylwedd arall wedi ei bennu neu ei phennu mewn unrhyw gyfarwyddydau a roddir gan Weinidogion Cymru o dan adran 46 o'r Ddeddf yn gyffur, yn feddyginaeth neu'n sylwedd arall na chaniateir ei archebu neu ei harchebu ond ar gyfer cleifion penodedig ac at ddibenion penodedig oni bai—
 - (i) bod y claf yn berson o'r disgrifiad penodedig,
 - (ii) bod y feddyginaeth yn cael ei rhagnodi ar gyfer y claf hwnnw yn unig at y dibenion penodedig, a
 - (iii) os yw'r rhagnodydd atodol yn rhoi presgripsiwn, ei fod yn arnodi wyneb y ffurflen â'r cyfeirnod "SLS".

Restrictions on prescribing by supplementary prescribers

56.—(1) The contractor must have arrangements in place to secure that an individual who is a supplementary prescriber may—

- (a) issue or create a prescription for a prescription only medicine,
- (b) administer a prescription only medicine for parenteral administration, or
- (c) give directions for the administration of a prescription only medicine for parenteral administration,

as a supplementary prescriber only under the conditions set out in sub-paragraph (2).

(2) The conditions referred to in sub-paragraph (1) are that—

- (a) the individual satisfies the applicable conditions set out in regulation 215 of the Human Medicines Regulations 2012(1) (prescribing and administration by supplementary prescribers), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;
- (b) the drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of the Act as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the contract;
- (c) the drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless—
 - (i) the patient is a person of the specified description,
 - (ii) the medicine is prescribed for that patient only for the specified purposes, and
 - (iii) if the supplementary prescriber is giving a prescription, he or she endorses the face of the form with the reference "SLS".

(1) O.S. 2012/1916. Nid oes unrhyw ddiwygiadau i reoliad 215.

(1) S.I. 2012/1916. There are no amendments to regulation 215.

(3) Pan fo swyddogaethau rhagnodydd atodol yn cynnwys rhagnodi, rhaid i'r contractor gael trefniadau yn eu lle i sicrhau na chaiff y person hwnnw ond rhoi presgripsiwn ar gyfer—

- (a) cyfarpar, neu
- (b) meddyginaeth nad yw'n feddyginaeth a roddir ar bresgripsiwn yn unig,

fel rhagnodydd atodol o dan yr amodau a nodir yn is-baragraff (4).

(4) Yr amodau a nodir yn y paragraff hwn yw—

- (a) bod y rhagnodydd atodol yn gweithredu yn unol â chynllun rheoli clinigol sydd ar waith ar yr adeg y mae'r rhagnodydd atodol yn gweithredu ac sy'n cynnwys y manylion a ganlyn—
 - (i) enw'r claf y mae'r cynllun yn ymwneud ag ef,
 - (ii) y salwch neu'r cyflyrau y caiff y rhagnodydd atodol eu trin,
 - (iii) y dyddiad y mae'r cynllun i gymryd effaith, a phryd y mae i gael ei adolygu gan yr ymarferydd meddygol neu'r deintydd sy'n barti i'r cynllun,
 - (iv) cyfeiriad at ddisgrifiad meddyginaethau neu fathau o gyfarpar y caniateir eu rhagnodi neu eu rhoi o dan y cynllun,
 - (v) unrhyw gyfyngiadau neu derfynau o ran cryfder neu ddogn unrhyw feddyginaeth y caniateir ei rhagnodi neu ei rhoi o dan y cynllun, ac unrhyw gyfnod o roi neu o ddefnyddio unrhyw feddyginaeth neu gyfarpar y caniateir ei rhagnodi neu ei rhoi o dan y cynllun,
 - (vi) rhybuddion perthnasol yngylch sensitifrwydd hysbys y claf i meddyginaethau neu gyfarpar penodol, neu anawsterau hysbys y claf gyda meddyginaethau neu gyfarpar penodol,
 - (vii) y trefniadau ar gyfer hysbysu am—
 - (aa) adweithiau niweidiol tybiedig neu hysbys i unrhyw feddyginaeth y caniateir ei rhagnodi neu ei rhoi o dan y cynllun, ac adweithiau niweidiol tybiedig neu hysbys i unrhyw feddyginaeth arall a gymerir yr un pryd ag unrhyw feddyginaeth a ragnodir neu a roddir o dan y cynllun,

(3) Where the functions of a supplementary prescriber include prescribing, the contractor must have arrangements in place to secure that that person may only give a prescription for—

- (a) an appliance, or
- (b) a medicine which is not a prescription only medicine,

as a supplementary prescriber under the conditions set out in sub-paragraph (4).

(4) The conditions set out in this paragraph are that—

- (a) the supplementary prescriber acts in accordance with a clinical management plan which is in effect at the time the supplementary prescriber acts and which contains the following particulars—
 - (i) the name of the patient to whom the plan relates,
 - (ii) the illness or conditions which may be treated by the supplementary prescriber,
 - (iii) the date on which the plan is to take effect, and when it is to be reviewed by the medical practitioner or dentist who is a party to the plan,
 - (iv) reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,
 - (v) any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or appliance which may be prescribed or administered under the plan,
 - (vi) relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,
 - (vii) the arrangements for notification of—
 - (aa) suspected or known adverse reactions to any medicine which may be prescribed or administered under the plan, and suspected or known adverse reactions to any other medicine taken at the same time as any medicine prescribed or administered under the plan,

- (bb) digwyddiadau sy'n digwydd gyda'r cyfarpar a allai arwain, y gallent fod wedi arwain neu sydd wedi arwain at farwolaeth y claf neu at ddirywiad difrifol yng nghyflwr iechyd y claf, ac
 - (viii) yr amgylchiadau y dylai'r rhagnodydd atodol gyfeirio at yr ymarferydd meddygol neu'r deintydd sy'n barti i'r cynllun, neu geisio ei gyngor, odanynt,
 - (b) bod gan y rhagnodydd atodol fynediad at gofnodion iechyd y claf y mae'r cynllun yn ymwneud ag ef a ddefnyddir gan unrhyw ymarferydd meddygol neu ddeintydd sy'n barti i'r cynllun,
 - (c) os yw'n bresgripsiwn ar gyfer cyffur, meddyginaeth neu sylwedd arall, nad yw'r cyffur hwnnw, y feddyginaeth honno neu'r sylwedd arall hwnnw wedi ei bennu neu ei phennu mewn unrhyw gyfarwyddyau a roddir gan Weinidogion Cymru o dan adran 46 o'r Ddeddf yn gyffur, yn feddyginaeth neu'n sylwedd arall na chaniateir ei archebu neu ei harchebu ar gyfer cleifion wrth ddarparu gwasanaethau meddygol o dan y contract,
 - (d) os yw'n bresgripsiwn ar gyfer cyffur, meddyginaeth neu sylwedd arall, nad yw'r cyffur hwnnw, y feddyginaeth honno neu'r sylwedd arall hwnnw wedi ei bennu neu ei phennu mewn unrhyw gyfarwyddyau a roddir gan Weinidogion Cymru o dan Adran 46 o'r Ddeddf yn gyffur, yn feddyginaeth neu'n sylwedd arall na chaniateir ei archebu neu ei harchebu ond ar gyfer cleifion penodedig ac at ddibenion penodedig oni bai—
 - (i) bod y claf yn berson o'r disgrifiad penodedig,
 - (ii) bod y feddyginaeth yn cael ei rhagnodi ar gyfer y claf hwnnw yn unig at y dibenion penodedig, a
 - (iii) pan fydd y presgripsiwn yn cael ei roi, bod y rhagnodydd atodol yn arnodi wyneb y ffurflen gyda'r cyfeirnod "SLS",
 - (e) os yw'n bresgripsiwn ar gyfer cyfarpar, bod y cyfarpar wedi ei restru yn Rhan 9 o'r Tariff Cyffuriau, ac
- (bb) incidents occurring with the appliance which might lead, might have led or has led to the death or serious deterioration of state of health of the patient, and
 - (viii) the circumstances in which the supplementary prescriber should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan,
 - (b) the supplementary prescriber has access to the health records of the patient to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan,
 - (c) if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of the Act as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the contract,
 - (d) if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Welsh Ministers under section 46 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless—
 - (i) the patient is a person of the specified description,
 - (ii) the medicine is prescribed for that patient only for the specified purposes, and
 - (iii) when giving the prescription, the supplementary prescriber endorses the face of the form with the reference "SLS",
 - (e) if it is a prescription for an appliance, the appliance is listed in Part IX of the Drug Tariff, and

- (f) os yw'n bresgripsiwn ar gyfer cyfarpar argaeedd cyfyngedig—
 - (i) bod y claf yn berson o ddisgrifiad a grybwyllir yn y cofnod yn Rhan 9 o'r Tariff Cyffuriau mewn cysylltiad â'r cyfarpar hwnnw,
 - (ii) nad yw'r cyfarpar yn cael ei ragnodi ond at y dibenion a bennir mewn cysylltiad â'r person hwnnw yn y cofnod hwnnw, a
 - (iii) bod y rhagnodydd atodol, pan fydd yn rhoi'r presgripsiwn, yn arnodi wyneb y ffurflen gyda'r cyfeirnod "SLS".

(5) Yn is-baragraff (4)(a), ystyr "cynllun rheoli clinigol" yw cynllun ysgrifenedig (y gellir ei ddiwygio o bryd i'w gilydd) sy'n ymwneud â thriniaeth claf unigol, y cytunir arno gan—

- (a) y claf y mae'r cynllun yn ymwneud ag ef,
- (b) yr ymarferydd meddygol neu'r deintydd sy'n barti i'r cynllun, ac
- (c) unrhyw rhagnodydd atodol sydd i ragnodi, rhoi cyfarwyddyau ar gyfer rhoi, neu roi o dan y cynllun.

Swmpagnodi

57.—(1) Caiff rhagnodydd ddefnyddio ffurflen bresgripsiwn anelectronig unigol—

- (a) pan fo contractwr yn gyfrifol, o dan y contract, am drin 10 person neu ragor mewn ysgol neu sefydliad arall y mae o leiaf 20 person yn preswylio fel arfer ynddi neu ynddo, a
- (b) pan fo'r rhagnodydd yn archebu, ar gyfer unrhyw 2 neu ragor o'r personau hynny y mae'r contractwr yn gyfrifol am eu triniaeth, gyffuriau, meddyginaethau neu gyfarpar y mae'r paragraff hwn yn gymwys iddynt.

(2) Pan fo rhagnodydd yn defnyddio ffurflen bresgripsiwn anelectronig unigol at y diben a grybwyllir yn is-baragraff (1)(b), rhaid i'r rhagnodydd (yn lle nodi ar y ffurflen enwau'r personau y mae'r cyffuriau, y meddyginaethau neu'r cyfarpar yn cael eu harchebu neu ei archebu ar eu cyfer) nodi ar y ffurflen—

- (a) enw'r ysgol y mae'r personau hynny yn preswylio ynddi neu enw sefydliad arall y mae'r personau hynny yn preswylio ynddo, a
- (b) nifer y personau sy'n preswylio yno y mae'r contractwr yn gyfrifol am eu triniaeth.

- (f) if it is a prescription for a restricted availability appliance—
 - (i) the patient is a person of a description mentioned in the entry in Part IX of the Drug Tariff in respect of that appliance,
 - (ii) the appliance is prescribed only for the purposes specified in respect of that person in that entry, and
 - (iii) when giving the prescription, the supplementary prescriber endorses the face of the form with the reference "SLS".

(5) In sub-paragraph (4)(a), "clinical management plan" means a written plan (which may be amended from time to time) relating to the treatment of an individual patient agreed by—

- (a) the patient to whom the plan relates,
- (b) the medical practitioner or dentist who is a party to the plan, and
- (c) any supplementary prescriber who is to prescribe, give directions for administration or administer under the plan.

Bulk prescribing

57.—(1) A prescriber may use a single non-electronic prescription form where—

- (a) a contractor is responsible under the contract for the treatment of 10 or more persons in a school or other institution in which at least 20 persons normally reside, and
- (b) the prescriber orders, for any 2 or more of those persons for whose treatment the contractor is responsible, drugs, medicines or appliances to which this paragraph applies.

(2) Where a prescriber uses a single non-electronic prescription form for the purpose mentioned in sub-paragraph (1)(b), the prescriber must (instead of entering on the form the names of the persons for whom the drugs, medicines or appliances are ordered) enter on the form—

- (a) the name of the school or other institution in which those persons reside, and
- (b) the number of persons residing there for whose treatment the contractor is responsible.

(3) Mae'r paragraff hwn yn gymwys i unrhyw gyffur, meddyginaeth neu gyfarpar y gellir ei gyflenwi neu ei chyflenwi fel rhan o wasanaethau fferyllol neu wasanaethau fferyllol lleol nad yw, yn achos—

- (a) cyffur neu feddyginaeth, yn feddyginaeth a roddir ar bresgripsiwn yn unig, neu
- (b) cyfarpar, yn cynnwys cynnrych o'r fath.

Rhagnodi'n ormodol

58.—(1) Ni chaiff y contractwr ragnodi cyffuriau, meddyginaethau na chyfarpar y mae eu cost neu eu swm, mewn perthynas â chlaf, oherwydd natur y cyffur, y feddyginaeth neu'r cyfarpar o dan sylw, yn fwy na'r hyn a oedd yn rhesymol angenrheidiol ar gyfer trin y claf yn briodol.

(2) Wrth ystyried pa un a yw contractwr wedi torri ei rwymedigaethau o dan baragraff (1), rhaid i'r Bwrdd Iechyd Lleol geisio barn y Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractwr yn darparu gwasanaethau o dan y contract ynddi.

Darparu cyffuriau, meddyginaethau a chyfarpar ar gyfer rhoi triniaeth ar unwaith neu ar gyfer eu rhoi neu eu defnyddio ar y claf gan y meddyg ei hunan

59.—(1) Yn ddarostyngedig i baragraffau (2) a (3)—

- (a) rhaid i gcontractwr ddarparu i glaf gyffur, meddyginaeth neu gyfarpar, nad yw'n gyffur Atodlen, pan fo angen darpariaeth o'r fath ar gyfer rhoi triniaeth i'r claf ar unwaith cyn y gellir cael darpariaeth fel arall, a
- (b) caiff contractwr ddarparu i glaf gyffur, meddyginaeth neu gyfarpar, nad yw'n gyffur Atodlen, y mae'r contractwr ei hunan yn ei roi neu'n ei rhoi i'r claf neu'n ei ddodi neu'n ei dodi ar y claf.

(2) Ni chaiff contractwr ond darparu cyfarpar argaeedd cyfyngedig o dan baragraff (1)(a) neu (b) os yw ar gyfer person neu at ddiben a bennir yn y Tariff Cyffuriau.

(3) Nid oes dim ym mharagraff (1) na (2) sy'n awdurdodi person i gyflenwi meddyginaeth a roddir ar bresgripsiwn yn unig i glaf heblaw yn unol â Rhan 12 o Reoliadau Meddyginaethau Dynol 2012 (sy'n ymwneud ag ymdrin â chynhyrchion meddyginaethol).

(3) This paragraph applies to any drug, medicine or appliance which can be supplied as part of pharmaceutical services or local pharmaceutical services and which in the case of—

- (a) a drug or medicine, is not a prescription only medicine, or
- (b) an appliance, does not contain such a product.

Excessive prescribing

58.—(1) The contractor must not prescribe drugs, medicines or appliances the cost or quantity of which, in relation to a patient, is, by reason of the character of the drug, medicine or appliance in question, in excess of that which was reasonably necessary for the proper treatment of the patient.

(2) In considering whether a contractor has breached its obligations under paragraph (1), the Local Health Board must seek the views of the Local Medical Committee (if any) for the area in which the contractor provides services under the contract.

Provision of drugs, medicines and appliances for immediate treatment or personal administration

59.—(1) Subject to paragraphs (2) and (3), a contractor—

- (a) must provide to a patient a drug, medicine or appliance, which is not a Scheduled drug, where such provision is needed for the immediate treatment of the patient before provision can otherwise be obtained, and
- (b) may provide to a patient a drug, medicine or appliance, which is not a Scheduled drug, which the contractor personally administers or applies to the patient.

(2) A contractor must only provide a restricted availability appliance under paragraph (1)(a) or (b) if it is for a person or a purpose specified in the Drug Tariff.

(3) Nothing in paragraph (1) or (2) authorises a person to supply a prescription only medicine to a patient otherwise than in accordance with Part 12 of the Human Medicines Regulations 2012 (which relates to dealings with medicinal products).

Darparu gwasanaethau gweinyddu

60.—(1) Ni chaiff y contractwr ond darparu, a rhaid iddo sicrhau nad yw'r rhai sydd wedi eu cyflogi neu eu cymryd ymlaen ganddo ond yn darparu, gwasanaethau fferyllol neu wasanaethau gweinyddu o dan yr amgylchiadau y darperir ar eu cyfer yn y Rheoliadau Fferyllol.

(2) Pan fo'r contractwr, neu berson sydd wedi ei gyflogi neu ei gymryd ymlaen gan y contractwr, wedi ei gynnwys yn rhestr meddygon fferyllol y Bwrdd Iechyd Lleol, rhaid i'r contractwr sierhau wrth ddarparu unrhyw wasanaethau fferyllol neu wasanaethau gweinyddu fod y contractwr, a'r meddyg fferyllol (ac unrhyw berson sydd wedi ei awdurdodi i weinyddu ar ei ran o dan y Rheoliadau Fferyllol)—

- (a) yn cydymffurfio â'r telerau gwasanaeth sy'n gymwys i'r person sy'n darparu'r gwasanaethau fferyllol neu'r gwasanaethau gweinyddu hynny yn rhinwedd rheoliad 12(2) o'r Rheoliadau Fferyllol, a
- (b) yn sicrhau bod y claf y mae'n bwriadu darparu'r gwasanaethau hynny iddo yn ymwybodol nad oddi wrtho ef yn unig (neu oddi wrth berson y mae'r contractwr yn gysylltiedig ag ef) y mae'r cyffuriau neu'r cyfarpar perthnasol ar gael a bod gan y claf yr opsiwn i gael y cyffuriau neu'r cyfarpar hynny oddi wrth unrhyw fferyllydd GIG.

RHAN 6

Personau sy'n cyflawni gwasanaethau

Cymwysterau cyflawnwyr: ymarferwyr meddygol

61.—(1) Yn ddarostyngedig i is-baragraff (2), ni chaiff unrhyw ymarferydd meddygol gyflawni gwasanaethau meddygol o dan y contract oni bai—

- (a) bod yr ymarferydd meddygol wedi ei gynnwys mewn rhestr o gyflawnwyr meddygol ar gyfer Bwrdd Iechyd Lleol yng Nghymru,
- (b) nad yw'r ymarferydd meddygol wedi ei atal dros dro o'r rhestr honno neu o'r Gofrestr Feddygol, ac
- (c) nad yw'r ymarferydd meddygol yn destun ataliad dros dro interim o dan adran 41A o Ddeddf Meddygaeth 1983 (gorchymyn interim).

Provision of dispensing services

60.—(1) The contractor may only provide, and must ensure that those employed or engaged by it only provide, pharmaceutical services or dispensing services in the circumstances provided for in the Pharmaceutical Regulations.

(2) Where the contractor, or a person employed or engaged by the contractor, is included in the Local Health Board's dispensing doctor list, the contractor must ensure that in the provision of any pharmaceutical services or dispensing services the contractor, and the dispensing doctor (and any person authorised to dispense on their behalf under the Pharmaceutical Regulations)—

- (a) complies with the terms of service applicable to the person providing those pharmaceutical services or dispensing services by virtue of regulation 12(2) of the Pharmaceutical Regulations, and
- (b) ensures that the patient to whom they are seeking to provide those services is aware that the relevant drugs or appliances are not only available from them (or by a person with whom the contractor is associated) and that the patient has the option to obtain those drugs or appliances from any NHS pharmacist.

PART 6

Persons who perform services

Qualifications of performers: medical practitioners

61.—(1) Subject to sub-paragraph (2), no medical practitioner may perform medical services under the contract unless the medical practitioner is—

- (a) included in a medical performers' list for a Local Health Board in Wales,
- (b) not suspended from that list or from the Medical Register, and
- (c) not subject to interim suspension under section 41A of the Medical Act 1983 (interim order).

(2) Nid yw is-baragraff (1) yn gymwys i unrhyw ymarferydd meddygol sy'n ymarferydd meddygol esempt o fewn ystyr is-baragraff (3), ond dim ond i'r graddau y mae unrhyw wasanaethau meddygol y mae'r ymarferydd meddygol yn eu cyflawni yn rhan o raglen ôl-gofrestru.

(3) At ddibenion y paragraff hwn, "ymarferydd meddygol esempt" yw—

- (a) ymarferydd meddygol a gyflogir gan ymddiriedolaeth GIG(1), ymddiriedolaeth sefydledig y GIG(2), Bwrdd Iechyd, neu Ymddiriedolaeth Iechyd a Gofal Cymdeithasol sy'n darparu gwasanaethau heblaw gwasanaethau meddygol sylfaenol yn y fangre practis,
- (b) person sydd wedi ei gofrestru dros dro o dan adran 15 (cofrestru dros dro), 15A (cofrestru dros dro ar gyfer gwladolion yr AEE) neu 21 (cofrestru dros dro) o Ddeddf Meddygaeth 1983 ac sy'n gweithredu yng nghwrs cyflogaeth y person yn rhinwedd swyddogaeth feddygol breswyl,
- (c) Cofrestrydd Arbenigol Ymarfer Cyffredinol sydd wedi gwneud cais i Fwrdd Iechyd Lleol am gynnwys ei enw yn ei restr o gyflawnwyr meddygol hyd nes y digwydd y cyntaf o'r digwyddiadau a ganlyn—
 - (i) bod y Bwrdd Iechyd Lleol yn hysbysu'r Cofrestrydd Arbenigol Ymarfer Cyffredinol am ei benderfyniad ynghylch y cais hwnnw, neu
 - (ii) diwedd cyfnod o 12 wythnos, sy'n dechrau â'r dyddiad y mae'r Cofrestrydd Arbenigol Ymarfer Cyffredinol hwnnw yn dechrau cynllun addysg a hyfforddiant meddygol i raddedigion, sy'n angenrheidiol i ddyfarnu Tystysgrif Cwblhau Hyfforddiant,
- (d) ymarferydd meddygol sydd eisoes wedi ei gynnwys yn rhestr cyflawnwyr meddygol sefydliad gofal sylfaenol arall ac sydd wedi cyflwyno cais i Fwrdd Iechyd Lleol yn unol â rheoliad 4A o Reoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004 hyd nes y digwydd y cyntaf o'r digwyddiadau a ganlyn—

(2) Sub-paragraph (1) does not apply to any medical practitioner who is an exempt medical practitioner within the meaning of sub-paragraph (3) but only in so far as any medical services that the medical practitioner performs constitute part of a post-registration programme.

(3) For the purposes of this paragraph, an "exempt medical practitioner" is—

- (a) a medical practitioner employed by an NHS trust(1), an NHS foundation trust(2), a Health Board, or a Health and Social Care Trust who is providing services other than primary medical services at the practice premises,
- (b) a person who is provisionally registered under section 15 (provisional registration), 15A (provisional registration for EEA nationals) or 21 (provisional registration) of the Medical Act 1983 and who is acting in the course of the person's employment in a resident medical capacity,
- (c) a GP Specialty Registrar who has applied to a Local Health Board to have their name included in its medical performers list until the first of the following events arises—
 - (i) the Local Health Board notifies the GP Specialty Registrar of its decision on that application, or
 - (ii) the end of a period of 12 weeks, starting with the date on which that GP Specialty Registrar begins a postgraduate medical education and training scheme necessary for the award of a Certificate of Completion of Training,
- (d) a medical practitioner who is already included in the medical performers list of another primary care organisation and who has submitted an application to a Local Health Board in accordance with regulation 4A of the National Health Service (Performers Lists) (Wales) Regulations 2004 until the first of the following events arises—

(1) Fe'i sefydlwyd o dan adran 25 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006 (p. 41).

(2) Fe'i sefydlwyd o dan adran 30 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006 (p. 41).

(1) Established under section 25 of the National Health Service Act 2006 (c. 41).

(2) Established under section 30 of the National Health Service Act 2006 (c. 41).

- (i) mae'r Bwrdd Iechyd Lleol yn hysbysu'r ymarferydd meddygol am ei benderfyniad ynghylch y cais hwnnw, neu
- (ii) diwedd cyfnod o 12 wythnos, gan ddechrau â'r dyddiad y cafodd y cais ei gyflwyno, neu
- (e) ymarferydd meddygol—
 - (i) nad yw'n Gofrestrydd Arbenigol Ymarfer Cyffredinol,
 - (ii) sy'n ymgymryd â rhaglen ymarfer clinigol ôl-gofrestru o dan oruchwyliaeth y Cyngor Meddygol Cyffredinol,
 - (iii) sydd wedi hysbysu'r Bwrdd Iechyd Lleol ei fod yn mynd i ymgymryd â rhan neu'r cyfan o raglen ôl-gofrestru yn ei ardal o leiaf 24 o oriau cyn dechrau unrhyw ran o'r rhaglen honno sy'n digwydd yn ardal y Bwrdd Iechyd Lleol, a
 - (iv) sydd, ynghyd â'r hysbysiad hwnnw, wedi darparu digon o dystiolaeth i'r Bwrdd Iechyd Lleol er mwyn iddo ei fodloni ei hun fod yr ymarferydd yn ymgymryd â rhaglen ôl-gofrestru,
ond dim ond i'r graddau y mae unrhyw wasanaethau meddygol a gyflawnir gan yr ymarferydd meddygol yn rhan o raglen ôl-gofrestru.

Cymwysterau cyflawnwyr: proffesiynolion gofal iechyd

62. Ni chaiff proffesiynolyn gofal iechyd (heblaw un y mae paragraff 61 yn gymwys iddo) gyflawni gwasanaethau clinigol o dan y contract oni bai—

- (a) bod y person hwnnw wedi ei gofrestru â'r corff proffesiynol sy'n berthnasol i broffesiwn y person hwnnw, a
- (b) nad yw'r cofrestriad hwnnw yn ddarostyngedig i gyfnod o ataliad dros dro.

Cofrestru neu gynnwys person yn amodol mewn rhestr gofal sylfaenol

63. Pan fo cofrestru proffesiynolyn gofal iechyd yn ddarostyngedig i amodau neu, yn achos ymarferydd meddygol, pan fo cynnwys yr ymarferydd meddygol mewn rhestr gofal sylfaenol yn ddarostyngedig i amodau, rhaid i'r contractor sicrhau cydymffurfedd â'r amodau hynny i'r graddau y maent yn berthnasol i'r contract.

- (i) the Local Health Board notifies the medical practitioner of its decision on that application, or
- (ii) the end of a period of 12 weeks, starting with the date on which the application was submitted, or
- (e) a medical practitioner, who—
 - (i) is not a GP Specialty Registrar,
 - (ii) is undertaking a post-registration programme of clinical practice supervised by the General Medical Council,
 - (iii) has notified the Local Health Board that they are to undertake part or all of a post-registration programme in its area at least 24 hours before commencing any part of that programme taking place in the Local Health Board's area, and
 - (iv) has, with that notification, provided the Local Health Board with evidence sufficient for it to satisfy itself that they are undertaking a post-registration programme,

but only in so far as any medical services that the medical practitioner performs constitute part of a post-registration programme.

Qualifications of performers: health care professionals

62. A health care professional (other than one to whom paragraph 61 applies) may not perform clinical services under the contract unless—

- (a) that person is registered with the professional body relevant to that person's profession, and
- (b) that registration is not subject to a period of suspension.

Conditional registration or inclusion in primary care list

63. Where the registration of a health care professional or, in the case of a medical practitioner, the medical practitioner's inclusion in a primary care list is subject to conditions, the contractor must ensure compliance with those conditions insofar as they are relevant to the contract.

Profiad clinigol

64. Ni chaiff unrhyw broffesiynolyn gofal iechyd gyflawni unrhyw wasanaethau clinigol oni bai bod gan y proffesiynolyn gofal iechyd y fath brofiad clinigol a'i fod wedi cael y fath hyfforddiant clinigol sy'n angenrheidiol i alluogi'r proffesiynolyn gofal iechyd i gyflawni gwasanaethau o'r fath yn briodol.

Amodau ar gyfer cyflogaeth neu gymryd ymlaen: ymarferydd meddygol

65.—(1) Yn ddarostyngedig i is-baragraffau (2) i (4), ni chaiff contractwr gyflogi na chymryd ymlaen ymarferydd meddygol (heblaw ymarferydd meddygol esempt o fewn ystyr is-baragraff 61(3)) oni bai—

- (a) bod yr ymarferydd hwnnw wedi darparu i'r contractwr enw a chyfeiriad y Bwrdd Iechyd Lleol y mae'r ymarferydd yn ymddangos yn ei restr o gyflawnwyr meddygol, a
- (b) bod y contractwr wedi gwirio bod yr ymarferydd yn bodloni'r gofynion ymharagráff 61.

(2) Pan—

- (a) bo angen cyflogi neu gymryd ymlaen ymarferydd meddygol ar frys, a
- (b) nad yw'n bosibl i'r contractwr wirio bod yr ymarferydd meddygol yn bodloni'r gofynion y cyfeirir atynt ymharagráff 61 cyn cyflogi neu gymryd ymlaen y proffesiynolyn gofal iechyd,

caiff y contractwr gyflogi neu gymryd ymlaen yr ymarferydd meddygol ar sail dros dro am un cyfnod o hyd at 7 niwrnod tra bo gwiriadau o'r fath yn cael eu cyflawni.

(3) Pan fo'r darpar gyflogai yn Gofrestrydd Arbenigol Ymarfer Cyffredinol, mae'r gofynion a nodir yn is-baragraff (1) yn gymwys gyda'r addasiadau—

- (a) y caiff yr enw a'r cyfeiriad a ddarperir o dan is-baragraff (1) fod yn enw a chyfeiriad y Bwrdd Iechyd Lleol y mae'r Cofrestrydd Arbenigol Ymarfer Cyffredinol wedi gwneud cais am gael ei gynnwys yn ei restr, a
- (b) na fydd yn ofynnol cadarnhau bod enw'r Cofrestrydd Arbenigol Ymarfer Cyffredinol yn ymddangos yn y rhestr honno hyd nes i 12 wythnos gyntaf cyfnod hyfforddiant y Cofrestrydd Arbenigol Ymarfer Cyffredinol ddod i ben.

Clinical experience

64. No health care professional may perform any clinical services unless the health care professional has such clinical experience and training as are necessary to enable the health care professional properly to perform such services.

Conditions for employment and engagement: medical practitioner

65.—(1) Subject to sub-paragraphs (2) to (4), a contractor must not employ or engage a medical practitioner (other than an exempt medical practitioner within the meaning of sub-paragraph 61(3)) unless—

- (a) that practitioner has provided the contractor with the name and address of the Local Health Board on whose medical performers list the practitioner appears, and
- (b) the contractor has checked that the practitioner meets the requirements in paragraph 61.

(2) Where—

- (a) the employment or engagement of a medical practitioner is urgently needed, and
- (b) it is not possible for the contractor to check that the medical practitioner meets the requirements referred to in paragraph 61 before employing or engaging the health care professional,

the contractor may employ or engage the medical practitioner on a temporary basis for a single period of up to 7 days while such checks are undertaken.

(3) Where the prospective employee is a GP Specialty Registrar, the requirements set out in sub-paragraph (1) apply with the modifications that—

- (a) the name and address provided under sub-paragraph (1) may be the name and address of the Local Health Board on whose list the GP Specialty Registrar has applied for inclusion, and
- (b) confirmation that the GP Specialty Registrar's name appears on that list is not to be required until the end of the first 12 weeks of the GP Specialty Registrar's training period.

(4) Pan fo'r darpar gyflogai yn ymarferydd meddygol sydd eisoes wedi ei gynnwys yn rhestr cyflawnwyr meddygol sefydliad gofal sylfaenol arall ac sydd wedi cyflwyno cais i'r Bwrdd Iechyd Lleol yn unol â rheoliad 4A o Reoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004, mae'r gofynion a nodir yn is-baragraff (1) yn gymwys gyda'r addasiadau—

- (a) y caiff yr enw a'r cyfeiriad a ddarperir o dan is-baragraff (1) fod yn enw a chyfeiriad y Bwrdd Iechyd Lleol y mae'r ymarferydd meddygol wedi gwneud cais am gael ei gynnwys ar ei restr, ar yr amod y darperir yn ogystal enw a chyfeiriad y sefydliad gofal sylfaenol y mae'r ymarferydd meddygol eisoes wedi ei gynnwys ar ei restr, a
- (b) bod cadarnhad bod enw'r ymarferydd meddygol yn ymddangos yn y rhestr honno yn golygu cadarnhad bod yr ymarferydd meddygol wedi ei gynnwys yn amodol yn rhestr y Bwrdd Iechyd Lleol o gyflawnwyr meddygol yn unol â rheoliad 4A o Reoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004.

(5) Yn y paragraff hwn mae i "sefydliad gofal sylfaenol" yr ystyr a roddir i "primary care organisation" yn rheoliad 2 o Reoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004.

Amodau ar gyfer cyflogi neu gymryd ymlaen: proffesiynolion gofal iechyd

66.—(1) Yn ddarostyngedig i baragraff (2), ni chaiff contractwr gyflogi na chymryd ymlaen broffesiynolyn gofal iechyd i gyflawni gwasanaethau clinigol o dan y contract oni bai—

- (a) bod y contractwr wedi gwirio bod y proffesiynolyn gofal iechyd yn bodloni gofynion paragraff 62, a
- (b) bod y contractwr wedi cymryd camau rhesymol i'w fodloni ei hun fod y proffesiynolyn gofal iechyd yn bodloni gofynion paragraff 64.

(2) Pan—

- (a) bo angen cyflogi neu gymryd ymlaen broffesiynolyn gofal iechyd ar frys, a
- (b) nad yw'n bosibl i'r contractwr wirio bod y proffesiynolyn gofal iechyd yn bodloni'r gofynion y cyfeirir atynt ym mharagraff 62 cyn cyflogi neu gymryd ymlaen y proffesiynolyn gofal iechyd,

(4) Where the prospective employee is a medical practitioner who is already included in the medical performers list of another primary care organisation and who has submitted an application to the Local Health Board in accordance with regulation 4A of the National Health Service (Performers Lists) (Wales) Regulations 2004, the requirements set out in subparagraph (1) apply with the modifications that—

- (a) the name and address provided under subparagraph (1) may be the name and address of the Local Health Board on whose list the medical practitioner has applied for inclusion, provided that the name and address of the primary care organisation on whose list the medical practitioner is already included is provided in addition; and
- (b) confirmation that the medical practitioner's name appears on that list means confirmation that the medical practitioner is provisionally included in the Local Health Board's medical performers list in accordance with regulation 4A of the National Health Service (Performers Lists) (Wales) Regulations 2004.

(5) In this paragraph "primary care organisation" has the meaning given in regulation 2 of the National Health Service (Performers Lists) (Wales) Regulations 2004.

Conditions for employment or engagement: health care professionals

66.—(1) Subject to paragraph (2), a contractor may not employ or engage a health care professional to perform clinical services under the contract unless—

- (a) the contractor has checked that the health care professional meets the requirements of paragraph 62, and
- (b) the contractor has taken reasonable steps to satisfy itself that the health care professional meets the requirements of paragraph 64.

(2) Where—

- (a) the employment or engagement of a health care professional is urgently needed, and
- (b) it is not possible for the contractor to check that the health care professional meets the requirements referred to in paragraph 62 before employing or engaging the health care professional,

caiff y contractwr gyflogi neu gymryd ymlaen y proffesiynolyn gofal iechyd ar sail dros dro am un cyfnod o 7 niwrnod tra bo gwiriadau o'r fath yn cael eu cyflawni.

