OFFERYNNAU STATUDOL CYMRU

2026 Rhif 37

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026

Gwnaed *9 Chwefror 2026*

Yn dod i rym yn unol â rheoliad 1(2)

WELSH STATUTORY INSTRUMENTS

2026 No. 37

The National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026

Made *9 February 2026*

Coming into force in accordance with regulation 1(2)

OFFERYNNAU STATUDOL CYMRU

2026 Rhif 37

Y GWASANAETH IECHYD GWLADOL, CYMRU

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026

NODYN ESBONIADOL

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

Mae'r Rheoliadau hyn yn nodi, o ran Cymru, y fframwaith ar gyfer contractau gwasanaethau deintyddol cyffredinol o dan adran 57 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006 ("y Ddeddf").

Mae Rhan 2 o'r Rheoliadau yn rhagnodi'r amodau y mae rhaid i gontractwr, yn unol ag adran 59 o'r Ddeddf, eu bodloni cyn y caiff y Bwrdd Iechyd Lleol ymrwymo i gontract gwasanaethau deintyddol cyffredinol ag ef.

Mae Rhan 3 o'r Rheoliadau yn rhagnodi'r weithdrefn ar gyfer datrys anghydfodau cyn contract, yn unol ag adran 62(2) o'r Ddeddf. Mae Rhan 3 yn gymwys i achosion pan nad yw'r contractwr yn gorff gwasanaeth iechyd. Mewn achosion pan fo'r contractwr yn gorff o'r fath, nodir y weithdrefn ar gyfer ymdrin ag anghydfodau cyn contract yn adran 7 o'r Ddeddf.

Mae Rhan 4 o'r Rheoliadau yn nodi'r gweithdrefnau, yn unol ag adran 62(3) o'r Ddeddf, y caiff contractwr sicrhau statws corff gwasanaeth iechyd drwyddynt.

Mae Rhan 5 o'r Rheoliadau (ac Atodlenni 1 i 5 iddynt) yn rhagnodi'r telerau y mae rhaid, yn unol ag adrannau 61 a 62 o'r Ddeddf, eu cynnwys mewn contract gwasanaethau deintyddol cyffredinol (yn ogystal â'r rhai a gynhwysir yn y Ddeddf). Mae'n cynnwys, yn rheoliad 14, ddisgrifiad o'r gwasanaethau y mae rhaid eu darparu i gleifion o dan gontractau gwasanaethau deintyddol cyffredinol yn unol ag adran 58 o'r Ddeddf.

Mae'r telerau rhagnodedig yn cynnwys telerau sy'n ymwneud â'r canlynol—

(a) partïon a hyd y contract (rheoliadau 10 a 13);

(b) y gwasanaethau gorfodol i'w darparu (rheoliad 14) a chyfrannau safonol y gwasanaethau hynny (rheoliad 17);

(c) adroddiadau cyflenwi (rheoliadau 20 a 24);

(d) cyllid (rheoliad 30);

(e) taliadau, ffioedd a buddiannau ariannol (rheoliad 31);

(f) trefniadau pan derfynir contract (rheoliad 32);

(g) telerau contractiol eraill fel y'u pennir yn Atodlen 3, gan gynnwys cofnodion cleifion, darparu gwybodaeth a hawliau mynediad, pryderon, datrys anghydfodau a gweithdrefnau ar gyfer amrywio a therfynu contractau.

Mae Rhan 6 o'r Rheoliadau yn gwneud darpariaethau trosiannol. Mae gan gontract presennol effaith ar ac ar ôl 1 Ebrill 2026 fel pe bai yn gontract yr ymrwymwyd iddo o dan y Rheoliadau hyn.

Mae rheoliad 31 ac Atodlen 5 yn nodi'r modd y mae ffioedd cleifion i gael eu casglu a'u cyfrifo yn ogystal ag yn darparu ar gyfer esemptiadau o dan rai amgylchiadau.

Mae'r Rheoliadau hefyd yn gwneud diwygiadau i Reoliadau'r Gwasanaeth Iechyd Gwladol (Ffioedd Deintyddol) (Cymru) 2006 er mwyn newid y modd y cyfrifir ffioedd cleifion.

Mae'r Rheoliadau hyn hefyd yn gwneud diwygiadau i Reoliadau'r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006 er mwyn alinio'r modd y darperir ar gyfer gwasanaethau gorfodol a ffioedd cleifion yn y Rheoliadau hynny.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Asesiadau Effaith Rheoleiddiol mewn perthynas â'r Rheoliadau hyn. O ganlyniad, lluniwyd asesiad effaith rheoleiddiol o'r costau a'r manteision sy'n debygol o ddeillio o gydymffurfio â'r Rheoliadau hyn. Gellir cael copi oddi wrth: Y Grŵp Iechyd a Gwasanaethau Cymdeithasol, Llywodraeth Cymru, Parc Cathays, Caerdydd, CF10 3NQ.

O F F E R Y N N A U S T A T U D O L C Y M R U

2026 Rhif 37

Y GWASANAETH IECHYD GWLADOL, CYMRU

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026

Gwnaed *9 Chwefror 2026*

Yn dod i rym yn unol â rheoliad 1(2)

CYNNWYS

Mae Gweinidogion Cymru yn gwneud y Rheoliadau hyn drwy arfer y pwerau a roddir gan adrannau 2, 56(5) a (6), 57, 58, 59, 60(2), 61, 62, 63(1), 66(1) a (4), 125(1), 126(5) a 203(9) a (10) o Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006(**1**).

(**1**) 2006 p. 42.

RHAN 1
CYFFREDINOL

Enwi, dod i rym a chymhwyso

1.—(1) Enw'r Rheoliadau hyn yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026.

(2) Daw'r Rheoliadau hyn i rym ar 11 Mawrth 2026, ac eithrio rheoliadau 42 a 43 sy'n dod i rym ar 1 Ebrill 2026.

(3) Mae'r Rheoliadau hyn yn gymwys o ran Cymru.

Dehongli

2.—(1) Yn y Rheoliadau hyn—

ystyr "ACORN" ("*ACORN*") yw'r pecyn cymorth Asesiad o Risgiau ac Anghenion Clinigol y Geg fel y'i diffinnir gan Weinidogion Cymru ac a gyhoeddir gan Iechyd Cyhoeddus Cymru(**2**);

ystyr "adenilliad ariannol" ("*financial recovery*") yw adenilliad gan Fwrdd Iechyd Lleol o symiau sydd eisoes wedi eu talu i gontractwr am wasanaethau gorfodol y mae'r contractwr wedi methu â'u cyflenwi, sef adenilliad o hyd at 100% o werth y tanberfformiad pan fo'r cyflenwad yn disgyn islaw 95%;

ystyr "adroddiad cyflenwi blynyddol" ("*annual delivery report*") yw adroddiad a ddarperir gan Fwrdd Iechyd Lleol i gontractwr o fewn 20 niwrnod clir i ddiwedd y flwyddyn gontract, sy'n nodi canran y gwasanaethau gorfodol a gyflenwyd gan y contractwr ym mhob categori yn ystod y flwyddyn gontract honno, a phan fo'r cyflenwad yn disgyn islaw 95% neu'n fwy na 100%, sy'n nodi'r canlyniadau ariannol gan gynnwys unrhyw addasiad ariannol neu adenilliad ariannol sydd i'w gymhwyso, neu unrhyw daliad cydnabyddiaeth ychwanegol sy'n ddyledus i'r contractwr;

ystyr "adroddiad cyflenwi interim" ("*interim delivery report*") yw adroddiad a ddarperir gan Fwrdd Iechyd Lleol i gontractwr erbyn diwedd y seithfed mis o'r flwyddyn gontract, sy'n nodi canran y gwasanaethau gorfodol a gyflenwyd gan y contractwr ym mhob categori fel ar ddiwedd y chweched mis o'r flwyddyn gontract, a phan fo'r cyflenwad yn disgyn islaw 40%, sy'n nodi'r diffyg ac unrhyw addasiad ariannol canol blwyddyn arfaethedig;

ystyr "aelod o deulu" ("*family member*") yw—

(a) priod,

(b) partner sifil,

(c) person y mae i'w berthynas â'r claf cofrestredig nodweddion y berthynas rhwng pâr priod neu bartneriaid sifil,

(d) rhiant neu lys-riant,

(e) mab,

(f) merch,

(g) plentyn y mae'r person—

(**2**) https://gofalsylfaenolun.gig.cymru/pynciau/gofal-deintyddol-sylfaenol1/rhaglen-diwygior-yng-nghymru/adnoddau-ar-gyfer-timau-clinigol/

(i) yn warcheidwad iddo,

(ii) yn ofalwr iddo sydd wedi ei awdurdodi'n briodol gan yr awdurdod lleol y traddodwyd y plentyn i'w ofal o dan Ddeddf 1989, neu

(h) tad-cu/taid neu fam-gu/nain;

ystyr "anghymhwysiad cenedlaethol" ("*national disqualification*") yw—

(a) penderfyniad a wneir gan y Tribiwnlys Haen Gyntaf o dan adran 159 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006(**3**),

(b) penderfyniad o dan ddarpariaethau sydd mewn grym yn yr Alban neu yng Ngogledd Iwerddon sy'n cyfateb i adran 159 o Ddeddf y Gwasanaeth Iechyd Gwladol 2006, neu

(c) penderfyniad o dan reoliadau a wneir yn unol ag adran 63 o Ddeddf 2006 (personau sy'n cyflawni gwasanaethau deintyddol sylfaenol);

ystyr "apwyntiad adalw" ("*recall appointment*") yw archwiliad deintyddol rheolaidd a ddarperir i glaf gweithredol ar ôl ysbaid a benderfynir gan y contractwr yn unol â chanllaw CG19 NICE, sef ysbaid o rhwng 3 a 24 o fisoedd ar sail categori risg iechyd geneuol y claf (risg isel, cymedrol neu uchel), at ddiben monitro iechyd geneuol y claf a darparu gofal ataliol;

ystyr "apwyntiad gofal brys" ("*urgent care appointment*") yw apwyntiad a ddarperir o fewn 72 awr i glaf y mae arno angen gofal deintyddol prydlon oherwydd poen, anghysur, trawma neu haint acíwt, neu, pan na fo'n briodol yn glinigol darparu triniaeth o fewn yr amserlen honno, cyn gynted ag y bo'n rhesymol ymarferol wedi hynny;

ystyr "archwiliad ac asesiad cychwynnol" ("*initial examination and assessment*") yw archwiliad ac asesiad o glaf sy'n cynnwys—

(a) archwiliad clinigol sy'n cynnwys cwblhau asesiad ACORN, adolygiad o anghenion meddygol a deintyddol y claf a'i anghenion o ran ffordd o fyw ac o ran hygyrchedd, archwiliad geneuol clinigol gan gynnwys asesiad periodontol, canfod pydredd, ac archwiliad o feinweoedd meddal, ac archwiliad o'r dannedd a thriniaethau adferol presennol, archwiliad radiograffyddol pan fo rheswm clinigol amdano, asesiad o achludiad ac archwiliad o'r cymal arleisiol-fandiblol pan fo rheswm clinigol amdano, a

(b) asesiad sy'n cynnwys dyrannu risg (isel, cymedrol neu uchel), darparu cyngor ataliol wedi ei deilwra a hybu iechyd geneuol, llunio pecyn gofal wedi ei bersonoli neu gyfuniad o becynnau gofal pan fo triniaeth yn angenrheidiol, a chofnodion clinigol cynhwysfawr a mesurau canlyniadau;

ystyr "archwiliad clinigol" ("*clinical examination*") yw apwyntiad sy'n cynnwys archwiliad o iechyd geneuol claf pan na fo triniaeth hefyd yn cael ei darparu yn yr apwyntiad hwnnw;

ystyr "asesiad claf newydd" ("*new patient assessment*") yw asesiad a gynhelir yn unol â pharagraff 10 o Ran 2 o Atodlen 1;

ystyr "blaenoriaethau cenedlaethol" ("*national priorities*") yw gwasanaethau a ddarperir yn unol â'r Cynllun Blaenoriaethau Cenedlaethol a nodir yn Rhan 5 o

(**3**) Amnewidiwyd geiriau adran 159 gan Orchymyn Trosglwyddo Swyddogaethau Tribiwnlysoedd 2010 (O.S. 2010/22), Atodlen 2, paragraff 119(a) a (b) a Deddf Iechyd a Gofal Cymdeithasol 2012 (p. 7), adran 208(4)(b) ac Atodlen 4(7) paragraff 85(6)(a) a (b); a diddymwyd adran 1(a)(b) gan Ddeddf Iechyd a Gofal Cymdeithasol 2012 (p. 7), Rhan 6, adran 208(4)(a).

Atodlen 1 ac a gyfarwyddir gan Weinidogion Cymru o dan adran 60(3)(b)(i) o Ddeddf 2006;

ystyr "Bwrdd Iechyd Lleol" ("*Local Health Board*") yw Bwrdd Iechyd Lleol a sefydlwyd o dan adran 11 o Ddeddf 2006, sy'n barti, neu'n ddarpar barti, i'r contract;

ystyr "carchar" ("*prison*") yw unrhyw sefydliad a ddefnyddir ar gyfer carcharu'n gyfreithlon unrhyw unigolion sydd wedi eu dedfrydu neu eu remandio gan y llysoedd ac mae'n cynnwys sefydliad troseddwyr ifanc, canolfan hyfforddi ddiogel, cartref diogel i blant, a charchar y llynges, y fyddin neu'r awyrlu;

ystyr "claf" ("*patient*") yw person y mae'r contractwr yn darparu gwasanaethau iddo o dan y contract;

ystyr "claf gweithredol" ("*active patient*") yw claf sydd wedi cael cwrs o driniaeth gan y contractwr yn ystod y 36 mis blaenorol a bod y cwrs o driniaeth hwnnw naill ai wedi ei fandio o dan Reoliadau (Ffioedd) 2006 neu becyn gofal neu asesiad claf newydd;

ystyr "cofnod claf" ("*patient record*") yw cofnod (ar bapur neu ar ffurf electronig) a gynhelir gan y contractwr at ddiben cofnodi triniaeth a ddarperir i glaf;

ystyr "cofrestr deintyddion" ("*dentists register*") yw'r gofrestr y cyfeirir ati yn adran 14(1) o Ddeddf 1984(**4**);

ystyr "cofrestr o broffesiynolion gofal deintyddol" ("*register of dental care professionals*") yw'r gofrestr a gynhelir gan y Cyngor Deintyddol Cyffredinol o dan adran 36B o Ddeddf 1984 (y gofrestr o broffesiynolion gofal deintyddol)(**5**);

ystyr "contract" ("*contract*"), ac eithrio pan fo'r cyd-destun yn mynnu fel arall, yw contract gwasanaethau deintyddol cyffredinol o dan adran 57 o Ddeddf 2006 (contractau gwasanaethau deintyddol cyffredinol: rhagarweiniol);

mae i "contract GIG" yr un ystyr ag a roddir i "NHS contract" yn adran 7 o Ddeddf 2006;

ystyr "contractwr" ("*contractor*") yw unrhyw berson sy'n ymrwymo, neu sydd wedi ymrwymo, i gontract gyda'r Bwrdd Iechyd Lleol;

ystyr "corff gwasanaeth iechyd" ("*health service body*") yw—

(a) Bwrdd Iechyd Lleol, ymddiriedolaeth GIG neu Awdurdod Iechyd Arbennig a sefydlwyd o dan Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006, a

(b) unrhyw gorff cyfatebol sy'n arfer swyddogaethau sy'n cyfateb i swyddogaethau Bwrdd Iechyd Lleol, ymddiriedolaeth GIG neu Awdurdod Iechyd Arbennig, ac sy'n cynnwys yn benodol gyrff a elwid ar yr adeg berthnasol yn—

(i) Awdurdod Iechyd Strategol,

(ii) Ymddiriedolaeth Gofal Sylfaenol,

(iii) Grŵp Comisiynu Clinigol, neu

(**4**) 1984 p. 24. Amnewidiwyd adran 14(1) gan O.S. 2005/2011, erthyglau 2(1) a 6, ac fe'i diwygiwyd gan O.S. 2007/3101, rheoliadau 109 a 111, a chan O.S. 2019/593, rheoliad 4(1) a pharagraffau 2, a 4(a) ac (c) o Atodlen 3.