(3) Pan fydd contractwr yn ystyried profiad a hyfforddiant proffesiynolyn gofal iechyd at ddibenion paragraff 1(b), rhaid i'r contractwr, yn benodol, roi sylw i—

- (a) unrhyw gymhwyster ôl-radd neu ôl-gofrestru a ddelir gan y proffesiynolyn gofal iechyd, a
- (b) unrhyw hyfforddiant perthnasol yr ymgwymerwyd ag ef, ac unrhyw brofiad clinigol perthnasol a enillwyd, gan y proffesiynolyn gofal iechyd.

Geirdaon clinigol

67.—(1) Ni chaiff y contractwr gyflogi na chymryd ymlaen broffesiynolyn gofal iechyd i gyflawni gwasanaethau clinigol o dan y contract (heblaw ymarferydd meddygol esempt y mae paragraff 61(3)(e) yn gymwys iddo) oni bai—

- (a) bod y person hwnnw wedi darparu dau eirda clinigol, yn ymwneud â dwy swydd ddiweddar (y caniateir iddynt gynnwys unrhyw swydd bresennol) fel proffesiynolyn gofal iechyd a barodd am o leiaf 12 wythnos heb doriad sylweddol neu, pan na fo hyn yn bosibl, esboniad llawn o ran pam y mae hyn yn wir ynghyd â manylion canolwyr eraill, a
- (b) bod y contractwr wedi gwirio'r geirdaon ac yn fodlon arnynt.

(2) Pan—

- (a) bo angen cyflogi neu gymryd ymlaen broffesiynolyn gofal iechyd ar frys, a
- (b) nad yw'n bosibl i'r contractwr gael a gwirio'r geirdaon yn unol ag is-baragraff 1(b) cyn cyflogi neu gymryd ymlaen y proffesiynolyn gofal iechyd hwnnw,

caiff y contractwr gyflogi neu gymryd ymlaen y proffesiynolyn gofal iechyd ar sail dros dro am un cyfnod o hyd at 14 o ddiwrnodau tra bo'r geirdaon yn cael eu gwirio a'u hystyried, ac am gyfnod ychwanegol o 7 niwrnod os yw'r contractwr yn credu bod y person sy'n darparu'r geirdaon hynny yn sâl, ar wyliau neu nad yw ar gael fel arall am gyfnod dros dro.

(3) Pan fo'r contractwr yn cyflogi neu'n cymryd ymlaen yr un person ar fwy nag achlysur o fewn cyfnod o 12 wythnos, caiff y contractwr ddibynnau ar y geirdaon a ddarparwyd ar yr achlysur cyntaf, ar yr amod nad yw'r geirdaon hynny yn fwy na blwydd oed.

the contractor may employ or engage the health care professional on a temporary basis for a single period of up to 7 days while such checks are undertaken.

(3) When considering a health care professional's experience and training for the purposes of paragraph (1)(b), the contractor must, in particular, have regard to—

- (a) any post-graduate or post-registration qualification held by the health care professional, and
- (b) any relevant training undertaken, and any relevant clinical experience gained, by the health care professional.

Clinical references

67.—(1) The contractor may not employ or engage a health care professional to perform clinical services under the contract (other than an exempt medical practitioner to whom paragraph 61(3)(e) applies) unless—

- (a) that person has provided two clinical references, relating to two recent posts (which may include any current post) as a health care professional which lasted for at least 12 weeks without a significant break or, where this is not possible, a full explanation of why this is the case and details of alternative referees, and
- (b) the contractor has checked and is satisfied with the references.

(2) Where—

- (a) the employment or engagement of a health care professional is urgently needed, and
- (b) it is not possible for the contractor to obtain and check the references in accordance with sub-paragraph (1)(b) before employing or engaging that health care professional,

the contractor may employ or engage the health care professional on a temporary basis for a single period of up to 14 days while the references are checked and considered, and for an additional period of a further 7 days if the contractor believes that the person supplying those references is ill, on holiday or otherwise temporarily unavailable.

(3) Where the contractor employs or engages the same person on more than one occasion within a period of 12 weeks, the contractor may rely on the references provided on the first occasion, provided that those references are not more than a year old.

Dilysu cymwysterau a chymhwysedd

68.—(1) Rhaid i'r contractwr, cyn cyflogi unrhyw berson neu gymryd unrhyw berson ymlaen—

- (a) cydymffurfio â'r Safonau Gwirio Cyn Cyflogaeth mewn perthynas â'r person hwnnw, a
- (b) cymryd camau rhesymol i'w fodloni ei hun fod y person o dan sylw yn briodol gymwysedig a chymwys i gyflawni'r dyletswyddau y mae'r person hwnnw i gael ei gyflogi neu ei gymryd ymlaen ar eu cyfer.

(2) Mae'r ddyletswydd a osodir gan is-baragraff (1) yn ychwanegol at y dyletswyddau a osodir gan baragraffau 61 i 67.

(3) Wrth ystyried cymhwysedd ac addasrwydd unrhyw berson at ddiben is-baragraff (1), rhaid i'r contractwr, yn benodol, roi sylw i—

- (a) cymwysterau academaidd a galwedigaethol y person hwnnw,
- (b) addysg a hyfforddiant y person hwnnw, ac
- (c) cyflogaeth flaenorol neu brofiad gwaith blaenorol y person hwnnw.

Hyfforddiant

69.—(1) Rhaid i'r contractwr sicrhau, ar gyfer unrhyw broffesiynolyn gofal iechyd—

- (a) sy'n cyflawni gwasanaethau clinigol o dan y contract, neu
- (b) sydd wedi ei gyflogi neu wedi ei gymryd ymlaen i gynorthwyo i gyflawni gwasanaethau o'r fath,

bod trefniadau yn eu lle at ddiben cynnal a diweddu sgiliau a gwybodaeth y proffesiynolyn gofal iechyd mewn perthynas â'r gwasanaethau y mae'n eu cyflawni neu'n cynorthwyo i'w cyflawni.

(2) Rhaid i'r contractwr gynnig cyfleoedd rhesymol i bob cyflogai i ymgymryd â hyfforddiant priodol gyda'r bwriad o gynnal cymhwysedd y cyflogai hwnnw.

Telerau ac amodau

70. Ni chaiff y contractwr ond cynnig cyflogaeth i ymarferydd meddygol cyffredinol ar delerau ac amodau nad ydynt yn llai ffafriol na'r rhai sydd wedi eu cynnwys yn "Model terms and conditions of service for a salaried general practitioner employed by a GMS

Verification of qualifications and competence

68.—(1) The contractor must, before employing or engaging any person—

- (a) comply with the Pre-employment Checks Standards in relation to that person, and
- (b) take reasonable steps to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which that person is to be employed or engaged.

(2) The duty imposed by sub-paragraph (1) is in addition to the duties imposed by paragraphs 61 to 67.

(3) When considering the competence and suitability of any person for the purpose of sub-paragraph (1), the contractor must have regard, in particular, to—

- (a) that person's academic and vocational qualifications,
- (b) that person's education and training, and
- (c) that person's previous employment or work experience.

Training

69.—(1) The contractor must ensure that for any health care professional who is—

- (a) performing clinical services under the contract, or
- (b) employed or engaged to assist in the performance of such services,

there are in place arrangements for the purpose of maintaining and updating the health care professional's skills and knowledge in relation to the services which they are performing or assisting in performing.

(2) The contractor must afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence.

Terms and conditions

70. The contractor may only offer employment to a general medical practitioner on terms and conditions which are no less favourable than those contained in the "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" published by the British Medical Association

practice” a gyhoeddwyd gan Gymdeithas Feddygol Prydain a Chonffederasiwn y GIG fel eitem 1.2 o’r dogfennau atodol i gcontract GMC 2003(1).

Trefniadau ar gyfer Cofrestrwyr Arbenigol Ymarfer Cyffredinol

71.—(1) Ni chaiff y contractor ond cyflogi Cofrestrydd Arbenigol Ymarfer Cyffredinol yn ddarostyngedig i’r amodau yn is-baragraff (2).

(2) Yr amodau y cyfeirir atynt yn is-baragraff (1) yw na chaiff y contractor, dim ond oherwydd ei fod wedi cyflogi neu wedi cymryd ymlaen Gofrestrydd Arbenigol Ymarfer Cyffredinol, leihau cyfanswm nifer yr oriau y mae ymarferwyr meddygol eraill yn eu treulio yn cyflawni gwasanaethau meddygol sylfaenol o dan y contract, na chyfanswm nifer yr oriau y maeaelodau eraill o staff yn eu treulio yn eu cynorthwyo i gyflawni’r gwasanaethau hynny.

(3) Rhaid i gcontractwr sy’n cyflogi Cofrestrydd Ymarfer Cyffredinol—

- (a) cynnig telerau cyflogaeth i’r Cofrestrydd Ymarfer Cyffredinol yn unol â’r cyfraddau ac yn ddarostyngedig i’r amodau a gynhwysir mewn unrhyw gyfarwyddydau a roddir gan Weinidogion Cymru i Fyrdau Iechyd Lleol o dan adran 12 o’r Ddeddf (Swyddogaethau Byrddau Iechyd Lleol) sy’n ymwneud â’r grantiau, y ffioedd, y lwfansau teithio a’r lwfansau eraill sy’n daladwy i Gofrestrwyr Ymarfer Cyffredinol, a
- (b) ystyried y canllawiau sydd wedi eu cynnwys yn y ddogfen o’r enw “A Reference Guide For Postgraduate Foundation and Specialty Training in the UK”(2).

Gofynion o ran hysbysiadau mewn cysylltiad â rhagnodwyr perthnasol

72.—(1) At ddibenion y paragraff hwn, ystyri “rhagnodydd perthnasol” yw—

- (a) nyrs sy’n rhagnodi’n annibynnol,
- (b) nyrs-ragnodydd annibynnol,
- (c) parafeddyg-ragnodydd annibynnol,
- (d) fferyllydd-ragnodydd annibynnol,

and the NHS Confederation as item 1.2 of the supplementary documents to the GMS contract 2003(1).

Arrangements for GP Specialty Registrars

71.—(1) The contractor may only employ a GP Specialty Registrar subject to the conditions in sub-paragraph (2).

(2) The conditions referred to in sub-paragraph (1) are that the contractor must not, by reason only of having employed or engaged a GP Specialty Registrar, reduce the total number of hours that other medical practitioners perform primary medical services under the contract or that other staff spend assisting them in the performance of those services.

(3) A contractor employing a GP Registrar must—

- (a) offer the GP Registrar terms of employment in accordance with the rates and subject to the conditions contained in any directions given by Welsh Ministers to Local Health Boards under section 12 of the Act (Functions of Local Health Board) concerning the grants, fees, travelling and other allowances payable to GP Registrars, and
- (b) take into account the guidance contained in the document entitled “A Reference Guide For Postgraduate Foundation and Specialty Training in the UK”(2).

Notice requirements in respect of relevant prescribers

72.—(1) For the purposes of this paragraph, “a relevant prescriber” is—

- (a) an independent nurse prescriber,
- (b) a nurse independent prescriber,
- (c) a paramedic independent prescriber,
- (d) a pharmacist independent prescriber,

(1) Mae’r ddogfen hon ar gael yn: <https://www.nhsemployers.org/system/files/2021-06/TCS-GP-GMS-150409.pdf>. Gellir gofyn am gopïau caled oddi wrth: The British Medical Association, BMA House, Tavistock Square, London WC1H 9JP.

(2) Mae’r canllaw hwn, a gafodd ei gyhoeddi ddiwethaf ym mis Awst 2022, ar gael ar gais oddi wrth Addysg a Gwella Iechyd Cymru, ar ffurf copi caled, drwy ysgrifennu i: AaGIC, Tŷ Dysgu, Cefn Coed, Nantgarw, CF15 7QQ neu drwy anfon e-bost i heiw@wales.nhs.uk.

(1) This document is available at: <https://www.nhsemployers.org/system/files/2021-06/TCS-GP-GMS-150409.pdf>. Hard copies may be requested from The British Medical Association, BMA House, Tavistock Square, London WC1H 9JP.

(2) This guidance, last published in August 2022, is available on request from Health Education and Improvement Wales, in hard copy by writing to HEIW, Tŷ Dysgu, Cefn Coed, Nantgarw, CF15 7QQ or via email to heiw@nhs.wales.uk.

- (e) ffisiotherapydd-ragnodydd annibynnol,
- (f) podiatrydd-ragnodydd neu giropodydd-ragnodydd annibynnol,
- (g) rhagnodydd atodol, neu
- (h) radiograffydd therapiwtig-ragnodydd annibynnol.

(2) Rhaid i'r contractwr roi hysbysiad i'r Bwrdd Iechyd Lleol—

- (a) pan fo rhagnodydd perthnasol wedi ei gyflogi neu wedi ei gymryd ymlaen gan gcontractwr i gyflawni swyddogaethau sy'n cynnwys rhagnodi,
- (b) pan fo rhagnodydd perthnasol y mae ei swyddogaethau yn cynnwys rhagnodi yn barti i'r contract, neu
- (c) pan fo swyddogaethau rhagnodydd perthnasol y mae'r contractwr eisoes yn ei gyflogi neu eisoes wedi ei gymryd ymlaen yn cael eu hestyn i gynnwys rhagnodi.

(3) Rhaid i'r hysbysiad o dan is-baragraff (2) gael ei roi yn ysgrifenedig i'r Bwrdd Iechyd Lleol cyn i'r cyfnod o 7 niwrnod ddod i ben gan ddechrau â'r dyddiad—

- (a) y cafodd y rhagnodydd perthnasol ei gyflogi neu ei gymryd ymlaen gan y contractwr neu, yn ôl y digwydd, y daeth yn barti i'r contract (oni bai, yn union cyn dod yn barti o'r fath, fod paragraff 2(a) yn gymwys i'r rhagnodydd perthnasol hwnnw), neu
- (b) y cafodd swyddogaethau'r rhagnodydd perthnasol eu hestyn i gynnwys rhagnodi.

(4) Rhaid i'r contractwr roi hysbysiad i'r Bwrdd Iechyd Lleol—

- (a) pan fo'r contractwr yn peidio â chyflogi neu gymryd ymlaen ragnodydd perthnasol ym mhactris y contractwr y mae ei swyddogaethau yn cynnwys rhagnodi ym mhactris y contractwr,
- (b) pan fo rhagnodydd perthnasol yn peidio â bod yn barti i'r contract,
- (c) pan fo swyddogaethau rhagnodydd perthnasol sydd wedi ei gyflogi neu ei gymryd ymlaen gan gcontractwr ym mhactris y contractwr yn cael eu newid fel nad ydynt mwyach yn cynnwys rhagnodi ym mhactris y contractwr, neu
- (d) pan fo'r contractwr yn dod yn ymwybodol bod rhagnodydd perthnasol y mae'n ei gyflogi neu'n ei gymryd ymlaen wedi cael ei ddileu o'r gofrestr berthnasol neu wedi cael ei atal dros dro ohoni.

- (e) a physiotherapist independent prescriber,
- (f) a podiatrist or chiropodist independent prescriber,
- (g) a supplementary prescriber, or
- (h) a therapeutic radiographer independent prescriber.

(2) The contractor must give notice to the Local Health Board where—

- (a) a relevant prescriber is employed or engaged by a contractor to perform functions which include prescribing,
- (b) a relevant prescriber whose functions include prescribing is a party to the contract, or
- (c) the functions of a relevant prescriber whom the contractor already employs or has already engaged are extended to include prescribing.

(3) The notice under sub-paragraph (2) must be given in writing to the Local Health Board before the expiry of the period of 7 days beginning with the date on which—

- (a) the relevant prescriber was employed or engaged by the contractor or, as the case may be, became a party to the contract (unless, immediately before becoming such a party, paragraph (2)(a) applied to that relevant prescriber), or
- (b) the functions of the relevant prescriber were extended to include prescribing.

(4) The contractor must give notice to the Local Health Board where—

- (a) the contractor ceases to employ or engage a relevant prescriber in the contractor's practice whose functions include prescribing in the contractor's practice,
- (b) a relevant prescriber ceases to be a party to the contract,
- (c) the functions of a relevant prescriber employed or engaged by the contractor in the contractor's practice are changed so that they no longer include prescribing in the contractor's practice, or
- (d) the contractor becomes aware that a relevant prescriber whom it employs or engages has been removed or suspended from the relevant register.

(5) Rhaid i'r hysbysiad o dan is-baragraff (4) gael ei roi yn ysgrifenedig i'r Bwrdd Iechyd Lleol cyn diwedd yr ail ddiwrnod gwaith ar ôl y diwrnod y digwyddodd digwyddiad a ddisgrifir yn is-baragraffau (4)(a) i (d) mewn perthynas â'r rhagnodydd perthnasol.

(6) Rhaid i'r contractwr ddarparu'r wybodaeth a ganlyn pan fydd yn rhoi hysbysiad i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (2)—

- (a) enw llawn y person,
- (b) cymwysterau proffesiynol y person,
- (c) rhif adnabod y person, sy'n ymddangos yn y gofrestr berthnasol,
- (d) y dyddiad y cafodd cofnod y person yn y gofrestr berthnasol ei anodi i'r perwyl bod y person yn gymwysedig i archebu cyffuriau, meddyginaethau a chyfarpar ar gyfer cleifion,
- (e) y dyddiad—
 - (i) y cafodd y person ei gyflogi neu ei gymryd ymlaen (os yw'n berthnasol),
 - (ii) y daeth y person yn barti i'r contract (os yw'n berthnasol), neu
 - (iii) y cafodd swyddogaethau'r person eu hestyn i gynnwys rhagnodi ym mhrafftis y contractwr.

(7) Rhaid i'r contractwr ddarparu'r wybodaeth a ganlyn pan fydd yn rhoi hysbysiad i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (4)—

- (a) enw llawn y person,
- (b) cymwysterau proffesiynol y person,
- (c) rhif adnabod y person, sy'n ymddangos yn y gofrestr berthnasol,
- (d) y dyddiad—
 - (i) y peidiodd y person â chael ei gyflogi neu ei gymryd ymlaen ym mhrafftis y contractwr,
 - (ii) y peidiodd y person â bod yn barti i'r contract,
 - (iii) y cafodd swyddogaethau'r person eu newid i beidio â chynnwys rhagnodi ym mhrafftis y contractwr mwyach, neu
 - (iv) y cafodd y person ei ddileu o'r gofrestr berthnasol neu ei atal dros dro ohoni.

Llofnodi dogfennau

73.—(1) Rhaid i'r contractwr sicrhau—

- (a) bod y dogfennau a bennir yn is-baragraff (2) yn cynnwys—
 - (i) proffesiwn clinigol y proffesiynolyn gofal iechyd a lofnododd y ddogfen, a

(5) The notice under sub-paragraph (4) must be given in writing to the Local Health Board before the end of the second working day after the day on which an event described in sub-paragraphs (4)(a) to (d) occurred in relation to the relevant prescriber.

(6) The contractor must provide the following information when it gives notice to the Local Health Board in accordance with sub-paragraph (2)—

- (a) the person's full name,
- (b) the person's professional qualifications,
- (c) the person's identifying number which appears in the relevant register,
- (d) the date on which the person's entry in the relevant register was annotated to the effect that the person was qualified to order drugs, medicines and appliances for patients,
- (e) the date on which—
 - (i) the person was employed or engaged (if applicable),
 - (ii) the person became a party to the contract (if applicable), or
 - (iii) the functions of the person were extended to include prescribing in the contractor's practice.

(7) The contractor must provide the following information when it gives notice to the Local Health Board in accordance with sub-paragraph (4)—

- (a) the person's full name,
- (b) the person's professional qualifications,
- (c) the person's identifying number which appears in the relevant register,
- (d) the date on which—
 - (i) the person ceased to be employed or engaged in the contractor's practice,
 - (ii) the person ceased to be a party to the contract,
 - (iii) the functions of the person were changed so as to no longer include prescribing in the contractor's practice, or
 - (iv) the person was removed or suspended from the relevant register.

Siging of documents

73.—(1) The contractor must ensure—

- (a) that the documents specified in sub-paragraph (2) include—
 - (i) the clinical profession of the health care professional who signed the document, and

- (ii) enw'r contractwr y mae'r ddogfen wedi ei llofnodi ar ei ran, a
- (b) bod y dogfennau a bennir yn is-baragraff (3) yn cynnwys proffesiwn clinigol y proffesiynolyn gofal iechyd a lofnododd y ddogfen.
- (2) Y dogfennau a bennir yn yr is-baragraff hwn yw—
- (a) tystysgrifau a ddyroddir yn unol â rheoliad 19, oni bai bod rheoliadau sy'n ymwneud â thystysgrifau penodol yn darparu fel arall, a
 - (b) unrhyw ddogfennau clinigol eraill ar wahân i—
 - (i) ffurflenni archebu ocsigen cartref, a
 - (ii) y dogfennau a bennir yn is-baragraff (3).
- (3) Y dogfennau a bennir yn y paragraff hwn yw swpddyroddiadau, ffurflenni presgripsiwn a phresgripsiynau amlroddadwy.
- (4) Mae'r paragraff hwn yn ychwanegol at unrhyw ofynion eraill sy'n ymwneud â'r dogfennau a bennir yn is-baragraffau (2) a (3) pa un ai yn y Rheoliadau hyn neu yn rhywle arall.
- ### **Lefel sgiliau a chydymffurfedd â llwybrau**
- 74.** Rhaid i'r contractwr wneud y canlynol, a rhaid iddo sicrhau bod y rhai y mae'n eu cyflogi neu'n eu cymryd ymlaen yn gwneud y canlynol—
- (a) cyflawni rhwymedigaethau'r contractwr o dan y contract â gofal a sgil rhesymol, a
 - (b) ystyried cymhwys o llwybrau cyflwr cenedlaethol sy'n berthnasol ar gyfer pob claf.
- ### **Gwerthuso ac asesu**
- 75.**—(1) Rhaid i'r contractwr sicrhau bod unrhyw ymarferydd meddygol sy'n cyflawni gwasanaethau o dan y contract—
- (a) yn cymryd rhan yn y system arfarnu a ddarperir gan y Bwrdd Iechyd Lleol oni bai bod yr ymarferydd meddygol hwnnw yn cymryd rhan mewn system arfarnu briodol a ddarperir gan gorff gwasanaeth iechyd arall neu ei fod yn ymarferydd cyffredinol i'r lluoedd arfog, a
 - (b) yn cydweithredu â'r Bwrdd Iechyd Lleol mewn perthynas â swyddogaethau diogelwch cleifion y Bwrdd Iechyd Lleol.
- (2) Rhaid i'r Bwrdd Iechyd Lleol ddarparu system arfarnu at ddibenion is-baragraff 1(a) ar ôl ymgynghori â'r Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr
- (ii) the name of the contractor on whose behalf the document is signed, and
- (b) that the documents specified in sub-paragraph (3) include the clinical profession of the health care professional who signed the document.
- (2) The documents specified in this sub-paragraph are—
- (a) certificates issued in accordance with regulation 19, unless regulations relating to particular certificates provide otherwise, and
 - (b) any other clinical documents apart from—
 - (i) home oxygen order forms, and
 - (ii) the documents specified in sub-paragraph (3).
- (3) The documents specified in this paragraph are batch issues, prescription forms and repeatable prescriptions.
- (4) This paragraph is in addition to any other requirements relating to the documents specified in sub-paragraphs (2) and (3) whether in these Regulations or elsewhere.
- ### **Level of skill and compliance with pathways**
- 74.** The contractor must, and the contractor must ensure that those it employs or engages must—
- (a) carry out the contractor's obligations under the contract with reasonable care and skill, and
 - (b) consider the application of national condition pathways relevant for each patient.
- ### **Appraisal and assessment**
- 75.**—(1) The contractor must ensure that any medical practitioner performing services under the contract—
- (a) participates in the appraisal system provided by the Local Health Board unless that medical practitioner participates in an appropriate appraisal system provided by another health service body or is an armed forces GP, and
 - (b) co-operates with the Local Health Board in relation to the Local Health Board's patient safety functions.
- (2) The Local Health Board must provide an appraisal system for the purposes of sub-paragraph (1)(a) after consultation with the Local Medical

ardal y mae'r ymarferydd yn darparu gwasanaethau ynddi o dan y contract, ac ag unrhyw bersonau eraill y mae'n ymddangos iddo eu bod yn briodol.

(3) Ym mharagraff (1), ystyr "ymarferydd cyffredinol i'r lloedd arfog" yw ymarferydd meddygol sydd wedi ei gyflogi ar gcontract gwasanaeth gan y Weinyddiaeth Amdiffyn, pa un a yw'n aelod o lloedd arfog y Goron ai peidio.

RHAN 7

Is-gontractio

Is-gontractio

76.—(1) Yn ddarostyngedig i is-baragraff (2), ni chaiff y contractwr is-gontractio unrhyw un neu ragor o'i hawliau na'i ddyletswyddau o dan y contract mewn perthynas â materion clinigol, neu faterion anghlinigol sy'n cael effaith uniongyrchol ar gleifion, oni bai—

- (a) ei fod ym mhob achos wedi cymryd camau rhesymol i'w fodloni ei hun—
 - (i) ei bod yn rhesymol o dan bob un o'r amgylchiadau i wneud hynny, a
 - (ii) bod y person y mae unrhyw un neu ragor o'r hawliau neu'r dyletswyddau hynny wedi eu his-gontractio iddo yn gymwysedig ac yn gymwys i ddarparu'r gwasanaeth, a
- (b) bod y contractwr wedi rhoi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol am ei fwriad i is-gontractio cyn gynted ag y bo'n rhesymol ymarferol cyn y dyddiad y bwriedir i'r is-gontract arfaethedig gymryd effaith.

(2) Nid yw is-baragraff (1)(b) yn gymwys—

- (a) i gcontract ar gyfer gwasanaethau â phroffesiynolyn gofal iechyd ar gyfer darparu gwasanaethau clinigol yn bersonol gan y proffesiynolyn hwnnw, neu
- (b) contract rhwng y contractwr a phractis arall yng Nghydweithredfa Ymarfer Cyffredinol y contractwr y mae'r practis arall i ddarparu, fel rhan o weithgareddau'r Gydweithredfa Ymarfer Cyffredinol honno, wasanaethau meddygol sylfaenol i gleifion y contractwr odano.

(3) Rhaid i hysbysiad a roddir o dan is-baragraff (1)(b) gynnwys—

- (a) enw a chyfeiriad yr is-gontractwr arfaethedig,
- (b) hyd yr is-gontract arfaethedig,
- (c) y gwasanaethau y mae'r is-gontract arfaethedig i'w cwmpasu, a

Committee (if any) for the area in which the practitioner provides services under the contract and such other persons as appear to it to be appropriate.

(3) In paragraph (1), "armed forces GP" means a medical practitioner who is employed on a contract of service by the Ministry of Defence, whether or not as a member of the armed forces of the Crown.

PART 7

Sub-contracting

Sub-contracting

76.—(1) Subject to sub-paragraph (2), the contractor must not sub-contract any of its rights or duties under the contract in relation to clinical matters, or non-clinical matters directly affecting patients, unless—

- (a) in all cases it has taken reasonable steps to satisfy itself that—
 - (i) it is reasonable in all the circumstances to do so, and
 - (ii) that person to whom any of those rights or duties is sub-contracted is qualified and competent to provide the service, and
- (b) the contractor has given notice in writing to the Local Health Board of its intention to sub-contract as soon as reasonably practicable before the date on which the proposed sub-contract is intended to come into effect.

(2) Sub-paragraph (1)(b) does not apply to—

- (a) a contract for services with a health care professional for the provision by that professional personally of clinical services, or
- (b) a contract between the contractor and another practice in the contractor's GP Collaborative under which that other practice is to provide, as part of that GP Collaborative's activities, primary medical services to the contractor's patients.

(3) A notice given under sub-paragraph (1)(b) must include—

- (a) the name and address of the proposed subcontractor,
- (b) the duration of the proposed sub-contract,
- (c) the services to be covered by the proposed sub-contract, and

(d) cyfeiriad unrhyw fangre sydd i gael ei defnyddio ar gyfer darparu gwasanaethau o dan yr is-contract arfaethedig.

(4) Ar ôl cael hysbysiad a roddir o dan is-baragraff (1)(b), caiff y Bwrdd Iechyd Lleol ofyn am ragor o wybodaeth sy'n ymddangos yn rhesymol iddo mewn perthynas â'r is-contract arfaethedig, a rhaid i'r contractwr roi'r wybodaeth honno i'r Bwrdd Iechyd Lleol yn brydlon.

(5) Ni chaiff y contractwr fwrw ymlaen â'r is-contract neu, os yw'r is-contract eisoes wedi cymryd effaith, rhaid i'r contractwr gymryd pob cam rhesymol i'w derfynu pan fo'r Bwrdd Iechyd Lleol yn rhoi hysbysiad yn ysgrifenedig am ei wrthwynebiad i'r is-contract ar y seilai—

(a) y byddai'r is-contract—

(i) yn peri risg i ddiogelwch cleifion y contractwr, neu

(ii) yn peri risg i'r Bwrdd Iechyd Lleol fynd i golled ariannol sylweddol,

(b) pan na fyddai'r is-contractwr yn gallu cyflawni rhwymedigaethau'r contractwr o dan y contract,

a bod y Bwrdd Iechyd Lleol yn rhoi hysbysiad o'r fath cyn diwedd y cyfnod o 28 o ddiwrnodau gan ddechrau â'r dyddiad y cafodd y Bwrdd Iechyd Lleol hysbysiad oddi wrth y contractwr o dan is-baragraff (1)(b).

(6) Rhaid i hysbysiad a roddir gan y Bwrdd Iechyd Lleol o dan is-baragraff (5)(a) gynnwys datganiad o'r rhesymau dros wrthwynebiad y Bwrdd Iechyd Lleol.

(7) Mae is-baragraffau (1) a (3) i (6) hefyd yn gynnwys mewn perthynas ag unrhyw adnewyddiad neu amrywiad sylweddol i is-contract mewn perthynas â materion clinigol.

(8) Pan fo'r hysbysiad gan y contractwr yn unol ag is-baragraff (3) yn ymwneud â materion clinigol ac nad yw'r Bwrdd Iechyd Lleol yn rhoi hysbysiad am wrthwynebiad o dan is-baragraff (5), bernir bod y partïon i'r contract wedi cytuno ar amrywiad i'r contract sydd, yn ddarostyngedig i unrhyw hysbysiad a gyflwynir o dan is-baragraff (1)(b), â'r effaith o ychwanegu at y rhestr o fangoedd practis unrhyw fangre y cafodd hysbysiad o'i chyfeiriad ei roi i'r Bwrdd Iechyd Lleol o dan is-baragraff (3)(d) ac, o dan yr amgylchiadau hyn, nid yw paragraff 109(1) yn gynnwys.

(9) Yn ddarostyngedig i is-baragraff (10), rhaid i is-contract yr ymrwymir iddo gan gontactwr wahardd yr is-contractwr rhag is-gontactio unrhyw un neu ragor o'r gwasanaethau clinigol y mae wedi cytuno arnynt gyda'r contractwr i'w darparu o dan yr is-contract.

(d) the address of any premises to be used for the provision of services under the proposed sub-contract.

(4) On receipt of a notice given under sub-paragraph (1)(b), the Local Health Board may request further information relating to the proposed sub-contract as appears to it to be reasonable, and the contractor must supply that information to the Local Health Board promptly.

(5) The contractor must not proceed with the sub-contract or, if the sub-contract has already taken effect, the contractor must take all reasonable steps to terminate it, where the Local Health Board gives notice in writing of its objection to the sub-contract on the grounds that—

(a) the sub-contract would—

(i) put the safety of the contractor's patients at risk, or

(ii) put the Local Health Board at risk of material financial loss,

(b) the sub-contractor would be unable to meet the contractor's obligations under the contract,

and such notice is given by the Local Health Board before the end of the period of 28 days beginning with the date on which the Local Health Board received a notice from the contractor under sub-paragraph (1)(b).

(6) A notice given by the Local Health Board under sub-paragraph (5)(a) must include a statement of the reasons for the Local Health Board's objection.

(7) Sub-paragraphs (1) and (3) to (6) also apply in relation to any renewal or material variation of a sub-contract in relation to clinical matters.

(8) Where the notification by the contractor pursuant to sub-paragraph (3) relates to clinical matters and the Local Health Board does not give notice of an objection under sub-paragraph (5), the parties to the contract are deemed to have agreed a variation of the contract which, subject to any notice served under sub-paragraph (1)(b), has the effect of adding to the list of practice premises any premises the address of which was notified to the Local Health Board under sub-paragraph (3)(d) and, in these circumstances, paragraph 109(1) does not apply.

(9) Subject to sub-paragraph (10), a sub-contract entered into by a contractor must prohibit the sub-contractor from sub-contracting any of the clinical services that it has agreed with the contractor to provide under the sub-contract.

(10) Caiff is-gontract yr ymrwymir iddo gan y contractor sy'n dod o fewn is-baragraff (2)(b) ganiatáu i'r is-gontractwr is-gontractio gwasanaethau clinigol ar yr amod bod y contractor yn cael cymeradwyaeth ysgrifenedig gan y Bwrdd Iechyd Lleol cyn i'r is-gontractwr is-gontractio'r gwasanaethau hynny.

(11) Ni chaiff y contractor is-gontractio unrhyw un neu ragor o'i hawliau na'i ddyletswyddau o dan y contract mewn perthynas â darparu gwasanaethau unedig i gwmni neu ffyrn—

- (a) sy'n eiddo'n gyfan gwbl neu'n rhannol i'r contractor, neu i unrhyw gyflogai blaenorol neu gyflogai presennol i'r contractor, neu i unrhyw bartner neu gyfranddaliwr yn y contractor,
- (b) a ffurfir gan neu ar ran y contractor, neu y mae'r contractor yn ennill neu y gallai ennill buddiant ariannol ohono neu ohoni, neu
- (c) a ffurfir gan neu ar ran cyflogai blaenorol neu bresennol i'r contractor, neu gan neu ar ran partner neu gyfranddaliwr yn y contractor, neu y mae person o'r fath yn ennill neu y gallai ennill buddiant ariannol ohono neu ohoni,

pan fo is-baragraff (12) yn gymwys i'r cwmni hwnnw neu i'r ffyrm honno.

(12) Mae'r is-baragraff hwn yn gymwys i gwmni neu ffyrm sydd neu a oedd wedi cael ei ffurfio yn gyfan gwbl neu yn rhannol at ddiben osgoi'r cyfyngiadau ar werthu ewyllys da practis meddygol yn rheoliad 3 o Reoliadau Gwasanaethau Meddygol Sylfaenol (Gwerthu Ewillys Da a Chyfyngiadau ar Is-gontractio) (Cymru) 2004(1).

Tynnu'n ôl ac amrywio cymeradwyaeth a'r hawl i wrthwynebu is-gontract o dan adrann 76 yn ddiweddarach

77.—(1) Heb ragfarnu unrhyw rwymedïau eraill a all fod ganddo o dan y contract, pan fernir bod Bwrdd Iechyd Lleol wedi cymeradwyo cais a wneir o dan baragraff 76, mae ganddo hawlogaeth i gyflwyno hysbysiad i'r contractor sy'n tynnu'n ôl neu'n amrywio'r gymeradwyaeth honno gydag effaith ar unwaith—

- (a) os nad yw wedi ei fodloni mwyach fod y trefniant arfaethedig yn galluogi'r contractor i fodloni ei rwymedigaethau o dan y contract yn foddaol, neu

(10) A sub-contract entered into by the contractor falling within sub-paragraph (2)(b) may allow the sub-contractor to sub-contract clinical services provided the contractor obtains the written approval of the Local Health Board prior to the sub-contractor sub-contracting those services.

(11) The contractor must not sub-contract any of its rights or duties under the contract in relation to the provision of unified services to a company or firm—

- (a) owned wholly or partly by the contractor, or by any former or current employee of, or partner or shareholder in, the contractor,
- (b) formed by or on behalf of the contractor, or from which it derives or may derive a pecuniary benefit, or
- (c) formed by or on behalf of a former or current employee of, or partner or shareholder in, the contractor, or from which such a person derives or may derive a pecuniary benefit,

where sub-paragraph (12) applies to that company or firm.

(12) This sub-paragraph applies to a company or firm which is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of goodwill of a medical practice in regulation 3 of the Primary Medical Services (Sale of Goodwill and Restrictions on Sub-contracting) (Wales) Regulations 2004(1).

Withdrawal and variation of approval and right to subsequently object to a sub-contract under paragraph 76

77.—(1) Without prejudice to any other remedies which it may have under the contract, where a Local Health Board is deemed to have approved an application made under paragraph 76, it is entitled to serve notice on the contractor withdrawing or varying that approval with immediate effect if—

- (a) it is no longer satisfied that the proposed arrangement enables the contractor to satisfactorily meet its obligations under the contract, or

(1) O.S. 2004/1017 (Cy. 114).

(1) S.I. 2004/1017 (W. 114).

- (b) os yw wedi ei fodloni bod angen tynnu'n ôl neu amrywio ar unwaith er mwyn gwarchod—
 - (i) diogelwch cleifion y contractwr, neu
 - (ii) y Bwrdd Iechyd Lleol rhag colled ariannol sylweddol.
- (2) Mae hysbysiad a gyflwynir o dan y paragraff hwn yn cymryd effaith ar y dyddiad y mae'r contractwr yn ei gael.

RHAN 8

Cofnodion, gwybodaeth, hysbysiadau a hawliau mynediad

Cofnodion cleifion

78.—(1) Rhaid i'r contractwr gadw cofnodion digonol o'r sylw a rydd i'w gleifion a'i driniaeth o'i gleifion a rhaid iddo wneud hynny—

- (a) ar ffurflenno a gyflenwir iddo at y diben gan y Bwrdd Iechyd Lleol, neu
 - (b) gyda chydsyniad ysgrifenedig y Bwrdd Iechyd Lleol, drwy gyfrwng cofnodion cyfrifiadur,
- neu mewn cyfuniad o'r ddwy ffordd hyn.

(2) Rhaid i'r contractwr gynnwys yn y cofnodion y cyfeirir atynt yn is-baragraff (1) adroddiadau clinigol a anfonir yn unol â pharagraff 10 neu oddi wrth unrhyw broffesiynolyn gofal iechyd arall sydd wedi darparu gwasanaethau clinigol i berson ar ei restr o gleifion.

(3) Ni chaniateir i gydsyniad y Bwrdd Iechyd Lleol sy'n ofynnol o dan is-baragraff (1)(b) gael ei gadw'n ôl na'i dynnu'n ôl ar yr amod bod y Bwrdd Iechyd Lleol wedi ei fodloni, ac yn parhau i fod wedi ei fodloni—

- (a) bod y gwasanaethau digidol Meddygon Teulu y mae'r contractwr yn bwriadu cadw'r cofnodion arnynt yn bodloni'r gofynion a nodir yn y Cytundeb Fframwaith Cenedlaethol ar gyfer Systemau a Gwasanaethau Clinigol Meddygon Teulu yng Nghymru,
- (b) bod y mesurau diogelwch a'r swyddogaethau archwilio a rheoli systemau sydd wedi eu hymgorffori yn y gwasanaethau digidol Meddygon Teulu yn cydymffurfio â'r Cytundeb Fframwaith Cenedlaethol ar gyfer Systemau a Gwasanaethau Clinigol Meddygon Teulu yng Nghymru ac wedi eu galluogi, ac

- (b) it is satisfied that immediate withdrawal of variation is necessary to protect—
 - (i) the safety of the contractor's patients, or
 - (ii) the Local Health Board from material financial loss.

(2) A notice served under this paragraph takes effect on the date on which it is received by the contractor.

PART 8

Records, information, notifications and rights of entry

Patient records

78.—(1) The contractor must keep adequate records of its attendance on and treatment of its patients and must do so—

- (a) on forms supplied to it for the purpose by the Local Health Board, or
- (b) with the written consent of the Local Health Board, by way of computerised records,

or in a combination of those two ways.

(2) The contractor must include in the records referred to in sub-paragraph (1) clinical reports sent in accordance with paragraph 10 or from any other health care professional who has provided clinical services to a person on its list of patients.

(3) The consent of the Local Health Board required by sub-paragraph (1)(b) must not be withheld or withdrawn provided the Local Health Board is satisfied, and continues to be satisfied, that—

- (a) the GP digital services upon which the contractor proposes to keep the records meet the requirements set out in the National Framework Agreement for GP Clinical Systems and Services in Wales,
- (b) the security measures, audit and system management functions incorporated into the GP digital services are compliant with the National Framework Agreement for GP Clinical Systems and Services in Wales have been enabled, and

(c) bod y contractwr yn ymwybodol o'r canllawiau sydd wedi eu cynnwys yn "The Good Practice Guidelines for GP electronic patient records (Version 4)" a gyhoeddwyd ar 21 Mawrth 2011 ac wedi llofnodi ymgymmeriad bod rhaid iddo roi sylw i'r canllawiau hynny.

(4) Pan fo cofnodion cleifion y contractwr yn gofnodion cyfrifiadurol, rhaid i'r contractwr, cyn gynted â phosibl yn dilyn cais gan y Bwrdd Iechyd Lleol, ganiatâu i'r Bwrdd Iechyd Lleol gyrchu'r wybodaeth a gofnodwyd ar y system gyfrifiadur y cedwir y cofnodion hynny arni drwy'r swyddogaeth archwilio y cyfeirir ati yn is-baragraff (3)(b) i'r graddau sy'n angenreidiol er mwyn i'r Bwrdd Iechyd Lleol gadarnhau bod y swyddogaeth archwilio wedi ei galluogi ac yn gweithredu'n gywir.

(5) Pan fo claf ar restr y contractwr o gleifion yn marw, rhaid i'r contractwr anfon y cofnodion cyflawn sy'n ymwneud â'r claf hwnnw i'r Bwrdd Iechyd Lleol—

- (a) mewn achos pan hysbyswyd y contractwr gan y Bwrdd Iechyd Lleol am farwolaeth y claf hwnnw, cyn diwedd y cyfnod o 14 o ddiwrnodau sy'n dechrau â'r dyddiad y cafodd y contractwr ei hysbysu felly, neu
- (b) mewn unrhyw achos arall, cyn diwedd y cyfnod o 4 wythnos sy'n dechrau â'r dyddiad y cafodd y contractwr wybod am farwolaeth y claf hwnnw.

(6) Pan fo claf ar restr contractwr o gleifion wedi cofrestru gyda darparwr gwasanaethau meddygol sylfaenol arall a bod y contractwr yn cael cais gan y darparwr hwnnw am y cofnodion cyflawn sy'n ymwneud â'r claf hwnnw, rhaid i'r contractwr, cyn gynted ag y bo modd, a pha un bynnag, cyn diwedd y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r diwrnod y mae'n cael y cais oddi wrth y darparwr, anfon at y darparwr hwnnw y cofnodion cyflawn (heblaw unrhyw ran a ddelir ar bapur yn unig), drwy'r cyfleuster GP2GP yn unol â pharagraff 80 ac anfon i'r Bwrdd Iechyd Lleol—

- (a) y cofnodion cyflawn, neu unrhyw ran o'r cofnodion, a anfonwyd drwy'r cyfleuster GP2GP yn unol â pharagraff 80 nad yw'r contractwr yn cael cadarnhad eu bod wedi eu trosglwyddo'n ddiogel ac effeithiol trwy'r cyfleuster hwnnw, a
- (b) unrhyw ran o'r cofnodion a gedwir gan y contractwr ar bapur yn unig.

(c) the contractor is aware of, and has signed an undertaking that it must have regard to the guidelines contained in "The Good Practice Guidelines for GP electronic patient records (Version 4)" published on 21 March 2011.

(4) Where the contractor's patient records are computerised records, the contractor must, as soon as possible following a request from the Local Health Board, allow the Local Health Board to access the information recorded on the computer system on which those records are held by means of the audit function referred to in sub-paragraph (3)(b) to the extent necessary for the Local Health Board to confirm that the audit function is enabled and functioning correctly.

(5) Where a patient on the contractor's list of patients dies, the contractor must send the complete records relating to that patient to the Local Health Board—

- (a) in a case where the contractor was informed by the Local Health Board of that patient's death, before the end of the period of 14 days beginning with the date on which the contractor was so informed, or
- (b) in any other case, before the end of the period of 4 weeks beginning with the date on which the contractor learned of that patient's death.

(6) Where a patient on a contractor's list of patients has registered with another provider of primary medical services and the contractor receives a request from that provider for the complete records relating to that patient, the contractor must, as soon as possible and in any event before the end of the period of 28 days beginning with the day on which it receives the request from the provider, send to that provider the complete records (other than any part held only in paper form), via the GP2GP facility in accordance with paragraph 80 and send to the Local Health Board—

- (a) the complete records, or any part of the records, sent via the GP2GP facility in accordance with paragraph 80 for which the contractor does not receive confirmation of safe and effective transfer via that facility, and
- (b) any part of the records held by the contractor only in paper form.

(7) O ran claf ar restr contractwr o gleifion—

- (a) pan fo'r claf yn cael ei ddileu o'r rhestr honno ar gais y claf hwnnw o dan baragraff 28, neu am fod unrhyw un neu ragor o baragraffau 29 i 36 wedi eu cymhwysyo, a
- (b) pan nad yw'r contractwr wedi cael cais gan ddarparwr arall gwasanaethau meddygol y mae'r claf hwnnw wedi cofrestru gydag ef am drosglywyddo'r cofnodion cyflawn sy'n ymwneud â'r claf hwnnw,

rhaid i'r contractwr anfon copi o'r cofnodion hynny i'r Bwrdd Iechyd Lleol.

(8) Pan fo cyfrifoldeb contractwr am glaf yn terfynu yn unol â pharagraff 37, rhaid i'r contractwr anfon unrhyw gofnodion yn ymwneud â'r claf hwnnw sydd ganddo—

- (a) os yw'n hysbys, at y darparwr gwasanaethau meddygol sylfaenol y mae'r claf hwnnw wedi cofrestru gydag ef, neu
- (b) ym mhob achos arall, i'r Bwrdd Iechyd Lleol.

(9) At ddibenion y rheoliad hwn, mae i "cyfleuster GP2GP" yr un ystyr ag yn is-baragraff (2) o baragraff 80.

(10) I'r graddau y mae cofnodion claf yn gofnodion cyfrifiadurol, mae'r contractwr yn cydymffurfio ag is-baragraffau (5), (7) neu (8) os yw'n anfon copi o'r cofnodion hynny i'r Bwrdd Iechyd Lleol—

- (a) ar ffurf ysgrifenedig, neu
- (b) gyda chydsyniad ysgrifenedig y Bwrdd Iechyd Lleol ar unrhyw ffurf arall.

(11) Ni chaniateir i gydsyniad y Bwrdd Iechyd Lleol i drawsyrru gwybodaeth heblaw ar ffurf ysgrifenedig at ddibenion is-baragraff (10)(b) gael ei gadw'n ôl na'i dynnu'n ôl ar yr amod ei fod wedi ei fodloni, ac yn parhau i fod wedi ei fodloni, ynglŷn â'r materion a ganlyn—

- (a) cynigion y contractwr ynghylch sut y mae'r cofnod i gael ei drawsyrru,
- (b) cynigion y contractwr ynghylch fformat y cofnod a drawsyrrir,
- (c) sut y mae'r contractwr i sicrhau bod y cofnod sy'n dod i law'r Bwrdd Iechyd Lleol yn union yr un fath â'r hyn a drawsyrrir, a
- (d) sut y gall copi ysgrifenedig o'r cofnod gael ei lunio gan y Bwrdd Iechyd Lleol.

(12) Ni chaiff contractwr y mae ei gofnodion cleifion yn gofnodion cyfrifiadurol analluogi, na cheisio analluogi, naill ai'r mesurau diogelwch na'r swyddogaethau archwilio a rheoli systemau y cyfeirir atynt yn is-baragraff (3)(b).

(7) Where a patient on a contractor's list of patients—

- (a) is removed from that list at that patient's request under paragraph 28, or by reason of the application of any of paragraphs 29 to 36, and
- (b) the contractor has not received a request from another provider of medical services with which that patient has registered for the transfer of the complete records relating to that patient,

the contractor must send a copy of those records to the Local Health Board.

(8) Where a contractor's responsibility for a patient terminates in accordance with paragraph 37, the contractor must send any records relating to that patient that it holds to—

- (a) if known, the provider of primary medical services with which that patient is registered, or
- (b) in all other cases, the Local Health Board.

(9) For the purposes of this regulation, "GP2GP facility" has the same meaning as in sub-paragraph (2) of paragraph 80.

(10) To the extent that a patient's records are computerised records, the contractor complies with sub-paragraphs (5), (7) or (8) if it sends to the Local Health Board a copy of those records—

- (a) in written form, or
- (b) with the written consent of the Local Health Board in any other form.

(11) The consent of the Local Health Board to the transmission of information other than in written form for the purposes of sub-paragraph (10)(b) must not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters—

- (a) the contractor's proposals as to how the record is to be transmitted,
- (b) the contractor's proposals as to the format of the transmitted record,
- (c) how the contractor is to ensure that the record received by the Local Health Board is identical to that transmitted, and
- (d) how a written copy of the record can be produced by the Local Health Board.

(12) A contractor whose patient records are computerised records must not disable, or attempt to disable, either the security measures or the audit and system management functions referred to in sub-paragraph (3)(b).

(13) Yn y rheoliad hwn, ystyr “cofnodion cyfrifiadurol” yw cofnodion a grëir drwy gyfrwng eitemau ar gyfrifiadur.

Cofnod Meddyg Teulu Cymru

79.—(1) Yn ddarostyngedig i baragraff (2), rhaid i contractor, mewn unrhyw achos pan fo newid yn yr wybodaeth sydd wedi ei chynnwys yng nghofnod meddygol claf, alluogi gwybodaeth gryno i gael ei hadalw yn awtomatig o Gofnod Meddyg Teulu Cymru ac Ap GIG Cymru, pan fydd y newid yn digwydd, gan ddefnyddio systemau a gymeradwywyd a ddarperir iddo gan y Bwrdd Iechyd Lleol.

(2) Rhaid bod galluogi gwybodaeth gryno i gael ei hadalw yn awtomatig o Gofnod Meddyg Teulu Cymru at ddefnydd clinigol.

(3) Yn y rheoliad hwn—

ystyr “Ap GIG Cymru” (“NHS Wales App”) yw'r system a reolir gan Iechyd a Gofal Digidol Cymru ar gyfer cyrchu a rheoli apwyntiadau iechyd, presgripsiynau a manylion personol;

ystyr “Cofnod Meddyg Teulu Cymru” (“Welsh GP Record”) yw'r system a gymeradwywyd gan y Bwrdd Iechyd Lleol ar gyfer adalw, storio ac arddangos yn awtomataidd ddata cleifion sy'n ymwneud â meddyginaethau, alergeddau, adweithiau niweidiol a, pan gytunir â'r contractor ac yn ddarostyngedig i gydysniad y claf, unrhyw ddata arall a gymerir o gofnod electronig y claf;

ystyr “gwybodaeth gryno” (“summary information”) yw eitemau o ddata cleifion sy'n ffurfio Cofnod Meddyg Teulu Cymru.

Trosglwyddo cofnodion cleifion yn electronig rhwng practisau ymarfer cyffredinol

80.—(1) Rhaid i contractor ddefnyddio'r cyfleuster o'r enw "GP2GP" i drosglwyddo unrhyw gofnodion cleifion yn ddiogel ac yn effeithiol—

- mewn achos pan fo claf newydd yn cofrestru gyda phractis y contractor, i bractis y contractor o bractis darparwr arall gwasanaethau meddygol sylfaenol (os oes un) y cofrestrwyd y claf gydag ef o'r blaen, neu
- mewn achos pan fo'r contractor yn cael cais gan ddarparwr arall gwasanaethau meddygol sylfaenol y mae'r claf wedi cofrestru gydag ef, er mwyn ymateb i'r cais hwnnw.

(2) Yn y rheoliad hwn, ystyr “cyfleuster GP2GP” yw'r cyfleuster a ddarperir gan y Bwrdd Iechyd Lleol i bractis contractor sy'n galluogi cofnodion iechyd electronig claf cofrestredig a ddelir ar systemau clinigol cyfrifiadurol practis contractor i gael eu

(13) In this regulation, “computerised records” means records created by way of entries on a computer.

Welsh GP record

79.—(1) Subject to paragraph (2), a contractor must, in any case where there is a change to the information included in a patient's medical record, enable the automated retrieval of summary information from the Welsh GP Record (WGPR) and the NHS Wales App, when the change occurs, using approved systems provided to it by the Local Health Board.

(2) The enabling of automated retrieval of summary information from the WGPR must be for clinical use.

(3) In this regulation—

“NHS Wales App” (“Ap GIG Cymru”) means the system managed by Digital Health and Care Wales for accessing and managing health appointments, prescriptions and personal details;

“Welsh GP Record” (“Cofnod Meddyg Teulu Cymru”) means the system approved by the Local Health Board for the automated retrieval, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the contractor and subject to the patient's consent, any other data taken from the patient's electronic record;

“summary information” (“gwybodaeth gryno”) means items of patient data that comprise the Welsh GP Record.

Electronic transfer of patient records between GP practices

80.—(1) A contractor must use the facility known as "GP2GP" for the safe and effective transfer of any patient records—

- in a case where a new patient registers with the contractor's practice, to the contractor's practice from the practice of another provider of primary medical services (if any) with which the patient was previously registered, or
- in a case where the contractor receives a request from another provider of primary medical services with which the patient has registered, in order to respond to that request.

(2) In this regulation, “GP2GP facility” means the facility provided by the Local Health Board to a contractor's practice which enables the electronic health records of a registered patient which are held on the computerised clinical systems of a contractor's

trosglwyddo'n electronig yn ddiogel ac yn uniongyrchol i ddarparwr arall gwasanaethau meddygol sylfaenol y mae'r claf wedi cofrestru gydag ef.

(3) Nid yw gofynion y paragraff hwn yn gymwys yn achos preswylydd dros dro.

Gohebiaeth glinigol: gofyniad bod rhaid cael rhif GIG

81.—(1) Rhaid i gcontractwr gynnwys rhif GIG claf cofrestredig fel y prif ddynodydd ym mhob gohebiaeth glinigol sy'n ymwneud â'r claf hwnnw a ddyroddir gan y contractwr.

(2) Nid yw'r gofyniad ym mharagraff (1) yn gymwys pan na fo'n bosibl i'r contractwr, o dan amgylchiadau eithriadol y tu hwnt i reolaeth y contractwr, gan fod rhif GIG y claf.

(3) Yn y paragraff hwn—

ystyr “gohebiaeth glinigol” (“*clinical correspondence*”) yw pob gohebiaeth ysgrifenedig, pa un ai ar ffurf electronig neu fel arall, rhwng y contractwr a darparwyr gwasanaethau iechyd eraill ynghylch sylw i gleifion a thrin cleifion ym mangre practis neu yn deillio o hynny, gan gynnwys atgyfeiriadau a wneir drwy lythyr neu drwy unrhyw ddull arall; ystyr “rhif GIG” (“*NHS number*”), mewn perthynas â chlaf cofrestredig, yw'r rhif, a ffurff o ddeg digid rhifol, sy'n gwasanaethu fel y dynodydd unigryw gwladol a ddefnyddir at ddiben rhannu gwybodaeth yn ddiogel, yn gywir ac yn effeithlon ynglŷn â'r claf hwnnw ar draws y gwasanaeth iechyd cyfan yng Nghymru.

Defnyddio peiriannau ffacs

82.—(1) Pan fo contractwr yn gallu trawsyrru gwybodaeth yn ddiogel ac yn uniongyrchol drwy ddulliau electronig heblaw trawsyriad ffacsimili, ni chaiff y contractwr—

- trawsyrru gwybodaeth i berson perthnasol drwy drawsyriad ffacsimili, na
- cytuno i dderbyn unrhyw wybodaeth oddi wrth berson perthnasol drwy drawsyriad ffacsimili.

(2) Nid yw is-baragraff (1) yn gymwys i wybodaeth sy'n ymwneud yn unig â chlaf o dan drefniant preifat i ddarparu gwasanaethau clinigol neu driniaeth glinigol.

(3) Yn y paragraff hwn ystyr “person perthnasol” yw—

- corff GIG,
- darparwr arall gwasanaethau iechyd,

practice to be electronically transferred securely and directly to another provider of primary medical services with which the patient has registered.

(3) The requirements of this paragraph do not apply in the case of a temporary resident.

Clinical correspondence: requirement for NHS number

81.—(1) A contractor must include the NHS number of a registered patient as the primary identifier in all clinical correspondence issued by the contractor which relates to that patient.

(2) The requirement in paragraph (1) does not apply where, in exceptional circumstances outside of the contractor's control, it is not possible for the contractor to ascertain the patient's NHS number.

(3) In this paragraph—

“clinical correspondence” (“*gohebiaeth glinigol*”) means all correspondence in writing, whether in electronic form or otherwise, between the contractor and other health service providers concerning or arising out of patient attendance and treatment at practice premises including referrals made by letter or by any other means;

“NHS number” (“*rhif GIG*”), in relation to a registered patient, means the number, consisting of ten numeric digits, which serves as the national unique identifier used for the purpose of safely, accurately and efficiently sharing information relating to that patient across the whole of the health service in Wales.

Use of fax machines

82.—(1) Where a contractor can transmit information securely and directly by electronic means other than facsimile transmission, the contractor must not—

- transmit information to a relevant person by facsimile transmission, or
- agree to receive any information from a relevant person by facsimile transmission.

(2) Sub-paragraph (1) does not apply to information which relates solely to a patient under a private arrangement for the provision of clinical services or treatment.

(3) In this paragraph “relevant person” means—

- an NHS body,
- another health service provider,

- (c) claf, neu
- (d) person yn gweithredu ar ran claf.

Cyfrinachedd data personol: person a enwebir

83. Rhaid i'r contractwr enwebu person sydd â chyfrifoldeb am arferion a gweithdrefnau ynglŷn â chyfrinachedd data personol a ddelir ganddo.

Darparu gwybodaeth i gleifion

- 84.**—(1) Rhaid i'r contractwr—
- (a) bod ag adnodd ar-lein,
 - (b) darparu'r wybodaeth a bennir yn Atodlen 4 yn ddigidol ar adnodd ar-lein y practis a sicrhau bod taflen ysgrifenedig y practis ar gael hefyd, sy'n cynnwys yr wybodaeth a bennir yn Atodlen 4,
 - (c) adolygu'r wybodaeth a ddarperir ym mharagraffau (a) a (b) o leiaf unwaith y flwyddyn, a
 - (d) gwneud ei gleifion a'i ddarpar gleifion yn ymwybodol o'r wybodaeth a gynhwysir ar adnodd ar-lein ei bractis neu sut y gallant gyrchu'r wybodaeth hon ar daflen ysgrifenedig y practis.
- (2) Rhaid i'r contractwr wneud unrhyw ddiwygiadau sy'n angenrheidiol i gynnal cywirdeb yr wybodaeth ar ei adnodd ar-lein yn dilyn—
- (a) adolygiad o dan is-baragraff (1)(c),
 - (b) newid—
 - (i) yng nghyfeiriad unrhyw un neu ragor o fangreodd practis y contractwr,
 - (ii) yn rhif ffôn y contractwr,
 - (iii) yng Nghyfeiriad post electronig y contractwr (os trefnir bod hwnnw ar gael ar ei adnodd ar-lein), neu
 - (iv) mewn unrhyw ddull arall y dywedir y caiff claf gysylltu â'r contractwr drwyddo er mwyn trefnu neu ddiwygio awyntiad, neu er mwyn archebu presgripsiynau amlroddadwy ar gyfer cyffuriau, meddyginaethau neu gyfarpar.

Darparu gwybodaeth (neu fynediad at wybodaeth) ar gais y Bwrdd Iechyd Lleol

85.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r contractwr, ar gais y Bwrdd Iechyd Lleol, ddangos i'r Bwrdd Iechyd Lleol neu i berson sydd wedi ei awdurdodi'n ysgrifenedig gan y Bwrdd Iechyd Lleol, neu ganiatâu i'r Bwrdd Iechyd Lleol neu i berson sydd wedi ei awdurdodi'n ysgrifenedig ganddo, gael mynediad at—

- (c) a patient, or
- (d) a person acting on behalf of a patient.

Confidentiality of personal data: nominated person

83. The contractor must nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it.

Provision of information to patients

- 84.**—(1) The contractor must—
- (a) have an online resource,
 - (b) provide the information specified in Schedule 4 digitally on the practice's online resource and ensure that a written practice leaflet containing the information specified in Schedule 4 is also available,
 - (c) review the information provided in paragraphs (a) and (b) at least once every year, and
 - (d) make its patients and prospective patients aware of the information contained on their practice's online resource or how they can access this information in a written practice leaflet.
- (2) The contractor must make any amendments necessary to maintain the accuracy of the information on its online resource following—
- (a) a review under sub-paragraph (1)(c),
 - (b) a change to—
 - (i) the address of any of the contractor's practice premises,
 - (ii) the contractor's telephone number,
 - (iii) the contractor's electronic-mail address (if made available on its online resource), or
 - (iv) any other stated means by which a patient may contact the contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or appliances.

Provision of information (or access to information) at the request of the Local Health Board

85.—(1) Subject to sub-paragraph (2), the contractor must, at the request of the Local Health Board, produce to the Local Health Board or to a person authorised in writing by the Local Health Board, or allow the Local Health Board or a person authorised in writing by it, to access—

- (a) unrhyw wybodaeth sy'n rhesymol oynnol gan y Bwrdd Iechyd Lleol at ddibenion y contract neu mewn cysylltiad ag ef, a
- (b) unrhyw wybodaeth arall sy'n rhesymol oynnol mewn cysylltiad â swyddogaethau'r Bwrdd Iechyd Lleol.

(2) Nid yw'n oynnol i'r contractwr gydymffurfio ag unrhyw gais a wneir yn unol ag is-baragraff (1) oni bai ei fod wedi ei wneud gan y Bwrdd Iechyd Lleol yn unol â chyfarwyddydau sy'n ymwneud â darparu gwybodaeth gan gontactwyr a roddir iddo gan Weinidogion Cymru o dan adran 12(3) o'r Ddeddf.

(3) Rhaid i'r contractwr ddangos yr wybodaeth y gofynnwyd amdani, neu, yn ôl y digwydd, ganiatáu mynediad i'r Bwrdd Iechyd Lleol at yr wybodaeth honno—

- (a) erbyn dyddiad y cytunir arno fel dyddiad rhesymol rhwng y contractwr a'r Bwrdd Iechyd Lleol, neu
- (b) yn absenoldeb cytundeb o'r fath, o fewn 28 o ddiwrnodau gan ddechrau â'r dyddiad y gwneir y cais.

Archwiliadau clinigol a'r Adnodd Data Cenedlaethol

86.—(1) Rhaid i gontactwr gofnodi a chaniatáu i Iechyd a Gofal Digidol Cymru gael mynediad at unrhyw ddata sy'n oynnol gan y Bwrdd Iechyd Lleol at ddibenion Rhaglen Archwiliadau Clinigol Cenedlaethol ac Adolygu Canlyniadau Clinigol GIG Cymru yn unol â pharagraff (2).

(2) Rhaid i'r data y cyfeirir atynt yn is-baragraff (1) gael eu codio'n briodol gan y contractwr gan ddefnyddio codio safonedig a'u huwchlwytho i systemau clinigol cyfrifiadurol y contractwr yn unol â gofynion canllawiau a gyhoeddir gan Iechyd a Gofal Digidol Cymru at y dibenion hyn.

(3) Rhaid i'r contractwr ganiatáu i Iechyd a Gofal Digidol Cymru dynnu data ar lefel cleifion at ddiben cynnal archwiliadau clinigol a gynhwysir yn y Rhaglen Archwiliadau Clinigol Cenedlaethol ac Adolygu Canlyniadau Clinigol i ategu'r gwaith o reoli'r system iechyd a gofal.

(4) Rhaid i gontactwyr ystyried data ar lefel y practis o archwiliadau clinigol cenedlaethol a chymryd camau perthnasol a chymesur i leihau unrhyw amrywiad arwyddocaol a diangen a nodir.

- (a) any information which is reasonably required by the Local Health Board for the purposes of or in connection with the contract, and
- (b) any other information which is reasonably required in connection with the Local Health Board functions.

(2) The contractor is not required to comply with any request made in accordance with sub-paragraph (1) unless it has been made by the Local Health Board in accordance with directions relating to the provision of information by contractors given to it by the Welsh Ministers under section 12(3) of the Act.

(3) The contractor must produce the information requested, or, as the case may be, allow the Local Health Board access to that information—

- (a) by a date agreed as reasonable between the contractor and the Local Health Board, or
- (b) in the absence of such agreement, within 28 days beginning with the date the request is made.

Clinical audits and the National Data Resource

86.—(1) A contractor must record and allow Digital Health and Care Wales to access any data required by the Local Health Board for the purposes of the National Clinical Audit and Outcome Review Programme for NHS Wales in accordance with paragraph (2).

(2) The data referred to in sub-paragraph (1) must be appropriately coded by the contractor using standardised coding and uploaded onto the contractor's computerised clinical systems in line with the requirements of guidance published by Digital Health and Care Wales for these purposes.

(3) The contractor must permit the extraction of patient level data by Digital Health and Care Wales for the purpose of undertaking clinical audits included in the National Clinical Audit and Outcome Review Programme (NCAORP) to support the management of the health and care system.

(4) Contractors must consider practice level data from national clinical audits and take relevant and proportionate action to reduce any significant and unwarranted variation that is identified.

Gwybodaeth ynglŷn â dangosyddion nad ydynt yn y Fframwaith Sicrhau a Gwella Ansawdd mwyach

87.—(1) Rhaid i gcontractwr ganiatáu i'r Bwrdd Iechyd Lleol dynnu o systemau clinigol cyfrifiadurol y contractwr yr wybodaeth a bennir yn y tabl isod (Dangosyddion sydd wedi eu symud o'r Fframwaith Sicrhau a Gwella Ansawdd) ar ba ysbeidaiu bynnag yn ystod pob blwyddyn ariannol a hysbysir i'r contractwr gan y Bwrdd Iechyd Lleol.

(2) Rhaid i gcontractwr—

- (a) sefydlu a chynnal y cofrestrau a bennir yn y dangosyddion clinigol a restrir yn y golofn “Disgrifiad y Dangosydd” yn y tabl isod (Dangosyddion sydd wedi eu symud o'r Fframwaith Sicrhau a Gwella Ansawdd),
- (b) pan fo dangosydd yn pennu ystadegyn penodol, gofnodi'r data cysylltiedig yr un pryd fel rhan o'r gwaith o reoli clefydau cronicig, ac
- (c) pan fo'r dangosydd yn pennu gofyniad neu weithgaredd penodol, gofnodi'n barhaus fanylion cydymffurfedd y contractwr ag unrhyw ofynion neu weithgareddau o'r fath.

Tabl (Dangosyddion sydd wedi eu symud o'r Fframwaith Sicrhau a Gwella Ansawdd)

Rhif adnabod y Dangosydd	Disgrifiad y Dangosydd
AF001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â ffibriliad atriäidd
CHD001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â chlefyd coronaidd y galon
HF001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â methiant y galon
HYP001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â gorbwysedd sefydledig
STIA001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â strôc neu bwl o isgemia dros dro
DM001	Mae'r contractwr yn sefydlu ac yn cynnal cofrestr o'r holl gleifion 17 oed neu drosodd sydd â diabetes mellitus, sy'n pennu'r math o ddiabetes pan fo diagnosis wedi ei gadarnhau

Information relating to indicators no longer in the Quality Assurance and Improvement Framework

87.—(1) A contractor must allow the extraction from the contractor's computerised clinical systems by the Local Health Board of the information specified in the table below (Indicators relocated from the Quality Assurance and Improvement Framework) at such intervals during each financial year as are notified to the contractor by the Local Health Board.

(2) A contractor must—

- (a) establish and maintain the registers specified in the clinical indicators listed in the column “Indicator Description” of the table below (Indicators relocated from the Quality Assurance and Improvement Framework),
- (b) where an indicator specifies a particular statistic, contemporaneously record the related data as part of chronic disease management, and
- (c) where the indicator specifies a particular requirement or activity, continually record details of the contractor's compliance with any such requirements or activities.

Table (Indicators relocated from the Quality Assurance and Improvement Framework)

Indicator ID	Indicator Description
AF001	The contractor establishes and maintains a register of patients with atrial fibrillation
CHD001	The contractor establishes and maintains a register of patients with coronary heart disease
HF001	The contractor establishes and maintains a register of patients with heart failure
HYP001	The contractor establishes and maintains a register of patients with established hypertension
STIA001	The contractor establishes and maintains a register of patients with stroke or TIA
DM001	The contractor establishes and maintains a register of all patients aged 17 or over with diabetes mellitus, which specifies the type of diabetes where a diagnosis has been confirmed

AST001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd ag asthma, ac eithrio cleifion ag asthma sydd heb gael presgripsiwn ar gyfer unrhyw gyffuriau sy'n gysylltiedig ag asthma yn ystod y 12 mis blaenorol	AST001	The contractor establishes and maintains a register of patients with asthma, excluding patients with asthma who have been prescribed no asthma-related drugs in the preceding 12 months
COPD001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd â COPD	COPD001	The contractor establishes and maintains a register of patients with COPD
DEM001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr o gleifion sydd wedi cael diagnosis dementia	DEM001	The contractor establishes and maintains a register of patients diagnosed with dementia
MH001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion sydd â sgitsoffrenia, anhwylder affeithiol deubegynol a seicosisau eraill a chleifion eraill ar therapi lithiwm	MH001	The contractor establishes and maintains a register of patients with schizophrenia, bipolar affective disorder and other psychoses and other patients on lithium therapy
CAN001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr o'r holl gleifion canser a ddiffinnir fel 'cofrestr o gleifion sydd â diagnosis o ganser ac eithrio canserau anfelanotig y croen y crafwyd diagnosis ar eu cyfer ar neu ar ôl 1 Ebrill 2003'	CAN001	The contractor establishes and maintains a register of all cancer patients defined as a 'register of patients with a diagnosis of cancer excluding non-melanotic skin cancers diagnosed on or after 1 April 2003'
EP001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion 18 oed neu drosodd sy'n cael triniaeth gyffuriau ar gyfer epilepsi	EP001	The contractor establishes and maintains a register of patients aged 18 or over receiving drug treatment for epilepsy
LD001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion sydd ag anableddau dysgu	LD001	The contractor establishes and maintains a register of patients with learning disabilities
OST001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion— 1. 50 oed neu drosodd ac sydd heb gyrraedd 75 oed sydd â chofnod o dorasgwrn oherwydd breuder ar neu ar ôl 1 Ebrill 2012 a diagnosis o osteoporosis wedi ei gadarnhau ar sgan DXA, a 2. 75 oed neu drosodd sydd â chofnod o dorasgwrn oherwydd breuder ar neu ar ôl 1 Ebrill 2012	OST001	The contractor establishes and maintains a register of patients— 1. Aged 50 or over and who have not attained the age of 75 with a record of a fragility fracture on or after 1 April 2012 and a diagnosis of osteoporosis confirmed on DXA scan, and 2. Aged 75 or over with a record of a fragility fracture on or after 1 April 2012
RA001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion 16 oed neu drosodd sydd ag arthritis gwynegol	RA001	The contractor establishes and maintains a register of patients aged 16 or over with rheumatoid arthritis
PC001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr o'r holl gleifion y mae arnynt angen gofal/cymorth lliniarol ni waeth beth fo'u hoedran	PC001	The contractor establishes and maintains a register of all patients in need of palliative care/support irrespective of age
OB001	Mae'r contractorwr yn sefydlu ac yn cynnal cofrestr ogleifion 16 oed neu drosodd sydd â BMI o 30 yn y 15 mis blaenorol.	OB001	The contractor establishes and maintains a register of patients aged 16 or over with a BMI of 30 in the preceding 15 months.