(**5**) Mewnosodwyd adran 36B gan Orchymyn Deddf Deintyddion 1984 (Diwygio) 2005 (O.S. 2005/2011), Rhan 4, erthygl 29, ac amnewidiwyd geiriad adran 36B(1A) gan Reoliadau Cymwysterau Ewropeaidd (Y Proffesiynau Iechyd a Gofal Cymdeithasol) (Diwygio etc.) (Ymadael â'r UE) 2019 (O.S. 2019/593), Atodlen 3(1), paragraff 18.

(iv) System Gofal Integredig,

neu unrhyw gorff sy'n olynu neu'n disodli'r cyrff hynny ac sy'n cyflawni swyddogaethau sy'n cyfateb yn sylweddol;

ystyr "corff trwyddedu" ("*licensing body*") yw unrhyw gorff sy'n trwyddedu neu'n rheoleiddio'r proffesiynau gofal iechyd;

ystyr "corfforaeth ddeintyddol" ("*dental corporation*") yw corff corfforedig sy'n cynnal busnes deintyddiaeth yn unol â Deddf 1984;

ystyr "cwblhau" ("*complete*") mewn perthynas â chwrs o driniaeth a phecyn gofal, yw—

(a) pan na fo rhaid darparu cynllun triniaeth mewn cysylltiad â chwrs o driniaeth yn unol â pharagraff 7 o Atodlen 3 (cynlluniau triniaeth), bod yr holl driniaeth a argymhellwyd i'r claf gan y contractwr, ac y cytunwyd arni gyda'r claf, yn yr archwiliad a'r asesiad cychwynnol o'r claf hwnnw wedi ei darparu i'r claf, neu

(b) pan fo rhaid darparu cynllun triniaeth i'r claf yn unol â pharagraff 7 o Atodlen 3, bod yr holl driniaeth a bennir yn y cynllun hwnnw gan y contractwr (neu'r cynllun hwnnw fel y'i diwygiwyd yn unol â pharagraff 7(3) o'r Atodlen honno) wedi ei darparu i'r claf;

ystyr "cwrs o driniaeth" ("*course of treatment*") yw—

(a) archwiliad cychwynnol o'r claf, asesiad o iechyd geneuol y claf, a chynllunio unrhyw driniaeth sydd i'w darparu i'r claf hwnnw o ganlyniad i'r archwiliad cychwynnol hwnnw a'r asesiad hwnnw yn rhan o becyn gofal ac fel y nodir mewn cynllun triniaeth o dan baragraff 7 o Atodlen 3, a

(b) darparu unrhyw driniaeth a gynllunnir o dan becyn neu becynnau gofal (gan gynnwys unrhyw driniaeth a gynllunnir ar adeg heblaw adeg yr archwiliad cychwynnol) i'r claf hwnnw;

ystyr "cyfarpar deintyddol" ("*dental appliance*") yw dant gosod neu bont ac, at ddibenion y diffiniad hwn, mae dant gosod yn cynnwys argaead;

ystyr "cyfarwyddwr" ("*director*") yw—

(a) cyfarwyddwr corff corfforedig, neu

(b) aelod o'r corff o bersonau sy'n rheolaethu corff corfforedig (pa un a yw'n bartneriaeth atebolrwydd cyfyngedig ai peidio);

mae "cyfarwyddwr corff corfforedig" ("*director of a body corporate*") yn cynnwys aelod o'r corff o bersonau sy'n rheolaethu corff corfforedig (pa un a yw'n bartneriaeth atebolrwydd cyfyngedig ai peidio);

ystyr "cyfarwyddyd wrth aros am ymchwiliad" ("*direction pending an investigation*") yw cyfarwyddyd a ddyroddir gan reoleiddiwr sy'n gosod gofynion, cyfyngiadau neu amodau ar gofrestriad, cwmpas ymarfer, neu swyddogaethau person at ddiben diogelu'r cyhoedd, buddiannau'r cyhoedd, neu fuddiannau'r person hwnnw, ar gyfer cyfnod pan mae ymchwiliad i'r person hwnnw yn cael ei gynnal;

ystyr "cyfnod gwarant" ("*guarantee period*") yw—

(a) mewn perthynas â phecyn gofal safonol, 24 mis sy'n dechrau â'r dyddiad y darparwyd y driniaeth adferol neu'r driniaeth, neu

(b) mewn perthynas â phecyn gofal brys a gyflenwir yn ystod apwyntiad gofal brys, 12 mis sy'n dechrau â'r dyddiad y darparwyd y driniaeth adferol neu'r driniaeth;

mae i "cyfrifoldeb rhiant" yr un ystyr ag a roddir i "parental responsibility" yn adrannau 2 a 3 o Ddeddf 1989;

ystyr "cynllun triniaeth atgyfeirio" ("*referral treatment plan*") yw cynllun triniaeth a ddarperir yn unol â pharagraff 7(1) o Atodlen 3 neu'r cynllun hwnnw fel y'i hamrywir yn unol â pharagraff 7(3) o'r Atodlen honno;

ystyr "dadrestru" ("*de-listing*") yw claf sy'n peidio â bod yn glaf gweithredol am nad yw wedi mynd i bractis lle y mae'n glaf gweithredol am gyfnod hwy nag 36 o fisoedd neu am ei fod wedi ei ddileu o restr y practis hwnnw o gleifion gweithredol o ganlyniad i gymhwyso paragraff 15 o Atodlen 1 neu baragraffau 4 a 5 o Atodlen 3;

ystyr "darparwr gwasanaeth perthnasol arall" ("*other relevant service provider*") yw darparwr gwasanaethau deintyddol sylfaenol o dan Ran 1 o Ddeddf 2006 (heblaw contractwr arall neu ysbyty) y gellir atgyfeirio claf ato i gael gwasanaethau gorfodol uwch, gwasanaethau cartref neu wasanaethau tawelyddu;

ystyr "Deddf 1984" ("*the 1984 Act*") yw Deddf Deintyddion 1984(**6**);

ystyr "Deddf 1986" ("*the 1986 Act*") yw Deddf Ansolfedd 1986(**7**);

ystyr "Deddf 1989" ("*the 1989 Act*") yw Deddf Plant 1989(**8**);

ystyr "Deddf 2006" ("*the 2006 Act*") yw Deddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006;

ystyr "deintydd" ("*dentist*") yw proffesiynolyn deintyddol cofrestredig fel y'i cydnabyddir gan y Cyngor Deintyddol Cyffredinol;

ystyr "deintyddfa symudol" ("*mobile surgery*"), ac eithrio pan ddarperir yn benodol fel arall yn y Rheoliadau hyn, yw unrhyw gerbyd y mae gwasanaethau o dan y contract i'w darparu ynddo;

ystyr "dyfarnwr" ("*adjudicator*") yw Gweinidogion Cymru neu berson neu bersonau a benodir gan Weinidogion Cymru o dan adran 7(8) o Ddeddf 2006 (contractau GIG) neu baragraff 54(4) o Atodlen 3 (gweithdrefn datrys anghydfodau'r GIG) i'r Rheoliadau hyn;

ystyr "Ffi GIG" ("*NHS Charge*") yw ffi a godir ar y claf am ddarparu gwasanaethau yn unol â Rheoliadau (Ffioedd) 2006 neu'r Rheoliadau hyn;

ystyr "ffurflen bresgripsiwn" ("*prescription form*") yw dogfen ysgrifenedig neu electronig, a ddyroddir gan ragnodydd awdurdodedig, sy'n cofnodi'r cynnyrch meddyginiaethol, y cyfarpar deintyddol, neu'r eitem arall sydd i'w gyflenwi neu ei chyflenwi i glaf, ac sydd wedi ei chwblhau, ei llofnodi, neu ei dilysu yn unol ag unrhyw ofynion a osodir gan y Bwrdd Iechyd Lleol at ddiben galluogi gweinyddu cyfreithlon;

ystyr "gofal brys" ("*urgent care*") yw triniaeth i leddfu poen a/neu i atal problem ddeintyddol benodol rhag dirywio'n sylweddol, gyda'r nod o ddarparu datrysiad hirdymor, pan fo'n bosibl;

(**6**) 1984 p. 24.
(**7**) 1986 p. 45.
(**8**) 1989 p. 41.

ystyr "gofynion rheoleiddiol proffesiynol" ("*professional regulatory requirements*") yw'r dyletswyddau, y safonau, y cymwyseddau a'r rhwymedigaethau a osodir ar ddeintyddion a phroffesiynolion gofal deintyddol gan y Cyngor Deintyddol Cyffredinol fel y rheoleiddiwr statudol, gan gynnwys cydymffurfedd â gofynion y Cyngor yn ymwneud â chofrestru, cwmpas ymarfer, ymddygiad proffesiynol, datblygiad proffesiynol parhaus, addasrwydd i ymarfer, ac unrhyw reolau neu safonau eraill a ddyroddir gan y Cyngor Deintyddol Cyffredinol o bryd i'w gilydd;

ystyr "Gorchymyn 2005" ("*the 2005 Order*") yw Gorchymyn Deddf Deintyddion 1984 (Diwygio) 2005(**9**);

ystyr "gorchymyn atal dros dro interim" ("*interim suspension order*") yw mesur sy'n dileu person cofrestredig o'r gofrestr dros dro wrth aros i ymchwiliad ac unrhyw wrandawiad disgyblu dilynol gael eu cwblhau;

ystyr "gwasanaeth atgyfeirio" ("*referral service*") yw un neu ragor o wasanaethau gorfodol uwch, gwasanaethau cartref neu wasanaethau tawelyddu a ddarperir i glaf sydd, yn ystod cwrs o driniaeth, wedi ei atgyfeirio gan y contractwr at ddarparwr gwasanaethau deintyddol sylfaenol o dan Ran 1 o Ddeddf 2006, ar gyfer darparu un neu ragor o'r gwasanaethau hynny fel rhan o'r cwrs o driniaeth hwnnw;

ystyr "gwasanaethau atal" ("*prevention services*") yw gwasanaethau a ddarperir i atal clefydau geneuol a hybu iechyd geneuol, gan gynnwys cyngor ataliol wedi ei deilwra, addysg iechyd geneuol, cyngor ynghylch deiet a ffordd o fyw, defnyddio fflworid, selyddion rhychau, ac ymyriadau ataliol eraill sy'n seiliedig ar dystiolaeth, fel y'u nodir yn Rhan 4 o Atodlen 1;

ystyr "gwasanaethau cartref" ("*domiciliary services*") yw cwrs o driniaeth, neu ran o gwrs o driniaeth, a ddarperir mewn man heblaw—

(a) mangre practis unrhyw ddarparwr gwasanaethau deintyddol sylfaenol,

(b) deintyddfa symudol unrhyw ddarparwr gwasanaethau deintyddol sylfaenol, neu

(c) carchar;

ystyr "gwasanaethau clinigol" ("*clinical services*") yw gwasanaethau sy'n cynnwys archwiliad clinigol uniongyrchol, asesiad clinigol, diagnosis clinigol, triniaeth glinigol neu ofal ar gyfer cleifion, a ddarperir o dan y contract gan ymarferwyr deintyddol, proffesiynolion gofal deintyddol, neu broffesiynolion gofal iechyd eraill;

ystyr "gwasanaethau deintyddol estynedig o ran hygyrchedd" ("*accessibility-enhanced dental services*") yw gwasanaethau sydd wedi eu dylunio i ddarparu ar gyfer anghenion corfforol a synhwyraidd amrywiol, er enghraifft darpariaeth fariatrig oherwydd anghenion corfforol neu anghenion symudedd, neu ddriliau tawel neu ddriliau laser;

ystyr "gwasanaethau deintyddol preifat" ("*private dental services*") yw gwasanaethau deintyddol ac eithrio at ddibenion Deddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006;

mae i "gwasanaethau deintyddol sylfaenol" yr un ystyr ag a roddir i "primary dental services" yn adran 58 o Ddeddf 2006;

ystyr "gwasanaethau gorfodol" ("*mandatory services*") yw'r gwasanaethau a restrir yn rheoliad 14 ac a ddisgrifir yn Atodlen 1;

(**9**) O.S. 2005/2011.

ystyr “gwasanaethau gorfodol uwch” (“*advanced mandatory services*”) yw unrhyw wasanaeth deintyddol sylfaenol a fyddai’n dod o fewn y gwasanaethau a ddisgrifir yn rheoliad 14 (gwasanaethau gorfodol), ond yn rhinwedd lefel uchel y cyfleusterau, y profiad neu’r arbenigedd sy’n ofynnol mewn cysylltiad â chlaf penodol, mae’r gwasanaeth yn cael ei ddarparu fel gwasanaeth atgyfeirio;

ystyr “gwasanaethau tawelyddu” (“*sedation services*”) yw cwrs o driniaeth a ddarperir i glaf y mae’r darparwr, yn ystod y cwrs o driniaeth hwnnw, yn rhoi un neu ragor o gyffuriau i glaf sy’n arafu gweithrediad y system nerfol ganolog i alluogi triniaeth i gael ei chynnal, ac yn ystod y cyfnod hwnnw o dawelyddu ac mewn cysylltiad ag ef—

(a) cyflwynir y cyffuriau a’r technegau a ddefnyddir i dawelyddu’r claf gan y darparwr mewn ffordd sy’n sicrhau nad yw’n debygol y bydd y claf yn colli ymwybyddiaeth, a