AF006	Canran y cleifion â ffibriliad atriaidd y mae'r risg o strôc wedi ei hasesu ynddynt gan ddefnyddio system sgorio pennu lefel risg CHA2DS2-VASx yn y 3 blynedd blaenorol (ac eithrio'r cleifion hynny sydd â sgôr CHADS2 neu CHA2DS2-VASc flaenorol o 2 neu ragor) ac y mae cofnod wedi ei wneud o gwnsela yngylch risgiau a buddion therapi gwrtgeulo	AF006	The percentage of patient with atrial fibrillation in whom stroke risk has been assessed using CHA2DS2-VASx score risk stratification scoring system in the preceding 3 years (excluding those patients with a previous CHADS2 or CHA2DS2-VASc score of 2 or more) and a record of counselling regarding the risks and benefits of anticoagulation therapy has been made
AF007	Yn y cleifion hynny â ffibriliad atriaidd sydd â chofnod o sgôr CHA2DS2-VASc o 2 neu ragor, canran y cleifion sy'n cael eu trin â therapi cyffuriau gwrtgeulo ar hyn o bryd	AF007	In those patients with atrial fibrillation with a record of a CHA2DS2-VASc score of 2 or more, the percentage of patients who are currently treated with anticoagulation drug therapy
DM002	Canran y cleifion â diabetes, ar y gofrestr, y mae'r darlleniad diweddaraf ar gyfer pwysedd eu gwaed (wedi ei fesur yn y 15 mis blaenorol) yn 150/90 mmHg neu lai	DM002	The percentage of patients with diabetes, on the register, in whom the last blood pressure reading (measured in the preceding 15 months) is 150/90 mmHg or less
DM003	Canran y cleifion â diabetes, ar y gofrestr, y mae'r darlleniad diweddaraf ar gyfer pwysedd eu gwaed (wedi ei fesur yn y 15 mis blaenorol) yn 140/80 mmHg neu lai	DM003	The percentage of patients with diabetes, on the register, in whom the last blood pressure reading (measured in the preceding 15 months) is 140/80 mmHg or less
DM007	Canran y cleifion â diabetes, ar y gofrestr, lle y mae'r IFCC-HbA1c diweddaraf yn 59 mmol/mol neu lai yn y 15 mis blaenorol	DM007	The percentage of patients with diabetes, on the register, in whom the last IFCC-HbA1c is 59 mmol/mol or less in the preceding 15 months
DM012	Canran y cleifion â diabetes, ar y gofrestr, sydd â chofnod o archwiliad traed a dosbarthiad risg; 1) risg isel (teimlad normal, pwls teimladwy), 2) risg uwch (niwropathi neu bwls absennol), 3) risg uchel (niwropathi neu bwls absennol ynghyd ag anffurfiad neu newidiadau croen mewn wlser blaenorol) neu 4) troed wlseraidd o fewn y 15 mis blaenorol	DM012	The percentage of patients with diabetes, on the register, with a record of a foot examination and risk classification; 1) low risk (normal sensation, palpable pulse), 2) increased risk (neuropathy or absent pulses), 3) high risk (neuropathy or absent pulses plus deformity or skin changes in previous ulcer) or 4) ulcerated foot within the preceding 15 months
DM014	Canran y cleifion sydd newydd gael diagnosis diabetes, ar y gofrestr, yn y cyfnod blaenorol rhwng 1 Ebrill a 31 Mawrth sydd â chofnod o gael eu hatgyfeirio at raglen addysg strwythuriedig o fewn 9 mis ar ôl cael eu cofnodi ar y gofrestr diabetes	DM014	The percentage of patients newly diagnoses with diabetes, on the register, in the preceding 1 April to 31 March who have a record of being referred to a structured education programme within 9 months after entry on to the diabetes register
COPD003	Canran y cleifion â COPD sydd wedi cael adolygiad, a gynhaliwyd gan broffesiynolyn gofal iechyd, gan gynnwys asesiad o ddiffyg anadl gan ddefnyddio graddfa dyspnoea y Cyngor Ymchwil Feddygol yn y 15 mis blaenorol	COPD003	The percentage of patients with COPD who have had a review, undertaken by a healthcare professional, including an assessment of breathlessness using the Medical Research Council dyspnoea scale in the preceding 15 months

MH011W	Canran y cleifion â sgitsoffrenia, anhwylder affeithiol deubegynol a seicosisau eraill sydd â chofnod o bwysedd gwaed, BMI, statws ysmgyu ac yfed alcohol yn y 15 mis blaenorol ac yn ychwanegol yn achos y rhai 40 oed neu drosodd, cofnod o glwcos yn y gwaed neu HbA1c yn y 15 mis blaenorol	MH011W	The percentage of patients with Schizophrenia, Bipolar affective disorder and other psychoses who have a record of blood pressure, BMI, smoking status and alcohol consumption in the preceding 15 months and in addition to those aged 40 or over, a record of blood glucose or HbA1c in the preceding 15 months
PC002W	Mae'r contractorwr yn cael cyfarfodydd adolygu achosion amlddisgyblaeth rheolaidd (o leiaf bob 2 fis) pan fo trafodaeth ar bob claf sydd ar y gofrestro gofal lliniarol	PC002W	The contractor has regular (at least 2 monthly) multi-disciplinary case review meetings where all patients on the palliative care register are discussed
FLU001W	Canran y boblogaeth gofrestredig 65 oed neu drosodd sydd wedi cael imiwneiddiad rhag y ffliw yn y cyfnod blaenorol rhwng 1 Awst a 31 Mawrth	FLU001W	The percentage of the registered population aged 65 years or more who have had influenza immunisation in the preceding 1 August to 31 March
FLU002W	Canran y cleifion o dan 65 oed a gynhwyswyd ar (unrhwyd un neu ragor o'r) cofrestrau ar gyfer CHD, COPD, diabetes neu strôc sydd wedi cael imiwneiddiad rhag y ffliw yn y cyfnod blaenorol rhwng 1 Awst a 31 Mawrth	FLU002W	The percentage of patients aged under 65 years included in (any of) the registers for CHD, COPD, Diabetes or Stroke who have had influenza immunisation in the preceding 1 August to 31 March

System Adrodd Genedlaethol Gweithlu Cymru

88.—(1) Rhaid i'r contractorwr ddiweddarwr'elfennau gweithlu yn System Adrodd Genedlaethol Gweithlu Cymru er mwyn cynnwys—

- (a) cyfrifiad a'r niferoedd cyfwerth ag amser llawn, a
- (b) cofnod o'r holl ddechreuwyr newydd ac ymadawyr.

(2) Rhaid i'r contractorwr gyrchu, adolygu a diweddarwr (os oes angen hynny) ei ddangosfwrdd yn System Adrodd Genedlaethol Gweithlu Cymru o leiaf unwaith y mis.

Offeryn Uwchgyfeirio Ymarfer Cyffredinol

89. Rhaid i'r contractorwr nodi ei gyflwyniad uwchgyfeirio yn yr Offeryn Uwchgyfeirio Ymarfer Cyffredinol erbyn 3.30pm ar ddiwrnod gwaith olaf pob mis a hefyd bob tro y mae newid sylweddol yn amgylchiadau'r practis.

System Rhybuddio Ganolog yr Asiantaeth Rheoleiddio Meddyginaethau a Chynhyrchion Gofal Iechyd

90. Rhaid i gcontractwr—

- (a) darparu i'r Asiantaeth Rheoleiddio Meddyginaethau a Chynhyrchion Gofal Iechyd, pan ofynnir iddo, gyfeiriad post electronig sydd wedi ei gofrestru â phractis y contractorwr,

The Wales National Workforce Reporting System

88.—(1) The contractor must update the workforce elements of the Wales National Workforce Reporting System to include—

- (a) head count and whole-time equivalents, and
- (b) a record of all new starters and leavers.

(2) The contractor must access, review and (if necessary) update their Wales National Workforce Reporting System dashboard view at least once per month.

General Practice Escalation Tool

89. The contractor must enter their escalation submission in the General Practice Escalation Tool by 3.30pm on the last working day of each month and also on each occasion that there is a significant change in practice circumstances.

Medicines and Healthcare Products Regulatory Agency Central Alerting System

90. A contractor must—

- (a) provide to the Medicines and Healthcare Products Regulatory Agency ("the MHRA") on request, an electronic mail address which is registered to the contractor's practice,

- (b) monitro'r cyfeiriad hwnnw,
- (c) os yw'r cyfeiriad hwnnw yn peidio â bod wedi ei gofrestru i'r practis, roi gwybod i'r Asiantaeth Rheoleiddio Meddyginaethau a Chynhyrchion Gofal Iechyd ar unwaith am ei gyfeiriad post electronig newydd, a
- (d) darparu i'r Asiantaeth Rheoleiddio Meddyginaethau a Chynhyrchion Gofal Iechyd, pan ofynnir iddo, un neu ragor o rifau ffôn symudol ar gyfer eu defnyddio os na fydd y contractwr yn gallu derbyn post electronig.

Ymholiadau yngylch presgripsiynau ac atgyfeiriadau

91.—(1) Rhaid i'r contractwr, yn ddarostyngedig i is-baragraffau (2) a (3), ateb mewn modd digonol unrhyw ymholiadau pa un a ydynt ar lafar neu yn ysgrifenedig gan y Bwrdd Iechyd Lleol yngylch—

- (a) unrhyw ffurflen bresgripsiwn neu bresgripsiwn amlroddadwy a ddyroddir gan ragnodwr,
- (b) yr ystyriaethau y mae'r rhagnodwyr yn rhoi'r ffurflenni hynny drwy gyfeirio atynt,
- (c) atgyfeiriad unrhyw glaf gan neu ar ran y contractwr at unrhyw wasanaethau eraill a ddarperir o dan y Ddeddf, neu
- (d) yr ystyriaethau y mae'r contractwr yn gwneud yr atgyfeiriadau hynny neu'n darparu iddynt gael eu gwneud ar ei ran drwyddynt.

(2) Ni chaniateir i ymholiad y cyfeirir ato yn is-baragraff (1) gael ei wneud ond at ddiben naill ai sicrhau gwybodaeth i gynorthwyo'r Bwrdd Iechyd Lleol i gyflawni ei swyddogaethau neu gynorthwyo'r contractwr i gyflawni ei rwymedigaethau o dan y contract.

(3) Nid yw'r contractwr o dan rwymedigaeth i ateb unrhyw ymholiad y cyfeirir ato yn is-baragraff (1) oni bai ei fod yn cael ei wneud—

- (a) yn achos is-baragraff (1)(a) neu (b), gan broffesiynolyn gofal iechyd sydd wedi cymhwys o'n briodol, neu
- (b) yn achos is-baragraff (1)(c) neu (d), gan ymarferydd meddygol sydd wedi cymhwys o'n briodol.

(4) Rhaid i'r person sydd wedi cymhwys o'n briodol y cyfeirir ato ym mharagraff (3)(a) neu (b)—

- (a) bod wedi ei benodi gan y Bwrdd Iechyd Lleol yn y naill achos neu'r llall i'w gynorthwyo i arfer ei swyddogaethau o dan y paragraff hwn, a

- (b) monitor that address,
- (c) if that address ceases to be registered to the practice, notify the MHRA immediately of its new electronic mail address, and
- (d) provide to the MHRA on request, one or more mobile telephone numbers for use in the event that the contractor is unable to receive electronic mail.

Inquiries about prescriptions and referrals

91.—(1) The contractor must, subject to sub-paragraphs (2) and (3), sufficiently answer any inquiries whether they are oral or in writing from the Local Health Board concerning—

- (a) any prescription form or repeatable prescription issued by a prescriber,
- (b) the considerations by reference to which prescribers issue such forms,
- (c) the referral by or on behalf of the contractor of any patient to any other services provided under the Act, or
- (d) the considerations by which the contractor makes such referrals or provides for them to be made on its behalf.

(2) An inquiry referred to in sub-paragraph (1) may only be made for the purpose either of obtaining information to assist the Local Health Board to discharge its functions or of assisting the contractor in the discharge of its obligations under the contract.

(3) The contractor is not obliged to answer any inquiry referred to in sub-paragraph (1) unless it is made—

- (a) in the case of sub-paragraph (1)(a) or (b), by an appropriately qualified health care professional, or
- (b) in the case of sub-paragraph (1)(c) or (d), by an appropriately qualified medical practitioner.

(4) The appropriately qualified person referred to in paragraph (3)(a) or (b) must—

- (a) be appointed by the Local Health Board in either case to assist it in the exercise of its functions under this paragraph, and

- (b) dangos, ar gais, dystiolaeth ysgrifenedig o awdurdod y person hwnnw gan y Bwrdd Iechyd Lleol i wneud ymholiad o'r fath ar ran y Bwrdd Iechyd Lleol.

Darparu gwybodaeth i swyddog meddygol etc.

92.—(1) Rhaid i'r contractwr, os yw wedi ei fodloni bod y claf yn cydysynio—

- (a) cyflenwi yn ysgrifenedig i unrhyw berson a bennir yn is-baragraff (3) ("person perthnasol"), o fewn unrhyw gyfnod rhesymol a bennir gan y person hwnnw, unrhyw wybodaeth glinigol y mae unrhyw un neu ragor o'r personau a grybwyllir yn is-baragraff (3)(a) i (d) yn ei hystyried yn berthnasol ynghylch claf y mae'r contractwr neu berson sy'n gweithredu ar ran y contractwr wedi dyroddi neu wedi gwrtihod dyroddi tystysgrif feddygol iddo, a
- (b) ateb unrhyw ymholiadau gan berson perthnasol ynghylch—
 - (i) ffurflen bresgripsiwn neu dystysgrif feddygol a ddyroddir neu a grëir gan, neu ar ran, y contractwr, neu
 - (ii) unrhyw ddatganiad y mae'r contractwr neu berson sy'n gweithredu ar ran y contractwr wedi ei wneud mewn adroddiad.

(2) At ddibenion cael ei fodloni bod claf yn cydysynio, caiff contractwr ddibynnu ar sicrwydd ysgrifenedig gan berson perthnasol bod cydysniad y claf wedi ei sicrhau, oni bai bod gan y contractwr reswm dros gredu nad yw'r claf yn cydysynio.

(3) At ddibenion is-baragraff (1) a (2), "person perthnasol" yw—

- (a) swyddog meddygol,
- (b) swyddog nrysio,
- (c) therapydd galwedigaethol,
- (d) ffisiotherapydd, neu
- (e) swyddog i'r Adran Gwaith a Phensiynau sy'n gweithredu ar ran unrhyw berson a bennir ym mharagraffau (a) i (d) ac o dan gyfarwyddyd y person hwnnw.

(4) Yn y paragraff hwn—

ystyr "ffisiotherapydd" ("physiotherapist") yw proffesiynolyn gofal iechyd sydd wedi ei gofrestru yn y rhan o'r gofrestr a gynhelir gan y Cyngor Proffesiynau Iechyd o dan erthygl 5 o Orchymyn Proffesiynau Iechyd 2001 (sefydlu a chynnal cofrestr) sy'n ymwneud â ffisiotherapyddion ac sydd—

- (a) wedi ei gyflogi neu wedi ei gymryd ymlaen gan yr Adran Gwaith a Phensiynau, neu

- (b) produce, on request, written evidence of that person's authority from the Local Health Board to make such an inquiry on the Local Health Board's behalf.

Provision of information to a medical officer etc.

92.—(1) The contractor must, if satisfied that the patient consents—

- (a) supply in writing to any person specified in sub-paragraph (3) (a "relevant person"), within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in sub-paragraph (3)(a) to (d) considers relevant about a patient to whom the contractor or a person acting on behalf of the contractor has issued or has refused to issue a medical certificate, and
- (b) answer any inquiries by a relevant person about—
 - (i) a prescription form or medical certificate issued or created by, or on behalf of, the contractor, or
 - (ii) any statement which the contractor or a person acting on behalf of the contractor has made in a report.

(2) For the purposes of being satisfied that a patient consents, a contractor may rely on an assurance in writing from a relevant person that the consent of the patient has been obtained, unless the contractor has reason to believe that the patient does not consent.

(3) For the purposes of sub-paragraph (1) and (2), a "relevant person" is—

- (a) a medical officer,
- (b) a nursing officer,
- (c) an occupational therapist,
- (d) a physiotherapist, or
- (e) an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in paragraphs (a) to (d).

(4) In this paragraph—

"medical officer" ("swyddog meddygol") means a medical practitioner who is—

- (a) employed or engaged by the Department for Work and Pensions, or
- (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

- (b) wedi ei ddarparu gan sefydliad o dan contract yr ymrwymwyd iddo gyda'r Ysgrifennydd Gwladol dros Waith a Phensiynau; ystyr "swyddog meddygol" ("*medical officer*") yw ymarferydd meddygol sydd—
 - (a) wedi ei gyflogi neu wedi ei gymryd ymlaen gan yr Adran Gwaith a Phensiynau, neu
 - (b) wedi ei ddarparu gan sefydliad o dan contract yr ymrwymwyd iddo gyda'r Ysgrifennydd Gwladol dros Waith a Phensiynau;
- ystyr "therapydd galwedigaethol" ("*occupational therapist*") yw proffesiynolyn gofal iechyd sydd wedi ei gofrestru yn y rhan o'r gofrestr a gynhelir gan y Cyngor Proffesiynau Iechyd o dan erthygl 5 o Orchymyn Proffesiynau Iechyd 2001 (sefydlu a chynnwl cofrestr) sy'n ymwned â therapyddion galwedigaethol ac sydd—
- (a) wedi ei gyflogi neu wedi ei gymryd ymlaen gan yr Adran Gwaith a Phensiynau, neu
 - (b) wedi ei ddarparu gan sefydliad o dan contract yr ymrwymwyd iddo gyda'r Ysgrifennydd Gwladol dros Waith a Phensiynau.

Datganiad ac adolygiad blynnyddol

93.—(1) Rhaid i'r contractor gyflwyno datganiad blynnyddol ynglŷn â'r contract i'r Bwrdd Iechyd Lleol sy'n ei gwneud yn ofynnol cael yr un categorïau o wybodaeth gan bob person sydd â chontractau gyda'r Bwrdd Iechyd Lleol hwnnw.

(2) Caiff y Bwrdd Iechyd Lleol ofyn am ddatganiad ynglŷn â'r contract unrhyw bryd yn ystod pob blwyddyn ariannol mewn perthynas â'r cyfnod hwnnw (heb gynnwys unrhyw gyfnod a gynhwyswyd mewn datganiad blynnyddol blaenorol) a bennir yn y cais.

(3) Rhaid i'r contractor gyflwyno'r datganiad wedi ei gwblhau i'r Bwrdd Iechyd Lleol—

- (a) erbyn dyddiad y cytunwyd ei fod yn rhesymol rhwng y contractor a'r Bwrdd Iechyd Lleol, neu
- (b) yn absenoldeb cytundeb o'r fath, cyn diwedd y cyfnod o 28 o ddiwrnodau sy'n dechrau â'r dyddiad y gwnaed y cais.

(4) Ar ôl cael y datganiad y cyfeirir ato yn is-baragraff (1), rhaid i'r Bwrdd Iechyd Lleol drefnu gyda'r contractor adolygiad blynnyddol o'i gyflawniad mewn perthynas â'r contract.

"occupational therapist" ("*therapydd galwedigaethol*") means a health care professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health Professions Order 2001 (establishment and maintenance of register) relating to occupational therapists and who is—

- (a) employed or engaged by the Department for Work and Pensions, or
- (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

"physiotherapist" ("*physiotherapydd*") means a health care professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health Professions Order 2001 (establishment and maintenance of register) relating to physiotherapists and who is—

- (a) employed or engaged by the Department for Work and Pensions, or
- (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.

Annual return and review

93.—(1) The contractor must submit an annual return relating to the contract to the Local Health Board which requires the same categories of information from all persons who hold contracts with that Local Health Board.

(2) The Local Health Board may request a return relating to the contract at any time during each financial year in relation to such period (not including any period covered by a previous annual return) as may be specified in the request.

(3) The contractor must submit the completed return to the Local Health Board—

- (a) by a date agreed as reasonable between the contractor and the Local Health Board, or
- (b) in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request was made.

(4) Following receipt of the return referred to in subparagraph (1), the Local Health Board must arrange with the contractor an annual review of its performance in relation to the contract.

(5) Caiff y contractor neu'r Bwrdd Iechyd Lleol, os dymunir, wahodd y Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractor yn darparu gwasanaethau o dan y contract ynddi i gymryd rhan yn yr adolygiad blynnyddol.

(6) Rhaid i'r Bwrdd Iechyd Lleol baratoi cofnod drafft o'r adolygiad y cyfeirir ato yn is-baragraff (4) i'r contractor gyflwyno sylwadau arno a, gan roi sylw i'r sylwadau hynny, lunio cofnod ysgrifenedig terfynol o'r adolygiad.

(7) Rhaid i'r Bwrdd Iechyd Lleol anfon copi o'r cofnod terfynol o'r adolygiad y cyfeirir ato ym mharagraff (6) at y contractor.

Hysbysiadau i'r Bwrdd Iechyd Lleol

94.—(1) Yn ychwanegol at unrhyw ofynion ynglŷn â hysbysu mewn mannau eraill yn y Rheoliadau hyn, rhaid i'r contractor hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig, cyn gynted ag y bo'n rhesymol ymarferol, am y canlynol—

- (a) unrhyw ddigwyddiad difrifol sydd, ym marn resymol y contractor, yn effeithio ar y modd y mae'r contractor yn cyflawni ei rwymedigaethau o dan y contract neu'n debygol o effeithio arno;
- (b) unrhyw amgylchiadau sy'n arwain at hawl y Bwrdd Iechyd Lleol i derfynu'r contract o dan Ran 11;
- (c) unrhyw system apwyntiadau y mae'n bwriadu ei gweithredu a'r bwriad i roi'r gorau i unrhyw system o'r fath;
- (d) unrhyw newid y mae'r contractor yn ymwybodol ohono yng nghyfeiriad claf cofrestredig;
- (e) marwolaeth unrhyw glaf y mae'r contractor yn ymwybodol ohoni.

(2) Oni bai ei bod yn anymarferol iddo wneud hynny, rhaid i'r contractor hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig o fewn 28 o ddiwrnodau ar ôl unrhyw ddigwyddiad sy'n gofyn am newid yn yr wybodaeth amdano a gyhoeddir gan y Bwrdd Iechyd Lleol yn unol â rheoliadau a wneir o dan adran 41 o'r Ddeddf (gwasanaethau meddygol sylfaenol).

(3) Rhaid i'r contractor hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig am unrhyw berson heblaw claf cofrestredig neu berson y mae wedi ei dderbyn yn breswylydd dros dro ac y mae wedi darparu'r gwasanaethau unedig a ddisgrifir yn rheoliad 17(7) neu (9) iddo o fewn y cyfnod o 28 o ddiwrnodau sy'n dechrau ar y diwrnod y darparwyd y gwasanaethau.

(5) The contractor or the Local Health Board may, if desired, invite the Local Medical Committee (if any) for the area in which the contractor is providing services under the contract to participate in the annual review.

(6) The Local Health Board must prepare a draft record of the review referred to in sub-paragraph (4) for comment by the contractor and, having regard to such comments, produce a final written record of the review.

(7) The Local Health Board must send a copy of the final record of the review referred to in paragraph (6) to the contractor.

Notifications to the Local Health Board

94.—(1) In addition to any requirements of notification elsewhere in these Regulations, the contractor must notify the Local Health Board in writing, as soon as reasonably practicable, of—

- (a) any serious incident that, in the reasonable opinion of the contractor, affects or is likely to affect the contractor's performance of its obligations under the contract;
- (b) any circumstances which give rise to the Local Health Board's right to terminate the contract under Part 11;
- (c) any appointments system which it proposes to operate and the proposed discontinuance of any such system;
- (d) any change of which the contractor is aware in the address of a registered patient;
- (e) the death of any patient of which the contractor is aware.

(2) The contractor must, unless it is impracticable for it to do so, notify the Local Health Board in writing within 28 days of any occurrence requiring a change in the information about it published by the Local Health Board in accordance with regulations made under section 41 of the Act (primary medical services).

(3) The contractor must notify the Local Health Board in writing of any person other than a registered patient or a person whom it has accepted as a temporary resident to whom it has provided the unified services described in regulation 17(7) or (9) within the period of 28 days beginning on the day that the services were provided.

Cydweithredu â'r Bwrdd Iechyd Lleol

95. Rhaid i'r Contractor gydweithredu â'r Bwrdd Iechyd Lleol wrth gyflawni unrhyw un neu ragor o rwymedigaethau'r Bwrdd Iechyd Lleol, neu rwymedigaethau swyddogion atebol y Bwrdd Iechyd Lleol, o dan Reoliadau Cyffuriau a Reolir (Goruchwyllo Rheolaeth a Defnydd) (Cymru) 2008(1).

Darpariaethau ynglŷn â hysbysiadau sy'n benodol i contract gyda chwmni cyfyngedig drwy gyfrannau

96.—(1) Pan fo contractor yn gwmni sy'n gyfyngedig drwy gyfrannau, rhaid i'r contractor roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol cyn gynted ag y bo—

- (a) y contractor yn ymwybodol o unrhyw gynnig—
 - (i) i drosi neu drosglwyddo unrhyw gyfran yn y cwmni (pa un ai'n gyfreithiol ynteu'n llesiannol) i berson arall, neu
 - (ii) i benodi cyfarwyddwr neu ysgrifennydd newydd i'r cwmni,
- (b) amgylchiadau'n codi a allai roi hawlogaeth i gredydwr neu lys benodi derbynnydd, gweinyddwr neu dderbynnydd gweinyddol mewn perthynas â'r cwmni,
- (c) amgylchiadau'n codi a fyddai'n galluogi'r llys i wneud gorchymyn dirwyn i ben mewn perthynas â'r cwmni,
- (d) penderfyniad cwmni yn cael ei basio, neu fod llys ag awdurdodaeth gymwys yn gwneud gorchymyn, fod y cwmni i gael ei ddirwyn i ben, neu
- (e) nad yw'r cwmni'n gallu talu ei ddyledion o fewn ystyr adran 123 o Ddeddf Ansolfedd 1986(2) (diffiniad o fethu talu dyledion).

(2) Rhaid i hysbysiad o dan is-baragraff (1)(a) gadarnhau bod unrhyw gyfranddaliwr newydd arfaethedig neu, yn ôl y digwydd, gynrychiolydd personol cyfranddaliwr sydd wedi marw—

- (a) naill ai—
 - (i) yn ymarferydd meddygol, neu
 - (ii) yn berson sy'n bodloni'r amodau a bennir yn adran 44(2)(b)(i) i (iv) o'r Ddeddf (personau sy'n gymwys i ymrwymo i gcontractau GMC), a
- (b) yn bodloni'r amodau pellach a osodir ar gyfranddalwyr yn rhinwedd rheoliadau 5 a 6.

Co-operation with the Local Health Board

95. The Contractor must co-operate with the Local Health Board in the discharge of any of the Local Health Board's obligations, or the obligations of the Local Health Board's accountable officers, under the Controlled Drugs (Supervision of Management and Use) (Wales) Regulations 2008(1).

Notice provisions specific to a contract with a company limited by shares

96.—(1) Where a contractor is a company limited by shares, the contractor must give notice in writing to the Local Health Board as soon as—

- (a) the contractor is aware of any proposal for—
 - (i) any share in the company to be transmitted or transferred (whether legally or beneficially) to another person, or
 - (ii) a new director or secretary of the company to be appointed,
- (b) circumstances arise which may entitle a creditor or a court to appoint a receiver, administrator or administrative receiver in respect of the company,
- (c) circumstances arise which would enable the court to make a winding up order in respect of the company,
- (d) a company resolution is passed, or a court of competent jurisdiction makes an order, that the company is to be wound up, or
- (e) the company is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986(2) (definition of inability to pay debts).

(2) A notice under sub-paragraph (1)(a) must confirm that any proposed new shareholder or, as the case may be, the personal representative of a deceased shareholder—

- (a) is either—
 - (i) a medical practitioner, or
 - (ii) a person who satisfies the conditions specified in section 44(2)(b)(i) to (iv) of the Act (persons eligible to enter into GMS contracts), and
- (b) meets the further conditions imposed on shareholders by virtue of regulations 5 and 6.

(1) O.S. 2008/3239 (Cy. 286).

(2) 1986 p. 45.

(1) S.I. 2008/3239 (W. 286).

(2) 1986 c. 45.

(3) Rhaid i hysbysiad o dan is-baragraff (1)(a) gadarnhau bod unrhyw gyfarwyddwr newydd arfaethedig neu, yn ôl y digwydd, unrhyw ysgrifennydd newydd arfaethedig yn bodloni'r amodau a osodir ar gyfarwyddwyr ac ysgrifenyddion yn rhinwedd rheoliad 6.

Darpariaethau ynglŷn â hysbysiadau sy'n benodol i contract gyda dau neu ragor o unigolion yn ymarfer mewn bartneriaeth

97.—(1) Pan fo contractwr yn bartneriaeth, rhaid i'r contractor roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol cyn gynted ag y bo—

- (a) unrhyw bartner yn y bartneriaeth—
 - (i) yn ymadael â'r bartneriaeth, neu
 - (ii) yn hysbysu'r partneriaid eraill yn y bartneriaeth ei fod yn bwriadu ymadael â'r bartneriaeth, neu
 - (b) bod partner newydd yn ymuno â'r bartneriaeth.
- (2) Rhaid i hysbysiad o dan is-baragraff (1)(a) gadarnhau'r dyddiad yr ymadawodd y partner â'r bartneriaeth neu y mae'n bwriadu ymadael â hi.
- (3) Rhaid i hysbysiad o dan is-baragraff (1)(b)—
- (a) nodi'r dyddiad yr ymunodd y partner newydd â'r bartneriaeth,
 - (b) cadarnhau bod y partner newydd—
 - (i) yn ymarferydd meddygol, neu
 - (ii) yn berson sy'n bodloni'r amodau a bennir yn adran 44(2)(b)(i) i (iv) o'r Ddeddf (personau sy'n gymwys i ymrwymo i gcontractau GMC),
 - (c) cadarnhau bod y partner newydd yn bodloni'r amodau a osodir gan reoliadau 5 a 6, a
 - (d) nodi a yw'r partner newydd yn bartner cyffredinol ynteu'n bartner cyfyngedig yn y bartneriaeth.

Hysbysu am farwolaethau

98.—(1) Rhaid i'r contractor gyflwyno adroddiad ysgrifenedig i'r Bwrdd Iechyd Lleol am farwolaeth unrhyw glaf yn ei fangre practis, heb fod yn hwyrach na diwedd y diwrnod gwaith cyntaf ar ôl y dyddiad y digwyddodd y farwolaeth.

- (2) Rhaid i'r adroddiad gynnwys—
 - (a) enw llawn y claf,
 - (b) rhif Gwasanaeth Iechyd Gwladol y claf pan fo'n hysbys,
 - (c) dyddiad a lleoliad marwolaeth y claf,

(3) A notice under sub-paragraph (1)(a) must confirm that any proposed new director or, as the case may be, secretary meets the conditions imposed on directors and secretaries by virtue of regulation 6.

Notice provisions specific to a contract with two or more individuals practising in partnership

97.—(1) Where a contractor is a partnership, the contractor must give notice in writing to the Local Health Board as soon as—

- (a) any partner in the partnership—
 - (i) leaves the partnership, or
 - (ii) informs the other partners in the partnership that they intend to leave the partnership, or
- (b) a new partner joins the partnership.

(2) A notice under sub-paragraph (1)(a) must confirm the date on which the partner left or proposes to leave the partnership.

(3) A notice under sub-paragraph (1)(b) must—

- (a) state the date on which the new partner joined the partnership,
- (b) confirm that the new partner is—
 - (i) a medical practitioner, or
 - (ii) a person who satisfies the conditions specified in section 44(2)(b)(i) to (iv) of the Act (persons eligible to enter into GMS contracts),
- (c) confirm that the new partner meets the conditions imposed by regulations 5 and 6, and
- (d) state whether the new partner is a general or a limited partner in the partnership.

Notification of deaths

98.—(1) The contractor must report in writing to the Local Health Board the death on its practice premises of any patient no later than the end of the first working day after the date on which the death occurred.

(2) The report must include—

- (a) the patient's full name,
- (b) the patient's National Health Service number where known,
- (c) the date and place of the patient's death,

- (d) disgrifiad byr o amgylchiadau marwolaeth y claf, fel y maent yn hysbys,
- (e) enw unrhyw ymarferydd meddygol neu berson arall a oedd yn trin y claf tra oedd y claf ar fangre practis y contractwr, ac
- (f) enw unrhyw berson arall, pan fo'n hysbys, a oedd yn bresennol adeg marwolaeth y claf.

(3) Rhaid i'r contractwr anfon copi o'r adroddiad y cyfeirir ato yn is-baragraff (1) at unrhyw Fwrdd Iechyd Lleol arall yr oedd yr ymadawedig yn preswylio yn ei ardal adeg ei farwolaeth.

Hysbysiadau i gleifion ar ôl amrywio'r contract

99.—(1) Mae'r paragraff hwn yn gymwys pan fo contract yn cael ei amrywio yn unol â Rhan 11 o'r Atodlen hon ac, o ganlyniad i'r amrywiad hwnnw—

- (a) bod newid i fod yn yr ystod o wasanaethau a ddarperir i gleifion cofrestredig y contractwr, neu
- (b) bod cleifion sydd ar restr y contractwr o gleifion i gael eu tynnu oddi ar y rhestr honno.

(2) Pan fo'r paragraff hwn yn gymwys, rhaid i'r Bwrdd Iechyd Lleol—

- (a) rhoi hysbysiad ysgrifenedig i'r cleifion hynny o'r amrywiad a'i effaith, a
- (b) hysbysu'r cleifion hynny o'r camau y caint eu cymryd er mwyn—
 - (i) sicrhau'r gwasanaethau o dan sylw yn rhywle arall, neu
 - (ii) cofrestru rywle arall er mwyn i wasanaethau unedig (neu wasanaethau cyfatebol) gael eu darparu iddynt.

Mynediad ac Archwiliadau gan y Bwrdd Iechyd Lleol

100.—(1) Yn ddarostyngedig i'r amodau yn is-baragraff (2), rhaid i'r contractwr ganiatâu i unrhyw bersonau sydd wedi eu hawdurdodi'n ysgrifenedig gan y Bwrdd Iechyd Lleol i fynd i mewn i fangre practis y contractwr ar unrhyw adeg resymol a'i harchwilio.

(2) Yr amodau y cyfeirir at ym is-baragraff (1) yw—

- (a) bod hysbysiad rhesymol o'r bwriad i fynd i mewn wedi ei roi,
- (b) bod dystiolaeth ysgrifenedig o awdurdod y person sy'n ceisio mynd i mewn yn cael ei chyflwyno i'r contractwr pan ofynnir amdani, ac

- (d) a brief description of the circumstances, as known, surrounding the patient's death,
- (e) the name of any medical practitioner or other person treating the patient while the patient was on the contractor's practice premises, and
- (f) the name, where known, of any other person who was present at the time of the patient's death.

(3) The contractor must send a copy of the report referred to in sub-paragraph (1) to any other Local Health Board in whose area the deceased was resident at the time of the deceased's death.

Notifications to patients following variation of the contract

99.—(1) This paragraph applies where a contract is varied in accordance with Part 11 of this Schedule and, as a result of that variation—

- (a) there is to be a change in the range of services provided to the contractor's registered patients, or
- (b) patients who are on the contractor's list of patients are to be removed from that list.

(2) Where this paragraph applies, the Local Health Board must—

- (a) give notice in writing to those patients of the variation and of its effect, and
- (b) inform those patients of the steps that they may take to—
 - (i) obtain the services in question elsewhere, or
 - (ii) register elsewhere for the provision to them of unified services (or their equivalent).

Entry and Inspection by the Local Health Board

100.—(1) Subject to the conditions in sub-paragraph (2), the contractor must allow any persons authorised in writing by the Local Health Board to enter and inspect the contractor's practice premises at any reasonable time.

(2) The conditions referred to in sub-paragraph (1) are that—

- (a) reasonable notice of the intended entry has been given,
- (b) written evidence of the authority of the person seeking entry is produced to the contractor on request, and

- (c) nad eir i mewn i unrhyw fangre na rhan o'r fangre a ddefnyddir fel llety preswyl heb gydysniad y preswylydd.