(b) cedwir cyswllt geiriol â’r claf i’r graddau y mae hynny’n rhesymol bosibl;

ystyr “gweithdrefn datrys anghydfodau’r GIG” (“*NHS dispute resolution procedure*”) yw’r weithdrefn ar gyfer anghydfodau a bennir ym mharagraff 54 o Atodlen 3;

ystyr “gweithdrefn lefel 1” (“*level 1 procedure*”) yw triniaeth sydd wedi ei chategoreiddio yn driniaeth lefel 1 yn unol â chanllawiau comisiynu GIG Lloegr ar gyfer llawdriniaeth eneuol(**10**) neu ddogfen gyfatebol a fabwysiedir gan Fyrddau Iechyd Lleol Cymru;

ystyr “gwerth blynyddol y contract” (“*annual contract value*”) yw cyfanswm y gwerth blynyddol mewn punnoedd sterling y cytunir arno rhwng y Bwrdd Iechyd Lleol a’r contractwr ar gyfer darparu gwasanaethau gorfodol o dan y contract, wedi ei gyfrifo yn unol â chyfarwyddydau a wneir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006, fel y caniateir iddynt gael eu hamrywio o bryd i’w gilydd yn unol â thelerau’r contract;

ystyr “hylenyddion deintyddol” (“*dental hygienists*”) yw proffesiynolion deintyddol cofrestredig y mae eu prif rôl yn golygu darparu gofal geneuol ataliol, a gyflenwir yn uniongyrchol neu o dan oruchwyliaeth deintydd;

ystyr “hysbysiad atgyfeirio” (“*referral notice*”) yw’r hysbysiad y cyfeirir ato ym mharagraff 9(2)(a) o Atodlen 3 (atgyfeirio at gontractwr arall, ysbyty neu ddarparwr gwasanaeth perthnasol arall ar gyfer gwasanaethau gorfodol uwch, gwasanaethau cartref neu wasanaethau tawelyddu);

ystyr “Iechyd a Gofal Digidol Cymru” (“*Digital Health and Care Wales*”) yw’r sefydliad a sefydlwyd o dan Orchymyn Iechyd a Gofal Digidol Cymru (Sefydlu ac Aelodaeth) 2020(**11**);

ystyr “is-gontractwr” (“*sub-contractor*”) yw person y mae’r contractwr wedi gwneud trefniant ag ef yn unol â pharagraff 32 neu 77 o Atodlen 3;

ystyr “llys-riant” (“*step parent*”) yw person sy’n briod â rhiant biolegol plentyn (neu mewn partneriaeth sifil â rhiant biolegol plentyn), ond nad yw ei hun yn rhiant biolegol na mabwysiadol i’r plentyn ac sydd wedi caffael cyfrifoldeb rhiant dros y plentyn o dan sylw yn unol ag adran 4A o Ddeddf 1989;

(**10**) GIG Lloegr (2015) Guide for Commissioning Oral Surgery and Oral Medicine. https://www.england.nhs.uk/commissioning/wp-content/uploads/sites/12/2015/09/guid-comms-oral.pdf.
(**11**) O.S. 2020/1451 (Cy. 313).

ystyr “mangre practis” (“*practice premises*”), ac eithrio pan ddarperir yn benodol fel arall yn y Rheoliadau hyn, yw cyfeiriad a bennir yn y contract fel un y mae gwasanaethau i’w darparu ynddo o dan y contract ond nid yw’n cynnwys deintyddfa symudol;

ystyr “nyrs ddeintyddol” (“*dental nurse*”) yw proffesiynolyn deintyddol cofrestredig sy’n darparu cymorth clinigol a chymorth cysylltiedig i ddeintyddion, proffesiynolion gofal deintyddol a chleifion, fel y’i cydnabyddir gan y Cyngor Deintyddol Cyffredinol;

ystyr “nyrsys deintyddol â dyletswyddau estynedig mewn addysg iechyd geneuol” (“*dental nurses with extended duties in oral health education*”) yw nyrsys deintyddol sydd wedi eu cofrestru â’r Cyngor Deintyddol Cyffredinol ac sydd, yn ogystal â’u swyddogaethau cefnogol craidd, wedi ymgymryd â hyfforddiant cymeradwy sy’n eu galluogi i ddarparu addysg iechyd geneuol, rhoi cyngor ataliol ynghylch iechyd geneuol, a chyflawni dyletswyddau estynedig eraill;

ystyr “pecyn gofal” (“*care package*”) yw bwndel diffiniedig o’r gwasanaethau deintyddol a nodir yn Atodlen 2 a ddarperir i glaf fel cwrs o driniaeth yn seiliedig ar asesiad o risg ac angen clinigol;

mae i “person esempt” yr un ystyr ag a roddir i “exempt person” yn adran 126 o Ddeddf 2006;

ystyr “plentyn” (“*child*”) yw person nad yw wedi cyrraedd 18 oed;

ystyr “pont” (“*bridge*”) yw pont sefydlog neu symudadwy sy’n cymryd lle unrhyw ddannedd;

ystyr “Porth Mynediad Deintyddol” (“*Dental Access Portal*”) yw’r system dyrannu apwyntiadau deintyddol ar-lein a weinyddir gan Iechyd a Gofal Digidol Cymru;

ystyr “practis” (“*practice*”) yw’r busnes a weithredir gan y contractwr at ddiben cyflenwi gwasanaethau o dan y contract;

ystyr “prif ofalwr” (“*primary carer*”) yw’r unigolyn sy’n bennaf gyfrifol am ddarparu gofal neu gymorth i berson arall, pa un a yw’r unigolyn yn cael tâl cydnabyddiaeth am wneud hynny ai peidio, ac ni waeth a yw’r gofal yn cael ei ddarparu drwy drefniant ffurfiol neu anffurfiol, ac mae’n cynnwys person sy’n darparu gofal o’r fath oherwydd perthynas deuluol, cyfeillgarwch neu drefniant gofalu cydnabyddedig;

ystyr “proffesiynolion gofal iechyd eraill” (“*other healthcare professionals*”) yw proffesiynolion gofal iechyd cofrestredig (heblaw ymarferwyr deintyddol neu broffesiynolion gofal deintyddol) a all fod yn rhan o ddarparu neu gefnogi gwasanaethau o dan y contract;

ystyr “proffesiynolyn gofal deintyddol” (“*dental care professional*”) yw person y mae ei enw wedi ei gynnwys yn y gofrestr deintyddion a sefydlwyd yn unol ag adran 14 o Ddeddf 1984 neu berson sydd wedi cymhwyso i ymarfer agweddau penodol ar ofal deintyddol ac sydd wedi ei gofrestru â’r Cyngor Deintyddol Cyffredinol o dan un o’r teitlau proffesiynol cydnabyddedig;

ystyr “proses ddadrestru” (“*de-listing process*”) yw’r broses y mae rhaid dadrestru claf drwyddi, a rhaid i’r practis—

(a) hysbysu’r claf yn ysgrifenedig am y bwriad i’w ddileu o’i restr o gleifion gweithredol, gan gynnwys y rhesymau, a

(b) darparu i’r claf gyfle i ymateb a gwneud sylwadau o fewn 14 o ddiwrnodau calendr clir;

ystyr "pryder" ("*concern*") yw unrhyw gŵyn neu hysbysiad am ddigwyddiad yn ymwneud â diogelwch claf, ond nid yw'n cynnwys hawliad am ddigollediad;

ystyr "Pwyllgor Practis" ("*Practice Committee*") yw unrhyw un neu ragor o'r pwyllgorau a restrir yn adran 27A(4)(a) o Ddeddf 1984;

ystyr "rhagnodydd" ("*prescriber*") yw ymarferydd deintyddol a gymerir ymlaen neu a gyflogir gan y contractwr neu sy'n barti i'r contract;

ystyr "Rheoliadau 2006" ("*the 2006 Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol) (Cymru) 2006(**12**);

ystyr "Rheoliadau 2011" ("*the 2011 Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Trefniadau Pryderon, Cwynion ac Iawn) (Cymru) 2011(**13**);

ystyr "Rheoliadau (Ffioedd) 2006" ("*the 2006 (Charges) Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Ffioedd Deintyddol) (Cymru) 2006(**14**);

ystyr "Rheoliadau (GDP) 2006" ("*the 2006 (PDS) Regulations*") yw Rheoliadau'r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006(**15**);

ystyr "rhestr cyflawnwyr deintyddol" ("*dental performers list*") yw'r rhestr a lunnir gan Fwrdd Iechyd Lleol yn unol â rheoliadau a wneir o dan adran 63 o Ddeddf 2006 (personau sy'n cyflawni gwasanaethau deintyddol sylfaenol);

ystyr "rhestr cyflawnwyr meddygol" ("*medical performers list*") yw rhestr o gyflawnwyr meddygol a lunnir gan Fwrdd Iechyd Lleol yn unol â rheoliadau a wneir o dan adran 49 o Ddeddf 2006 (personau sy'n cyflawni gwasanaethau meddygol sylfaenol);

ystyr "rhestredig" ("*listed*") yw'r cyffuriau neu'r meddyginiaethau hynny neu'r cyfarpar deintyddol hwnnw sydd wedi eu cynnwys neu ei gynnwys mewn rhestr sydd am y tro wedi ei chymeradwyo gan Weinidogion Cymru at ddibenion adran 80 o Ddeddf 2006(**16**) (trefniadau ar gyfer gwasanaethau fferyllol);

ystyr "rhiant" ("*parent*"), mewn perthynas ag unrhyw blentyn, yw rhiant neu berson arall a chanddo gyfrifoldeb rhiant dros y plentyn hwnnw;

ystyr "rhif cofrestru proffesiynol" ("*professional registration number*") yw'r rhif gyferbyn ag enw ymarferydd deintyddol yn y gofrestr deintyddion;

ystyr "rhif cyfradd premiwm" ("*premium rate number*") yw rhif ffôn a ddynodir yn Dariff Heb ei Fwndelu neu rif cyfradd premiwm yn y Cynllun Rhifau Ffôn Cenedlaethol a gyhoeddir gan y Swyddfa Gyfathrebiadau o dan adran 56 o Ddeddf Cyfathrebiadau 2003(**17**);

ystyr "sefydliad gwirfoddol" ("*voluntary organisation*") yw corff, ac eithrio awdurdod cyhoeddus neu awdurdod lleol, nas cyflawnir ei weithgareddau er mwyn gwneud elw;

(**12**) O.S. 2006/490 (Cy. 59).
(**13**) O.S. 2011/704 (Cy. 108).
(**14**) O.S. 2006/491 (Cy. 60).
(**15**) O.S. 2006/489 (Cy. 58).
(**16**) Amnewidiwyd adran 80(4)(a) gan Ddeddf Plant a Gwaith Cymdeithasol 2017 (p. 16) ("Deddf 2017") Atodlen 5(2) paragraff 47(k), ac amnewidiwyd adran 4A gan Atodlen 5(1) paragraff 31 o Ddeddf 2017.
(**17**) 2003 p. 21.

ystyr "swyddogaethau iechyd deintyddol y cyhoedd" ("*dental public health functions*") yw swyddogaethau a ddarperir gan y contractwr yn rhinwedd adran 67(3)(c) o Ddeddf 2006;

ystyr "teitlau proffesiynol cydnabyddedig" ("*recognised professional titles*") yw unrhyw deitl proffesiynol—

(a) sy'n cael ei warchod gan ddeddfiad sy'n gymwys yng Nghymru a Lloegr neu sydd wedi ei roi o dan ddeddfiad o'r fath, a

(b) y caniateir ei ddefnyddio'n gyfreithlon dim ond gan berson sydd wedi ei gofrestru, ei drwyddedu, ei awdurdodi neu ei reoleiddio fel arall gan y corff sy'n gyfrifol am y proffesiwn hwnnw, mae hyn yn cynnwys (ond heb fod yn gyfyngedig i) deitlau a warchodir o dan—

(i) Deddf Deintyddion 1984,

(ii) Deddf Meddygaeth 1983

(iii) Gorchymyn Proffesiynau Iechyd 2001,

(iv) Gorchymyn Nyrsio a Bydwreigiaeth 2001, a

(v) unrhyw ddeddfiad sy'n disodli neu'n diwygio'r offerynnau hynny;

ystyr "trawma" ("*trauma*") yw niwed i ddannedd, meinweoedd y deintgig neu alfeoli a achosir gan rym sy'n deillio o'r tu allan i'r geg, gan arwain at symud, dadleoli, lled-ddadleoli neu dorri'r meinweoedd caled neu at anafu'r meinweoedd meddal;

ystyr "triniaeth adferol" ("*restoration*") yw unrhyw weithdrefn neu unrhyw ddeunydd a ddefnyddir i atgyweirio, amnewid neu ailadeiladu strwythur y dant sydd wedi ei golli neu ei ddifrodi, gan gynnwys gosod llenwadau, mewnosodiadau, arosodiadau, coronau, pontydd a chyfarpar prosthetig;

ystyr "triniaeth ddiffiniol" ("*definitive treatment*") yw triniaeth y bwriedir iddi ddarparu datrysiad hirdymor neu barhaol i broblem ddeintyddol, yn hytrach nag ateb dros dro y rhoddir yn ei le nes y gellir darparu datrysiad hirdymor neu barhaol;

ystyr "triniaeth frys" ("*urgent treatment*") yw triniaeth a ddarperir yn ystod Apwyntiad Gofal Brys a drefnir o dan baragraffau 3 a 4 o Atodlen 1 neu mewn perthynas â gofal brys claf gweithredol;

ystyr "therapyddion deintyddol" ("*dental therapists*") yw proffesiynolion deintyddol cofrestredig sy'n gymwys i gynnal mathau penodedig o driniaeth ddeintyddol yn uniongyrchol neu o dan oruchwyliaeth deintydd;

ystyr "ymarferydd deintyddol" ("*dental practitioner*") yw person sydd wedi ei gofrestru yn y gofrestr deintyddion;

ystyr "ymddiriedolwr elusen" ("*charity trustee*") yw un o'r personau sy'n rheolaethu a rheoli gweinyddiaeth elusen yn gyffredinol;

ystyr "ysgrifennydd cwmni" ("*company secretary*") yw'r swyddog mewn cwmni a benodir yn unol â gofynion Deddf Cwmnïau 2006, ac mae'n cynnwys unrhyw berson a awdurdodir gan y cwmni i gyflawni'r swyddogaethau statudol neu weinyddol, neu'r swyddogaethau o ran cydymffurfedd, sydd fel arfer yn arferadwy gan ysgrifennydd cwmni, pa un ai ar ei ben ei hun neu ar y cyd â pherson arall.

(2) Yn y Rheoliadau hyn—

(a) mae cyfeiriadau at ffurflenni a gyflenwir gan y Bwrdd Iechyd Lleol i gontractwyr yn cynnwys ffurflenni electronig a ffurflenni a gynhyrchir yn electronig, ond nid ydynt yn cynnwys ffurflenni presgripsiwn, a

(b) mae cyfeiriadau at gyflenwi gwasanaethau yn cynnwys cyflenwi gwasanaethau drwy ddefnyddio dulliau electronig fel fideogynadledda—

(i) pan fo'n briodol cyflenwi'r gwasanaeth yn y ffordd hon ym marn glinigol yr ymarferydd deintyddol,

(ii) pan fo'r system sydd i'w defnyddio yn un sydd wedi ei chymeradwyo gan y Bwrdd Iechyd Lleol, a

(iii) pan fo'r Bwrdd Iechyd Lleol wedi darparu yn ysgrifenedig ei ganiatâd i'r contractwr gyflenwi gwasanaethau penodol o dan y contract yn y ffordd hon.

RHAN 2

CONTRACTWYR

Amodau: rhagarweiniol

3. Ni chaiff Bwrdd Iechyd Lleol ond ymrwymo i gontract os gellir bodloni'r amodau a nodir yn—

(a) rheoliad 4, a

(b) yn achos contract sydd i'w ymrwymo iddo gyda chorfforaeth ddeintyddol ar neu ar ôl y dyddiad y daw erthygl 39 o Orchymyn Deddf Deintyddion 1984 (Diwygio) 2005(**18**) (amnewid adrannau 43 a 44) i rym at bob diben, rheoliad 5.

Amodau rhagnodedig

4.—(1) At ddibenion adran 59(1) o Ddeddf 2006 (personau sy'n gymwys i ymrwymo i gontractau GDC) yr amod rhagnodedig yw na chaiff person ddod o fewn paragraff (3).

(2) Mae'r cyfeiriad at "person" ym mharagraff (1) yn cynnwys unrhyw gyfarwyddwr, unrhyw brif weithredwr neu unrhyw ysgrifennydd cwmni i gorfforaeth ddeintyddol.

(3) Mae person yn dod o fewn y paragraff hwn—

(a) os yw'n destun anghymhwysiad cenedlaethol,

(b) yn ddarostyngedig i baragraff (4), os yw wedi ei anghymhwyso 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, o fewn y cyfnod o 5 mlynedd cyn y dyddiad y cychwynnodd y contract neu, os yw'n gynharach, y dyddiad y llofnodwyd y contract—

(i) wedi ei ddiswyddo (heblaw oherwydd dileu swydd) o unrhyw gyflogaeth gan gorff gwasanaeth iechyd, oni bai ei fod wedi ei gyflogi wedyn gan y corff gwasanaeth iechyd hwnnw neu gorff gwasanaeth iechyd arall a bod paragraff (5) yn gymwys iddo neu fod unrhyw dribiwnlys neu lys cymwys wedi dyfarnu bod y diswyddiad hwnnw yn ddiswyddiad annheg, neu

(ii) wedi ei ddileu o restr cyflawnwyr deintyddol neu feddygol, neu os gwrthodwyd ei gynnwys mewn rhestr o'r fath, oherwydd aneffeithlonrwydd, twyll neu anaddasrwydd, oni bai bod enw'r person hwnnw wedi ei gynnwys mewn rhestr o'r fath yn ddiweddarach,

(**18**) O.S. 2005/2011.

(d) os yw wedi ei euogfarnu yn y Deyrnas Unedig o—

(i) llofruddiaeth, neu

(ii) trosedd heblaw llofruddiaeth a gyflawnwyd ar neu ar ôl 26 Awst 2002, ac wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar,

(e) yn ddarostyngedig i baragraff (6), os yw wedi ei euogfarnu y tu allan i'r Deyrnas Unedig o drosedd—

(i) a fyddai'n llofruddiaeth pe bai wedi ei chyflawni yng Nghymru a Lloegr, neu

(ii) a gyflawnwyd ar neu ar ôl 26 Awst 2002, ac a fyddai'n drosedd heblaw llofruddiaeth pe bai wedi ei chyflawni yng Nghymru a Lloegr, a'i fod wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar,

(f) os yw wedi ei euogfarnu o drosedd y cyfeirir ati yn Atodlen 1 i Ddeddf Plant a Phobl Ifanc 1933(**19**) (troseddau yn erbyn plant a phobl ifanc y mae darpariaethau arbennig o'r Ddeddf hon yn gymwys iddynt) neu yn Atodlen 1 i Ddeddf Gweithdrefn Droseddol (Yr Alban) 1995(**20**) (troseddau yn erbyn plant o dan 17 oed y mae darpariaethau arbennig yn gymwys iddynt) a gyflawnwyd ar neu ar ôl 1 Ebrill 2006,

(g) os yw—

(i) wedi ei wneud yn fethdalwr neu os dyfarnwyd i'w ystad gael ei secwestru neu os yw'n berson y mae cyfnod moratoriwm o dan orchymyn rhyddhau o ddyled (o dan Ran 7A o Ddeddf 1986) yn gymwys mewn perthynas ag ef oni bai ei fod wedi ei ryddhau o'r methdaliad neu'r secwestriad neu fod y gorchymyn methdaliad wedi ei annilysu,

(ii) wedi ei wneud yn ddarostyngedig i orchymyn cyfyngiadau methdaliad neu orchymyn cyfyngiadau methdaliad interim o dan Atodlen 4A(**21**) i Ddeddf 1986 neu orchymyn cyfyngiadau rhyddhau o ddyled neu orchymyn cyfyngiadau rhyddhau o ddyled interim o dan Atodlen 4ZB(**22**) i'r Ddeddf honno, oni bai bod y gorchymyn hwnnw wedi peidio â chael effaith neu ei fod wedi ei annilysu, neu

(iii) wedi gwneud cytundeb cyfansoddiad neu drefniant gyda'i gredydwyr, neu wedi rhoi gweithred ymddiriedolaeth ar eu cyfer, oni bai ei fod wedi ei ryddhau mewn cysylltiad â'r cyfansoddiad neu â'r trefniant,

(h) os oes gweinyddydd, derbynnydd gweinyddol neu dderbynnydd wedi ei benodi mewn cysylltiad â'r person,

(i) os yw, o fewn y cyfnod o 5 mlynedd cyn y dyddiad y cychwynnodd y contract neu, os yw'n gynharach, y dyddiad y llofnodwyd y contract—

(i) wedi ei ddiswyddo o swydd ymddiriedolwr elusen neu ymddiriedolwr ar gyfer elusen drwy orchymyn a wnaed gan y Comisiynwyr Elusennau neu'r Uchel Lys ar sail unrhyw gamymddwyn neu gamreoli wrth weinyddu'r elusen y bu'n gyfrifol amdano neu y bu'n gyfrannog iddo, neu y cyfrannwyd ato gan ei ymddygiad, neu a hwyluswyd gan ei ymddygiad, neu

(**19**) 1933 p. 12 fel y'i diwygiwyd gan Ddeddf Troseddau Rhywiol 1956 (p. 69), adran 52, Atodlen 4; Deddf Cyfiawnder Troseddol 1988 (p. 33), adran 170(1), Atodlen 15 paragraff 8 ac adran 170(2), Atodlen 16; Deddf Trais Domestig, Troseddu a Dioddefwyr 2004 (p. 28), Atodlen 10 paragraff 2; Deddf Crwneriaid a Chyfiawnder 2009 (p. 25), Atodlen 21(2) paragraff 53; Deddf Caethwasiaeth Fodern 2015 (p. 30), Atodlen 5(1) paragraffau 1(3) a (4); Deddf Diogelwch Ar-lein 2023 (p. 50), Atodlen 14(2) paragraff 6 ac Atodlen 14(3) paragraff 13 (geiriau wedi eu hamnewid gan Ddeddf Troseddau Rhywiol 2003 (p. 42), Atodlen 6 paragraff 7).

(**20**) 1995 p. 46.

(**21**) 1986 p. 45. Mewnosodwyd Atodlen 4A gan adran 257 o Ddeddf Menter 2002 (p. 40) ac Atodlen 20 iddi.

(**22**) 1986 p. 45 Mewnosodwyd Atodlen 4ZB gan Ddeddf Tribiwnlysoedd, Llysoedd a Gorfodi 2007 (p. 15) Atodlen 19 paragraff 1.

(ii) wedi ei anghymhwyso o dan adran 69B o Ddeddf Elusennau a Buddsoddi gan Ymddiriedolwyr (Yr Alban) 2005(**23**) (anghymhwyso rhag dal swydd â swyddogaethau rheoli uwch) rhag ymwneud â rheoli neu reolaethu unrhyw gorff, neu

(j) os yw'n ddarostyngedig i orchymyn anghymhwyso o dan Ddeddf Anghymhwyso Cyfarwyddwyr Cwmnïau 1986(**24**).

(3) Nid yw person yn dod o fewn paragraff (3)(b) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni bod yr anghymhwysiad neu'r ataliad dros dro rhag ymarfer wedi ei osod gan gorff trwyddedu y tu allan i'r Deyrnas Unedig ac nad yw'n gwneud y person yn anaddas i fod—

(a) yn gontractwr, neu

(b) yn gyfarwyddwr, yn brif weithredwr neu'n ysgrifennydd cwmni i gorfforaeth sy'n ymrwymo i gontract, yn achos contract gyda chorfforaeth ddeintyddol.

(4) Pan fo person wedi ei gyflogi fel aelod o broffesiwn gofal iechyd, rhaid i unrhyw gyflogaeth ddiweddarach hefyd fod fel aelod o'r proffesiwn hwnnw.

(5) Nid yw person yn dod o fewn paragraff (3)(e) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r euogfarn yn gwneud y person yn anaddas i fod—

(a) yn gontractwr;

(b) yn gyfarwyddwr, yn brif weithredwr neu'n ysgrifennydd cwmni i gorfforaeth sy'n ymrwymo i gontract, yn achos contract gyda chorfforaeth ddeintyddol.

Amodau rhagnodedig ychwanegol yn ymwneud â chontractau gyda chorfforaethau deintyddol

5.—(1) Yn ddarostyngedig i baragraff (2), mae'n amod yn achos contract sydd i'w ymrwymo iddo gyda chorfforaeth ddeintyddol ar neu ar ôl y dyddiad y daw erthygl 39 o Orchymyn 2005(**25**) i rym at bob diben nad oes—

(a) trosedd wedi ei chyflawni nac yn cael ei chyflawni o dan adran 43 o Ddeddf 1984, na

(b) cosb ariannol wedi ei gosod o dan adran 43B neu 44 o Ddeddf 1984.

(2) Nid yw paragraff (1) yn gymwys os yw'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw unrhyw drosedd o dan adran 43 na chosb a osodwyd o dan adran 43B neu 44 o Ddeddf 1984 yn gwneud y gorfforaeth ddeintyddol yn anaddas i fod yn gontractwr, pa un ai yn rhinwedd yr amser sydd wedi mynd heibio ers unrhyw euogfarn neu'r gosb a osodwyd, neu fel arall.

Rhesymau

6.—(1) Pan fo Bwrdd Iechyd Lleol o'r farn nad yw'r amodau yn rheoliad 4 neu 5 ar gyfer ymrwymo i gontract wedi eu bodloni, rhaid iddo hysbysu yn ysgrifenedig y person neu'r personau sy'n bwriadu ymrwymo i'r contract am ei farn a'i resymau dros y farn honno ac am hawl y person hwnnw neu'r personau hynny i apelio o dan reoliad 7.

(2) Rhaid i'r Bwrdd Iechyd Lleol hefyd hysbysu yn ysgrifenedig am ei farn a'i resymau dros y farn honno gyfarwyddwr, prif weithredwr neu ysgrifennydd cwmni i gorfforaeth

(**23**) 2005 dsa 10.
(**24**) 1986 p. 46.
(**25**) Mae erthygl 39 yn amnewid adrannau 43 a 44 o Ddeddf 1984 ag adrannau 43, 43B, 44, 44A a 44B newydd gydag effaith o 19 Gorffennaf 2005.

ddeintyddol a hysbysir o dan baragraff (1) pan fo ei reswm dros y penderfyniad yn ymwneud â'r person hwnnw neu'r personau hynny.

Apêl

7. Caiff person y mae hysbysiad wedi ei gyflwyno iddo o dan reoliad 6(1) apelio i'r Tribiwnlys Haen Gyntaf yn erbyn penderfyniad y Bwrdd Iechyd Lleol nad yw'r amodau yn rheoliad 4 neu 5 wedi eu bodloni.

RHAN 3

DATRYS ANGHYDFODAU CYN CONTRACT

Anghydfodau cyn contract

8.—(1) Yn ddarostyngedig i baragraffau (2) a (3), os na all y darpar bartïon i gontract, yn ystod 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 yn unol â'r weithdrefn y darperir ar ei chyfer ym mharagraffau 54(2) a (3) o Atodlen 3.

(2) Nid yw paragraff (1) yn gymwys yn yr achos pan fo'r ddau barti i'r darpar gontract yn gyrff gwasanaeth iechyd (yn yr achos hwnnw mae adran 7(6) o Ddeddf 2006 (contractau'r GIG) yn gymwys).

(3) Cyn atgyfeirio'r anghydfod i'w ystyried a'i benderfynu o dan baragraff (1), rhaid i'r ddau barti i'r darpar gontract wneud pob ymdrech resymol i gyfathrebu a chydweithredu â'i gilydd gyda'r bwriad o'i ddatrys.

(4) Rhaid i anghydfodau a atgyfeirir at Weinidogion Cymru yn unol â pharagraff (1), neu adran 7(6) o Ddeddf 2006, gael eu hystyried a'u penderfynu yn unol â darpariaethau paragraffau 54(4) i (13) a 55(1) o Atodlen 3, a pharagraff (5) (pan fo'n gymwys) o'r rheoliad hwn.

(5) Yn achos anghydfod a atgyfeirir at Weinidogion Cymru o dan baragraff (1), o ran y penderfyniad—

(a) caiff bennu telerau sydd i'w cynnwys yn y contract arfaethedig,

(b) caiff ei gwneud yn ofynnol i'r Bwrdd Iechyd Lleol fwrw ymlaen â'r contract arfaethedig, ond ni chaiff ei gwneud yn ofynnol i'r contractwr arfaethedig fwrw ymlaen â'r contract arfaethedig, ac

(c) rhaid iddo rwymo darpar bartïon y contract.

RHAN 4

STATWS CORFF GWASANAETH IECHYD

Statws corff gwasanaeth iechyd

9.—(1) Pan fo contractwr arfaethedig, mewn hysbysiad ysgrifenedig a gyflwynir i'r Bwrdd Iechyd Lleol unrhyw bryd cyn ymrwymo i'r contract, yn dewis cael ei ystyried yn

gorff gwasanaeth iechyd at ddibenion adran 7(4) o Ddeddf 2006(**26**), rhaid ei ystyried felly o'r dyddiad yr ymrwymir i'r contract.

(2) Os oes rhaid ystyried contractwr arfaethedig, yn unol â pharagraff (1) neu (5), yn gorff gwasanaeth iechyd, ni chaiff y ffaith honno effeithio ar natur unrhyw gontract arall gyda chorff gwasanaeth iechyd yr ymrwymwyd iddo gan y contractwr hwnnw cyn y dyddiad y mae'n rhaid ystyried y contractwr felly, nac ar unrhyw hawliau neu atebolrwyddau sy'n codi odano.

(3) Pan fo contract yn cael ei wneud gydag ymarferydd deintyddol unigol neu ddau neu ragor o bersonau yn ymarfer mewn partneriaeth, a phan fo rhaid ystyried yr unigolyn hwnnw neu'r bartneriaeth honno yn gorff gwasanaeth iechyd yn unol â pharagraff (1) neu (5), rhaid i'r contractwr, yn ddarostyngedig i baragraff (4), barhau i gael ei ystyried yn gorff gwasanaeth iechyd at ddibenion adran 7(4) o Ddeddf 2006 cyhyd ag y mae'r contract hwnnw'n parhau ac ni waeth am unrhyw newid—

(a) yn y partneriaid sy'n ffurfio'r bartneriaeth,

(b) yn statws y contractwr o statws ymarferydd deintyddol unigol i statws partneriaeth, neu

(c) yn statws y contractwr o statws partneriaeth i statws ymarferydd deintyddol unigol.