(3) Caiff y contractorwr neu'r Bwrdd Iechyd Lleol neu berson sydd wedi ei awdurdodi'n ysgrifenedig gan y Bwrdd Iechyd Lleol wahodd y Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractorwr yn darparu gwasanaethau o dan y contract ynddi i fod yn bresennol mewn unrhyw archwiliad o fangre'r contractorwr sy'n digwydd o dan y paragraff hwn.

RHAN 9

Pryderon, cwynion ac ymchwiliadau

Pryderon a chwynion

101. Rhaid i'r contractorwr sefydlu a gweithredu trefniadau sy'n bodloni gofynion Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011(1) i ymdrin ag unrhyw bryderon neu gwynion yngylch unrhyw fater sy'n gysylltiedig yn rhesymol â darparu gwasanaethau o dan y contract.

Cydweithredu ag ymchwiliadau

102.—(1) Rhaid i'r contractorwr gydweithredu—

- (a) ag unrhyw ymchwiliad i gwŷn neu bryder a hysbysir yn unol â Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011 mewn perthynas ag unrhyw fater sy'n gysylltiedig yn rhesymol â darparu gwasanaethau o dan y contract yr ymgymrir ag ef gan—
 - (i) y Bwrdd Iechyd Lleol,
 - (ii) Gweinidogion Cymru,
 - (iii) Ombudsmon Gwasanaethau Cyhoeddus Cymru, a
- (b) ag unrhyw ymchwiliad i gwŷn neu bryder a hysbysir yn unol â Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011 gan gorff GIG neu awdurdod lleol sy'n ymwneud â chlaf neu gyn-glaf i'r contractorwr.

- (c) entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

(3) The contractor or the Local Health Board or a person authorised in writing by the Local Health Board may invite the Local Medical Committee (if any) for the area in which the contractor provides services under the contract to be present at any inspection of the contractor's practice premises which takes place under this paragraph.

PART 9

Concerns, complaints and investigations

Concerns and complaints

101. The contractor must establish and operate arrangements which meet the requirements of the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011(1) to deal with any concerns or complaints about any matter reasonably connected with the provision of services under the contract.

Co-operation with investigations

102.—(1) The contractor must co-operate with—

- (a) any investigation of a complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 in relation to any matter reasonably connected with the provision of services under the contract undertaken by—
 - (i) the Local Health Board,
 - (ii) the Welsh Ministers,
 - (iii) the Public Services Ombudsman for Wales, and
- (b) any investigation of a complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 by an NHS body or local authority which relates to a patient or former patient of the contractor.

(1) O.S. 2011/704 (Cy. 108) a ddiwygiwyd gan O.S. 2011/1706 (Cy. 192).

(1) S.I. 2011/704 (W. 108) amended by S.I. 2011/1706 (W. 192).

(2) Mae'r cydweithredu sy'n ofynnol o dan is-baragraff (1) yn cynnwys—

- (a) ateb cwestiynau a ofynnir yn rhesymol i'r contractwr gan y Bwrdd Iechyd Lleol,
- (b) darparu unrhyw wybodaeth sy'n ymwneud â'r gŵyn neu'r pryder a hysbysir yn unol â Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011 sy'n ofynnol yn rhesymol gan y Bwrdd Iechyd Lleol, ac
- (c) mynd i unrhyw gyfarfod i ystyried y gŵyn neu bryder a hysbysir yn unol â Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011 (os caiff ei gynnal mewn lle sy'n rhesymol hygrych ac ar adeg resymol, ac os oes hysbysiad dyladwy wedi ei roi) os yw presenoldeb y contractwr yn y cyfarfod yn ofynnol yn rhesymol gan y Bwrdd Iechyd Lleol.

(3) Yn y paragraff hwn—

- ystyr "awdurdod lleol" ("local authority") yw—
- (a) unrhyw un neu ragor o'r cyrff a restrir yn adran 1 o Ddeddf Gwasanaethau Cymdeithasol yr Awdurdodau Lleol 1970(1) (awdurdodau lleol) (cyfansoddiad cynghorau),
 - (b) Cyngor Ynysoedd Scilly,
 - (c) cyngor a gyfansoddwyd o dan adran 2 o Ddeddf Llywodraeth Leol etc (Yr Alban) 1994 (cyfansoddiad cynghorau), neu
 - (d) cyngor sir neu gyngor bwrdeistref sirol yng Nghymru;

ystyr "corff GIG" ("NHS body") yw Bwrdd Iechyd Lleol, (yng Nghymru a Lloegr a'r Alban) ymddiriedolaeth GIG, ymddiriedolaeth sefydledig y GIG, Bwrdd Gofal Integredig, GIG Lloegr, Bwrdd Iechyd, Bwrdd Iechyd a Gwasanaethau Cymdeithasol neu Ymddiriedolaeth Iechyd a Gofal Cymdeithasol.

Darparu gwybodaeth am gwynion

103. Rhaid i'r contractwr roi gwybod i'r Bwrdd Iechyd Lleol, fesul pa ysbeidiau bynnag sy'n ofynnol, am nifer y cwynion y mae wedi eu cael o dan y weithdrefn a sefydlir yn unol â'r Rhan hon.

(2) The co-operation required by sub-paragraph (1) includes—

- (a) answering questions reasonably put to the contractor by the Local Health Board,
- (b) providing any information relating to the complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 reasonably required by the Local Health Board, and
- (c) attending any meeting to consider the complaint or a concern notified in accordance with the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011 (if held at a reasonably accessible place and at a reasonable hour, and due notice has been given) if the contractor's presence at the meeting is reasonably required by the Local Health Board.

(3) In this paragraph—

"NHS body" ("corff GIG") means a Local Health Board, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, an Integrated Care Board, NHS England, a Health Board, a Health and Social Services Board or a Health and Social Care Trust;

"local authority" ("awdurdod lleol") means—

- (a) any of the bodies listed in section 1 of the Local Authority Social Services Act 1970(1) (local authorities) (constitution of councils),
- (b) the Council of the Isles of Scilly,
- (c) a council constituted under section 2 of the Local Government etc (Scotland) Act 1994 (constitution of councils), or
- (d) a council of a county or county borough in Wales.

Provision of information about complaints

103. The contractor must inform the Local Health Board, at such intervals as required, of the number of complaints it has received under the procedure established in accordance with this Part.

(1) 1970 p. 42.

(1) 1970 c. 42.

RHAN 10

Datrys anghydfodau

Datrys anghydfodau contract yn lleol

104.—(1) Rhaid i'r contractorwr a'r Bwrdd Iechyd Lleol wneud ymdrechion rhesymol i gyfathrebu a chydweithredu â'i gilydd gyda'r bwriad o ddatrys unrhyw anghydfod sy'n codi o'r contract neu mewn cysylltiad ag ef cyn atgyfeirio'r anghydfod i gael ei benderfynu yn unol â gweithdrefn datrys anghydfodau'r GIG (neu, pan fo'n gymwys, cyn dechrau achos llys).

(2) Nid yw is-baragraff (1) yn gymwys i anghydfod yn ymwneud â neilltuo cleifion i restr wedi ei chau sydd i'w benderfynu o dan weithdrefn datrys anghydfodau'r GIG yn rhinwedd paragraff 46(1) pan na fo'n ymarferol i'r partïon geisio ei ddatrys yn lleol cyn i'r cyfnod o 7 diwrnod a bennir ym mharagraff 46(4) ddod i ben.

(3) Caiff y contractorwr neu'r Bwrdd Iechyd Lleol wahodd y Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal y mae'r contractorwr yn darparu gwasanaethau o dan y contract ynddi i gymryd rhan mewn trafodaethau sy'n digwydd yn rhinwedd is-baragraff (1).

Datrys anghydfodau: contractau nad ydynt yn contractau GIG

105.—(1) Yn achos contract nad yw'n gontract GIG, caniateir i unrhyw anghydfod sy'n codi o'r contract neu mewn cysylltiad ag ef, ac eithrio materion yr ymdrinnir â hwy o dan y gweithdrefnau ar gyfer hysbysu am bryderon neu gwynion yn unol â Rhan 9 o'r Atodlen hon, gael ei atgyfeirio at Weinidogion Cymru i gael ei ystyried a'i benderfynu—

- (a) os yw'n ymwneud â chyfnod pan oedd y contractorwr yn cael ei drin fel corff gwasanaeth iechyd, gan y contractorwr neu gan y Bwrdd Iechyd Lleol, neu
- (b) mewn unrhyw achos arall, gan y contractorwr neu, os yw'r contractorwr yn cytuno yn ysgrifenedig, gan y Bwrdd Iechyd Lleol.

(2) Yn achos anghydfod a atgyfeirir at Weinidogion Cymru o dan is-baragraff (1)—

- (a) y weithdrefn sydd i'w dilyn yw gweithdrefn datrys anghydfodau'r GIG, a
- (b) mae'r partïon yn cytuno i gael eu rhwymo gan unrhyw benderfyniad a wneir gan y dyfarnwr.

PART 10

Dispute resolution

Local resolution of contract disputes

104.—(1) The contractor and the Local Health Board must make reasonable efforts to communicate and co-operate with each other with a view to resolving any dispute which arises out of or in connection with the contract before referring the dispute for determination in accordance with the NHS dispute resolution procedure (or, where applicable, before commencing court proceedings).

(2) Sub-paragraph (1) does not apply to a dispute relating to the assignment of patients to a closed list which falls to be determined under the NHS dispute resolution procedure by virtue of paragraph 46(1) where it is not practicable for the parties to attempt local resolution before the expiry of the period of 7 days specified in paragraph 46(4).

(3) The contractor or the Local Health Board may invite the Local Medical Committee (if any) for the area in which the contractor is providing services under the contract to participate in discussions which take place by virtue of sub-paragraph (1).

Dispute resolution: non-NHS contracts

105.—(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 complaints pursuant to Part 9 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.

(2) In the case of a dispute referred to the Welsh Ministers under sub-paragraph (1)—

- (a) the procedure to be followed is the NHS dispute resolution procedure, and
- (b) the parties agree to be bound by any determination made by the adjudicator.

Gweithdrefn datrys anghydfodau'r GIG

106.—(1) Yn ddarostyngedig i is-baragraff (2), mae'r weithdrefn a bennir yn yr is-baragraffau a ganlyn ac ym mharagraff 107 yn gymwys yn achos unrhyw anghydfod sy'n codi o'r contract neu mewn cysylltiad ag ef a atgyfeirir at Weinidogion Cymru—

- (a) yn unol ag adran 7(6) o'r Ddeddf (pan fo'r contract yn gcontract GIG), neu
- (b) yn unol â pharagraff 105(1) (pan na fo'r contract yn gcontract GIG).

(2) Nid yw'r weithdrefn a bennir yn y paragraff hwn yn gymwys pan fo contractwr yn atgyfeirio mater i gael ei benderfynu yn unol â pharagraff 46, ac mewn achos o'r fath mae'r weithdrefn a bennir yn y paragraff hwnnw yn gymwys yn lle hynny.

(3) Rhaid i unrhyw barti sy'n dymuno atgyfeirio anghydfod fel y crybwylir yn is-baragraff (1) anfon at Weinidogion Cymru gais ysgrifenedig am ddatrys anghydfod y mae rhaid iddo gynnwys neu y mae rhaid anfon gydag ef—

- (a) enwau a chyfeiriadau'r partïon i'r anghydfod,
- (b) copi o'r contract, ac
- (c) datganiad byr yn disgrifio natur yr anghydfod, a'r amgylchiadau sy'n arwain at yr anghydfod.

(4) Rhaid i unrhyw barti sy'n dymuno atgyfeirio anghydfod fel y crybwylir yn is-baragraff (1) anfon y cais o dan is-baragraff (3) o fewn cyfnod o 3 blynedd gan ddechrau â'r dyddiad y digwyddodd y mater a arweiniodd at yr anghydfod neu y dylai'n rhesymol fod wedi dod i sylw'r parti sy'n dymuno atgyfeirio'r anghydfod.

(5) Pan fo'r anghydfod yn ymwneud â chontract nad yw'n gcontract GIG, caiff Gweinidogion Cymru benderfynu ar y mater eu hunain neu, os ydynt yn ystyried ei bod yn briodol, benodi person neu bersonau i'w ystyried a phenderfynu arno.

(6) Cyn penderfynu pwys a ddyllai benderfynu ar yr anghydfod, naill ai o dan is-baragraff (5) neu o dan adran 7(8) o'r Ddeddf, rhaid i Weinidogion Cymru, o fewn y cyfnod o 7 niwrnod sy'n dechrau â'r dyddiad yr atgyfeiriwyd mater sy'n destun anghydfod atynt, anfon cais ysgrifenedig at y partïon i gyflwyno yn ysgrifenedig, o fewn cyfnod penodedig, unrhyw sylwadau yr hoffent eu cyflwyno ynghylch y mater sy'n destun anghydfod.

(7) Gyda'r hysbysiad a roddir o dan is-baragraff (6), rhaid i Weinidogion Cymru roi i'r parti heblaw'r un a atgyfeiriodd y mater at y weithdrefn datrys anghydfodau gopi o unrhyw ddogfen yr atgyfeiriwyd y mater at y weithdrefn datrys anghydfodau drwyddi.

NHS dispute resolution procedure

106.—(1) Subject to sub-paragraph (2), the procedure specified in the following sub-paragraphs and paragraph 107 applies in the case of any dispute arising out of or in connection with the contract which is referred to the Welsh Ministers—

- (a) in accordance with section 7(6) of the Act (where the contract is an NHS contract), or
- (b) in accordance with paragraph 105(1) (where the contract is not an NHS contract).

(2) The procedure specified in this paragraph does not apply where a contractor refers a matter for determination in accordance with paragraph 46, and in such a case the procedure specified in that paragraph applies instead.

(3) Any party wishing to refer a dispute as mentioned in sub-paragraph (1) must send to the Welsh Ministers a written request for dispute resolution which must include or be accompanied by—

- (a) the names and addresses of the parties to the dispute,
- (b) a copy of the contract, and
- (c) a brief statement describing the nature of, and circumstances giving rise to, the dispute.

(4) Any party wishing to refer a dispute as mentioned in sub-paragraph (1) must send the request under sub-paragraph (3) within a period of 3 years beginning with the date on which the matter giving rise to the dispute happened or should reasonably have come to the attention of the party wishing to refer the dispute.

(5) Where the dispute relates to a contract which is not an NHS contract, the Welsh Ministers may determine the matter themselves or, if the Welsh Ministers consider it appropriate, appoint a person or persons to consider and determine it.

(6) Before reaching a decision as to who should determine the dispute, either under sub-paragraph (5) or under section 7(8) of the Act, the Welsh Ministers must, within the period of 7 days beginning with the date on which a matter under dispute was referred to it, send a written request to the parties to make in writing, within a specified period, any representations which they may wish to make about the matter under dispute.

(7) The Welsh Ministers must give, with the notice given under sub-paragraph (6), to the party other than the one which referred the matter to dispute resolution a copy of any document by which the matter was referred to dispute resolution.

(8) Rhaid i Weinidogion Cymru roi copi o unrhyw sylwadau sy'n dod i law oddi wrth barti i'r parti arall a rhaid iddynt ofyn (yn ysgrifenedig) ym mhob achos i barti y rhoddir copi o'r sylwadau iddo gyflwyno o fewn cyfnod penodedig unrhyw arsylwadau ysgrifenedig y mae'n dymuno eu gwneud am y sylwadau hynny.

(9) Ar ôl cael unrhyw sylwadau gan y partïon neu, os yw hynny'n gynharach, ar ddiwedd y cyfnod ar gyfer cyflwyno sylwadau o'r fath a bennir yn y cais a anfonir o dan is-baragraff (6) neu (8), rhaid i Weinidogion Cymru, os ydynt yn penderfynu penodi person neu bersonau i wrando'r anghydfod—

- (a) hysbysu'r partïon yn ysgrifenedig am enw'r person neu'r personau y mae'n eu penodi, a
- (b) trosglywyddo i'r person neu'r personau a benodir felly unrhyw ddogfennau a ddaeth i law oddi wrth y partïon o dan is-baragraff (3), (6) neu (8).

(10) Er mwyn cynorthwyo'r dyfarnwr i ystyried y mater, caiff y dyfarnwr—

- (a) gwahodd cynrychiolwyr i'r partïon i ymddangos gerbron y dyfarnwr i gyflwyno sylwadau ar lafar naill ai gyda'i gilydd neu, gyda chytundeb y partïon, ar wahân, a chaiff ddarparu rhestr o faterion neu gwestiynau ymlaen llaw i'r partïon y mae'r dyfarnwr yn dymuno iddynt roi ystyriaeth arbennig iddynt, neu
- (b) ymgynghori â phersonau eraill y mae'r dyfarnwr yn ystyried y gall eu harbenigedd gynorthwyo i ystyried y mater.

(11) Pan fo'r dyfarnwr yn ymgynghori â pherson arall o dan is-baragraff (10)(b), rhaid i'r dyfarnwr hysbysu'r partïon yn unol â hynny yn ysgrifenedig ac, os yw'r dyfarnwr yn ystyried y gallai canlyniad yr ymgynghoriad effeithio'n sylweddol ar fuddiannau unrhyw barti, rhaid i'r dyfarnwr roi i'r partïon unrhyw gyfle y mae'r dyfarnwr yn ystyried ei fod yn rhesymol o dan yr amgylchiadau i gyflwyno arsylwadau ar y canlyniadau hynny.

(12) Wrth ystyried y mater, rhaid i'r dyfarnwr ystyried—

- (a) unrhyw sylwadau ysgrifenedig a gyflwynir mewn ymateb i gais o dan is-baragraff (6), ond dim ond os cânt eu cyflwyno o fewn y cyfnod penodedig,
- (b) unrhyw arsylwadau ysgrifenedig a gyflwynir mewn ymateb i gais o dan is-baragraff (8), ond dim ond os cânt eu cyflwyno o fewn y cyfnod penodedig,

(8) The Welsh Ministers must give a copy of any representation received from a party to the other party and must in each case request (in writing) a party to whom a copy of the representations is given to make within a specified period any written observations which it wishes to make on those representations.

(9) Following receipt of any representations from the parties or, if earlier at the end of the period for making such representations specified in the request sent under sub-paragraph (6) or (8), the Welsh Ministers must, if they decide to appoint a person or persons to hear the dispute—

- (a) inform the parties in writing of the name of the person or persons whom it has appointed, and
- (b) pass to the person or persons so appointed any documents received from the parties under or pursuant to sub-paragraph (3), (6) or (8).

(10) For the purpose of assisting the adjudicator in the consideration of the matter, the adjudicator may—

- (a) invite representatives of the parties to appear before the adjudicator to make oral representations either together or, with the agreement of the parties, separately, and may in advance provide the parties with a list of matters or questions to which the adjudicator wishes them to give special consideration, or
- (b) consult other persons whose expertise the adjudicator considers can assist in the consideration of the matter.

(11) Where the adjudicator consults another person under sub-paragraph (10)(b), the adjudicator must notify the parties accordingly in writing and, where the adjudicator considers that the interests of any party might be substantially affected by the result of the consultation, the adjudicator must give to the parties such opportunity as the adjudicator considers reasonable in the circumstances to make observations on those results.

(12) In considering the matter, the adjudicator must consider—

- (a) any written representations made in response to a request under sub-paragraph (6), but only if they are made within the specified period,
- (b) any written observations made in response to a request under sub-paragraph (8), but only if they are made within the specified period,

- (c) unrhyw sylwadau ar lafar a gyflwynir mewn ymateb i wahoddiad o dan is-baragraff (10)(a),
- (d) canlyniadau unrhyw ymgynghori o dan is-baragraff (10)(b), ac
- (e) unrhyw arsylwadau a gyflwynir yn unol â chyfle a roddir o dan is-baragraff (11).

(13) Yn y paragraff hwn, ystyr “cyfnod penodedig” yw unrhyw gyfhod a bennir gan Weinidogion Cymru yn y cais, nad yw'n llai na 2 wythnos, nac yn fwy na 4 wythnos, gan ddechrau â'r dyddiad y rhoddir yr hysbysiad y cyfeirir ato, ond caiff Gweinidogion Cymru, os ydynt yn ystyried bod rheswm da dros wneud hynny, estyn unrhyw gyfnod o'r fath (hyd yn oed ar ôl iddo ddod i ben), a phan fyddant yn gwneud hynny, mae cyfeiriad yn y paragraff hwn at y cyfnod penodedig yn gyfeiriad at y cyfnod fel y'i hestynnwyd

(14) Yn ddarostyngedig i ddarpariaethau eraill y paragraff hwn a pharagraff 107 ac i unrhyw gytundeb gan y partïon, mae gan y dyfarnwr ddisgresiwn eang i benderfynu ar y weithdrefn ar gyfer datrys yr anghydfod i sicrhau bod penderfyniad cyfawn, diymdroi, darbodus a therfynol yn cael ei wneud ar yr anghydfod.

Penderfynu ar yr anghydfod

107.—(1) Rhaid i benderfyniad y dyfarnwr, a'r rhesymau drosto, gael eu cofnodi'n ysgrifenedig a rhaid i'r dyfarnwr roi hysbysiad o'r dyfarniad (gan gynnwys cofnod o'r rhesymau) i'r partïon.

(2) Pan atgyfeirir anghydfod mewn perthynas â chontract i'w benderfynu yn unol â pharagraff 106(1)—

- (a) mae adran 7(12) a (13) o'r Ddeddf yn gymwys yn yr un modd ag y mae'r is-adrannau hynny yn gymwys i anghydfod a atgyfeirir i'w benderfynu yn unol ag adran 7(6) neu (7) o'r Ddeddf, a
- (b) mae adran 48(5) o'r Ddeddf yn gymwys i unrhyw anghydfod a atgyfeirir i'w benderfynu mewn perthynas â chontract nad yw'n gontact GIG fel pe bai wedi ei atgyfeirio i'w benderfynu yn unol ag adran 7(6) o'r Ddeddf.

Dehongli'r Rhan hon

108.—(1) Yn y Rhan hon, mae “unrhyw anghydfod sy'n codi o'r contract neu mewn cysylltiad ag ef” yn cynnwys unrhyw anghydfod sy'n codi o derfynu'r contract neu mewn cysylltiad â hynny.

(2) Mae unrhyw un neu ragor o delerau'r contract sy'n gwneud darpariaeth mewn cysylltiad â'r gofynion yn y Rhan hon i oroesi hyd yn oed pan fo'r contract wedi ei derfynu.

- (c) any oral representations made in response to an invitation under sub-paragraph (10)(a),
- (d) the results of any consultation under sub-paragraph (10)(b), and
- (e) any observations made in accordance with an opportunity given under sub-paragraph (11).

(13) In this paragraph, “specified period” means such period as the Welsh Ministers specify in the request, being not less than 2, nor more than 4, weeks beginning with the date on which the notice referred to is given, but the Welsh Ministers may, if they consider that there is good reason for doing so, extend any such period (even after it has expired) and, where they do so, a reference in this paragraph to the specified period is to the period as so extended.

(14) Subject to the other provisions of this paragraph and paragraph 107 and to any agreement by the parties, the adjudicator has wide discretion in determining the procedure of the dispute resolution to ensure the just, expeditious, economical and final determination of the dispute.

Determination of the dispute

107.—(1) The determination of the adjudicator and the reasons for it, must be recorded in writing and the adjudicator must give notice of the determination (including the record of the reasons) to the parties.

(2) Where a dispute in relation to a contract is referred for determination in accordance with paragraph 106(1)—

- (a) section 7(12) and (13) the Act apply in the same manner as those subsections apply to a dispute referred for determination in accordance with section 7(6) or (7) of the Act, and
- (b) section 48(5) of the Act applies to any dispute referred for determination in relation to a contract which is not an NHS contract as if it were referred for determination in accordance with section 7(6) of the Act.

Interpretation of this Part

108.—(1) In this Part, “any dispute arising out of or in connection with the contract” includes any dispute arising out of or in connection with the termination of the contract.

(2) Any term of the contract that makes provision in respect of the requirements in this Part is to survive even where the contract has terminated.

RHAN 11

Amrywio a therfynu contractau

Amrywio contract: cyffredinol

109.—(1) Yn ddarostyngedig i baragraffau 76(8), 110, 111 a 124 o'r Atodlen hon, nid yw unrhyw ddiwygiad nac amrywiad yn cael effaith oni bai ei fod yn ysgrifenedig ac wedi ei lofnodi gan neu ar ran y Bwrdd Iechyd Lleol a'r contractwr.

(2) Yn ychwanegol at y ddarpariaeth benodol a wneir ym mharagraffau 110(6), 111(11) a 124 caiff y Bwrdd Iechyd Lleol amrywio'r contract heb gydsyniad y contractwr—

- (a) pan fo wedi ei fodloni'n rhesymol ei bod yn angenreidiol amrywio'r contract er mwyn cydymffurfio â'r Ddeddf, ag unrhyw reoliadau a wnaed yn unol â'r Ddeddf honno, neu ag unrhyw gyfarwyddyd a roddir gan Weinidogion Cymru yn unol â'r Ddeddf honno, a
- (b) pan fo'n hysbysu'r contractwr yn ysgrifenedig am eiriad yr amrywiad arfaethedig a'r dyddiad y mae'r amrywiad hwnnw i gymryd effaith, a

pan fo'n rhesymol ymarferol gwneud hynny, ni chaiff y dyddiad y mae'r amrywiad arfaethedig i ddod i rym fod yn llai na 14 o ddiwrnodau ar ôl y dyddiad y cyflwynir yr hysbysiad o dan baragraff (b) i'r contractwr.

Darpariaethau ynglŷn ag amrywiad sy'n benodol i gcontract gydag ymarferydd meddygol unigol

110.—(1) Os yw contractwr sy'n ymarferydd meddygol unigol yn bwriadu ymarfer mewn partneriaeth ag un neu ragor o bobl yn ystod bodolaeth y contract, rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig am y canlynol—

- (a) enw'r person neu'r personau y mae'n bwriadu ymarfer mewn partneriaeth ag ef neu â hwy, a
- (b) y dyddiad y mae'r contractwr yn dymuno newid ei statws fel contractwr o ymarferydd meddygol unigol i bartneriaeth, na chaiff fod lai nag 28 o ddiwrnodau ar ôl y dyddiad y cyflwynodd yr hysbysiad i'r Bwrdd Iechyd Lleol yn unol â'r is-baragraff hwn.

(2) Rhaid i hysbysiad o dan is-baragraff (1) mewn perthynas â'r person neu bob un o'r personau y mae'r contractwr yn bwriadu ymarfer ag ef neu â hwy mewn partneriaeth, a hefyd mewn cysylltiad ag ef ei hun o ran y materion a bennir ym mharagraff (c)—

PART 11

Variation and termination of contracts

Variation of a contract: general

109.—(1) Subject to paragraphs 76(8), 110, 111 and 124 of this Schedule no amendment or variation has effect unless it is in writing and signed by or on behalf of the Local Health Board and the contractor.

(2) In addition to the specific provision made in paragraphs 110(6), 111(11), and 124 the Local Health Board may vary the contract without the contractor's consent where it—

- (a) is reasonably satisfied that it is necessary to vary the contract so as to comply with the Act, any regulations made pursuant to that Act, or any direction given by the Welsh Ministers pursuant to that Act, and
- (b) notifies the contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect, and

where it is reasonably practicable to do so, the date that the proposed variation is to take effect must not be less than 14 days after the date on which the notice under paragraph (b) is served on the contractor.

Variation provisions specific to a contract with an individual medical practitioner

110.—(1) If a contractor which is an individual medical practitioner proposes to practise in partnership with one or more persons during the existence of the contract, the contractor must notify the Local Health Board in writing of—

- (a) the name of the person or persons with whom it proposes to practise in partnership, and
- (b) the date on which the contractor wishes to change its status as a contractor from that of an individual medical practitioner to that of a partnership which must not be less than 28 days after the date upon which it has served the notice on the Local Health Board pursuant to this sub-paragraph.

(2) A notice under sub-paragraph (1) must in respect of the person or each of the persons with whom the contractor is proposing to practise in partnership, and also in respect of itself as regards the matters specified in paragraph (c)—

- (a) cadarnhau bod y person naill ai—
 - (i) yn ymarferydd meddygol, neu
 - (ii) yn berson sy'n bodloni'r amodau a bennir yn adran 44(2)(b)(i) i (iv) o'r Ddeddf,
- (b) cadarnhau bod y person yn bodloni'r amodau a osodir gan reoliadau 5 a 6,
- (c) nodi pa un a yw'r bartneriaeth i fod yn bartneriaeth gyffredinol ynteu'n bartneriaeth gyfyngedig a rhoi enwau'r partneriaid cyfyngedig a'r partneriaid cyffredinol yn y bartneriaeth, a

rhaid i'r hysbysiad gael ei lofnodi gan yr ymarferydd meddygol unigol a chan y person, neu bob un o'r personau (yn ôl y digwydd), y mae'r ymarferydd meddygol yn bwriadu ymarfer mewn partneriaeth â hwy.

(3) Rhaid i'r contractor sicrhau bod unrhyw berson sydd i ymarfer mewn partneriaeth gydag ef wedi ei rwymo gan y contract, pa un ai yn rhinwedd cytundeb partneriaeth neu fel arall.

(4) Os yw'r Bwrdd Iechyd Lleol wedi ei fodloni yngylch cywirdeb y materion a bennir yn is-baragraff (2) sydd wedi eu cynnwys yn yr hysbysiad, rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractor yn cadarnhau bod y contract yn parhau â'r bartneriaeth yr ymrwymwyd iddi gan y contractor a'i bartneriaid, o ddyddiad y mae'r Bwrdd Iechyd Lleol yn ei bennu yn yr hysbysiad hwnnw.

(5) Pan fo'n rhesymol ymarferol, y dyddiad a bennir gan y Bwrdd Iechyd Lleol yn unol ag is-baragraff (4) yw'r dyddiad y gofynnir amdano yn yr hysbysiad a gyflwynir gan y contractor yn unol ag is-baragraff (1), neu, pan na fo'r dyddiad hwnnw'n rhesymol ymarferol, mae'r dyddiad a bennir i fod yn ddyddiad ar ôl y dyddiad y gofynnwyd amdano sydd mor agos at y dyddiad y gofynnwyd amdano ag sy'n rhesymol ymarferol.

(6) Pan fo contractor wedi rhoi hysbysiad i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (1), o ran y Bwrdd Iechyd Lleol—

- (a) caiff amrywio'r contract ond dim ond i'r graddau y mae wedi ei fodloni ei bod yn angenreheidiol adlewyrchu'r newid yn statws y contractor o ymarferydd meddygol unigol i bartneriaeth, a
- (b) os yw'n bwriadu amrywio'r contract felly, rhaid iddo gynnwys yn yr hysbysiad a gyflwynir i'r contractor yn unol ag is-baragraff (4) eiriad yr amrywiad arfaethedig a'r dyddiad y mae'r amrywiad hwnnw i gael effaith.

- (a) confirm that the person is either—
 - (i) a medical practitioner, or
 - (ii) a person who satisfies the conditions specified in section 44(2)(b)(i) to (iv) of the Act,
- (b) confirm that the person satisfies the conditions imposed by regulations 5 and 6,
- (c) state whether the partnership is to be a general partnership or a limited partnership and give the names of the limited partners and the general partners in the partnership, and

the notice must be signed by the individual medical practitioner and by the person, or each of the persons (as the case may be), with whom the medical practitioner is proposing to practise in partnership.

(3) The contractor must ensure that any person who is to practise in partnership with it is bound by the contract, whether by virtue of a partnership agreement or otherwise.

(4) If the Local Health Board is satisfied as to the accuracy of the matters specified in sub-paragraph (2) that are included in the notice, the Local Health Board must give notice in writing to the contractor confirming that the contract continues with the partnership entered into by the contractor and its partners, from a date that the Local Health Board specifies in that notice.

(5) Where it is reasonably practicable, the date specified by the Local Health Board pursuant to sub-paragraph (4) is the date requested in the notice served by the contractor pursuant to sub-paragraph (1), or, where that date is not reasonably practicable, the date specified is to be a date after the requested date that is as close to the requested date as is reasonably practicable.

(6) Where a contractor has given notice to the Local Health Board pursuant to sub-paragraph (1), the Local Health Board—

- (a) may vary the contract but only to the extent that it is satisfied it is necessary to reflect the change in status of the contractor from an individual medical practitioner to a partnership, and
- (b) if it does propose to so vary the contract, it must include in the notice served on the contractor pursuant to sub-paragraph (4) the wording of the proposed variation and the date upon which that variation is to take effect.

Darpariaethau ynglŷn ag amrywiad sy'n benodol i contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth

111.—(1) Yn ddarostyngedig i is-baragraff (4), pan fo contractwr yn cynnwys dau neu ragor o unigolion yn ymarfer mewn partneriaeth, os bydd y bartneriaeth yn cael ei therfynu neu ei diddymu, mae'r contract yn parhau gyda'r bartneriaeth honno oni chaiff y contract ei derfynu gan y contractwr neu gan y Bwrdd Iechyd Lleol o dan ddarpariaethau'r Rhan hon ac ni chaiff y contract ond parhau gydag un yn unig o'r cynbartneriaid os yw'r partner hwnnw—

- (a) wedi ei enwebu yn unol ag is-baragraff (3), a
- (b) yn ymarferydd meddygol sy'n bodloni'r amod yn rheoliad 5(1)(a),

ac ar yr amod bod y gofynion yn is-baragraffau (2) a (3) wedi eu bodloni.

(2) Rhaid i gontactwr hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig o leiaf 28 o ddiwrnodau cyn y dyddiad y mae'r contractwr yn bwriadu newid ei statws o bartneriaeth i ymarferydd meddygol unigol yn unol ag is-baragraff (1).

(3) Rhaid i hysbysiad o dan is-baragraff (2)—

- (a) pennu'r dyddiad y mae'r contractwr yn bwriadu newid ei statws o bartneriaeth i ymarferydd meddygol unigol,
- (b) pennu enw'r ymarferydd meddygol y mae'r contract i barhau gydag ef, y mae'n rhaid iddo fod yn un o'r partneriaid, ac
- (c) cael ei lofnodi gan bob un o'r personau sy'n ymarfer mewn partneriaeth.

(4) Pan fo contractwr yn cynnwys dau berson yn ymarfer mewn partneriaeth a bod y bartneriaeth yn cael ei therfynu neu ei diddymu am fod un o'r partneriaid wedi marw, rhaid i'r partner sy'n goroesi yn y bartneriaeth roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol o'r farwolaeth honno cyn gynted ag y bo'n rhesymol ymarferol, ac yn yr achos hwnnw, mae is-baragraffau (5) a (6) yn gymwys.

(5) Os yw'r partner sy'n goroesi yn y bartneriaeth yn ymarferydd meddygol cyffredinol, mae'r contract i barhau gyda'r ymarferydd meddygol cyffredinol hwnnw.

(6) Os nad yw'r partner sy'n goroesi yn y bartneriaeth yn ymarferydd meddygol cyffredinol, o ran y Bwrdd Iechyd Lleol—

- (a) rhaid iddo ddechrau trafodaethau â'r partner hwnnw a defnyddio ymdrechion rhesymol i ddod i gytundeb i alluogi gwasanaethau clinigol i barhau i gael eu darparu o dan y contract,

Variation provisions specific to a contract with two or more individuals practising in partnership

111.—(1) Subject to sub-paragraph (4), where a contractor consists of two or more individuals practising in partnership in the event that the partnership is terminated or dissolved, the contract continues with that partnership unless the contract is terminated by the contractor or Local Health Board under the provisions of this Part and the contract may only continue with just one of the former partners if that partner is—

- (a) nominated in accordance with sub-paragraph (3), and
- (b) a medical practitioner who meets the condition in regulation 5(1)(a),

and provided that the requirements in sub-paragraphs (2) and (3) are met.

(2) A contractor must notify the Local Health Board in writing at least 28 days in advance of the date on which the contractor proposes to change its status from that of a partnership to that of an individual medical practitioner pursuant to sub-paragraph (1).

(3) A notice under sub-paragraph (2) must—

- (a) specify the date on which the contractor proposes to change its status from that of a partnership to that of an individual medical practitioner,
- (b) specify the name of the medical practitioner with whom the contract is to continue, which must be one of the partners, and
- (c) be signed by all of the persons who are practising in partnership.

(4) Where a contractor consists of two persons practising in partnership and the partnership is terminated or dissolved because one of the partners has died, the remaining partner in the partnership must give notice in writing to the Local Health Board of that death as soon as is reasonably practicable and, in that case, sub-paragraphs (5) and (6) apply.

(5) If the remaining partner in the partnership is a general medical practitioner, the contract is to continue with that general medical practitioner.

(6) If the remaining partner in the partnership is not a general medical practitioner, the Local Health Board—

- (a) must enter into discussions with that partner and use reasonable endeavours to reach an agreement to enable the provision of clinical services to continue under the contract,

- (b) os yw'n ystyried bod hynny'n briodol, caiff ymgynghori â'r Pwyllgor Meddygol Lleol (os oes un) ar gyfer yr ardal yr oedd y bartneriaeth yn darparu gwasanaethau clinigol o dan y contract ynddi, neu ag unrhyw berson arall y mae'r Bwrdd Iechyd Lleol yn ei ystyried yn angenrheidiol,
- (c) os yw o'r farn bod hynny'n briodol i alluogi gwasanaethau clinigol i barhau i gael eu darparu o dan y contract, caiff gynnig cymorth rhesymol i'r partner sy'n goroesi yn y bartneriaeth, a
- (d) rhaid iddo roi hysbysiad i'r partner sy'n goroesi yn y bartneriaeth os daethpwyd i gytundeb yn unol ag is-baragraff (7) neu, os na ellir dod i gytundeb, yn unol ag is-baragraff (8).

(7) Os yw'r Bwrdd Iechyd Lleol yn dod i gytundeb, rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r partner sy'n goroesi yn y bartneriaeth yn cadarnhau—

- (a) y telerau y mae'r Bwrdd Iechyd Lleol yn cytuno i'r contract barhau â'r partner hwnnw arnynt gan gynnwys y cyfnod, fel y'i pennir gan y Bwrdd Iechyd Lleol, pryd y mae'r contract i barhau ynddo ("y cyfnod interim") ac ni chaiff cyfnod o'r fath fod yn fwy na 6 mis,
- (b) bod y partner yn cytuno i gyflogi neu i gymryd ymlaen ymarferydd meddygol cyffredinol am y cyfnod interim i gynorthwyo wrth ddarparu gwasanaethau clinigol o dan y contract, ac
- (c) y cymorth, os oes cymorth o gwbl, y mae'r Bwrdd Iechyd Lleol i'w ddarparu i alluogi gwasanaethau clinigol i barhau i gael eu darparu o dan y contract yn ystod y cyfnod interim.

(8) Os—

- (a) nad yw'r partner sy'n goroesi yn y bartneriaeth yn dymuno cyflogi na chymryd ymlaen ymarferydd meddygol,
- (b) na ellir dod i gytundeb yn unol ag is-baragraff (6), neu
- (c) hoffai'r partner sy'n goroesi yn y bartneriaeth dynnu'n ôl o'r trefniadau y cytunwyd arnynt ar unrhyw adeg yn ystod y cyfnod interim,

rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r partner hwnnw yn terfynu'r contract gydag effaith ar unwaith.

- (b) may, if it considers it appropriate, consult the Local Medical Committee (if any) for the area in which the partnership was providing clinical services under the contract or such other person as the Local Health Board considers necessary,
- (c) may, if it considers it appropriate to enable the provision of clinical services under the contract to continue, offer the remaining partner in the partnership reasonable support, and
- (d) must give notice to the remaining partner in the partnership if agreement has been reached in accordance with sub-paragraph (7) or, in the event that agreement cannot be reached, in accordance with sub-paragraph (8).

(7) If the Local Health Board reaches an agreement, the Local Health Board must give notice in writing to the remaining partner in the partnership confirming—

- (a) the terms upon which the Local Health Board agrees to the contract continuing with that partner including the period, as specified by the Local Health Board, during which the contract is to continue ("the interim period") and such a period must not exceed 6 months,
- (b) that the partner agrees to the employment or engagement of a general medical practitioner for the interim period to assist in the provision of clinical services under the contract, and
- (c) the support, if any, which the Local Health Board is to provide to enable the provision of clinical services under the contract to continue during the interim period.

(8) If—

- (a) the remaining partner in the partnership does not wish to employ or engage a medical practitioner,
- (b) an agreement in accordance with sub-paragraph (6) cannot be reached, or
- (c) the remaining partner in the partnership would like to withdraw from the agreed arrangements at any stage during the interim period,

the Local Health Board must give notice in writing to that partner terminating the contract with immediate effect.

(9) Os nad yw'r contractor, ar ddiwedd y cyfnod interim, wedi ymrwymo i bartneriaeth gydag ymarferydd meddygol cyffredinol nad yw'n bartner cyfyngedig yn y bartneriaeth, rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractor yn terfynu'r contract gydag effaith ar unwaith.

(10) Pan fo contractor yn rhoi hysbysiad i'r Bwrdd Iechyd Lleol o dan is-baragraff (2) neu (4), rhaid i'r Bwrdd Iechyd Lleol—

- (a) cydnabod yn ysgrifenedig fod yr hysbysiad wedi dod i law, a
- (b) mewn perthynas â hysbysiad a roddir o dan is-baragraff (2), cydnabod bod yr hysbysiad wedi dod i law cyn y dyddiad a bennir yn unol ag is-baragraff (3)(a).

(11) Pan fo contractor yn rhoi hysbysiad i'r Bwrdd Iechyd Lleol o dan is-baragraff (2) neu (4), caiff y Bwrdd Iechyd Lleol amrywio'r contract ond dim ond i'r graddau y mae wedi ei fodloni ei bod yn angenrheidiol er mwyn adlewyrchu newid statws y contractor o bartneriaeth i ymarferydd meddygol unigol.

(12) Os yw'r Bwrdd Iechyd Lleol yn amrywio'r contract o dan is-baragraff (11), rhaid i'r Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i'r contractor am eiriad yr amrywiad arfaethedig a'r dyddiad y bydd yr amrywiad hwnnw yn cael effaith.

(13) Yn y paragraff hwn, mae i "ymarferydd meddygol cyffredinol" yr un ystyr ag yn rheoliad 5(1).

(14) Nid yw is-baragraffau (5) i (9) yn effeithio ar unrhyw hawl arall sydd gan y Bwrdd Iechyd Lleol o dan y contract i amrywio neu derfynu'r contract.

Terfynu drwy gytundeb

112. Caiff y Bwrdd Iechyd Lleol a'r contractor gytuno yn ysgrifenedig i derfynu'r contract, ac os yw'r partïon yn cytuno felly, rhaid iddynt gytuno ar y dyddiad y bydd y terfyniad hwnnw yn cael effaith ac unrhyw delerau pellach y dylid terfynu'r contract arnynt.

Terfynu yn sgil marwolaeth ymarferydd meddygol unigol

113.—(1) Pan fo'r contractor yn ymarferydd meddygol unigol a bod y contractor yn marw, mae'r contractor yn terfynu ar ddiwedd y cyfnod o 7 niwrnod sy'n dechrau â'r dyddiad y bu'r contractor farw oni bai, cyn diwedd y cyfnod hwnnw, fod is-baragraff (2) yn gymwys.

(9) If, at the end of the interim period, the contractor has not entered into partnership with a general medical practitioner who is not a limited partner in the partnership, the Local Health Board must give notice in writing to the contractor terminating the contract with immediate effect.

(10) Where a contractor gives notice to the Local Health Board under sub-paragraph (2) or (4), the Local Health Board must—

- (a) acknowledge receipt of the notice in writing, and
- (b) in relation to a notice given under sub-paragraph (2), acknowledge receipt of the notice before the date specified in accordance with sub-paragraph (3)(a).

(11) Where a contractor gives notice to the Local Health Board under sub-paragraph (2) or (4), the Local Health Board may vary the contract but only to the extent that it is satisfied it is necessary to reflect the change in status of the contractor from that of a partnership to an individual medical practitioner.

(12) If the Local Health Board varies the contract under sub-paragraph (11), the Local Health Board must give notice in writing to the contractor of the wording of the proposed variation and the date upon which that variation is to take effect.

(13) In this paragraph "general medical practitioner" has the same meaning as in regulation 5(1).

(14) Sub-paragraphs (5) to (9) do not affect any other right which the Local Health Board may have under the contract to vary or terminate the contract.

Termination by agreement

112. The Local Health Board and the contractor may agree in writing to terminate the contract, and if the parties so agree, they must agree the date upon which that termination is to take effect and any further terms upon which the contract should be terminated.

Termination on the death of an individual medical practitioner

113.—(1) Where the contractor is an individual medical practitioner and the contractor dies, the contract terminates at the end of the period of 7 days beginning with the date of the contractor's death unless, before the end of that period sub-paragraph (2) applies.

(2) Mae'r is-baragraff hwn yn gymwys—

- (a) pan fo'r Bwrdd Iechyd Lleol yn cytuno'n ysgrifenedig gyda chynrychiolwyr personol y contractwr fod y contract i barhau am gyfnod ychwanegol, nad yw'n hwy na 28 o ddiwrnodau, o ddiwedd y cyfnod o 7 niwrnod ymlaen, a
- (b) pan fo cynrychiolwyr personol y contractwr yn cadarnhau yn ysgrifenedig i'r Bwrdd Iechyd Lleol eu bod yn dymuno cyflogi neu gymryd ymlaen un neu ragor o ymarferwyr meddygol cyffredinol i gynorthwyo â pharhau â'r ddarpariaeth o wasanaethau clinigol o dan y contract ac, ar ôl trafod â'r Bwrdd Iechyd Lleol—
 - (i) bo'r Bwrdd Iechyd Lleol yn cytuno i ddarparu cymorth rhesymol a fyddai'n galluogi gwasanaethau o dan y contract i barhau,
 - (ii) bo'r Bwrdd Iechyd Lleol a chynrychiolwyr personol y contractwr yn cytuno ar y telerau y caiff y gwasanaethau clinigol barhau odanynt; a
 - (iii) bo'r Bwrdd Iechyd Lleol a chynrychiolwyr personol y contractwr yn cytuno ar y cyfnod y bydd rhaid darparu gwasanaethau clinigol ynddo, sy'n gyfnod nad yw'n hwy nag 28 o ddiwrnodau sy'n dechrau â'r diwrnod ar ôl diwedd y cyfnod o 7 niwrnod y cyfeirir ato yn is-baragraff (1).

(3) Nid yw'r paragraff hwn yn effeithio ar unrhyw hawliau eraill i derfynu'r contract a all fod gan y Bwrdd Iechyd Lleol neu'r contractwr.

Terfynu gan y contractwr

114.—(1) Caiff contractwr derfynu'r contract drwy gyflwyno hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ar unrhyw bryd.

(2) Pan fo contractwr yn cyflwyno hysbysiad yn unol ag is-baragraff (1), rhaid i'r contract, yn ddarostyngedig i is-baragraff (3), derfynu 6 mis ar ôl y dyddiad y cyflwynir yr hysbysiad ("y dyddiad terfynu"), heblaw bod rhaid i'r contract, os nad yw'r dyddiad terfynu ar ddiwrnod calendr olaf mis, derfynu yn lle hynny ar ddiwrnod calendr olaf y mis y mae'r dyddiad terfynu yn syrthio ynddo.

(3) Pan fo'r contractwr yn ymarferydd meddygol unigol a bo is-baragraff (2) yn gymwys i'r contractwr, mae gan y Bwrdd Iechyd Lleol ddisgresiwn i gytuno ar ddyddiad terfynu cynharach os ceir amgylchiadau eithriadol sy'n ei gwneud yn rhesymol i'r dyddiad terfynu gael ei ddwyn ymlaen. Os yw'r dyddiad terfynu i gael ei ddwyn ymlaen, mae'r dyddiad hwn i'w gytuno gan y Bwrdd Iechyd Lleol a'r contractwr.

(2) This sub-paragraph applies where—

- (a) the Local Health Board agrees in writing with the contractor's personal representatives that the contract is to continue for a further period, not exceeding 28 days, from the end of the period of 7 days, and
- (b) the contractor's personal representatives confirm in writing to the Local Health Board that they wish to employ or engage one or more general medical practitioners to assist in the continuation of the provision of clinical services under the contract and, after discussion with the Local Health Board—
 - (i) the Local Health Board agrees to provide reasonable support which would enable clinical services under the contract to continue;
 - (ii) the Local Health Board and the contractor's personal representatives agree the terms on which the provision of clinical services can continue; and
 - (iii) the Local Health Board and the contractor's personal representatives agree the period during which clinical services must be provided being a period of not more than 28 days beginning on the day after the end of the period of 7 days referred to in sub-paragraph (1).

(3) This paragraph does not affect any other rights to terminate the contract which the Local Health Board or contractor may have.

Termination by the contractor

114.—(1) A contractor may terminate the contract by serving notice in writing on the Local Health Board at any time.

(2) Where a contractor serves notice pursuant to sub-paragraph (1), the contract must, subject to sub-paragraph (3), terminate 6 months after the date on which the notice is served ("the termination date"), save that if the termination date is not the last calendar day of a month, the contract must instead terminate on the last calendar day of the month in which the termination date falls.

(3) Where the contractor is an individual medical practitioner and sub-paragraph (2) applies to the contractor, the Local Health Board has discretion to agree an earlier termination date if exceptional circumstances exist which make it reasonable for the termination date to be brought forward. If the termination date is to be brought forward, this date is to be agreed by the Local Health Board and the contractor.

(4) Nid yw'r paragraff hwn yn rhagfarnu unrhyw hawliau eraill i derfynu'r contract a all fod gan y contractwr.

Hysbysiadau talu hwyr

115.—(1) Caiff y contractwr roi hysbysiad ysgrifenedig ("hysbysiad talu hwyr") i'r Bwrdd Iechyd Lleol os yw'r Bwrdd Iechyd Lleol wedi methu â gwneud unrhyw daliadau sy'n ddyledus i'r contractwr yn unol ag unrhyw un neu ragor o delerau'r contract yngylch talu'n brydlon sy'n cael yr effaith a bennir yn rheoliad 20(1) a rhaid i'r contractwr bennu yn yr hysbysiad talu hwyr y taliadau y mae'r Bwrdd Iechyd Lleol wedi methu â'u gwneud yn unol â'r rheoliad hwnnw.

(2) Yn ddarostyngedig i is-baragraff (3), caiff y contractwr, o leiaf 28 o ddiwrnodau ar ôl cyflwyno hysbysiad talu hwyr, derfynu'r contract drwy hysbysiad ysgrifenedig pellach os yw'r Bwrdd Iechyd Lleol yn dal heb allu gwneud y taliadau sy'n ddyledus i'r contractwr, ac a bennwyd yn yr hysbysiad talu hwyr a gyflwynwyd i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (1).

(3) Os yw'r Bwrdd Iechyd Lleol, ar ôl cael hysbysiad talu hwyr, yn atgyfeirio'r mater at weithdrefn datrys anghydfodau'r GIG o fewn 28 o ddiwrnodau ar ôl y dyddiad y cyflwynwyd yr hysbysiad talu hwyr iddo, a'i fod yn hysbysu'r contractwr yn ysgrifenedig ei fod wedi gwneud hynny o fewn y cyfnod amser hwnnw, ni chaiff y contractwr derfynu'r contract yn unol ag is-baragraff (2)—

- (a) hyd nes y penderfynir ar yr anghydfod yn unol â pharagraff 106 a bod y penderfyniad hwnnw'n caniatâu i'r contractwr derfynu'r contract, neu
- (b) hyd nes y bydd y Bwrdd Iechyd Lleol yn rhoi'r gorau i ddilyn gweithdrefn datrys anghydfodau'r GIG,
pa un bynnag sydd gyntaf.

(4) Nid yw'r paragraff hwn yn rhagfarnu unrhyw hawliau eraill i derfynu'r contract a all fod gan y contractwr.

Terfynu gan y Bwrdd Iechyd Lleol: cyffredinol

116. Ni chaiff y Bwrdd Iechyd Lleol ond terfynu'r contract yn unol â'r canlynol—

- (a) y darpariaethau yn y Rhan hon, neu
- (b) unrhyw ddarpariaethau eraill ynglŷn â therfynu y mae'r contractwr a'r Bwrdd Iechyd Lleol yn eu cynnwys yn y contract.

(4) This paragraph is without prejudice to any other rights to terminate the contract that the Local Health Board or contractor may have.

Late payment notices

115.—(1) The contractor may give notice in writing (a "late payment notice") to the Local Health Board if the Local Health Board has failed to make any payments due to the contractor in accordance with any term of the contract regarding prompt payment which has the effect specified in regulation 20(1) and the contractor must specify in the late payment notice the payments that the Local Health Board has failed to make in accordance with that regulation.

(2) Subject to sub-paragraph (3), the contractor may, at least 28 days after having served a late payment notice, terminate the contract by a further written notice if the Local Health Board has still failed to make the payments due to the contractor, and that were specified in the late payment notice served on the Local Health Board pursuant to sub-paragraph (1).

(3) If, following receipt of a late payment notice, the Local Health Board refers the matter to the NHS dispute resolution procedure within 28 days of the date upon which it is served with the late payment notice, and it notifies the contractor in writing that it has done so within that period of time, the contractor may not terminate the contract pursuant to sub-paragraph (2) until—

- (a) there has been a determination of the dispute pursuant to paragraph 106 and that determination permits the contractor to terminate the contract, or
- (b) the Local Health Board ceases to pursue the NHS dispute resolution procedure,

whichever is the sooner.

(4) This paragraph is without prejudice to any other rights to terminate the contract that the contractor may have.

Termination by the Local Health Board: general

116. The Local Health Board may only terminate the contract in accordance with—

- (a) the provisions in this Part, or
- (b) such other termination provisions as the contractor and Local Health Board include in the contract.

Terfynu gan y Bwrdd Iechyd Lleol oherwydd torri amodau yn rheoliad 5

117.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractor wrth yn terfynu'r contract gydag effaith ar unwaith pan fo contractor sy'n ymarferydd meddygol unigol wedi peidio â bod yn ymarferydd meddygol cyffredinol mewn unrhyw achos.

(2) Pan fo'r contractor wrth yn terfynu'r contract gydag effaith ar unwaith pan fo contractor sy'n ymarferydd meddygol unigol wedi peidio â bod yn ymarferydd meddygol cyffredinol mewn unrhyw achos.

- (a) nad yw'r contractor wrth yn gallu fodloni'r Bwrdd Iechyd Lleol fod ganddo drefniadau digonol ar waith i ddarparu gwasanaethau clinigol o dan y contract cyhyd ag y bydd yr ataliad dros dro yn parhau, neu
- (b) bod y Bwrdd Iechyd Lleol wedi ei fodloni bod amgylchiadau'r ataliad dros dro yn golygu, os na chaiff y contract ei derfynu ar unwaith—
 - (i) bod diogelwch cleifion y contractor wrth wynebu risg ddifrifol, neu
 - (ii) bod y Bwrdd Iechyd Lleol yn wynebu risg o gael colled ariannol sylweddol.

(3) Ac eithrio mewn achos y mae paragraff 111(4) yn gymwys iddo, pan fo'r contractor—

- (a) yn ddau neu ragor o bersonau yn ymarfer mewn partneriaeth, ac nad yw'r amod a bennir yn rheoliad 5(1)(b) wedi ei fodloni mwyach, neu
- (b) yn gwmni sy'n gyfyngedig drwy gyfrannau, ac nad yw'r amod a bennir yn rheoliad 5(1)(c) wedi ei fodloni mwyach,

mae is-baragraff (4) yn gymwys.

(4) Pan fo is-baragraff (3)(a) neu (b) yn gymwys, rhaid i'r Bwrdd Iechyd Lleol, yn ddarostyngedig i is-baragraff (8)—

- (a) cyflwyno hysbysiad ysgrifenedig i'r contractor wrth yn terfynu'r contract ar unwaith, neu
- (b) cyflwyno hysbysiad ysgrifenedig i'r contractor wrth yn cadarnhau y bydd y Bwrdd Iechyd Lleol yn caniatáu i'r contractor wrth am gyfnod a bennir gan y Bwrdd Iechyd Lleol yn unol â pharagraff (5) (y "cyfnod interim"), yn ystod y cyfryw gyfnod y mae rhaid i'r Bwrdd Iechyd Lleol, gyda chydsyniad y contractor, gyflogi neu gyflenwi un neu ragor o ymarferwyr meddygol cyffredinol i'r contractor wrth am y cyfnod interim i gynorthwyo'r contractor wrth ddarparu gwasanaethau clinigol o dan y contract.

Termination by the Local Health Board for breach of conditions in regulation 5

117.—(1) Subject to sub-paragraph (2), the Local Health Board must serve notice in writing on the contractor terminating the contract with immediate effect where, in any case, a contractor who is an individual medical practitioner has ceased to be a general medical practitioner.

(2) Where the contractor referred to in sub-paragraph (1) has ceased to satisfy the condition specified in regulation 5(1)(a) as a result of a suspension specified in sub-paragraph (6), sub-paragraph (1) does not apply unless—

- (a) the contractor is unable to satisfy the Local Health Board that it has in place adequate arrangements for the provision of clinical services under the contract for so long as the suspension continues, or
- (b) the Local Health Board is satisfied that the circumstances of the suspension are such that if the contract is not terminated forthwith—
 - (i) the safety of the contractor's patients is at serious risk, or
 - (ii) the Local Health Board is at risk of material financial loss.

(3) Except in a case to which paragraph 111(4) applies, where the contractor is—

- (a) two or more persons practising in partnership, and the condition specified in regulation 5(1)(b) is no longer satisfied, or
- (b) a company limited by shares, and the condition specified in regulation 5(1)(c) is no longer satisfied,

sub-paragraph (4) applies.

(4) Where sub-paragraph (3)(a) or (b) applies, the Local Health Board must, subject to sub-paragraph (8)—

- (a) serve notice in writing on the contractor terminating the contract forthwith, or
- (b) serve notice in writing on the contractor confirming that the Local Health Board is to allow the contract to continue, for a period specified by the Local Health Board in accordance with paragraph (5) (the "interim period"), during which time the Local Health Board must, with the consent of the contractor, employ or supply one or more general medical practitioners to the contractor for the interim period to assist the contractor in the provision of clinical services under the contract.

(5) Ni chaiff y cyfnod a bennir gan y Bwrdd Iechyd Lleol o dan is-baragraff (4)(b) fod yn fwy na—

- (a) 6 mis, neu
- (b) mewn achos pan fo methiant y contractwr i barhau i fodloni'r amod yn rheoliad 5(1)(b) neu, yn ôl y digwydd, 5(1)(c), yn deillio o ganlyniad i ataliad dros dro y cyfeirir ato yn is-baragraff (6), y cyfnod y mae'r ataliad hwnnw'n parhau.

(6) Yr ataliadau dros dro y cyfeirir atynt yn is-baragraffau (2) a (5)(b) yw ataliad dros dro—

- (a) gan Banel Addasrwydd i Ymarfer o dan
 - (i) adran 35D (swyddogaethau panel addasrwydd i ymarfer) o Ddeddf Meddygaeth 1983 mewn achos iechyd, heblaw ataliad dros dro am gyfnod amhenadol o dan adran 35D(6), neu
 - (ii) adran 38(1) (pŵer i orchymyn ataliad dros dro ar unwaith etc ar ôl canfod amhariad ar addasrwydd i ymarfer) o'r Ddeddf honno, neu
- (b) gan Banel Addasrwydd i Ymarfer neu Banel Gorchmynion Interim o dan adran 41A (gorchmynion interim) o'r Ddeddf honno.

(7) Ym mharagraff (6), mae i "achos iechyd" yr ystyr a roddir i "health case" yn adran 35E(4) o Ddeddf Meddygaeth 1983.

(8) Cyn penderfynu pa un o'r opsiynau yn is-baragraff (4) i'w ddilyn, rhaid i'r Bwrdd Iechyd Lleol, pryd bynnag y bo'n rhesymol ymarferol gwneud hynny, ymgynghori â'r Pwyllgor Meddygol Lleol (os oes un) ar gyfer ei ardal.

(9) Os nad yw'r contractwr, yn unol ag is-baragraff (4)(b), yn cydsynio i'r Bwrdd Iechyd Lleol gyflogi neu gyflenwi ymarferydd meddygol cyffredinol yn ystod y cyfnod interim, rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract gydag effaith ar unwaith.

(10) Os yw'r contractwr, ar ddiwedd y cyfnod interim, yn dal i syrthio o fewn is-baragraff (3)(a) neu (b), rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract gydag effaith ar unwaith.

(11) Yn y paragraff hwn, mae i "ymarferydd meddygol cyffredinol" yr un ystyr ag yn rheoliad 5(2).

(5) The period specified by the Local Health Board under sub-paragraph (4)(b) must not exceed—

- (a) 6 months, or
- (b) in a case where the failure of the contractor to continue to satisfy the condition in regulation 5(1)(b) or, as the case may be, 5(1)(c), is the result of a suspension referred to in sub-paragraph (6), the period for which that suspension continues.

(6) The suspensions referred to in sub-paragraphs (2) and (5)(b) are suspension—

- (a) by a Fitness to Practise Panel under
 - (i) section 35D (functions of a fitness to practise panel) of the Medical Act 1983 in a health case, other than an indefinite suspension under section 35D(6), or
 - (ii) section 38(1) (power to order immediate suspension etc. after a finding of impairment of fitness to practise) of that Act, or
- (b) by a Fitness to Practise Panel or an Interim Orders Panel under section 41A (interim orders) of that Act.

(7) In paragraph (6), "health case" has the meaning given in section 35E(4) of the Medical Act 1983.

(8) Before deciding which of the options in sub-paragraph (4) to pursue, the Local Health Board must, whenever it is reasonably practicable to do so, consult the Local Medical Committee (if any) for its area.

(9) If the contractor does not, pursuant to sub-paragraph (4)(b), consent to the Local Health Board employing or supplying a general medical practitioner during the interim period, the Local Health Board must serve notice in writing on the contractor terminating the contract with immediate effect.

(10) If, at the end of the interim period, the contractor still falls within sub-paragraph (3)(a) or (b), the Local Health Board must serve notice in writing on the contractor terminating the contract with immediate effect.

(11) In this paragraph "general medical practitioner" has the same meaning as in regulation 5(2).

Terfynu gan y Bwrdd Iechyd Lleol am ddarparu gwybodaeth anwir etc.

118. Caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract gydag effaith ar unwaith, neu o unrhyw ddyddiad a bennir yn yr hysbysiad os daw y Bwrdd Iechyd Lleol i wybod, ar ôl i'r contract gael ei ymrwymo iddo, fod gwybodaeth ysgrifenedig a ddarparwyd i'r Bwrdd Iechyd Lleol gan y contractwr—

- (a) cyn i'r contract gael ei ymrwymo iddo, neu
- (b) yn unol â pharagraff 96(1)(a) neu 97(1)(b), mewn perthynas â'r amodau a nodir yn rheoliadau 5 a 6 (ac â chydymffurfio â'r amodau hynny) yn anwir neu'n anghywir mewn ffordd berthnasol pan gafodd ei rhoi.

Seiliau eraill dros derfynu gan y Bwrdd Iechyd Lleol

119.—(1) Caiff y Bwrdd Iechyd Lleol roi hysbysiad ysgrifenedig i gontractwr yn terfynu'r contract ar unwaith, neu o unrhyw ddyddiad a bennir yn yr hysbysiad, os yw is-baragraff (3) yn gymwys i'r contractwr—

- (a) yn ystod bodolaeth contract, neu
- (b) os yw'n ddiweddarach, ar neu ar ôl y dyddiad y rhoddyd hysbysiad mewn cysylltiad â chydymffurfedd y contractwr â'r amod yn rheoliadau 5 a 6 o dan baragraff 96(1)(a) neu 97(1).

(2) Mae is-baragraff (3) yn gymwys—

- (a) pan fo'r contract yn contract gydag ymarferydd meddygol cyffredinol, i'r ymarferydd meddygol cyffredinol hwnnw,
- (b) pan fo'r contract yn contract gyda dau berson neu ragor yn ymarfer mewn partneriaeth, i'r bartneriaeth neu i unrhyw bartner yn y bartneriaeth, ac
- (c) pan fo'r contract yn contract gyda chwmni sy'n gyfyngedig drwy gyfrannau
 - (i) i'r cwmni,
 - (ii) i unrhyw berson sy'n berchennog cyfreithiol neu lesiannol ar gyfran yn y cwmni, neu
 - (iii) i unrhyw gyfarwyddwr neu ysgrifennydd i'r cwmni.

Termination by the Local Health Board for the provision of untrue etc. information

118. The Local Health Board may serve notice in writing on the contractor terminating the contract with immediate effect, or from such date as may be specified in the notice if, after the contract has been entered into, it comes to the attention of the Local Health Board that written information provided to the Local Health Board by the contractor—

- (a) before the contract was entered into, or
- (b) pursuant to paragraph 96(1)(a) or 97(1)(b), in relation to the conditions set out in regulations 5 and 6 (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

Other grounds for termination by the Local Health Board

119.—(1) The Local Health Board may give notice in writing to a contractor terminating the contract with immediate effect, or from such date as may be specified in the notice, if sub-paragraph (3) applies to the contractor—

- (a) during the existence of a contract, or
- (b) if later, on or after the date on which a notice in respect of the contractor's compliance with the condition in regulations 5 and 6 was given under paragraph 96(1)(a) or 97(1).

(2) Sub-paragraph (3) applies—

- (a) where the contract is with a general medical practitioner, to that general medical practitioner,
- (b) where the contract is with two or more persons practising in partnership, to the partnership or any partner in the partnership, and
- (c) where the contract is with a company limited by shares to—
 - (i) the company,
 - (ii) any person legally or beneficially owning a share in the company, or
 - (iii) any director or secretary of the company.

(3) Mae'r is-baragraff hwn yn gymwys—

- (a) os nad yw'r contractwr yn bodloni'r amodau a ragnodir yn adrannau 44(2) neu (3) o'r Ddeddf (personau sy'n gymwys i ymrwymo i contractau GMC);
- (b) os yw'r contractwr yn destun anghymhwysiad cenedlaethol;
- (c) os yw'r contractwr, yn ddarostyngedig i is-baragraff (4), wedi ei anghymhwys neu wedi ei atal dros dro (heblaw drwy orchymyn atal dros dro interim neu gyfarwyddyd wrth aros am ymchwiliad neu atal dros dro ar sail afiechyd) rhag ymarfer gan gorff trwyddedu mewn unrhyw le yn y byd;
- (d) os yw'r contractwr, yn ddarostyngedig i is-baragraff (5), wedi ei ddiswyddo (heblaw oherwydd dileu swydd) o gyflogaeth gan gorff gwasanaeth iechyd oni bai bod y contractwr, cyn i'r Bwrdd Iechyd Lleol roi hysbysiad i'r contractwr yn terfynu'r contract o dan y paragraff hwn, yn cael ei gyflogi gan y corff gwasanaeth iechyd y diswyddwyd y contractwr ohono neu gan gorff gwasanaeth iechyd arall;
- (e) os yw'r contractwr wedi ei ddileu o restr gofal sylfaenol, neu os gwirthodwyd ei dderbyn i restr o'r fath, oherwydd anefffeithlonrwydd, twyll neu anaddasrwydd (o fewn ystyr adran 107(2), (3) a (4) o'r Ddeddf yn y drefn honno) oni bai bod enw'r contractwr wedi ei gynnwys ar restr o'r fath wedyn;
- (f) os yw'r contractwr wedi ei euogfarnu yn y Deyrnas Unedig o llofruddiaeth;
- (g) os yw'r contractwr wedi ei euogfarnu yn y Deyrnas Unedig o drosedd heblaw llofruddiaeth ac wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar;
- (h) os yw'r contractwr, yn ddarostyngedig i is-baragraff (6), wedi ei euogfarnu mewn man arall o drosedd a fyddai, pe bai wedi ei chyflawni yng Nghymru a Lloegr, yn llofruddiaeth, ac—
 - (i) bod y drosedd wedi ei chyflawni ar neu ar ôl 26 Awst 2002, a
 - (ii) bod y contractwr wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar;

(3) This sub-paragraph applies if—

- (a) the contractor does not satisfy the conditions prescribed in sections 44(2) or (3) of the Act (persons eligible to enter into GMS contracts);
- (b) the contractor is the subject of a national disqualification;
- (c) subject to sub-paragraph (4), the contractor has been disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill health) from practising by a licensing body anywhere in the world;
- (d) subject to sub-paragraph (5), the contractor has been dismissed (otherwise than by reason of redundancy) from employment by a health service body unless, before the Local Health Board has given notice to the contractor terminating the contract under this paragraph, the contractor is employed by the health service body from which the contractor was dismissed or by another health service body;
- (e) the contractor has been removed from, or refused admission to, a primary care list by reason of inefficiency, fraud or unsuitability (within the meaning of section 107(2), (3) and (4) of the Act respectively) unless the contractor's name has subsequently been included in such a list;
- (f) the contractor has been convicted in the United Kingdom of murder;
- (g) the contractor has been convicted in the United Kingdom of a criminal offence other than murder and has been sentenced to a term of imprisonment of longer than 6 months;
- (h) subject to sub-paragraph (6), the contractor has been convicted elsewhere of an offence which would, if it were committed in England and Wales constitute murder, and—
 - (i) the offence was committed on or after 26 August 2002, and
 - (ii) the contractor was sentenced to a term of imprisonment of longer than 6 months;

- (i) os yw'r contractwr wedi ei euogfarnu o drosedd, y cyfeirir ati yn Atodlen 1 i Ddeddf Plant a Phobl Ifanc 1933(1) (troseddau yn erbyn plant a phobl ifanc y mae darpariaethau arbennig yn y Ddeddf hon yn gymwys iddynt), neu yn Atodlen 1 i Ddeddf Gweithdrefn Droseddol (Yr Alban) 1995(2) (troseddau yn erbyn plant o dan 17 oed y mae darpariaethau arbennig yn gymwys iddynt);
- (j) os yw'r contractwr ar unrhyw adeg wedi ei gynnwys—
 - (i) mewn unrhyw restr wahardd o fewn ystyr Deddf Diogelu Grwpiau Hyglwyf 2006(3), neu
 - (ii) mewn unrhyw restr wahardd o fewn ystyr Gorchymyn Diogelu Grwpiau Hyglwyf (Gogledd Iwerddon) 2007(4) (rhestrau gwahardd),

oni bai bod y contractwr wedi ei ddileu o'r rhestr naill ai ar y sail nad oedd yn briodol i'r contractwr fod wedi ei gynnwys ynddi neu o ganlyniad i apêl lwyddiannus;
- (k) os yw'r contractwr, o fewn y cyfnod o 5 mlynedd cyn llofnodi'r contract, wedi ei ddiswyddo o swydd ymddiriedolwr elusen neu ymddiriedolwr ar gyfer elusen drwy orchymyn a wnaed gan y Comisiwn Elusennau, Comisiwn Elusennau Gogledd Iwerddon neu'r Uchel Lys, a bod y gorchymyn hwnnw wedi ei wneud ar sail camymddwyn neu gamreoli wrth weinyddu elusen y bu'r contractwr yn gyfrifol amdano neu y bu'r contractwr yn gyfrannog iddo, neu y cyfrannwyd ato gan ymddygiad y contractwr, neu a hwyluswyd gan ymddygiad y contractwr;
- (l) os yw'r contractwr, o fewn y cyfnod o 5 mlynedd cyn llofnodi'r contract neu gychwyn y contract (pa un bynnag sydd gyntaf), wedi ei ddiswyddo rhag ymwneud â rheoli neu reolaeth ar gorff mewn unrhyw achos pan fo'r diswyddo yn rhinwedd adran 34(5)(e) o Ddeddf Elusennau a Buddsoddi gan Ymddiriedolwyr (Yr Alban) 2005(5) (pwerau'r Llys Sesiwn); neu
- (i) the contractor has been convicted of an offence, referred to in Schedule 1 to the Children and Young Persons Act 1933(1) (offences against children and young persons, with respect to special provisions of this Act apply), or in Schedule 1 to the Criminal Procedure (Scotland) Act 1995(2) (offences against children under the age of 17 years to which special provisions apply);
- (j) the contractor has at any time been included in—
 - (i) any barred list within the meaning of the Safeguarding Vulnerable Groups Act 2006(3), or
 - (ii) any barred list within the meaning of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007(4) (barred lists),

unless the contractor was removed from the list either on the grounds that it was not appropriate for the contractor to have been included in it or as the result of a successful appeal;
- (k) the contractor has, within the period of 5 years before the signing of the contract, been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission, the Charity Commission for Northern Ireland or the High Court, and that order was made on the grounds of misconduct or mismanagement in the administration of a charity for which the contractor was responsible or to which the contractor was privy, or which was contributed to, or facilitated by, the contractor's conduct;
- (l) the contractor has, within the period of 5 years before the signing of the contract or commencement of the contract (whichever is earlier), been removed from being concerned with the management or control of a body in any case where removal was by virtue of section 34(5)(e) of the Charities and Trustees Investment (Scotland) Act 2005(5) (powers of Court of Session); or

(1) 1933 p. 12.