(4) Caiff contractwr ofyn 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 gontract GIG, ac os yw'n gwneud hynny—

(a) rhaid i'r Bwrdd Iechyd Lleol gytuno i'r amrywiad, a

(b) mae'r weithdrefn ym mharagraff 57(1) o Atodlen 3 yn gymwys (amrywio contract: cyffredinol).

(5) Pan fo'r Bwrdd Iechyd Lleol, yn unol â pharagraff (4), yn cytuno i amrywiad i'r contract, rhaid i'r contractwr gael ei ystyried, neu yn ddarostyngedig i baragraff (7), beidio â chael ei ystyried, yn gorff gwasanaeth iechyd at ddibenion adran 7(4) o Ddeddf 2006 o'r dyddiad y mae'r amrywiad hwnnw yn cymryd effaith yn unol â pharagraff 57(1) o Atodlen 3.

(6) Yn ddarostyngedig i baragraff (7), mae contractwr yn peidio â chael ei ystyried yn gorff gwasanaeth iechyd at ddibenion adran 7 o Ddeddf 2006 os bydd y contract yn cael ei derfynu.

(7) Pan fo contractwr yn peidio â bod yn gorff gwasanaeth iechyd—

(a) yn unol â pharagraff (5) neu (6), mae'n parhau i gael ei ystyried yn gorff gwasanaeth iechyd at ddibenion bod yn barti i unrhyw gontract GIG arall yr ymrwymwyd iddo ar ôl iddo ddod yn gorff gwasanaeth iechyd ond cyn y dyddiad y peidiodd y contractwr â bod yn gorff gwasanaeth iechyd (ac mae'n peidio â bod yn gorff o'r fath at y dibenion hynny pan derfynir y contract GIG hwnnw);

(b) yn unol â pharagraff (5), rhaid i'r contractwr barhau i gael ei drin fel corff gwasanaeth iechyd (ac yn unol â hynny rhaid i'r contract barhau i gael ei ystyried

(**26**) Fel y'i diwygiwyd gan Ddeddf Iechyd a Gofal Cymdeithasol 2008 (p. 14), Atodlen 5(3), paragraff 87; Ddeddf Iechyd a Gofal Cymdeithasol 2012 (p. 7), Atodlen 21, paragraff 13(a) i (f) ac Atodlen 17 paragraff 11; Deddf Iechyd a Gofal Cymdeithasol 2022 (p. 31), Atodlen 1, paragraff 1(1), Atodlen 4 paragraff 140; Gorchymyn Deddf Iechyd a Gofal Cymdeithasol (Gogledd Iwerddon) 2022 (Diwygiadau Canlyniadol) 2022 (O.S. 2022/1174), Rhan 4, erthygl 24(2)(a); Gorchymyn Deddf Iechyd a Gofal Cymdeithasol (Gogledd Iwerddon) 2022 (Diwygiadau Canlyniadol) 2022 (O.S. 2022/1174), Rhan 4, erthygl 24(2)(b) ac (c); a Rheoliadau'r Ganolfan Gwybodaeth Iechyd a Gofal Cymdeithasol (Trosglwyddo Swyddogaethau, Diddymu a Darpariaethau Trosiannol) 2023 (O.S. 2023/98), Atodlen 1(1), paragraff 11.

yn gontract GIG) at ddibenion ystyried yr anghydfod a phenderfynu arno, pan fo'r contractwr neu'r Bwrdd Iechyd Lleol—

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

(ii) yn atgyfeirio unrhyw fater at weithdrefn datrys anghydfodau'r GIG, yn unol â pharagraff 54(1)(a) o Atodlen 3, ar ôl iddo beidio â bod yn gorff gwasanaeth iechyd;

(c) yn unol â pharagraff (6), mae'n parhau i gael ei ystyried yn gorff gwasanaeth iechyd at ddibenion gweithdrefn datrys anghydfodau'r GIG pan fo'r weithdrefn honno wedi ei dechrau—

(i) cyn terfynu'r contract, neu

(ii) ar ôl terfynu'r contract, pa un ai mewn cysylltiad â therfynu'r contract neu'n codi o derfynu'r contract neu fel arall.

RHAN 5

CONTRACTAU: TELERAU GOFYNNOL

Y partïon i'r contract

10. Rhaid i gontract bennu—

(a) enwau'r partïon,

(b) yn achos partneriaeth—

(i) pa un a yw'r bartneriaeth yn bartneriaeth gyfyngedig ai peidio, a

(ii) enwau'r partneriaid ac, yn achos partneriaeth gyfyngedig, eu statws fel partner cyffredinol neu bartner cyfyngedig, ac

(c) yn achos pob parti, y cyfeiriad post y dylid anfon gohebiaeth swyddogol a hysbysiadau iddo.

Contractau GIG

11. Yn achos contractwr y mae rhaid ei ystyried yn gorff gwasanaeth iechyd yn unol â rheoliad 9, rhaid i'r contract ddatgan mai contract GIG ydyw.

Contractau gydag unigolion sy'n ymarfer mewn partneriaeth

12.—(1) Pan fo'r contract yn gontract gyda dau neu ragor o unigolion sy'n ymarfer mewn partneriaeth, rhaid trin y contract 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.

(2) Pan fo'r contract yn gontract gyda dau neu ragor o unigolion sy'n ymarfer mewn partneriaeth, rhaid iddi fod yn ofynnol gan delerau'r contract i'r contractwr sicrhau bod unrhyw berson sy'n dod yn aelod o'r bartneriaeth ar ôl i'r contract ddod i rym yn cael ei rwymo'n awtomatig gan y contract, pa un ai yn rhinwedd gweithred partneriaeth neu fel arall.

Hyd

13.—(1) Ac eithrio o dan yr amgylchiadau a bennir ym mharagraff (2), rhaid i gontract ddarparu ei fod yn parhau nes iddo gael ei derfynu yn unol â thelerau'r contract neu'r gyfraith gyffredinol.

(2) Yr amgylchiadau y cyfeirir atynt ym mharagraff (1) yw bod y Bwrdd Iechyd Lleol wedi terfynu contract darparwr gwasanaethau deintyddol sylfaenol arall, ac o ganlyniad i'r terfynu hwnnw, ei fod yn dymuno ymrwymo i gontract dros dro am gyfnod a bennir yn y contract ar gyfer darparu gwasanaethau.

(3) Pan ymrwymir i gontract yn unol â pharagraff (2)—

(a) nid yw paragraff 62 (terfynu gan y contractwr) o Atodlen 3 yn gymwys i'r contract a,

(b) caiff y partïon i'r contract dros dro gynnwys unrhyw delerau o ran terfynu drwy hysbysiad y maent yn cytuno arnynt.

Gwasanaethau gorfodol

14.—(1) At ddibenion adran 58 o Ddeddf 2006 (gwasanaethau deintyddol sylfaenol), disgrifir y gwasanaethau y mae rhaid eu darparu o dan gontract gwasanaethau deintyddol cyffredinol ym mharagraff (2).

(2) Rhaid i gontractwr ddarparu—

(a) mynediad brys ar gyfer cleifion newydd, fel y nodir yn Rhan 1 o Atodlen 1,

(b) apwyntiadau adalw ar gyfer cleifion y mae angen apwyntiadau adalw arnynt rhwng 18 a 24 mis yn hwyrach na'u hapwyntiad mwyaf diweddar,

(c) asesiadau ar gyfer cleifion newydd sy'n deillio o'r Porth Mynediad Deintyddol, fel y nodir yn Rhan 2 o Atodlen 1,

(d) pecynnau gofal, fel y nodir yn Rhan 3 o Atodlen 1,

(e) gwasanaethau atal, fel y nodir yn Rhan 4 o Atodlen 1, ac

(f) gofal brys i gleifion gweithredol.

(3) At ddibenion adran 61 o Ddeddf 2006 (contractau GDC: telerau gofynnol eraill), rhaid i gontractwr hefyd ddarparu detholiad o'r Blaenoriaethau Cenedlaethol, fel y nodir yn Rhan 5 o Atodlen 1, yn unol â chyfarwyddydau a wneir gan Weinidogion Cymru o dan adran 60(3)(b)(i) o Ddeddf 2006.

Gwasanaethau gorfodol uwch

15.—(1) Rhaid i unrhyw weithdrefn lefel 1 gael ei darparu gan y contractwr oni bai nad oes gan y contractwr, neu unrhyw ymarferydd deintyddol a gyflogir gan y contractwr, y profiad perthnasol neu'r arbenigedd perthnasol, ac mewn achos o'r fath caniateir atgyfeirio'r weithdrefn lefel 1 fel gwasanaeth gorfodol uwch.

(2) Mae gwasanaethau gorfodol uwch sy'n destun atgyfeiriad o dan baragraff (1) i'w trefnu drwy Gytundeb Gwasanaethau Deintyddol Personol o dan Reoliadau (GDP) 2006.

Gwasanaethau: cyffredinol

16.—(1) Rhaid i gontract bennu—

(a) y gwasanaethau sydd i'w darparu gan y contractwr,

(b) cyfeiriad pob mangre sydd i'w defnyddio gan y contractwr neu unrhyw is-gontractwr ar gyfer darparu'r gwasanaethau hynny, neu, os yw'r contractwr yn darparu gwasanaethau o ddeintyddfa symudol, y ffaith honno,

(c) yr oriau y mae gwasanaethau nad ydynt yn wasanaethau gorfodol i'w darparu ynddynt, a

(d) y dyddiad y daw'n effeithiol.

(2) Nid yw'r cyfeiriad at fangreoedd yn is-baragraff (b) yn cynnwys unrhyw fan y mae claf yn preswylio ynddo.

Cyfran y gwasanaethau gorfodol

17.—(1) Mae cyfrannau safonol gwasanaethau gorfodol (heblaw am ofal brys i gleifion gweithredol) fel a ganlyn:

(a) 7% ar gyfer triniaeth frys ar gyfer cleifion newydd,

(b) 3% ar gyfer apwyntiadau adalw rhwng 18 a 24 mis ers yr apwyntiad mwyaf diweddar,

(c) 10% ar gyfer asesiadau cleifion newydd,

(d) 70% i ddarparu pecynnau gofal,

(e) 5% ar gyfer gwasanaethau atal, ac

(f) 5% ar gyfer blaenoriaethau cenedlaethol.

(2) Caiff Bwrdd Iechyd Lleol wyro oddi wrth y cyfrannau safonol o fewn y cyfanswm cyfan o 100% os yw wedi ei fodloni bod lefelau gwahanol o angen yn ei ardal sy'n ei gwneud yn ofynnol addasu'r cyfrannau er mwyn sicrhau bod cleifion yn ei ardal yn cael darpariaeth briodol.

(3) Caniateir gwyro oddi wrth y cyfrannau safonol ar sail ardal gyfan, ar sail rhan o ardal neu, yn ddarostyngedig i baragraff (4), mewn perthynas â phractis unigol.

(4) Oni bai bod paragraff (7) yn gymwys, cyn addasu'r cyfrannau ar gyfer practis unigol, rhaid i'r Bwrdd Iechyd Lleol ymgynghori â'r contractwr ar gyfer y practis hwnnw a rhoi o leiaf 28 niwrnod clir o rybudd.

(5) Rhaid i'r Bwrdd Iechyd Lleol roi sylw i unrhyw sylwadau y mae'r contractwr yr effeithir arno yn eu gwneud o fewn y cyfnod o 28 niwrnod a nodir ym mharagraff (4) pan fydd yn penderfynu'r cyfrannau sy'n gymwys i'r practis unigol hwnnw, ond nid oes angen iddo roi sylw i unrhyw sylwadau a wneir y tu allan i'r cyfnod hwnnw.

(6) Os nad yw'r contractwr ar gyfer practis unigol yr ymgynghorwyd ag ef yn unol â pharagraff (4) yn cytuno â'r cyfrannau diwygiedig a osodwyd gan y Bwrdd Iechyd Lleol, caiff y contractwr atgyfeirio'r anghydfod at Weinidogion Cymru i ystyried y mater a phenderfynu arno yn unol â'r weithdrefn y darperir ar ei chyfer ym mharagraffau 54 i 55 o Atodlen 3.

(7) Pan fo Bwrdd Iechyd Lleol yn penderfynu nad yw'r dyraniad o 5% ar gyfer blaenoriaethau cenedlaethol y cyfeirir ato yn is-baragraff (1)(f) yn ofynnol, un ai yn llwyr neu yn rhannol, am gyfnod penodedig, caiff y Bwrdd Iechyd Lleol—

(a) ailddyrannu unrhyw gyfran nas defnyddiwyd o is-baragraff (1)(f) i ddarparu pecynnau gofal o dan is-baragraff (1)(d) am gyfnod penodedig,

(b) gwneud ailddyraniad o'r fath ar gyfer ei ardal gyfan, rhan o'i ardal, neu mewn perthynas ag un neu ragor o bractisau unigol, ac

(c) gwneud dyraniad o'r fath heb y gofyniad i ymgynghori o dan is-baragraff (4).

(8) Pan wneir ailddyraniad o dan is-baragraff (7), rhaid i'r Bwrdd Iechyd Lleol hysbysu'r contractwr yr effeithir arno neu'r contractwyr yr effeithir arnynt yn ysgrifenedig am—

(a) y gyfran ddiwygiedig a ddyrennir i becynnau gofal o dan is-baragraff (1)(d),

(b) y cyfnod y mae'r ailddyraniad yn gymwys iddo, ac

(c) y dyddiad y mae'r ailddyraniad yn cymryd effaith ohono, y mae rhaid iddo fod o leiaf 14 o ddiwrnodau clir ar ôl dyddiad yr hysbysiad.

(9) Rhaid cyflenwi gofal brys i gleifion gweithredol er gwaethaf y ffaith fod y cyfrannau a nodir ym mharagraff (1) wedi eu cyflawni ac nid yw wedi ei gynnwys yn y ganran gyffredinol.

Y cyfnod pryd y mae rhaid cyflenwi'r gyfran o wasanaethau gorfodol

18. Mae'r gyfran o bob gwasanaeth gorfodol, wedi ei mynegi fel canran, sydd i'w darparu gan y contractwr tra bo'r contract yn effeithiol yn ymwneud â'r canlynol—

(a) pan fo'r contract yn dechrau ar 1 Ebrill, pob blwyddyn ariannol, neu

(b) yn ddarostyngedig i reoliad 36(1), pan fo'r contract yn dechrau ar ddyddiad ac eithrio 1 Ebrill, gweddill y flwyddyn ariannol y mae'r contract yn dechrau ynddi, ac yna ym mhob blwyddyn ariannol wedi hynny.

Tanddarparu cyfrannau o wasanaethau gorfodol

19.—(1) Rhaid i'r contract ddarparu na chaiff y Bwrdd Iechyd Lleol, yn unol â Rhan 8 o Atodlen 3 (amrywio a therfynu contractau), fod â hawlogaeth i gymryd unrhyw gamau am dorri unrhyw un neu ragor o delerau'r contract sy'n rhoi effaith i reoliad 17 (gan gynnwys terfynu'r contract) pan fo paragraff (2) yn gymwys.