(2) 1995 p. 46.

(3) 2006 p. 47.

(4) O.S. 2007/1351 (G.I. 11).

(5) 2005 dsa 10.

(1) 1933 c. 12.

(2) 1995 c. 46.

(3) 2006 c. 47.

(4) S.I. 2007/1351 (N.I. 11).

(5) 2005 asp 10.

- (m) os —
- (i) yw'r contractwr wedi ei wneud yn fethdalwr ac nad yw wedi ei ryddhau o'r methdaliad neu nad yw'r gorchymyn methdaliad wedi ei ddirymu, neu
 - (ii) dyfarnwyd i ystad y contractwr gael ei secwestru ac nad yw'r contractwr wedi ei ryddhau o'r secwestru;
 - (n) os yw'r contractwr yn ddarostyngedig i orchymyn cyfyngu methdaliad neu orchymyn cyfyngu methdaliad interim o dan Atodlen 4A i Ddeddf Ansolfedd 1986(1) (gorchymyn cyfyngu methdaliad ac ymgwymeriad), neu Atodlen 2A i Orchymyn Ansolfedd (Gogledd Iwerddon) 1989(2) (gorchymyn cyfyngu methdaliad ac ymgwymeriad) neu Ran 13 o Ddeddf Methdaliad (Yr Alban) 2016(3) (gorchymynion cyfyngu methdaliad a gorchymynion cyfyngu methdaliad interim), oni bai bod y contractwr wedi ei ryddhau o'r gorchymyn hwnnw neu fod y gorchymyn hwnnw wedi ei ddirymu;
 - (o) os yw'r contractwr—
 - (i) yn ddarostyngedig i gyfnod moratoriwm o dan orchymyn rhyddhau o ddyled o dan Ran VIIA o Ddeddf Ansolfedd 1986(4) (gorchymynion rhyddhau o ddyled), neu
 - (ii) yn ddarostyngedig i orchymyn cyfyngu rhyddhau o ddyled neu orchymyn cyfyngu rhyddhau o ddyled interim o dan Atodlen 4ZB i'r Ddeddf honno (gorchymynion ac ymgwymeriadau cyfyngiadau rhyddhau o ddyled), oni bai bod y gorchymyn hwnnw wedi peidio â chael effaith neu wedi ei ddirymu;
 - (p) os yw'r contractwr wedi gwneud cytundeb neu drefniant cyfansoddi gyda chredydwyr y contractwr, neu wedi rhoi gweithred ymddiriedolaeth ar eu cyfer, ac nad yw'r contractwr wedi ei ryddhau mewn perthynas â'r cytundeb neu â'r trefniant;
 - (q) os yw'r contractwr yn gwmni sydd wedi ei ddirwyn i ben o dan Ran IV o Ddeddf Ansolfedd 1986 (dirwyn cwmniâu sydd wedi eu cofrestru o dan y Deddfau Cwmniâu i ben);
 - (r) os oes gweinyddwr, derbynnydd gweinyddol neu dderbynnydd wedi ei benodi mewn cysylltiad â'r contractwr;
- (m) the contractor—
- (i) has been made bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled, or
 - (ii) has had sequestration of the contractor's estate awarded and has not been discharged from the sequestration;
 - (n) the contractor is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986(1) (bankruptcy restrictions order and undertaking), or Schedule 2A to the Insolvency (Northern Ireland) Order 1989(2) (bankruptcy restrictions order and undertaking) or Part 13 of the Bankruptcy (Scotland) Act 2016(3) (bankruptcy restrictions orders and interim bankruptcy restrictions orders), unless the contractor has been discharged from that order or that order has been annulled;
- (o) the contractor—
- (i) is subject to a moratorium period under a debt relief order under Part VIIA of the Insolvency Act 1986 (debt relief orders) applies, or
 - (ii) is the subject of a debt relief restrictions order or an interim debt relief restrictions order under Schedule 4ZB to that Act (debt relief restrictions orders and undertakings), unless that order has ceased to have effect or has been annulled;
- (p) the contractor has made a composition agreement or arrangement with, or a trust deed has been granted for, the contractor's creditors and the contractor has not been discharged in respect of it;
- (q) the contractor is a company which has been wound up under Part IV of the Insolvency Act 1986 (winding up of companies registered under the Companies Acts);
- (r) the contractor has had an administrator, administrative receiver or receiver appointed in respect of it;

(1) 1986 p. 45.

(2) O.S. 1989/2405 (G.I. 19).

(3) 2016 dsa 21.

(4) 1986 p. 45.

(1) 1986 c. 45.

(2) S.I. 1989/2405 (N.I. 19).

(3) 2016 asp 21.

- (s) os oes gorchymyn gweinyddu wedi ei wneud mewn cysylltiad â'r contractor o dan Atodlen B1 i Ddeddf Ansolfedd 1986 (gweinyddiaeth);
 - (t) os yw'r contractor yn bartneriaeth ac—
 - (i) bod y bartneriaeth yn cael ei diddymu gan un o'r partneriaid, neu fod unrhyw lys, tribiwnlys neu gymrodeddwr cymwys yn gorchymyn diddymu'r bartneriaeth, neu
 - (ii) bod digwyddiad yn digwydd sy'n ei gwneud yn anghyfreithlon i fusnes y bartneriaeth barhau, neu i aelodau'r bartneriaeth barhau mewn partneriaeth;
 - (u) os yw'r contractor yn ddarostyngedig i—
 - (i) gorchymyn anghymhwys o dan adran 1 o Ddeddf Anghymhwys Cyfarwyddwyr Cwmnïau 1986(1) (gorchmynion anghymhwys: cyffredinol) neu ymgymeriad anghymhwys o dan adran 1A o'r Ddeddf honno (ymgymeriadau anghymhwys: cyffredinol),
 - (ii) gorchymyn anghymhwys neu ymgymeriad anghymhwys o dan erthygl 3 (gorchmynion anghymhwys: cyffredinol) neu erthygl 4 (ymgymeriadau anghymhwys: cyffredinol) o Orchymyn Anghymhwys Cyfarwyddwyr Cwmnïau (Gogledd Iwerddon) 2002(2), neu
 - (iii) gorchymyn anghymhwys o dan adran 429(2) o Ddeddf Ansolfedd 1986 (anableddau wrth ddirymu gorchymyn gweinyddu yn erbyn unigolyn);
 - (v) os yw'r contractor wedi gwrthod cydymffurfio â chais gan y Bwrdd Iechyd Lleol i'r contractor gael ei archwilio'n feddygol am fod y Bwrdd Iechyd Lleol yn pryderu nad yw'r contractor yn gallu darparu gwasanaethau yn ddigonol o dan y contract ac, mewn achos pan fo'r contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth neu gyda chwmni, bod y Bwrdd Iechyd Lleol wedi ei fodloni bod y contractor yn cymryd camau digonol i ddelio â'r mater; neu
 - (w) os yw'r contractor neu ei gyflogeion neu ei asiantau (neu unrhyw un sy'n gweithredu ar ei ran neu ar eu rhan) yn cyflawni unrhyw
- (s) the contractor has had an administration order made in respect of the contractor under Schedule B1 to the Insolvency Act 1986 (administration);
 - (t) the contractor is a partnership and—
 - (i) the partnership is dissolved by one of the partners, or a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or
 - (ii) an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership;
 - (u) the contractor is subject to—
 - (i) a disqualification order under section 1 of the Company Directors Disqualification Act 1986(1) (disqualification orders: general) or a disqualification undertaking under section 1A of that Act (disqualification undertakings: general),
 - (ii) a disqualification order or disqualification undertaking under article 3 (disqualification orders: general) or article 4 (disqualification undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002(2), or
 - (iii) a disqualification order under section 429(2) of the Insolvency Act 1986 (disabilities on revocation of administration order against an individual);
 - (v) the contractor has refused to comply with a request by the Local Health Board for the contractor to be medically examined because the Local Health Board is concerned that the contractor is incapable of adequately providing services under the contract and, in a case where the contract is with two or more individuals practising in partnership or with a company, the Local Health Board is satisfied that the contractor is taking adequate steps to deal with the matter; or
 - (w) the contractor or its employees or agents (or anyone acting on its or their behalf) commits any prohibited act in relation to the contract

(1) 1986 p. 46.

(2) O.S. 2002/3150 (G.I. 4).

(1) 1986 c. 46.

(2) S.I. 2002/3150 (N.I. 4).

weithred wahardeddig mewn perthynas â'r contract drwy wybod i'r Bwrdd Iechyd Lleol neu yn ddiarwybod iddo.

(4) Ni chaiff y Bwrdd Iechyd Lleol derfynu'r contract o dan is-baragraff (3)(c) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r anghymhwysiad neu'r ataliad dros dro a osodwyd gan gorff trwyddedu y tu allan i'r Deyrnas Unedig yn gwneud y person yn anaddas i fod—

- (a) yn gcontractwr,
 - (b) yn bartner, yn achos contract gyda dau berson neu ragor yn ymarfer mewn partneriaeth, neu
 - (c) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau—
 - (i) yn berson y mae cyfran yn y cwmni yn eiddo cyfreithiol neu lesiannol iddo, neu
 - (ii) yn gyfarwyddwr neu'n ysgrifennydd i'r cwmni,
- yn ôl y digwydd.

(5) Ni chaiff y Bwrdd Iechyd Lleol derfynu'r contract o dan is-baragraff (3)(d)—

- (a) hyd nes bod cyfnod o 12 wythnos o leiaf wedi mynd heibio ers dyddiad diswyddo'r person o dan sylw, neu
- (b) os bydd y person o dan sylw, yn ystod y cyfnod a bennir ym mharagraff (a), yn dwyn achos mewn unrhyw dribiwnlys neu lys cymwys mewn cysylltiad â diswyddo'r person, hyd nes bod yr achos gerbron y tribiwnlys neu'r llys hwnnw wedi dod i ben,

ac ni chaiff y Bwrdd Iechyd Lleol ond terfynu'r contract ar ddiweddu y cyfnod a bennir ym mharagraff (b) os na cheir dyfarniad o ddiswyddo annheg ar ddiweddu yr achos hwnnw.

(6) Ni chaiff y Bwrdd Iechyd Lleol derfynu'r contract o dan is-baragraff (3)(h) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r euogfarn yn gwneud y person yn anaddas i fod—

- (a) yn gcontractwr,
 - (b) yn bartner, yn achos contract gyda dau berson neu ragor yn ymarfer mewn partneriaeth, neu
 - (c) yn achos contract gyda chwmni sy'n gyfyngedig drwy gyfrannau—
 - (i) yn berson y mae cyfran yn y cwmni yn eiddo cyfreithiol neu lesiannol iddo, neu
 - (ii) yn gyfarwyddwr neu'n ysgrifennydd i'r cwmni,
- yn ôl y digwydd.

with or without the knowledge of the Local Health Board.

(4) The Local Health Board must not terminate the contract under sub-paragraph (3)(c) where the Local Health Board is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be—

- (a) a contractor,
- (b) a partner, in the case of a contract with two or more persons practising in a partnership, or
- (c) in the case of a contract with a company limited by shares—
 - (i) a person legally or beneficially holding a share in the company, or
 - (ii) a director or secretary of the company,

as the case may be.

(5) The Local Health Board may not terminate the contract under sub-paragraph (3)(d)—

- (a) until a period of at least 12 weeks has elapsed since the date of the dismissal of the person concerned, or
- (b) if, during the period specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of the person's dismissal, until proceedings before that tribunal or court are concluded,

and the Local Health Board may only terminate the contract at the end of the period specified in paragraph (b) if there is no finding of unfair dismissal at the end of those proceedings.

(6) The Local Health Board must not terminate the contract under sub-paragraph (3)(h) where the Local Health Board is satisfied that the conviction does not make the person unsuitable to be—

- (a) a contractor,
- (b) a partner, in the case of a contract with two or more persons practising in partnership, or
- (c) in the case of a contract with a company limited by shares—
 - (i) a person legally or beneficially holding a share in the company, or
 - (ii) a director or secretary of the company,

as the case may be.

Terfynu gan y Bwrdd Iechyd Lleol pan fo risg ddifrifol i ddiogelwch cleifion neu pan fo risg o golled ariannol sylweddol i'r Bwrdd Iechyd Lleol

120. Caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractor yn terfynu'r contract gydag effaith ar unwaith neu o unrhyw ddyddiad a bennir yn yr hysbysiad—

- (a) os yw'r contractor wedi torri'r contract a bod risg ddifrifol i ddiogelwch cleifion y contractor o ganlyniad i'r toriad hwnnw os na therfynir y contract, neu
- (b) os yw sefyllfa ariannol y contractor yn golygu bod y Bwrdd Iechyd Lleol yn ystyried bod y Bwrdd Iechyd Lleol yn wynebu risg o gael colled ariannol sylweddol.

Terfynu gan y Bwrdd Iechyd Lleol am is-gontractio anghyfreithlon

121. Os yw'r contractor yn torri'r amod a bennir ym mharagraff 76(11) a bod y Bwrdd Iechyd Lleol yn cael gwybod bod y contractor wedi gwneud hynny, rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractor—

- (a) yn terfynu'r contract gydag effaith ar unwaith, neu
- (b) yn cyfarwyddo'r contractor i derfynu'r trefniadau is-gontractio sy'n arwain at y toriad gydag effaith ar unwaith, ac os yw'n methu â chydymffurfio â'r cyfarwyddiad, rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractor yn terfynu'r contract ar unwaith.

Terfynu gan y Bwrdd Iechyd Lleol: hysbysiadau adfer a hysbysiadau torri

122.—(1) Pan fo contractor wedi torri'r contract heblaw fel y pennir ym mharagraffau 117 i 121 a bod modd unioni'r toriad, rhaid i'r Bwrdd Iechyd Lleol, cyn cymryd unrhyw gamau y mae ganddo hawlogaeth i'w cymryd fel arall yn rhinwedd y contract, gyflwyno hysbysiad i'r contractor yn ei gwneud yn ofynnol iddo unioni'r toriad ("hysbysiad adfer").

(2) Rhaid i hysbysiad adfer bennu—

- (a) manylion y toriad,
- (b) y camau y mae rhaid i'r contractor eu cymryd er bodhod y Bwrdd Iechyd Lleol er mwyn unioni'r toriad, ac
- (c) y cyfnod y mae rhaid cymryd y camau o'i fewn ("cyfnod yr hysbysiad").

Termination by the Local Health Board where patients' safety is seriously at risk or where there is risk of material financial loss to Local Health Board

120. The Local Health Board may serve notice in writing on the contractor terminating the contract forthwith or with effect from such date as may be specified in the notice if—

- (a) the contractor has breached the contract and as a result of that breach, the safety of the contractor's patients is at serious risk if the contract is not terminated, or
- (b) the contractor's financial situation is such that the Local Health Board considers that the Local Health Board is at risk of material financial loss.

Termination by the Local Health Board for unlawful sub-contracting

121. If the contractor breaches the condition specified in paragraph 76(11) and it comes to the Local Health Board's attention that the contractor has done so, the Local Health Board must serve a notice in writing on the contractor—

- (a) terminating the contract with immediate effect, or
- (b) instructing the contractor to terminate the sub-contracting arrangements that give rise to the breach with immediate effect, and if it fails to comply with the instruction, the Local Health Board must serve a notice in writing on the contractor terminating the contract forthwith.

Termination by the Local Health Board: remedial notices and breach notices

122.—(1) Where a contractor has breached the contract other than as specified in paragraphs 117 to 121 and the breach is capable of remedy, the Local Health Board must, before taking any action it is otherwise entitled to take by virtue of the contract, serve a notice on the contractor requiring it to remedy the breach ("remedial notice").

(2) A remedial notice must specify—

- (a) details of the breach,
- (b) the steps the contractor must take to the satisfaction of the Local Health Board in order to remedy the breach, and
- (c) the period during which the steps must be taken ("the notice period").

(3) Oni bai bod y Bwrdd Iechyd Lleol wedi ei fodloni bod cyfnod byrrach yn angenrheidiol er mwyn—

- (a) amddiffyn diogelwch cleifion y contractwr, neu
- (b) ei amddiffyn ei hun rhag colled ariannol sylwedolol,

ni chaiff cyfnod yr hysbysiad fod yn llai nag 28 o ddiwrnodau o'r dyddiad y rhoddir yr hysbysiad.

(4) Pan fo Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r contractwr wedi cymryd y camau gofynnol i unioni'r toriad erbyn diwedd cyfnod yr hysbysiad, caiff y Bwrdd Iechyd Lleol derfynu'r contract gydag effaith o unrhyw ddyddiad a bennir gan y Bwrdd Iechyd Lleol mewn hysbysiad pellach i'r contractwr.

(5) Pan fo contractwr wedi torri'r contract heblaw fel y pennir ym mharagraffau 117 i 121 ac na ellir unioni'r toriad, caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad i'r contractwr yn ei gwneud yn ofynnol i'r contractwr beidio ag ailadrodd y toriad ("hysbysiad torri").

(6) Os bydd y contractwr, yn dilyn hysbysiad torri neu hysbysiad adfer—

- (a) yn ailadrodd y toriad a oedd yn destun yr hysbysiad torri neu'r hysbysiad adfer, neu
- (b) fel arall yn torri'r contract gan arwain naill ai at hysbysiad adfer neu at hysbysiad torri pellach,

caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad i'r contractwr yn terfynu'r contract gydag effaith o unrhyw ddyddiad a bennir yn yr hysbysiad hwnnw.

(7) Ni chaiff y Bwrdd Iechyd Lleol arfer ei hawl i derfynu'r contract o dan is-baragraff (6) oni bai ei fod wedi ei fodloni bod effaith gronol y toriadau yn golygu bod y Bwrdd Iechyd Lleol yn ystyried y byddai caniatáu i'r contract barhau yn niweidiol i effeithlonrwydd y gwasanaethau sydd i'w darparu o dan y contract.

(8) Os yw'r contractwr wedi torri unrhyw rwymedigaeth a bod hysbysiad torri neu hysbysiad adfer mewn cysylltiad â'r diffyg hwnnw wedi ei roi i'r contractwr, caiff y Bwrdd Iechyd Lleol gadw'n ôl neu ddidynnu arian a fyddai fel arall yn daladwy o dan y contract mewn cysylltiad â'r rhwymedigaeth honno sy'n destun y diffyg.

(3) The notice period must, unless the Local Health Board is satisfied that a shorter period is necessary to—

- (a) protect the safety of the contractor's patients, or
- (b) protect itself from material financial loss,

be no less than 28 days from the date that notice is given.

(4) Where a Local Health Board is satisfied that the contractor has not taken the required steps to remedy the breach by the end of the notice period, the Local Health Board may terminate the contract with effect from such date as the Local Health Board may specify in a further notice to the contractor.

(5) Where a contractor has breached the contract other than as specified in paragraphs 117 to 121 and the breach is not capable of remedy, the Local Health Board may serve notice on the contractor requiring the contractor not to repeat the breach ("breach notice").

(6) If, following a breach notice or a remedial notice, the contractor—

- (a) repeats the breach that was the subject of the breach notice or the remedial notice, or
- (b) otherwise breaches the contract resulting in either a remedial notice or a further breach notice,

the Local Health Board may serve notice on the contractor terminating the contract with effect from such date as may be specified in that notice.

(7) The Local Health Board must not exercise its right to terminate the contract under sub-paragraph (6) unless it is satisfied that the cumulative effect of the breaches is such that the Local Health Board considers that to allow the contract to continue would be prejudicial to the efficiency of the services to be provided under the contract.

(8) If the contractor is in breach of any obligation and a breach notice or a remedial notice in respect of that default has been given to the contractor, the Local Health Board may withhold or deduct monies which would otherwise be payable under the contract in respect of that obligation which is the subject of the default.

Terfynu gan y Bwrdd Iechyd Lleol: darpariaethau ychwanegol sy'n benodol i gcontractau gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth a chwmniâu cyfyngedig drwy gyfrannau

123.—(1) Pan fo'r contractwr yn gwmni sy'n gyfyngedig drwy gyfrannau, os caiff y Bwrdd Iechyd Lleol wybod bod y contractwr yn cynnal unrhyw fusnes y mae'r Bwrdd Iechyd Lleol yn ystyried ei fod yn niweidiol i'r modd y mae'r contractwr yn cyflawni ei rwymedigaethau o dan y contract—

- (a) mae gan y Bwrdd Iechyd Lleol hawlogaeth i roi hysbysiad i'r contractwr yn ei gwneud yn ofynnol iddo roi'r gorau i gynnal y busnes hwnnw cyn diwedd cyfnod o ddim llai nag 28 o ddiwrnodau gan ddechrau ar y diwrnod y rhoddir yr hysbysiad ("cyfnod yr hysbysiad"), a
- (b) os nad yw'r contractwr wedi bodloni'r Bwrdd Iechyd Lleol ei fod wedi rhoi'r gorau i gynnal y busnes hwnnw erbyn diwedd cyfnod yr hysbysiad, caiff y Bwrdd Iechyd Lleol, drwy hysbysiad ysgrifenedig pellach, derfynu'r contract ar unwaith neu o unrhyw ddyddiad a bennir yn yr hysbysiad.

(2) Pan fo'r contractwr yn ddau neu ragor o bersonau yn ymarfer mewn partneriaeth, mae gan y Bwrdd Iechyd Lleol hawlogaeth i derfynu'r contract drwy hysbysiad ysgrifenedig ar unrhyw ddyddiad a bennir yn yr hysbysiad hwnnw pan fo un neu ragor o'r partneriaid wedi ymadael â'r practis yn ystod bodolaeth y contract os yw'r Bwrdd Iechyd Lleol, yn ei farn resymol, yn ystyried bod y newid yn aelodaeth y bartneriaeth yn debygol o gael effaith andwyol ddifrifol ar allu'r contractwr neu'r Bwrdd Iechyd Lleol i gyflawni ei rwymedigaethau o dan y contract.

(3) Rhaid i hysbysiad a roddir i'r contractwr yn unol ag is-baragraff (2) bennu—

- (a) y dyddiad y mae'r contract i gael ei derfynu, a
- (b) rhesymau'r Bwrdd Iechyd Lleol dros ystyried bod y newid yn aelodaeth y bartneriaeth yn debygol o gael effaith andwyol ddifrifol ar allu'r contractwr neu'r Bwrdd Iechyd Lleol i gyflawni ei rwymedigaethau o dan y contract.

Sancsiynau'r contract

124.—(1) Yn y paragraff hwn a pharagraff 125, ystyr "sancsiynau'r contract" yw—

- (a) terfynu neu atal cydrwymedigaethau penodedig o dan y contract, a/neu

Termination by the Local Health Board: additional provisions specific to contracts with two or more individuals practising in partnership and companies limited by shares

123.—(1) Where the contractor is a company limited by shares, if the Local Health Board becomes aware that the contractor is carrying on any business which the Local Health Board considers to be detrimental to the contractor's performance of its obligations under the contract—

- (a) the Local Health Board is entitled to give notice to the contractor requiring that it ceases carrying on that business before the end of a period of not less than 28 days beginning on the day on which the notice is given ("the notice period"), and
- (b) if the contractor has not satisfied the Local Health Board that it has ceased carrying on that business by the end of the notice period, the Local Health Board may, by a further written notice, terminate the contract forthwith or from such date as may be specified in the notice.

(2) Where the contractor is two or more persons practising in partnership, the Local Health Board is entitled to terminate the contract by notice in writing on such date as may be specified in that notice where one or more partners have left the practice during the existence of the contract if in its reasonable opinion, the Local Health Board considers that the change in membership of the partnership is likely to have a serious adverse impact on the ability of the contractor or the Local Health Board to perform its obligations under the contract.

(3) A notice given to the contractor pursuant to subparagraph (2) must specify—

- (a) the date upon which the contract is to be terminated, and
- (b) the Local Health Board's reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the contractor or the Local Health Board to perform its obligations under the contract.

Contract sanctions

124.—(1) In this paragraph and paragraph 125, "contract sanction" means—

- (a) termination or suspension of specified reciprocal obligations under the contract; and/or

(b) cadw'n ôl neu ddidynnu arian sy'n daladwy fel arall o dan y contract.

(2) Yn ddarostyngedig i is-baragraff (4), pan fo gan y Bwrdd Iechyd Lleol hawlogaeth i derfynu'r contract o dan baragraffau 118, 119, 120, 122(4) neu 122(6) neu 123, caiff y Bwrdd Iechyd Lleol yn hytrach osod unrhyw un neu ragor o sancsiynau'r contract os yw wedi ei fodloni'n rhesymol fod y sancsiwn contract sydd i'w osod yn briodol ac yn gymesur â'r amgylchiadau sy'n arwain at hawlogaeth y Bwrdd Iechyd Lleol i derfynu'r contract.

(3) Os yw'r Bwrdd Iechyd Lleol yn penderfynu gosod sancsiwn contract, rhaid iddo hysbysu'r contractwr yn ysgrifenedig am y sancsiwn contract y mae'n bwriadu ei osod, y dyddiad y mae'r sancsiwn hwnnw i'w osod a darparu esboniad yn yr hysbysiad hwnnw o effaith gosod y sancsiwn hwnnw.

(4) Yn ddarostyngedig i baragraff 125, ni chaiff y Bwrdd Iechyd Lleol osod y sancsiwn contract hyd nes bod o leiaf 28 o ddiwrnodau wedi mynd heibio, gan ddechrau â'r dyddiad y cyflwynodd hysbysiad i'r contractwr yn unol ag is-baragraff (5) oni bai bod y Bwrdd Iechyd Lleol wedi ei fodloni ei bod yn angenrheidiol gwneud hynny er mwyn—

- (a) amddiffyn diogelwch cleifion y contractwr,
- (b) sicrhau parhad gofal cleifion y contractwr, neu
- (c) ei amddiffyn ei hun rhag colled ariannol sylweddol.

(5) Pan fo'r Bwrdd Iechyd Lleol yn gosod sancsiwn contract, rhaid i'r contractwr ddarparu pob gwybodaeth a chymorth i'r Bwrdd Iechyd Lleol, drwy gydol y cyfnod y mae'r sancsiwn contract yn gymwys, yn unol â gofynion rhesymol y Bwrdd Iechyd Lleol.

(6) Pan fo'r Bwrdd Iechyd Lleol yn gosod sancsiwn contract, mae gan y Bwrdd Iechyd Lleol hawlogaeth i godi ar y contractwr y costau rhesymol y mae'r Bwrdd Iechyd Lleol wedi mynd iddynt er mwyn gosod y sancsiwn contract, neu o ganlyniad i osod y sancsiwn contract.

Sancsiynau'r contract a gweithdrefn datrys anghydfodau'r GIG

125.—(1) Os ceir anghydfod rhwng y Bwrdd Iechyd Lleol a'r contractwr mewn perthynas â sancsiwn contract y mae'r Bwrdd Iechyd Lleol yn bwriadu ei osod, ni chaiff y Bwrdd Iechyd Lleol, yn ddarostyngedig i is-baragraff (4), osod y sancsiwn contract arfaethedig ac eithrio o dan yr amgylchiadau a bennir yn is-baragraff (2)(a) neu (b).

(b) withholding or deducting monies otherwise payable under the contract.

(2) Subject to sub-paragraph (4), where the Local Health Board is entitled to terminate the contract under paragraphs 118, 119, 120, 122(4) or 122(6) or 123, it may instead impose any of the contract sanctions if the Local Health Board is reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the Local Health Board's entitlement to terminate the contract.

(3) If the Local Health Board decides to impose a contract sanction, it must notify the contractor in writing of the contract sanction that it proposes to impose, the date upon which that sanction is to be imposed and provide in that notice an explanation of the effect of the imposition of that sanction.

(4) Subject to paragraph 125, the Local Health Board must not impose the contract sanction until at least 28 days have elapsed, beginning with the date on which it served notice on the contractor pursuant to sub-paragraph (5) unless the Local Health Board is satisfied that it is necessary to do so in order to—

- (a) protect the safety of the contractor's patients,
- (b) ensure continuity of care for the contractor's patients, or
- (c) protect itself from material financial loss.

(5) Where the Local Health Board imposes a contract sanction, the contractor must provide all information and assistance to the Local Health Board, throughout the period that the contract sanction applies, as the Local Health Board may reasonably require.

(6) Where the Local Health Board imposes a contract sanction, the Local Health Board is entitled to charge the contractor the reasonable costs that the Local Health Board has incurred in order to impose, or as a result of imposing, the contract sanction.

Contract sanctions and the NHS dispute resolution procedure

125.—(1) If there is a dispute between the Local Health Board and the contractor in relation to a contract sanction that the Local Health Board is proposing to impose, the Local Health Board must not, subject to sub-paragraph (4), impose the proposed contract sanction except in the circumstances specified in sub-paragraph (2)(a) or (b).

(2) Os yw'r contractor yn atgyfeirio'r anghydfod ynglŷn â'r sancsiwn contract at weithdrefn datrys anghydfodau'r GIG o fewn 28 o ddiwrnodau gan ddechrau â'r dyddiad y cyflwynodd y Bwrdd Iechyd Lleol hysbysiad i'r contractor yn unol â pharagraff 124(3) (neu unrhyw gyfnod hwy y cytunir arno'n ysgrifenedig gyda'r Bwrdd Iechyd Lleol), a'i fod yn hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig ei fod wedi gwneud hynny, ni chaiff y Bwrdd Iechyd Lleol osod y sancsiwn contract oni bai—

- (a) bod penderfyniad wedi ei wneud ar yr anghydfod yn unol â pharagraff 106 a bod y penderfyniad hwnnw'n caniatâu i'r Bwrdd Iechyd Lleol osod y sancsiwn contract, neu
- (b) bod y contractor yn rhoi'r gorau i ddilyn gweithdrefn datrys anghydfodau'r GIG,
pa un bynnag sydd gyntaf.

(3) Os nad yw'r contractor yn troi at weithdrefn datrys anghydfodau'r GIG o fewn yr amser a bennir yn is-baragraff (2), mae gan y Bwrdd Iechyd Lleol hawlogaeth i osod y sancsiwn contract ar unwaith.

(4) Os yw'r Bwrdd Iechyd Lleol yn fodlon ei bod yn angenrheidiol gosod y sancsiwn contract cyn i weithdrefn datrys anghydfodau'r GIG ddod i ben er mwyn—

- (a) amddiffyn diogelwch cleifion y contractor, neu
- (b) ei amddiffyn ei hun rhag colled ariannol sylweddol,

mae gan y Bwrdd Iechyd Lleol hawlogaeth i osod y sancsiwn contract ar unwaith, wrth aros canlyniad y weithdrefn honno.

Terfynu a gweithdrefn datrys anghydfodau'r GIG

126.—(1) Pan fo gan y Bwrdd Iechyd Lleol hawlogaeth i gyflwyno hysbysiad ysgrifenedig i'r contractor yn terfynu'r contract yn unol â pharagraff 118, 119, 120, 122(4) neu 122(6) neu 123, rhaid i'r Bwrdd Iechyd Lleol, yn yr hysbysiad a gyflwynir i'r contractor yn unol â'r darpariaethau hynny, bennu dyddiad y mae'r contract yn terfynu arno nad yw'n llai nag 28 o ddiwrnodau ar ôl y dyddiad y mae'r Bwrdd Iechyd Lleol wedi cyflwyno'r hysbysiad hwnnw i'r contractor oni bai bod is-baragraff (2) yn gymwys.

(2) Mae'r is-baragraff hwn yn gymwys os yw'r Bwrdd Iechyd Lleol wedi ei fodloni bod angen cyfnod o lai nag 28 o ddiwrnodau er mwyn—

- (a) amddiffyn diogelwch cleifion y contractor, neu
- (b) ei amddiffyn ei hun rhag colled ariannol sylweddol.

(2) If the contractor refers the dispute relating to the contract sanction to the NHS dispute resolution procedure within 28 days beginning with the date on which the Local Health Board served notice on the contractor in accordance with paragraph 124(3) (or such longer period as may be agreed in writing with the Local Health Board), and notifies the Local Health Board in writing that it has done so, the Local Health Board must not impose the contract sanction unless—

- (a) there has been a determination of the dispute pursuant to paragraph 106 and that determination permits the Local Health Board to impose the contract sanction, or
- (b) the contractor ceases to pursue the NHS dispute resolution procedure,

whichever is the sooner.

(3) If the contractor does not invoke the NHS dispute resolution procedure within the time specified in subparagraph (2), the Local Health Board is entitled to impose the contract sanction with immediate effect.

(4) If the Local Health Board is satisfied that it is necessary to impose the contract sanction before the NHS dispute resolution procedure is concluded in order to—

- (a) protect the safety of the contractor's patients, or
- (b) protect itself from material financial loss,

the Local Health Board is entitled to impose the contract sanction forthwith, pending the outcome of that procedure.

Termination and the NHS dispute resolution procedure

126.—(1) Where the Local Health Board is entitled to serve written notice on the contractor terminating the contract pursuant to paragraph 118, 119, 120, 122(4) or 122(6) or 123(2), the Local Health Board must, in the notice served on the contractor pursuant to those provisions, specify a date on which the contract terminates that is not less than 28 days after the date on which the Local Health Board has served that notice on the contractor unless sub-paragraph (2) applies.

(2) This sub-paragraph applies if the Local Health Board is satisfied that a period less than 28 days is necessary in order to—

- (a) protect the safety of the contractor's patients, or
- (b) protect itself from material financial loss.

(3) Mewn achos sy'n dod o fewn is-baragraff (1) pan na fo'r eithriad yn is-baragraff (2) yn gymwys, pan fo'r contractwr yn troi at weithdrefn datrys anghydfodau'r GIG cyn diwedd cyfnod yr hysbysiad y cyfeirir ato yn is-baragraff (1), a'i fod yn hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig ei fod wedi gwneud hynny, nid yw'r contract yn terfynu ar ddiwedd cyfnod yr hysbysiad ond yn hytrach mae'n terfynu o dan yr amgylchiadau a bennir yn is-baragraff (4) yn unig.

(4) Nid yw'r contract yn terfynu ond—

- (a) os oes penderfyniad wedi ei wneud a phan fo penderfyniad wedi ei wneud ar yr anghydfod yn unol â pharagraff 106 a bod y penderfyniad hwnnw'n caniatâu i'r Bwrdd Iechyd Lleol derfynu'r contract, neu
- (b) os bydd y contractwr yn rhoi'r gorau a phan fydd y contractwr yn rhoi'r gorau i ddilyn gweithdrefn datrys anghydfodau'r GIG,

pa un bynnag sydd gyntaf.

(5) Os yw'r Bwrdd Iechyd Lleol wedi ei fodloni ei bod yn angenrheidiol terfynu'r contract cyn i weithdrefn datrys anghydfodau'r GIG ddod i ben er mwyn—

- (a) amddiffyn diogelwch cleifion y contractwr, neu
- (b) ei amddiffyn ei hun rhag colled ariannol sylwedol,

nid yw is-baragraffau (3) a (4) yn gymwys ac mae gan y Bwrdd Iechyd Lleol hawlogaeth i gadarnhau, drwy hysbysiad ysgrifenedig sydd i'w gyflwyno i'r contractwr, fod y contract i derfynu serch hynny ar ddiwedd cyfnod yr hysbysiad a gyflwynwyd ganddo yn unol â pharagraff 118, 119, 120, 122(4) neu 122(6) neu 123(2).