(2) Mae'r paragraff hwn yn gymwys pan fo'r contractwr wedi methu â darparu'r gyfran ofynnol o wasanaethau gorfodol dros gyfnod o flwyddyn ac—

(a) pan fo'r methiant yn gyfystyr ag amrywiad o 5 y cant neu lai o'r gwasanaeth gorfodol, a

(b) pan fo'r contractwr yn cytuno i ddarparu'r gwasanaethau gorfodol y mae wedi methu â'u darparu o fewn unrhyw gyfnod amser y mae'r Bwrdd Iechyd Lleol yn ei bennu yn ysgrifenedig, â'r cyfnod amser hwnnw i fod yn ddim llai na 60 o ddiwrnodau clir.

(3) Nid yw paragraffau (1) a (2) yn atal y Bwrdd Iechyd Lleol rhag cymryd camau o dan Ran 8 o Atodlen 3 am dorri contract (gan gynnwys terfynu'r contract) ar seiliau eraill.

(4) Mewn achos pan na fo'r contractwr yn cytuno i ddarparu'r gwasanaeth gorfodol perthnasol y mae wedi methu â'i ddarparu o fewn unrhyw gyfnod amser a bennir gan y Bwrdd Iechyd Lleol, caiff y Bwrdd Iechyd Lleol, os yw'n barnu bod y cam hwnnw'n briodol, gymhwyso adenilliad ariannol o hyd at 100% o werth y tanberfformiad.

Adroddiad cyflenwi canol blwyddyn

20. Rhaid i'r contract ei gwneud yn ofynnol bod Bwrdd Iechyd Lleol yn llunio ac yn darparu i bob contractwr adroddiad cyflenwi canol blwyddyn.

Gofynion o ran adroddiad cyflenwi canol blwyddyn

21.—(1) Yn ddarostyngedig i reoliad 37, rhaid i adroddiad cyflenwi canol blwyddyn gael ei ddarparu, ar ffurf sydd wedi ei rhagnodi gan y Bwrdd Iechyd Lleol, ddim cynharach

na diwrnod olaf y chweched mis o'r contract a ddim hwyrach na diwrnod olaf y seithfed mis o'r contract ac ar ysbeidiau blynyddol cyfatebol ar ôl hynny, a rhaid iddo nodi—

(a) cyfanswm canran y gwasanaethau a bennir yn rheoliad 17(1) a gyflenwyd dros y cyfnod blaenorol perthnasol o 6 mis calendr, a

(b) y ganran a gyflawnwyd ar gyfer pob un o'r gwasanaethau unigol a bennir yn rheoliad 17(1) a gyflenwyd dros y cyfnod blaenorol perthnasol o 6 mis calendr.

(2) Yn y rheoliad hwn, ystyr "cyfnod blaenorol perthnasol o 6 mis calendr" yw'r cyfnod o 6 mis cyn diwrnod olaf y chweched mis o'r contract y cyfeirir ato ym mharagraff (1).

Addasiadau ariannol canol blwyddyn

22. Pan fo cyfanswm y canrannau a adroddir o dan reoliad 21(1) islaw 40%, caiff y Bwrdd Iechyd Lleol, os yw'n barnu bod hynny'n briodol, roi addasiad ariannol canol blwyddyn ar waith, a lleihau taliadau i'r contractwr am weddill y flwyddyn ariannol honno i adlewyrchu'r ganran a oedd wedi ei chyflenwi pan luniwyd yr adroddiad a rhaid iddo hysbysu'r contractwr ei fod wedi cymryd y cam hwn ac am ei resymau dros wneud hynny o fewn 14 o ddiwrnodau clir.

Apelio yn erbyn addasiadau ariannol canol blwyddyn

23. Caiff contractwr sy'n ddarostyngedig i addasiad ariannol canol blwyddyn yn unol â rheoliad 22 apelio yn erbyn y penderfyniad hwnnw i Weinidogion Cymru yn unol â'r weithdrefn y darperir ar ei chyfer ym mharagraff 53 neu 54, yn ôl y digwydd, o Atodlen 3.

Adroddiadau cyflenwi blynyddol

24.—(1) Rhaid i'r contract ei gwneud yn ofynnol bod y Bwrdd Iechyd Lleol yn darparu adroddiad cyflenwi blynyddol i'r contractwr.

(2) Rhaid i adroddiad cyflenwi blynyddol nodi canran gyfan y gwasanaethau a bennir yn rheoliad 17(1) gyda'i gilydd a'r ganran a gyflawnwyd ar gyfer pob un o'r gwasanaethau unigol a bennir yn y rheoliad hwnnw, yn ystod blwyddyn flaenorol y contract.

(3) Rhaid darparu adroddiad cyflenwi blynyddol ar ffurf a ragnodir gan y Bwrdd Iechyd Lleol—

(a) yn achos contract o dan reoliad 13(1), ddim cynharach na diwrnod olaf y deuddegfed mis o'r contract a ddim hwyrach na diwrnod olaf y trydydd mis ar ddeg o'r contract ac ar ysbeidiau blynyddol cyfatebol ar ôl hynny;

(b) yn achos contract o dan reoliad 13(2), ddim hwyrach nag 20 o ddiwrnodau clir ar ôl diwedd y cyfnod a bennir yn y contract.

Darpariaeth islaw 95%

25.—(1) Pan fo cyfanswm y ganran a adroddir o dan reoliad 24 islaw 95% caiff y Bwrdd Iechyd Lleol—

(a) lleihau taliadau i'r contractwr ar gyfer y flwyddyn ariannol nesaf a'r blynyddoedd ariannol dilynol i adlewyrchu canran y gwasanaethau a nodir yn yr adroddiad cyflenwi, a

(b) cymhwyso adenilliad ariannol hyd at 100% o werth y tanberfformiad.

(2) Rhaid i Fwrdd Iechyd Lleol sy'n cymryd y naill neu'r llall o'r camau a nodir yn is-baragraff (1(a) neu (1)(b) hysbysu'r contractwr am ei fwriad a'i resymau dros wneud hynny 14 o ddiwrnodau clir cyn iddo wneud yr addasu neu'r adennill, yn ôl y digwydd.

Apelio yn erbyn cymhwyso rheoliad 25

26. Caiff contractwr sy'n ddarostyngedig i addasiad ariannol neu y cafodd adenilliad ariannol ei gymhwyso iddo yn unol â rheoliad 25, apelio yn erbyn penderfyniad y Bwrdd Iechyd Lleol i Weinidogion Cymru yn unol â'r weithdrefn y darperir ar ei chyfer ym mharagraff 53 neu 54, yn ôl y digwydd, o Atodlen 3.

Darpariaeth dros 100%

27. Pan fo cyfanswm y ganran a adroddir o dan reoliad 24 rhwng 100% a 105%, rhaid i'r Bwrdd Iechyd Lleol naill ai—

(a) lleihau swm gofynnol y gwasanaethau a nodir yn rheoliad 17(1) ar gyfer y flwyddyn ariannol nesaf i adlewyrchu'r gwaith a wnaed dros 100% a dychwelyd y gofynion cyfan o ran perfformiad i 100%, neu

(b) rhoi taliad cydnabyddiaeth i'r practis am werth y gwaith ychwanegol a wnaed.

Darpariaeth dros 105%

28. Mewn achos pan fo'r ganran a adroddir o dan reoliad 24 dros 105%, ni chaiff y Bwrdd Iechyd Lleol—

(a) cynyddu swm gofynnol y gwasanaethau a nodir yn rheoliad 17(1) i adlewyrchu'r gwaith a wnaed dros 105% a dychwelyd y gofynion cyfan o ran perfformiad i 100%, na

(b) rhoi taliad cydnabyddiaeth i'r practis am werth y gwaith ychwanegol a wnaed, oni bai bod cytundeb ysgrifenedig blaenorol, wedi ei ddyddio o leiaf 60 o ddiwrnodau clir cyn diwedd y flwyddyn ariannol, rhwng y Bwrdd Iechyd Lleol a'r contractwr, y gallai perfformiad o dros 105% gael ei gyflawni yn y flwyddyn ariannol honno.

Apelio yn erbyn cymhwyso rheoliad 27

29. Caiff contractwr y cafodd cyfanswm cyfrannau ei gontract eu lleihau yn unol â rheoliad 27(1)(a) apelio yn erbyn penderfyniad y Bwrdd Iechyd Lleol i Weinidogion Cymru yn unol â'r weithdrefn y darperir ar ei chyfer ym mharagraff 53 neu 54, yn ôl y digwydd, o Atodlen 3.

Cyllid

30.—(1) Rhaid i'r contract gynnwys teler sydd â'r effaith o'i gwneud yn ofynnol—

(a) i'r Bwrdd Iechyd Lleol wneud taliadau i'r contractwr o dan y contract yn brydlon ac yn unol â thelerau'r contract ac unrhyw amodau eraill yn ymwneud â'r taliad a gynhwysir mewn cyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006 (contractau GDC: taliadau), a

(b) i'r contractwr wneud taliadau'n brydlon i'r Bwrdd Iechyd Lleol ac yn unol â thelerau'r contract ac unrhyw amodau eraill yn ymwneud â thaliad a gynhwysir

mewn cyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

(2) Mae'r rhwymedigaeth y cyfeirir ati ym mharagraff (1) yn ddarostyngedig i unrhyw hawl sydd gan y Bwrdd Iechyd Lleol i osod yn erbyn swm sy'n daladwy i'r contractwr swm—

(a) sy'n ddyledus gan y contractwr i'r Bwrdd Iechyd Lleol o dan y contract,

(b) sydd wedi ei dalu i'r contractwr oherwydd gwall neu mewn amgylchiadau pan nad oedd yn ddyledus, neu

(c) y caiff y Bwrdd Iechyd Lleol ei gadw'n ôl oddi wrth y contractwr yn unol â thelerau'r contract neu unrhyw ddarpariaethau cymwys eraill a gynhwysir mewn cyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

(3) Rhaid i'r contract gynnwys teler i'r perwyl, pan fo'n ofynnol i Fwrdd Iechyd Lleol, yn unol â chyfarwyddydau o dan adran 12 neu 60 o Ddeddf 2006, wneud taliad i gontractwr o dan gontract ond yn ddarostyngedig i amodau, fod yr amodau hynny i fod yn un o delerau'r contract.

(4) Rhaid i'r contract gynnwys telerau yn ymwneud ag ad-dalu ffi labordy ar gyfer personau esempt yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

(5) Rhaid i'r contract gynnwys telerau yn ymwneud â chasglu'n ganolog Ffioedd GIG yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

Taliadau, ffioedd a buddiannau ariannol y contractwr

31.—(1) Rhaid i'r contract gynnwys telerau yn ymwneud â thaliadau, ffioedd a buddiannau ariannol sydd â'r un effaith â'r rhai a nodir ym mharagraffau (2) i (4).

(2) Ni chaiff y contractwr, naill ai drosto'i hun na thrwy unrhyw berson arall, fynnu na derbyn unrhyw fath o daliad cydnabyddiaeth er ei fudd ei hun nac er budd person arall oddi wrth—

(a) unrhyw un neu ragor o'i gleifion gweithredol am ddarparu unrhyw driniaeth o dan y contract, ac eithrio fel y darperir fel arall yn Atodlen 5, na

(b) unrhyw berson sydd wedi gofyn am wasanaethau o dan y contract ar ei gyfer ei hun neu aelod o'i deulu, fel rhagofyniad i ddarparu gwasanaethau o dan y contract i'r person hwnnw neu aelod o'i deulu.

(3) Rhaid i'r contract gynnwys teler—

(a) nad yw ond yn caniatáu i'r contractwr gasglu gan unrhyw glaf gweithredol unrhyw ffi y mae'n ofynnol i'r claf hwnnw ei thalu yn rhinwedd Atodlen 5, yn unol â gofynion yr Atodlen honno, a

(b) sy'n darparu i rwymedigaethau a osodir ar y contractwr yn rhinwedd Atodlen 5 fod yn delerau i'r contract.

(4) Rhaid i'r contract gynnwys teler sy'n ei gwneud yn ofynnol i'r contractwr roi ei fuddiannau ariannol ei hun o'r neilltu wrth wneud penderfyniad—

(a) o ran pa wasanaethau i'w hargymell neu i'w darparu i glaf gweithredol sydd wedi ceisio gwasanaethau o dan y contract, neu

(b) i atgyfeirio claf gweithredol i gael gwasanaethau eraill gan gontractwr arall, ysbyty neu ddarparwr gwasanaeth perthnasol arall o dan Ran 1 o Ddeddf 2006.

(5) Mae'r term "claf gweithredol" yn y rheoliad hwn yn cynnwys person sy'n talu neu'n cytuno i dalu ffi ar ran person y darperir gwasanaethau deintyddol iddo.

Trefniadau pan derfynir contract

32. Rhaid i gontract wneud darpariaeth ar gyfer y trefniadau sydd i fod yn gymwys pan derfynir y contract, gan gynnwys—

(a) trosglwyddo cofnodion cleifion,

(b) trosglwyddo cyfrifoldeb dros gyrsiau o driniaeth parhaus,

(c) dychwelyd unrhyw offer neu ddeunyddiau a gyflenwyd gan y Bwrdd Iechyd Lleol,

(d) canlyniadau ariannol terfynu'r contract, gan gynnwys—

(i) talu am wasanaethau a ddarperir hyd at ddyddiad terfynu'r contract;

(ii) adennill unrhyw ordaliadau;

(iii) unrhyw gosbau ariannol sy'n codi o derfynu'r contract,

(e) rhwymedigaethau parhaus y contractwr mewn cysylltiad â chyfrinachedd a diogelu data, ac

(f) datrys anghydfodau mewn perthynas ag unrhyw fater sy'n codi o derfynu'r contract.

Telerau eraill yn y contract

33.—(1) Rhaid i gontract gynnwys telerau sydd â'r un effaith â'r rhai a bennir yn Atodlen 3, ac eithrio paragraffau 54(4) i (13) a 55, oni bai—

(a) bod y contract o fath neu natur nad yw darpariaeth benodol yn Atodlen 3 yn gymwys iddo neu iddi,

(b) bod cytundeb wedi bod rhwng y contractwr a Bwrdd Iechyd Lleol, neu

(c) bod y Bwrdd Iechyd Lleol wedi penderfynu, pan fo hyn wedi ei awdurdodi gan y Rheoliadau hyn, na ddylai'r teler fod yn gymwys.

(2) Pan fo darpariaeth yn Atodlen 3 yn gymwys i gontract, rhaid i delerau'r contract roi effaith i'r materion a nodir yn y ddarpariaeth honno.

(3) Rhaid i gontract gynnwys teler sy'n ei gwneud yn ofynnol i'r contractwr fod yn aelod o glwstwr.