Ymgynghori â'r Pwyllgor Meddygol Lleol

127.—(1) Pryd bynnag y bo'r Bwrdd Iechyd Lleol yn ystyried—

- (a) terfynu'r contract yn unol â pharagraffau 118, 119, 120, 122(4) neu 122(6) neu 123,
- (b) pa un o blith yr hysbysiadau ysgrifenedig eraill sydd ar gael o dan ddarpariaethau paragraff 121 y bydd yn ei gyflwyno, neu
- (c) gosod sancsiwn contract,

rhaid iddo, pryd bynnag y bo'n rhesymol ymarferol gwneud hynny, ymgynghori â'r Pwyllgor Meddygol Lleol ar gyfer ei ardal cyn iddo derfynu'r contract, cyflwyno hysbysiad ysgrifenedig neu osod sancsiwn contract.

(3) In a case falling within sub-paragraph (1) where the exception in sub-paragraph (2) does not apply, where the contractor invokes the NHS dispute resolution procedure before the end of the period of notice referred to in sub-paragraph (1), and it notifies the Local Health Board in writing that it has done so, the contract does not terminate at the end of the notice period but instead only terminates in the circumstances specified in sub-paragraph (4).

(4) The contract only terminates if and when—

- (a) there has been a determination of the dispute pursuant to paragraph 106 and that determination permits the Local Health Board to terminate the contract, or
- (b) the contractor ceases to pursue the NHS dispute resolution procedure,

whichever is the sooner.

(5) If the Local Health Board is satisfied that it is necessary to terminate the contract before the NHS dispute resolution procedure is concluded in order to—

- (a) protect the safety of the contractor's patients, or
- (b) protect itself from material financial loss,

sub-paragraphs (3) and (4) do not apply and the Local Health Board is entitled to confirm, by written notice to be served on the contractor, that the contract is to nevertheless terminate at the end of the period of the notice it served pursuant to paragraph 118, 119, 120, 122(4) or 122(6) or 123(2).

Consultation with the Local Medical Committee

127.—(1) Whenever the Local Health Board is considering—

- (a) terminating the contract pursuant to paragraph 118, 119, 120, 122(4) or 122(6) or 123,
- (b) which of the alternative notices in writing available under the provisions of paragraph 121 it will serve, or
- (c) imposing a contract sanction,

it must, whenever it is reasonably practicable to do so, consult the Local Medical Committee for its area before it terminates the contract, serves a notice in writing or imposes a contract sanction.

(2) Pa un a ymgynghorwyd â'r Pwyllgor Meddygol Lleol yn unol ag is-baragraff (1) ai peidio, pryd bynnag y bo'r Bwrdd Iechyd Lleol yn gosod sancsiwn contract ar gontactwr neu'n terfynu contract yn unol â'r Rhan hon, rhaid iddo, cyn gynted ag y bo'n rhesymol ymarferol, hysbysu'r Pwyllgor Meddygol Lleol yn ysgrifenedig am y sancsiwn contract a osodir neu ei hysbysu bod y contract wedi ei derfynu (yn ôl y digwydd).

RHAN 12

Amrywiol

Llywodraethu clinigol

128.—(1) Rhaid i'r contractwr gael system effeithiol o llywodraethu clinigol ar waith sy'n cynnwys gweithdrefnau gweithredu safonol priodol mewn perthynas â rheoli a defnyddio cyffuriau a reolir.

(2) Rhaid i'r contractwr enwebu person sydd â chyfrifoldeb am sicrhau bod y system llywodraethu clinigol yn cael ei gweithredu'n effeithiol.

(3) Rhaid i'r contractwr ymgymryd â thrafodaethau ac adolygiadau gan gymheiriaid ar ddigwyddiadau clinigol sydd wedi digwydd yn y practis a'r gwasanaethau lleol.

(4) Mae elfennau'r 'system llywodraethu clinigol' yn cynnwys, ymhlieth pethau eraill, fod y contractwr—

- (a) yn ymgymryd â'r canlynol bob blwyddyn erbyn 31 Mawrth—
 - (i) yr Offeryn Hunanasesu Practisau ar gyfer Llywodraethu Clinigol, a
 - (ii) y Pecyn Cymorth Llywodraethu Gwybodaeth, ac yn cyflwyno tystiolaeth ei fod wedi eu cwblhau i'r Bwrdd Iechyd Lleol, ar gais, a
- (b) yn cydymffurfio â'r Fframwaith Sicrwydd ac â defnydd y Bwrdd Iechyd Lleol o'r Fframwaith Sicrwydd hwnnw mewn perthynas â'r contractwr.

(5) Rhaid i'r person a enwebir o dan is-baragraff (2) fod yn berson sy'n cyflawni gwasanaethau o dan y contract neu'n rheoli'r cyflawni hwnnw.

(6) Yn y paragraff hwn—

mae i "cyffuriau a reolir" ("controlled drugs") yr ystyr a roddir i "controlled drugs" yn adrann 2 o Ddeddf Camddefnyddio Cyffuriau 1971 (sy'n ymwneud â chyffuriau a reolir a'u dosbarthiad at ddibenion y Ddeddf honno);

(2) Whether or not the Local Medical Committee has been consulted pursuant to sub-paragraph (1), whenever the Local Health Board imposes a contract sanction on a contractor or terminates a contract pursuant to this Part, it must, as soon as reasonably practicable, notify the Local Medical Committee in writing of the contract sanction imposed or of the termination of the contract (as the case may be).

PART 12

Miscellaneous

Clinical governance

128.—(1) The contractor must have in place an effective system of clinical governance which includes appropriate standard operating procedures in relation to the management and use of controlled drugs.

(2) The contractor must nominate a person who has responsibility for ensuring the effective operation of the system of clinical governance.

(3) The contractor must engage in discussion and peer review of clinical incidents that have occurred within the practice and local services.

(4) Components of the 'system of clinical governance' include, but are not limited to, the contractor—

- (a) undertaking annually by 31 March—
 - (i) the Clinical Governance Practice Self-Assessment Tool, and
 - (ii) the Information Governance Toolkit,

and submitting evidence of completion to the Local Health Board on request, and

- (b) complying with the Assurance Framework and the Local Health Board's use of that Assurance Framework in relation to the contractor.

(5) The person nominated under sub-paragraph (2) must be a person who performs or manages performance of services under the contract.

(6) In this paragraph—

"system of clinical governance" ("system llywodraethu clinigol") means a framework through which the contractor endeavours continuously to improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish;

ystyr “system llywodraethu clinigol” (“*system of clinical governance*”) yw fframwaith y mae’r contractwr yn ymdrechu’n barhaus drwyddo i wella ansawdd ei wasanaethau ac i ddiogelu safonau gofal uchel drwy greu amgylchedd y gall rhagoriaeth glinigol ffynnu ynddo.

Cydweithredu ag Addysg a Gwella Iechyd Cymru

129. Rhaid i'r contractwr gydweithredu ag Addysg a Gwella Iechyd Cymru pan fo Addysg a Gwella Iechyd Cymru yn cyflawni swyddogaethau y mae Gweinidogion Cymru wedi ei gyfarwyddo i'w harfer—

- (a) sy'n ymwneud â darparu gwasanaethau o dan Ran 4 o'r Ddeddf, neu
- (b) sy'n ymwneud â phersonau sydd wedi eu cyflogi neu eu cymryd ymlaen, neu sy'n ystyried dod yn gyflogedig neu'n ystyried cael eu cymryd ymlaen, mewn unrhyw weithgaredd sy'n ymwneud neu sy'n gysylltiedig â darparu gwasanaethau o dan Ran 4 o'r Ddeddf.

Yswiriant

130.—(1) Rhaid i'r contractwr gael trefniant indemniad mewn grym bob amser mewn perthynas ag ef ei hun sy'n darparu yswiriant priodol o dan y contract.

(2) Ni chaiff y contractwr is-gontactio ei rwymedigaethau i ddarparu gwasanaethau clinigol o dan y contract oni bai ei fod wedi ei fodloni ei hun bod gan yr is-gontactwr drefniant indemniad ar waith mewn perthynas ag ef ei hun sy'n darparu yswiriant priodol.

(3) Rhaid i'r Bwrdd Iechyd Lleol, i'r graddau y mae'n ystyried ei bod yn rhesymol ac i'r graddau y gellir ei ad-dalu yn unol â'r Cynllun Esgeuluster Clinigol ar gyfer Ymddiriedolaethau'r GIG a Byrddau Iechyd Lleol a sefydlwyd gan reoliad 3 o Reoliadau 2019, indemnio'r contractwr mewn perthynas ag atebolrwyddau cymwys y contractwr hwnnw fel y'u pennir yn rheoliad 9(4) o Reoliadau 2019, ar yr amod—

- (a) bod y contractwr yn cydymffurfio â phrotocol rheoli hawliadau'r Bwrdd Iechyd Lleol ar gyfer contractwyr (fel y'i diwygir o dro i dro), a
- (b) nad oes gan y contractwr unrhyw drefniant indemniad arall mewn grym mewn cysylltiad â gwasanaethau clinigol y mae'r contractwr yn eu darparu o dan y contract ar yr adeg y cododd yr atebolrwydd cymwys.

“controlled drugs” (“*cyffuriau a reolir*”) has the meaning given in section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act).

Co-operation with Health Education and Improvement Wales

129. The contractor must co-operate with Health Education and Improvement Wales where Health Education and Improvement Wales is discharging functions it has been directed to exercise by the Welsh Ministers relating to—

- (a) the provision of services under Part 4 of the Act, or
- (b) persons who are employed or engaged, or who are considering becoming employed or engaged, in any activity which involves or is connected with the provision of services under Part 4 of the Act.

Insurance

130.—(1) The contractor must at all times have in force in relation to it an indemnity arrangement which provides appropriate cover under the contract.

(2) The contractor must not sub-contract its obligations to provide clinical services under the contract unless it has satisfied itself that the subcontractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

(3) The Local Health Board, to the extent it considers reasonable and to the extent it may be reimbursed in accordance with the Clinical Negligence Scheme for NHS Trusts and Local Health Boards established by regulation 3 of the 2019 Regulations, must indemnify the contractor in respect of that contractor's qualifying liabilities as specified in regulation 9(4) of the 2019 Regulations, provided the contractor—

- (a) complies with the Local Health Board's claims management protocol for contractors (as amended from time to time); and
- (b) does not have any other indemnity arrangement in force in connection with clinical services which the contractor provides under the contract at the time the qualifying liability arose.

(4) At ddibenion y paragraff hwn, bennir bod gan gontactwr drefniant indemniad ar waith mewn perthynas ag ef ei hun—

- (a) os oes trefniant indemniad mewn gym mewn perthynas â pherson a gyflogir neu a gymerir ymlaen ganddo mewn cysylltiad â gwasanaethau clinigol y mae'r person hwnnw'n eu darparu o dan y contract neu, yn ôl y digwydd, is-gontact, neu
- (b) ar gyfer ei atebolrwyddau cymwys a bennir yn rheoliad 9(4) o Reoliadau 2019, i'r graddau y darperir ar eu cyfer o dan is-baragraff (3).

(5) Yn y paragraff hwn—

ystyr "Rheoliadau 2019" ("the 2019 Regulations") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Cynllun Esgeuluster Clinigol) (Cymru) 2019(1);

ystyr "trefniant indemniad" ("indemnity arrangement") yw contract yswiriant neu drefniant arall a wneir at ddiben indemnio'r contactwr;

ystyr "yswiriant priodol" ("appropriate cover") yw yswiriant rhag atebolrwyddau y gall y contactwr fynd iddynt wrth gyflawni gwasanaethau clinigol o dan y contract, sy'n briodol, o roi sylw i natur a maint y risgau wrth gyflawni'r gwasanaethau hynny.

(4) For the purposes of this paragraph a contractor is regarded as having in force in relation to it an indemnity arrangement—

- (a) if there is an indemnity arrangement in force in relation to a person employed or engaged by it in connection with clinical services which that person provides under the contract or, as the case may be, sub-contract, or
- (b) for its qualifying liabilities specified in regulation 9(4) of the 2019 Regulations, to the extent provided for under sub-paragraph (3).

(5) In this paragraph—

"the 2019 Regulations" ("Rheoliadau 2019") means the National Health Service (Clinical Negligence Scheme) (Wales) Regulations 2019(1);

"appropriate cover" ("yswiriant priodol") means cover against liabilities that may be incurred by the contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;

"indemnity arrangement" ("trefniant indemniad") means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor.

Public liability insurance

131. Rhaid i'r contactwr bob amser ddal yswiriant atebolrwydd cyhoeddus digonol mewn perthynas ag atebolrwyddau tuag at drydydd partïon sy'n codi o dan y contract neu mewn cysylltiad â'r contract ac nad ydynt yn dod o dan y trefniant indemniad y cyfeirir ato ym mharagraff 130.

131. The contractor must at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the contract which are not covered by the indemnity arrangement referred to in paragraph 130.

Rhoddion

132.—(1) Rhaid i'r contactwr gadw cofrestr o roddion—

- (a) a roddir i unrhyw un neu ragor o'r personau a bennir yn is-baragraff (2) gan neu ar ran—
 - (i) claf,
 - (ii) perthynas i glaf, neu

Gifts

132.—(1) The contractor must keep a register of gifts which—

- (a) are given to any of the persons specified in sub-paragraph (2) by or on behalf of—
 - (i) a patient,
 - (ii) a relative of a patient, or

(1) O.S. 2019/422 (Cy. 97).

(1) S.I. 2019/422 (W. 97).

- (iii) unrhyw berson a ddarparodd wasanaethau neu sy'n dymuno darparu gwasanaethau i'r contractwr neu ei gleifion mewn cysylltiad â'r contract, a
- (b) sydd â gwerth unigol o fwy na £100.00, ym marn resymol y contractwr.
- (2) Y personau y cyfeirir atynt yn is-baragraff (1) yw—
- (a) y contractwr,
 - (b) pan fo'r contract yn gontract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, unrhyw bartner,
 - (c) pan fo'r contract yn gontract gyda chwmni sy'n gyfyngedig drwy gyfrannau—
 - (i) unrhyw berson sy'n dal cyfran yn y cwmni yn gyfreithiol neu'n llesiannol, neu
 - (ii) cyfarwyddwr neu ysgrifennydd i'r cwmni,
 - (d) unrhyw berson a gyflogir gan y contractwr at ddibenion y contract,
 - (e) unrhyw ymarferydd meddygol cyffredinol a gymerir ymlaen gan y contractwr at ddibenion y contract,
 - (f) unrhyw briod neu bartner sifil i gontractwr (pan fo'r contractwr yn ymarferydd meddygol unigol) neu i berson a bennir ym mharagraffau (b) i (e), neu
 - (g) unrhyw berson y mae gan ei berthynas â chontractwr (pan fo'r contractwr yn ymarferydd meddygol unigol) neu â pherson a bennir ym mharagraffau (b) i (e) nodweddion y berthynas rhwng dau briod.
- (3) Nid yw is-baragraff (1) yn gymwys—
- (a) pan fo seiliau rhesymol dros gredu nad yw'r rhodd yn gysylltiedig â gwasanaethau a ddarparwyd neu sydd i'w darparu gan y contractwr,
 - (b) pan na fo'r contractwr yn ymwybodol o'r rhodd, neu
 - (c) pan na fo'r contractwr yn ymwybodol bod y rhoddwr yn dymuno darparu gwasanaethau i'r contractwr neu ei gleifion.
- (4) Rhaid i'r contractwr gymryd camau rhesymol i sicrhau ei fod yn cael gwybod am roddion sy'n dod o fewn is-baragraff (1) ac a roddir i'r personau a bennir yn is-baragraff (2)(b) i (g).
- (5) Rhaid i'r gofrestr y cyfeirir ati yn is-baragraff (1) gynnwys yr wybodaeth a ganlyn—
- (a) enw'r rhoddwr,
- (iii) any person who provided or wishes to provide services to the contractor or its patients in connection with the contract, and
- (b) have, in its reasonable opinion, an individual value of more than £100.00.
- (2) The persons referred to in sub-paragraph (1) are—
- (a) the contractor,
 - (b) where the contract is with two or more individuals practising in partnership, any partner;
 - (c) where the contract is with a company limited with shares—
 - (i) any person legally or beneficially holding a share in the company, or
 - (ii) a director or secretary of the company,
 - (d) any person employed by the contractor for the purposes of the contract,
 - (e) any general medical practitioner engaged by the contractor for the purposes of the contract,
 - (f) any spouse or civil partner of a contractor (where the contractor is an individual medical practitioner) or of a person specified in paragraphs (b) to (e), or
 - (g) any person whose relationship with a contractor (where the contractor is an individual medical practitioner) or with a person specified in paragraphs (b) to (e) has the characteristics of the relationship between spouses.
- (3) Sub-paragraph (1) does not apply where—
- (a) there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the contractor,
 - (b) the contractor is not aware of the gift, or
 - (c) the contractor is not aware that the donor wishes to provide services to the contractor or its patients.
- (4) The contractor must take reasonable steps to ensure that it is informed of gifts which fall within sub-paragraph (1) and which are given to the persons specified in sub-paragraph (2)(b) to (g).
- (5) The register referred to in sub-paragraph (1) must include the following information—
- (a) the name of the donor,

- (b) mewn achos pan fo'r rhoddwr yn glaf, rhif Gwasanaeth Iechyd Gwladol y claf neu, os nad yw'r rhif yn hysbys, gyfeiriad y claf,
 - (c) mewn unrhyw achos arall, cyfeiriad y rhoddwr,
 - (d) natur y rhodd,
 - (e) amcangyfrif o werth y rhodd, ac
 - (f) enw'r person neu'r personau a dderbyniodd y rhodd.
- (6) Rhaid i'r contractor drefnu bod y gofrestr ar gael i'r Bwrdd Iechyd Lleol ar gais.

Y Ddeddf Llwgrwobrwyd

133.—(1) Ni chaiff y contractor gyflawni unrhyw weithred waharddedig.

(2) Os yw'r contractor neu ei gyflogeion neu ei asiantau (neu unrhyw un sy'n gweithredu ar ei ran neu ar eu rhan) yn cyflawni unrhyw weithred waharddedig mewn perthynas â'r contract drwy wybod i'r Bwrdd Iechyd Lleol neu yn ddiarwybod iddo, mae gan y Bwrdd Iechyd Lleol hawlogaeth—

- (a) i arfer ei hawl i derfynu o dan baragraff 119 ac i adennill oddi ar y contractor swm unrhyw golled sy'n deillio o'r terfyniad,
- (b) i adennill swm neu werth unrhyw rodd, cydnabyddiaeth neu gomisiwn o dan sylw oddi ar y contractor, ac
- (c) i adennill oddi ar y contractor unrhyw golled neu draul a gafwyd o ganlyniad i gyflawni'r weithred waharddedig neu gyflawni'r drosedd.

Hysbysebu gwasanaethau preifat

134. Rhaid i gontractwr sy'n cynnig gwasanaethau preifat, nad ydynt ar gael i gleifion drwy'r GIG, hysbysebu'r gwasanaethau preifat hynny yn glir ac ar wahân i'r gwasanaethau sydd ar gael o dan y contract.

Cydymffurfio â deddfwriaeth a chanllawiau

135. Rhaid i'r contractor gydymffurfio (a rhaid i'r contractor sicrhau bod y rhai y mae'n eu cyflogi neu'n eu cymryd ymlaen yn cydymffurfio)—

- (a) â'r holl ddeddfwriaeth berthnasol, a
- (b) â'r holl ganllawiau a chodau ymarfer perthnasol a ddyroddir o bryd i'w gilydd gan—
 - (i) y Bwrdd Iechyd Lleol, Gweinidogion Cymru neu awdurdodau lleol mewn cysylltiad ag arfer eu swyddogaethau o dan y Ddeddf, neu

- (b) in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, the patient's address,
- (c) in any other case, the address of the donor,
- (d) the nature of the gift,
- (e) the estimated value of the gift, and
- (f) the name of the person or persons who received the gift.

(6) The contractor must make the register available to the Local Health Board on request.

Bribery Act

133.—(1) The contractor must not commit any prohibited act.

(2) If the contractor or its employees or agents (or anyone acting on its or their behalf) commits any prohibited act in relation to the contract with or without the knowledge of the Local Health Board, the Local Health Board is entitled to—

- (a) exercise its right to terminate under paragraph 119 and to recover from the contractor the amount of any loss resulting from the termination,
- (b) recover from the contractor the amount or value of any gift, consideration or commission concerned, and
- (c) recover from the contractor any loss or expense sustained in consequence of the carrying out of the prohibited act or the commission of the offence.

Advertising private services

134. A contractor who offers private services which are not available to patients through the NHS must advertise those private services clearly and separately to the services available under the contract.

Compliance with legislation and guidance

135.—(1) The contractor must comply (and the contractor must ensure that those it employs or engages comply) with—

- (a) all relevant legislation, and
- (b) all relevant guidance and codes of practice issued from time to time by—
 - (i) the Local Health Board, Welsh Ministers or local authorities in respect of the exercise of their functions under the Act, or

- (ii) unrhyw gorff rheoleiddio neu oruchwyllo.
- (2) Rhaid i'r contractwr ddarparu'r gwasanaethau o dan y contract mewn modd sy'n cynorthwyo'r Bwrdd Iechyd Lleol i gydymffurfio a'r Safonau Iechyd a Gofal a'r Canllawiau ar y Ddyletswydd Ansawdd sy'n gosod y safonau hynny.

Hawliau trydydd parti

136. Ni chaiff y contract greu unrhyw hawl a all gael ei gorfodi gan unrhyw berson nad yw'n barti iddo.

ATODLEN 4 Atodlen 3 paragraph 84(1)

Darparu gwybodaeth i gleifion

Gwybodaeth sydd i'w chynnwys ar adnodd ar-lein y practis ac ar daflen ysgrifenedig y practis

1. Rhaid i adnodd ar-lein contractwr a thaflen ysgrifenedig y practis gynnwys—

- (a) enw'r contractwr;
- (b) yn achos contract gyda phartneriaeth—
 - (i) pa un a yw'n bartneriaeth gyfyngedig ai peidio, a
 - (ii) enwau'r holl bartneriaid ac, yn achos partneriaeth gyfyngedig, eu statws fel partner cyffredinol neu bartner cyfyngedig;
- (c) yn achos contract gyda chwmni—
 - (i) enwau'r cyfarwyddwyr, ysgrifennydd y cwmni, a chyfranddalwyr y cwmni hwnnw, a
 - (ii) cyfeiriad swyddfa gofrestredig y cwmni;
- (d) enw llawn pob person sy'n cyflawni gwasanaethau o dan y contract;
- (e) yn achos pob proffesiynolyn gofal iechyd sy'n cyflawni gwasanaethau o dan y contract, cymwysterau proffesiynol y proffesiynolyn gofal iechyd;
- (f) pa un a yw'r contractwr yn ymgymryd ag addysgu neu hyfforddi proffesiynolion gofal iechyd neu bersonau sy'n bwriadu dod yn broffesiynolion gofal iechyd;
- (g) ardal practis y contractwr, drwy gyfeirio at fraslun, plan neu god post;
- (h) cyfeiriad pob un o'r mangroedd practis;
- (i) rhifau ffôn a ffacs y contractwr a chyfeiriad ei adnodd ar-lein;

- (ii) any regulatory or supervisory body.

(2) The contractor must provide the services under the contract in a manner that assists the Local Health Board to comply with the Health and Care Standards and Duty of Quality Guidance in which those standards are set.

Third party rights

136. The contract must not create any right enforceable by any person who is not a party to it.

SCHEDULE 4 Schedule 3 paragraph 84(1)

Provision of information to patients

Information to be included on a practice's online resource and written practice leaflet

1. A contractor's online resource and written practice leaflet must include—

- (a) the name of the contractor;
- (b) in the case of a contract with a partnership—
 - (i) whether or not it is a limited partnership, and
 - (ii) the names of all the partners and, in the case of a limited partnership, their status as a general or limited partner;
- (c) in the case of a contract with a company—
 - (i) the names of the directors, the company secretary and the shareholders of that company, and
 - (ii) the address of the company's registered office;
- (d) the full name of each person performing services under the contract;
- (e) in the case of each health care professional performing services under the contract the health care professional's professional qualifications;
- (f) whether the contractor undertakes the teaching or training of health care professionals or persons intending to become health care professionals;
- (g) the contractor's practice area, by reference to a sketch diagram, plan or postcode;
- (h) the address of each of the practice premises;
- (i) the contractor's telephone and fax numbers and the address of its online resource;

- (j) pa un a yw'r mynediad i'r mangreoedd practis yn addas ar gyfer cleifion anabl ac, os nad yw, y trefniadau amgen ar gyfer darparu gwasanaethau i gleifion o'r fath;
- (k) sut i gofrestru fel claf;
- (l) hawl cleifion i fynegi hoff ddewis am ymarferydd yn unol â pharagraff 27 o Atodlen 3 a'r dull o fynegi hoff ddewis o'r fath;
- (m) y gwasanaethau sydd ar gael o dan y contract;
- (n) oriau agor mangreoedd practis a'r dull o gael mynediad at wasanaethau drwy gydol yr oriau craidd;
- (o) y meini prawf ar gyfer ymweliadau cartref a'r dull o gael ymweliad o'r fath;
- (p) yr ymgyngoriadau sydd ar gael i gleifion o dan reoliad 17 a Rhan 1 o Atodlen 3;
- (q) y trefniadau ar gyfer gwasanaethau yn ystod y cyfnod y tu allan i oriau (pa un a yw'r contractwr yn eu darparu ai peidio) a sut y gall y claf gysylltu â gwasanaethau o'r fath;
- (r) os nad yw'r gwasanaethau yn is-baragraff (q) yn cael eu darparu gan y contractwr, yffaith bod y Bwrdd Iechyd Lleol y cyfeirir ato ym mharagraff (bb) yn gyfrifol am gomisiunu'r gwasanaethau;
- (s) enw a chyfeiriad unrhyw ganolfan galw i mewn leol;
- (t) rhif ffôn GIG 111 Cymru a manylion GIG 111 Cymru ar-lein;
- (u) y dull y mae cleifion i'w ddilyn i gael presripsiynau amlroddadwy;
- (v) os yw'r contractwr yn cynnig gwasanaethau amlragnodi, y trefniadau ar gyfer darparu gwasanaethau o'r fath;
- (w) os yw'r contractwr yn gweinyddu, y trefniadau ar gyfer gweinyddu presripsiynau yn ddarostyngedig i baragraff 60(2)(b);
- (x) sut y gall cleifion nodi pryder neu wneud cwyn yn unol â'r darpariaethau yn Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011, neu wneud sylwadau ar ddarpariaeth gwasanaethau'r contractor;
- (y) hawliau a chyfrifoldebau'r claf, gan gynnwys cadw apwytiadau;
- (z) y camau y caniateir eu cymryd pan fo claf yn ymddwyn yn dreisgar neu'n gamdriniol tuag at y contractwr neu ei staff neu bersonau eraill yn y fangre practis neu yn y man lle y darperir triniaeth o dan y contract neu bersonau eraill a bennir ym mharagraff 30 o Atodlen 3;
- (j) whether the practice premises have suitable access for disabled patients and, if not, the alternative arrangements for providing services to such patients;
- (k) how to register as a patient;
- (l) the right of patients to express a preference of practitioner in accordance with paragraph 27 of Schedule 3 and the means of expressing such a preference;
- (m) the services available under the contract;
- (n) the opening hours of the practice premises and the method of obtaining access to services throughout the core hours;
- (o) the criteria for home visits and the method of obtaining such a visit;
- (p) the consultations available to patients under regulation 17 and Part 1 of Schedule 3;
- (q) the arrangements for services in the out of hours period (whether or not provided by the contractor) and how the patient may contact such services;
- (r) if the services in sub-paragraph (q) are not provided by the contractor, the fact that the Local Health Board referred to in paragraph (bb) is responsible for commissioning the services;
- (s) the name and address of any local walk-in centre;
- (t) the telephone number of NHS 111 Wales and details of NHS 111 Wales online;
- (u) the method by which patients are to obtain repeat prescriptions;
- (v) if the contractor offers repeatable prescribing services, the arrangements for providing such services;
- (w) if the contractor is a dispensing contractor, the arrangements for dispensing prescriptions subject to paragraph 60(2)(b);
- (x) how patients may notify a concern or complaint in accordance with the provisions of the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011, or comment on the provision of the contractor's services;
- (y) the rights and responsibilities of the patient, including keeping appointments;
- (z) the action that may be taken where a patient is violent or abusive to the contractor or his staff or other persons on the practice premises or in the place where treatment is provided under the contract or other persons specified in paragraph 30 of Schedule 3;

- (aa) manylion pwy sydd â mynediad at wybodaeth am gleifion (gan gynnwys gwybodaeth y gellir canfod pwy yw'r unigolyn ohoni), hawliau'r claf mewn perthynas â datgelu gwybodaeth o'r fath a sut y gall cleifion gyrchu hysbysiad preifatrwydd neu bolisi preifatrwydd y contractorwr;
- (bb) enw, cyfeiriad a rhif ffôn y Bwrdd Iechyd Lleol sy'n barti i'r contract ac y gellir cael manylion gwasanaethau meddygol sylfaenol yn yr ardal oddi wrtho; ac
- (cc) y ffioedd a godir ar gyfer gwasanaethau nad ydynt yn wasanaethau'r GIG nad ydynt yn wasanaethau preifat.

ATODLEN 5 Rheoliad 32

Diwygiadau canlyniadol

1.—(1) Mae Rheoliadau'r Gwasanaeth Iechyd Gwladol (Rhestri Cyflawnwyr) (Cymru) 2004(1) wedi eu diwygio fel a ganlyn.

(2) Yn rheoliad 2 (dehongli ac addasu), yn y diffiniad o "Medical Regulations", yn lle "Regulations 1992" rhodder "(Wales) Regulations 2023".

(3) Yn rheoliad 23(2)(a) (cais am gynnwys person mewn rhestr o gyflawnwyr meddygol), yn lle "7(2) or (11)" rhodder "10(6)".

2.—(1) Mae Rheoliadau'r Gwasanaeth Iechyd Gwladol (Gwasanaethau Fferyllol) (Cymru) 2020(2) wedi eu diwygio fel a ganlyn.

(2) Yn rheoliad 2 (dehongli)—

- (a) ym mharagraff (1) yn y diffiniad o—
 - (i) "enw amherchnogol priodol"—
 - (aa) yn lle "42(2)" rhodder "56(2)", a
 - (bb) yn lle "6" rhodder "3";
 - (ii) "Rheoliadau GMC", yn lle "2004" rhodder "2023";
 - (iii) "rhestr cleifion"—
 - (aa) yn lle "14" rhodder "22", a
 - (bb) yn lle "6" rhodder "3";

- (aa) details of who has access to patient information (including information from which the identity of the individual can be ascertained), the patient's rights in relation to disclosure of such information and how patients can access the contractor's privacy notice or privacy policy;
- (bb) the name, address and telephone number of the Local Health Board which is a party to the contract and from whom details of primary medical services in the area may be obtained; and
- (cc) the fees charged for non-NHS services that are not private services.

SCHEDULE 5 Regulation 32

Consequential amendments

1.—(1) The National Health Service (Performers Lists) (Wales) Regulations 2004(1) are amended as follows.

(2) In regulation 2 (interpretation and modification) in the definition of "Medical Regulations" for "Regulations 1992" substitute "(Wales) Regulations 2023".

(3) In regulation 23(2)(a) (application for inclusion in a medical performers list) for "7(2) or (11)" substitute "10(6)".

2.—(1) The National Health Service (Pharmaceutical Services) (Wales) Regulations 2020(2) are amended as follows.

(2) In regulation 2 (interpretation)—

- (a) in paragraph (1) in the definition of—
 - (i) "appropriate non-proprietary name" for—
 - (aa) "42(2)" substitute "56(2)", and
 - (bb) "6" substitute "3";
 - (ii) "GMS Regulations" for "2004" substitute "2023";
 - (iii) "patient list" for—
 - (aa) "14" substitute "22", and
 - (bb) "6" substitute "3";

(1) O.S. 2004/1020 (Cy. 117), a ddiwygiwyd gan O.S. 2006/358 (Cy. 46), O.S. 2006/945, O.S. 2008/1425 (Cy. 147), O.S. 2010/22, O.S. 2013/235, O.S. 2016/101 (Cy. 49). Mae diwygiadau eraill ond nid yw'r un ohonynt yn berthnasol.

(2) O.S. 2020/1073 (Cy. 241).

(1) S.I. 2004/1020 (W. 117), amended by S.I. 2005/258, S.I. 2006/358 (W. 46), S.I. 2006/945, S.I. 2008/1425 (W. 147), S.I. 2010/22, S.I. 2013/235, S.I. 2016/101 (W. 49). There are other amendments but none are relevant.

(2) S.I. 2020/1073 (W. 241).

- (iv) “rhagnodydd amlroddadwy”, ym mhob lle y mae’n digwydd—
 - (aa) yn lle “40” rhodder “53”, a
 - (bb) yn lle “6” rhodder “3”;
 - (b) ym mharagraff (3)(b)—
 - (i) yn lle “47 i 51” rhodder “60 a 61”, a
 - (ii) yn lle “6” rhodder “3”.
- (3) Yn Atodlen 7—
- (a) ym mharagraff 5 (gweinyddu cyffuriau a chyfarpar a archebwyd gan y meddyg fferyllol)—
 - (i) yn is-baragraff (a), yn lle “baragraff 39 o Atodlen 6” rhodder “baragraffau 49 a 50 o Atodlen 3”, a
 - (ii) yn is-baragraff (c), yn lle “42(2) o Atodlen 6” rhodder “56 o Atodlen 3”;
 - (b) ym mharagraff 9(1) (ffioedd a chodi tâl), yn lle “reoliad 24 o’r Rheoliadau GMC ac Atodlen 5 i’r Rheoliadau hynny” rhodder “reoliadau 21 a 22 o’r Rheoliadau GMC”;
 - (c) ym mharagraff 10 (cwynion a phryderon)—
 - (i) yn is-baragraff (1)(a), yn lle “baragraffau 89A a 90 o Atodlen 6” rhodder “baragraff 102 o Atodlen 3”, a
 - (ii) yn is-baragraff (2), yn lle “95 o Atodlen 6” rhodder “103 o Atodlen 3”.
- (iv) “repeatable prescriber” in each place it occurs for—
 - (aa) “40” substitute “53”, and
 - (bb) “6” substitute “3”;
- (b) in paragraph (3)(b) for—
 - (i) “47 to 51” substitute “60 and 61”, and
 - (ii) “6” substitute “3”.
- (3) In Schedule 7—
- (a) in paragraph 5 (dispensing of drugs and appliances ordered by the dispensing doctor)—
 - (i) in subparagraph (a) for “paragraph 39 of Schedule 6” substitute “paragraphs 49 and 50 of Schedule 3”, and
 - (ii) in subparagraph (c) for “42(2) of Schedule 6” substitute “56 of Schedule 3”;
 - (b) in paragraph 9(1) (fees and charges) for “regulation 24 of, and Schedule 5 to,” substitute “regulations 21 and 22 of”;
 - (c) in paragraph 10 (complaints and concerns)—
 - (i) in subparagraph (1)(a) for “paragraphs 89A and 90 of Schedule 6” substitute “paragraph 102 of Schedule 3”, and
 - (ii) in subparagraph (2) for “95 of Schedule 6” substitute “103 of Schedule 3”.

ATODLEN 6 Rheoliad 33

Dirymiadau

1. Mae Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Meddygol Cyffredinol) (Cymru) 2004 wedi eu dirymu.

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Argraffwyd a chyhoeddwyd yn y DU gan Y Llyfrfa Cyf dan awdurdod a goruchwyliaeth Jeff James, Rheolwr Llyfrfa Ei Fawrhydi ac Argraffydd Deddfau Senedd y Brenin.

SCHEDULE 6 Regulation 33

Revocations

1. The National Health Service (General Medical Services Contracts) (Wales) Regulations 2004 are revoked.

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