RHAN 6

DARPARIAETH DROSIANNOL

Dehongli Rhan 6

34. Yn y Rhan hon—

ystyr "contract presennol" ("*existing contract*") yw contract yr ymrwymwyd iddo o dan Reoliadau 2006 sydd mewn grym yn union cyn 11 Mawrth 2026;

ystyr "contractwr presennol" ("*existing contractor*") yw contractwr sy'n barti i gontract presennol.

Parhad contractau presennol

35.—(1) Mae contract presennol yn cael effaith ar ac ar ôl 1 Ebrill 2026 fel pe bai'n gontract yr ymrwymwyd iddo o dan y Rheoliadau hyn.

(2) Mae paragraff (1) yn ddarostyngedig i reoliadau 36 a 39 i 41.

(3) Caiff y Bwrdd Iechyd Lleol a'r contractwr gytuno i amrywio contract presennol i beri iddo gydymffurfio â'r Rheoliadau hyn.

Cyfrannau gwasanaethau gorfodol

36.—(1) Pan na fo contract presennol yn pennu cyfrannau gwasanaethau gorfodol yn unol â rheoliad 16, mae'r cyfrannau safonol yn rheoliad 17(1) yn gymwys o 1 Ebrill 2026.

(2) Caiff Bwrdd Iechyd Lleol, cyn 16 Mawrth 2026, roi hysbysiad i gontractwr presennol fod cyfrannau gwahanol yn gymwys yn unol â rheoliad 16(2) a (3).

(3) Pan roddir hysbysiad o dan baragraff (2), caiff y contractwr gyflwyno sylwadau o fewn 14 o ddiwrnodau clir ar ôl i'r hysbysiad ddod i law.

(4) Rhaid i'r Bwrdd Iechyd Lleol roi sylw i unrhyw sylwadau a wneir o dan baragraff (3) cyn penderfynu'r cyfrannau sydd i fod yn gymwys o 1 Ebrill 2026.

Adroddiadau cyflenwi canol blwyddyn a blynyddol

37.—(1) Rhaid darparu'r adroddiad cyflenwi canol blwyddyn cyntaf o dan reoliad 20—

(a) ar gyfer contract a ddechreuodd cyn 1 Hydref 2025, ddim cynharach na 30 Medi 2026 a ddim hwyrach na 31 Hydref 2026;

(b) ar gyfer contract a ddechreuodd ar neu ar ôl 1 Hydref 2025, yn unol â rheoliad 21.

(2) Rhaid darparu'r adroddiadau cyflenwi blynyddol cyntaf o dan reoliad 24—

(a) ar gyfer contract a ddechreuodd cyn 1 Ebrill 2026, ddim cynharach na 31 Mawrth 2027 a ddim hwyrach na 30 Ebrill 2027;

(b) ar gyfer contract a ddechreuodd ar neu ar ôl 1 Ebrill 2026, yn unol â rheoliad 26.

Statws corff gwasanaeth iechyd

38.—(1) Pan oedd contractwr, yn union cyn 11 Mawrth 2026, yn cael ei ystyried yn gorff gwasanaeth iechyd at ddibenion adran 7(4) o Ddeddf 2006, mae'r contractwr yn parhau i gael ei ystyried felly ar ac ar ôl y dyddiad hwnnw.

(2) Mae rheoliad 9 yn gymwys i gontractwr o'r fath fel pe bai'r dewis wedi ei wneud o dan y Rheoliadau hyn.

Darpariaethau anghymhwyso

39.—(1) Mae rheoliadau 4 a 5 yn gymwys i—

(a) contractau yr ymrwymir iddynt ar neu ar ôl 11 Mawrth 2026;

(b) amrywiadau i gontractau presennol y cytunir arnynt ar neu ar ôl 11 Mawrth 2026 sy'n ymwneud â newid contractwr neu ychwanegu partner neu gyfarwyddwr newydd.

(2) Nid yw'r amodau yn rheoliadau 4 a 5 yn gymwys i gontractau presennol oni bai a hyd nes y gwneir amrywiad o'r math a ddisgrifir ym mharagraff (1)(b).

Anghydfodau ac apelau

40.—(1) Pan, cyn 11 Mawrth 2026—

(a) bo anghydfod wedi ei atgyfeirio i'w ddatrys o dan Reoliadau 2006, neu

(b) bo apêl wedi ei gwneud o dan Reoliadau 2006,

parheir i ymdrin â'r anghydfod neu'r apêl yn unol â Rheoliadau 2006 fel pe na baent wedi eu dirymu.

(2) Pan fo anghydfod neu apêl yn codi ar neu ar ôl 11 Mawrth 2026 mewn perthynas â mater a ddigwyddodd cyn y dyddiad hwnnw, rhaid ymdrin â'r anghydfod neu'r apêl yn unol â'r Rheoliadau hyn.

Ffioedd

41. Pan fo cwrs o driniaeth wedi ei ddechrau cyn 1 Ebrill 2026 ac yn parhau ar ôl y dyddiad hwnnw—

(a) y ffi sy'n gymwys yw'r ffi a nodir yn y cynllun triniaeth a ddarperir i'r claf o dan baragraff 7 o Atodlen 3 i Reoliadau 2006 wedi ei chyfrifo yn unol â Rheoliadau (Ffioedd) 2006 fel yr oeddent yn gymwys ar yr adeg y derbyniodd y claf y cynllun triniaeth;

(b) cyfrifir unrhyw gyfnod gwarant yn unol â Rheoliadau (Ffioedd) 2006 fel yr oeddent mewn grym pan ddarparwyd y driniaeth adferol.

Dirymu

42. Mae Rheoliadau 2006 wedi eu dirymu.

Diwygiadau

43. Mae Rheoliadau (Ffioedd) 2006 a Rheoliadau (GDP) 2006 wedi eu diwygio yn unol ag Atodlen 6.

Jeremy Miles
Ysgrifennydd y Cabinet dros Iechyd a Gofal Cymdeithasol, un o Weinidogion Cymru
9 Chwefror 2026

ATODLEN 1

Rheoliad 14

GWASANAETHAU GORFODOL

RHAN 1

MYNEDIAD BRYS AR GYFER CLEIFION NEWYDD

1. Mae'n ofynnol i bob Bwrdd Iechyd Lleol sicrhau'r ddarpariaeth o apwyntiadau mynediad brys o fewn ei ardal yn unol â'r Atodlen hon ac Atodlen 3.

2. Pwrpas apwyntiadau mynediad brys yw darparu i gleifion y mae arnynt angen gofal brys apwyntiad o fewn 72 awr i'r amser y maent yn cysylltu â'r Bwrdd Iechyd Lleol gyntaf.

Rhaglen Apwyntiadau Mynediad Brys

3. Er mwyn sicrhau bod apwyntiadau mynediad brys ar gael, rhaid i bob Bwrdd Iechyd Lleol sefydlu rhaglen apwyntiadau mynediad brys y mae rhaid iddi—

(a) darparu tîm canolog ar gyfer ardal y Bwrdd Iechyd Lleol y gall pobl ag anghenion deintyddol brys gysylltu ag ef ar gyfer apwyntiadau brys,

(b) darparu i'r tîm hwnnw wneud asesiad dros y ffôn o ba un a oes angen gofal brys ar y person ac os oes, darparu apwyntiad iddo,

(c) darparu bod y tîm yn atgyfeirio unrhyw berson nas bernir bod angen gofal brys arno i'r Porth Mynediad Deintyddol ac, os oes angen, yn darparu i'r person gynhorthwy i gofrestru yn y Porth Mynediad Deintyddol,

(d) gwneud trefniadau â phob contractwr o fewn ardal y Bwrdd Iechyd Lleol am i rota apwyntiadau gofal brys gael ei rhoi ar waith sy'n darparu apwyntiadau brys yn ôl y gofyn, ac

(e) gweinyddu'r rota apwyntiadau gofal brys er mwyn sicrhau bod apwyntiadau gofal brys ar gael bob diwrnod gwaith rhwng 9am a 5pm o fewn pellter daearyddol rhesymol i gleifion o fewn ardal y Bwrdd Iechyd Lleol.

Apwyntiadau gofal brys ar gyfer cleifion newydd

4. Rhaid i'r contract bennu gofynion o ran darparu gofal brys, gan gynnwys—

(a) bod rhaid i bob contractwr yn ardal y Bwrdd Iechyd Lleol gytuno i ddarparu nifer penodol o apwyntiadau gofal brys ar gyfer cleifion newydd bob blwyddyn ar amser ac ar ddyddiadau y cytunir arnynt â'r Bwrdd Iechyd Lleol,

(b) bod rhaid i bob contractwr roi gwybod i'r Bwrdd Iechyd Lleol am ba fathau o wasanaethau deintyddol estynedig o ran hygyrchedd y gall eu darparu, os o gwbl, ar gyfer apwyntiadau gofal brys,

(c) y dylai apwyntiadau gofal brys roi blaenoriaeth i leddfu poen ac atal y broblem benodol rhag dirywio'n sylweddol,

(d) y dylai triniaeth a roddir yn ystod apwyntiadau gofal brys, pan fo'n briodol, a chyda chydsyniad y claf, fod, pan fo'n bosibl, yn driniaeth ddiffiniol barhaol, gan gynnwys triniaethau adferol,

(e) pan na ellir cwblhau unrhyw driniaeth angenrheidiol yn ystod apwyntiad gofal brys, bod rhaid cofnodi cyfiawnhad dros unrhyw driniaeth neu ofal a ddarparwyd yng nghofnod clinigol y claf ac, oni bai mai'r cwrs mwyaf priodol yw atgyfeiriad ymlaen at gontractwr arall, ysbyty neu ddarparwr gwasanaeth perthnasol arall, y dylai'r contractwr geisio caniatâd gan y Bwrdd Iechyd Lleol i gymryd y claf ymlaen fel claf gweithredol newydd cyn darparu apwyntiad pellach,

(f) y dylai apwyntiadau gofal brys, pan fo'n bosibl, gynnwys asesiad iechyd geneuol cynhwysfawr (gan gynnwys meinweoedd meddal) ac atgyfeiriad ymlaen at gontractwr arall, ysbyty neu ddarparwr gwasanaeth perthnasol arall, pan fo'n briodol neu, os nad yw hynny'n bosibl, bod rhaid cofnodi'r rheswm pam na fu'n bosibl darparu hyn yng nghofnod clinigol y claf, ac

(g) y dylid cynghori unrhyw glaf a welir mewn apwyntiad gofal brys y mae ei driniaeth yn cael ei chwblhau yn yr apwyntiad gofal brys neu y gwrthodir caniatâd a geisir o dan is-baragraff (e) ar ei gyfer, i gofrestru yn y Porth Mynediad Deintyddol os nad yw eisoes wedi gwneud hynny, a bod rhaid i'r contractwr neu ei staff ddarparu cynhorthwy i'r claf i gofrestru os bydd y claf yn gofyn amdano.

Taliadau

5. Rhaid i'r Bwrdd Iechyd Lleol drefnu i bob contractwr gael taliad cydnabyddiaeth am ei gyfranogiad yn y Rhaglen Apwyntiadau Mynediad Brys, a sefydlir o dan baragraff 3, yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

6. Rhaid i'r contract gynnwys darpariaeth—

(a) i'r contractwr gael ei dalu am unrhyw apwyntiadau gofal brys a gollir cyhyd ag y bo'r contractwr yn gallu dangos ei fod wedi gwneud ymdrechion digonol, gan roi sylw i unrhyw ganllawiau a roddir gan Weinidogion Cymru, i sicrhau presenoldeb y darpar glaf a'i fod wedi ysgrifennu at y darpar glaf i egluro na ellir aildrefnu'r apwyntiad gofal brys a bod angen i'r darpar glaf wneud cais eto drwy'r Rhaglen Apwyntiadau Mynediad Brys a sefydlir o dan baragraff 3,

(b) i sicrhau bod rhaid i dystiolaeth o'r ymdrechion a wnaed gael ei chadw gan y contractwr am gyfnod o 24 mis o ddyddiad y llythyr y cyfeirir ato yn is-baragraff (a) a'i rhoi ar gael i'r Bwrdd Iechyd Lleol, pan ofynnir amdani, at ddibenion archwilio,

(c) i'r contractwr gael ei dalu am unrhyw apwyntiadau gofal brys a ddiweddir gan—

(i) y contractwr—

(aa) pan fo'r amgylchiadau y cyfeirir atynt ym mharagraff 3(1) o Atodlen 3 (cleifion treisgar) yn digwydd a phan fo hysbysiad nad yw'r contractwr yn fodlon darparu gwasanaethau i'r claf hwnnw mwyach wedi ei ddarparu i'r Bwrdd Iechyd Lleol, neu

(bb) ym marn resymol y contractwr, pan fo tor perthynas diwrthdro wedi bod rhwng y claf a'r contractwr hwnnw a phan fo hysbysiad am y tor perthynas hwnnw wedi ei roi i'r claf ac i'r Bwrdd Iechyd Lleol,

(ii) y claf, neu

(iii) person a bennir ym mharagraff 1(2) o Atodlen 3 sy'n gweithredu ar ran y claf, a

(d) i'r contractwr gael ei dalu am unrhyw apwyntiadau gofal brys nas llenwir yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

RHAN 2

ASESIADAU CLEIFION NEWYDD SY'N DEILLIO O'R PORTH MYNEDIAD DEINTYDDOL

Asesiadau cleifion newydd

7. Mae'n ofynnol i bob Bwrdd Iechyd Lleol sicrhau mynediad at asesiadau cleifion newydd ar gyfer cleifion yn ei ardal sydd wedi gwneud cais drwy'r Porth Mynediad Deintyddol.

8. Mae asesiad ar gyfer claf newydd yn caniatáu i gontractwr wneud asesiad o anghenion iechyd geneuol claf a threfnu triniaeth bellach os oes angen.

Darparu asesiadau cleifion newydd

9. Rhaid i'r contract gynnwys y gofynion a ganlyn o ran darparu asesiadau ar gyfer cleifion newydd gan y contractwr—

(a) yn ddarostyngedig i is-baragraffau (d) ac (e), gofyniad bod contractwyr yn caffael pob claf newydd drwy'r Porth Mynediad Deintyddol,

(b) gofyniad bod contractwyr yn darparu digon o apwyntiadau ar gyfer asesu cleifion newydd i ganiatáu iddynt gyflawni'r gyfran o'r gwasanaeth hwnnw y penderfynwyd ei chymhwyso i'r practis gan y Bwrdd Iechyd Lleol o dan reoliad 17,

(c) gofyniad bod contractwyr yn ystyried dychwelyd y claf i'r Porth Mynediad Deintyddol os yw'r claf hwnnw'n methu â mynd i'r asesiad claf newydd ar ddau achlysur,

(d) gofyniad y caiff contractwr gaffael claf gweithredol newydd—

(i) pan fo'r claf hwnnw wedi mynd i apwyntiad gofal brys a phan fo angen apwyntiad pellach arno,

(ii) pan fo'r claf hwnnw yn cytuno y gall yr apwyntiad pellach fod ym mhractis y contractwr, a

(iii) pan fo'r contractwr wedi ceisio a chael caniatâd gan y Bwrdd Iechyd Lleol i dderbyn claf newydd, ac

(e) gofyniad y caiff contractwr gaffael claf gweithredol newydd os yw'r claf yn blentyn neu'n ŵyr neu'n wyres i glaf gweithredol presennol ac mewn achos o'r fath nid oes angen ceisio caniatâd ond rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol.

Gofynion sylfaenol ar gyfer asesiadau cleifion newydd

10. Rhaid i asesiad claf newydd gynnwys y canlynol—

(a) cwblhau asesiad ACORN,

(b) adolygiad llawn o hanes meddygol a deintyddol y claf a'i hanes o ran ffordd o fyw (gan gynnwys hanes cymdeithasol perthnasol),

(c) asesiad o anghenion y claf mewn perthynas â gwasanaethau deintyddol estynedig o ran hygyrchedd,

(d) archwiliad clinigol gan gynnwys asesiad periodontol, canfod pydredd, ac archwiliad o feinweoedd meddal geneuol,

(e) archwiliad o bob dant am arwyddion o graciau, traul, tolciau a phydredd,

(f) archwiliad o driniaethau adferol a phrosthetigau presennol o ran cyfanrwydd, ffit a difrod,

(g) archwiliad radiograffyddol pan fo rheswm clinigol amdano,

(h) dyrannu risg rhwng categorïau isel, cymedrol, neu uchel yn unol â pharagraffau 31 i 33,

(i) asesiad o achludiad gan gynnwys asesiad orthodontig i blant pan fo rheswm clinigol amdano,

(j) archwiliad o'r cymal arleisiol-fandiblol pan fo rheswm clinigol amdano,

(k) darparu cyngor ataliol wedi ei deilwra a hybu iechyd geneuol gan ddefnyddio canllawiau sy'n seiliedig ar dystiolaeth,

(l) llunio pecyn gofal wedi ei bersonoli neu gyfuniad o becynnau gofal pan fo triniaeth bellach yn angenrheidiol, ac

(m) cofnodion clinigol cynhwysfawr a mesurau canlyniadau.

Taliadau

11. Rhaid i'r Bwrdd Iechyd Lleol drefnu i bob contractwr gael taliad cydnabyddiaeth am bob apwyntiad asesiad claf newydd yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

RHAN 3

PECYNNAU GOFAL

12. Rhaid i'r contract gynnwys y gofynion a ganlyn o ran darparu pecynnau gofal.

Cynnwys pecyn gofal

13. Ni chaiff contractwr ond darparu pecyn gofal o fath a restrir yn Atodlen 2.

Cynnwys pecyn gofal

14. Rhaid i bob pecyn gofal gynnwys—

(a) y gwasanaethau perthnasol a ddangosir yn yr ail golofn o'r tabl yn Atodlen 2 sydd, ym marn glinigol yr ymarferydd deintyddol, fwyaf priodol ar gyfer trin y claf,

(b) ymyriadau ataliol sy'n briodol i broffil risg y claf,

(c) cyfnod sefydlogi, pan fo'n glinigol angenrheidiol,

(d) triniaeth ddiffiniol ar gyfer cyflyrau y cafwyd diagnosis ar eu cyfer,

(e) ysbaid adalw yn seiliedig ar risg glinigol, ac

(f) addysg cleifion a chymorth hunanofal.

Cynlluniau triniaeth

15.—(1) Rhaid i gontractwr sy'n darparu pecyn gofal sydd i'w gyflenwi dros fwy nag un apwyntiad sicrhau, ar adeg yr archwiliad cyntaf o'r claf, y darperir cynllun triniaeth i'r claf ar ffurflen a gyflenwir at y diben hwnnw gan y Bwrdd Iechyd Lleol sy'n pennu—

(a) enw'r claf,

(b) enw'r contractwr,

(c) manylion y mannau lle y bwriedir i'r claf gael y cwrs o driniaeth o dan y pecyn gofal sydd i'w ddarparu iddo gan y contractwr,

(d) y rhif ffôn y gellir ei ddefnyddio i gysylltu â'r contractwr yn ystod oriau arferol y ddeintyddfa,

(e) manylion y gwasanaethau yr ystyrir ar ddyddiad yr archwiliad hwnnw eu bod yn angenrheidiol i'r contractwr eu darparu gan roi sylw i'r rheswm dros y pecyn gofal a'i ddyraniad risg, ac

(f) unrhyw gynigion y gall fod gan y contractwr ar gyfer gwasanaethau deintyddol preifat fel dewis amgen yn lle'r gwasanaethau a gynigir o dan y contract, gan gynnwys manylion am y gost i'r claf pe bai'n derbyn y ddarpariaeth o wasanaethau deintyddol preifat.

(2) Os yw'r claf, ar ôl ystyried y cynllun triniaeth a ddarparwyd yn unol ag is-baragraff (1), yn penderfynu derbyn y ddarpariaeth o wasanaethau deintyddol preifat yn lle'r holl wasanaethau o dan y contract neu ran ohonynt, rhaid i'r contractwr sicrhau bod y claf yn llofnodi'r cynllun hwnnw yn y man priodol i ddangos ei fod wedi deall natur y gwasanaethau deintyddol preifat sydd i'w darparu a'i fod yn derbyn y gwasanaethau deintyddol preifat hynny.

(3) Pan fo angen amrywio'r gwasanaethau sydd wedi eu cynnwys yn y cynllun triniaeth am resymau clinigol, rhaid i'r contractwr ddarparu i'r claf gynllun triniaeth atgyfeirio diwygiedig yn unol ag is-baragraff (1).

(4) Rhaid i'r contractwr, yn ddarostyngedig i derfynu'r contract, neu fod yn methu â chwblhau cwrs o driniaeth yn unol â pharagraff 6(5) neu (6) o Atodlen 3 (cwrs o driniaeth), ddarparu'r gwasanaethau y manylir arnynt yn y cynllun triniaeth atgyfeirio, neu pan ddarperir cynllun triniaeth diwygiedig yn unol ag is-baragraff (3), yn unol â'r cynllun triniaeth diwygiedig hwnnw.

Apwyntiadau a gollir

16. Pan fydd contractwr yn rhoi claf ar becyn gofal, rhaid iddo gyfathrebu ar lafar ac yn ysgrifenedig fod rhaid i'r contractwr, oni bai ei fod wedi ei fodloni bod yr apwyntiadau a gollir wedi eu hachosi gan rywbeth y tu hwnt i reolaeth y claf, ddechrau'r broses ddadrestru yn unol â pharagraff 17, pan fo claf, yn ystod pecyn gofal—

(a) yn methu â mynd i ddau apwyntiad olynol, neu

(b) yn methu â mynd i gyfanswm o dri apwyntiad.

Hysbysiad dadrestru – pecynnau gofal

17. Pan gychwynnir dadrestru, rhaid i'r contractwr—

(a) hysbysu'r claf yn ysgrifenedig am y bwriad i'w ddileu o'i restr o gleifion gweithredol, gan gynnwys y rhesymau a nifer yr apwyntiadau a gollwyd,

(b) darparu i'r claf gyfle i ymateb o fewn 14 o ddiwrnodau clir ac, os yw'n ymateb, ystyried a ddylid atal y broses ddadrestru, ac

(c) cofnodi'r apwyntiadau a gollwyd a'r ohebiaeth yng nghofnod clinigol y claf.

Dadrestru

18. Os na ddaw ymateb i law sy'n caniatáu i'r contractwr fod wedi ei fodloni yn unol â pharagraff 16(a) o fewn y cyfnod a bennir ym mharagraff 17(b), neu os yw'r claf yn cadarnhau nad yw am barhau â'r gofal mwyach, rhaid i'r contractwr—

(a) dadrestru'r claf o'r pecyn gofal, a

(b) cynghori'r claf i wneud cais eto drwy'r Porth Mynediad Deintyddol i'w ailddyrannu.

Taliadau

19.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r Bwrdd Iechyd Lleol drefnu i bob contractwr gael taliad cydnabyddiaeth am gyflenwi pecyn gofal yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

(2) Rhaid i'r contract ddarparu—

(a) bod pecynnau gofal periodontol yn cael eu cyfyngu i ddau y flwyddyn ar gyfer pob claf, a

(b) na chaniateir i gyfanswm y ddarpariaeth o becynnau gofal coronau, pontydd, mewnosodiadau, arosodiadau ac argaenau fod yn fwy na 10% o werth blynyddol y contract bob blwyddyn, oni bai bod cymeradwyaeth ysgrifenedig wedi ei chael gan y Bwrdd Iechyd Lleol ymlaen llaw.

Taliadau ar ôl dadrestru

20.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r contract ddarparu'r canlynol—

(a) pan fo claf wedi ei ddadrestru o dan baragraff 17(b), caiff y contractwr hawlio gwerth llawn y pecyn gofal, ar yr amod—

(i) bod y claf wedi mynd i un apwyntiad o leiaf,

(ii) y gall y contractwr ddangos ei fod wedi gwneud ymdrechion digonol i sicrhau bod y claf yn dod i'r apwyntiadau a'i fod wedi ysgrifennu at y claf i egluro bod y pecyn gofal wedi diweddu a bod rhaid i'r claf gofrestru i gael ei ailddyrannu drwy'r Porth Mynediad Deintyddol, a

(iii) bod tystiolaeth o'r ymdrechion a wnaed yn cael ei chadw am 24 mis gan y contractwr a'i bod yn cael ei rhoi ar gael pan ofynnir amdani at ddibenion archwilio.

(b) caiff y contractwr hawlio gwerth llawn y pecyn gofal pan fo pecyn gofal wedi ei ddiweddu gan—

(i) y contractwr—

(aa) pan fo'r amgylchiadau y cyfeirir atynt ym mharagraff 3(1) o Atodlen 3 (cleifion treisgar) yn digwydd a phan fo hysbysiad nad yw'n fodlon darparu gwasanaethau i'r claf mwyach wedi ei ddarparu i'r Bwrdd Iechyd Lleol,

(bb) pan fo'r claf wedi gwrthod talu ffi yn yr amgylchiadau y cyfeirir atynt ym mharagraff 4 o Atodlen 3 (cleifion sy'n gwrthod talu ffioedd GIG cyn dechrau triniaeth neu yn ystod triniaeth), neu

(cc) pan fo, ym marn resymol y contractwr, tor perthynas diwrthdro wedi bod rhwng y claf a'r contractwr hwnnw a phan fo hysbysiad

am y tor perthynas hwnnw wedi ei roi i'r claf ac i'r Bwrdd Iechyd Lleol,

(ii) y claf, neu

(iii) person a bennir ym mharagraff 1(2) o Atodlen 3 sy'n gweithredu ar ran y claf.

(3) Rhaid lleihau'r swm a hawlir o dan is-baragraffau (a) a (b) mewn amgylchiadau pan fo ffi'r claf a gyfrifir yn unol ag Atodlen 5, yn ychwanegol at y swm a hawlir, yn golygu bod taliad sy'n fwy na gwerth y pecyn gofal yn ddyledus fel nad yw'r taliad a'r ffi gyda'i gilydd yn fwy na gwerth y pecyn gofal.

RHAN 4

GWASANAETHAU ATAL

Gofyniad i ddarparu gwasanaethau atal

21. Rhaid i'r contract gynnwys gofyniad bod y contractwr yn darparu gwasanaethau atal i gleifion newydd a chleifion gweithredol yn unol â'r Rhan hon.

22. Pwrpas gwasanaethau atal yw—

(a) lleihau nifer yr achosion o glefydau geneuol,

(b) hybu ymddygiadau da o ran iechyd geneuol,

(c) nodi ffactorau risg ar gyfer clefydau geneuol a mynd i'r afael â hwy, a

(d) cynorthwyo cleifion i gynnal yr iechyd geneuol gorau posibl.

Cwmpas gwasanaethau atal

23. Rhaid i wasanaethau atal gynnwys darparu cyngor ataliol wedi ei deilwra ac ymyriadau ataliol wedi eu teilwra sy'n briodol yn ôl oedran y claf, ei broffil risg, a'i anghenion clinigol.

Amseriad gwasanaethau atal

24. Rhaid darparu gwasanaethau atal—

(a) fel rhan o bob asesiad claf newydd,

(b) fel rhan o bob apwyntiad adalw,

(c) fel elfen annatod o bob pecyn gofal, a

(d) fel ymyriad annibynnol pan fo rheswm clinigol amdano.

Cynnwys gwasanaethau atal

25. Rhaid i wasanaethau atal gynnwys, fel y bo'n briodol i anghenion claf unigol, gyngor ac ymyriadau yn ymwneud â'r canlynol—

(a) cyfarwyddiad hylendid geneuol, gan gynnwys—

(i) techneg ac amlder brwsio dannedd;

(ii) dulliau o lanhau rhwng y dannedd;

(iii) glanhau'r tafod pan fo'n briodol;

(iv) gofalu am ddannedd gosod pan fo'n gymwys;

(b) cyngor am ddeiet, gan gynnwys—

(i) rôl siwgr mewn clefydau deintyddol;

(ii) amlder ac amseriad bwyta siwgr;

(iii) bwyta ac yfed bwydydd a diodydd asidig;

(iv) bwyta'n iach ar gyfer iechyd geneuol;

(c) defnyddio fflworid, gan gynnwys—

(i) crynodiad past dannedd fflworid sy'n briodol yn ôl oedran a risg;

(ii) gosod farnais fflworid, pan fo rheswm clinigol amdano;

(iii) atchwanegiadau fflworid pan fo'n briodol;

(iv) cynhyrchion fflworid eraill ar wyneb y dannedd, pan fo rheswm clinigol amdanynt;

(d) ffactorau ffordd o fyw, gan gynnwys—

(i) cyngor rhoi'r gorau i ysmygu a chyfeirio at wasanaethau cymorth;

(ii) yfed alcohol a'i effeithiau ar iechyd geneuol;

(iii) defnyddio cyffuriau hamdden a'u heffeithiau ar iechyd geneuol;

(e) ymwybyddiaeth o ganser geneuol, gan gynnwys—

(i) ffactorau risg ar gyfer canser geneuol;

(ii) technegau hunanarchwilio;

(iii) pryd i geisio cyngor proffesiynol;

(f) atal trawma, gan gynnwys—

(i) defnyddio gard ceg ar gyfer chwaraeon a gweithgareddau hamdden;

(ii) atal anafiadau deintyddol mewn plant;

(g) cyngor oed-benodol, gan gynnwys—

(i) ar gyfer babanod a phlant ifanc: torri dannedd, bwydo â photel, defnyddio dymi, ac atal pydredd yn ystod plentyndod cynnar;

(ii) ar gyfer rhai yn eu llencyndod: gofal orthodontig, cilddannedd ôl, risgiau tyllu geneuol;

(iii) ar gyfer menywod beichiog: iechyd geneuol yn ystod beichiogrwydd ac iechyd geneuol yn ystod plentyndod cynnar;

(iv) ar gyfer oedolion hŷn: rheoli ceg sych, gofalu am ddannedd gosod, effeithiau meddyginiaethau ar iechyd geneuol.

Cyflenwi gwasanaethau atal

26.—(1) Rhaid i gontractwr gyflenwi gwasanaethau atal—

(a) mewn ffordd sy'n briodol i oedran y claf, ei ddealltwriaeth, a'i anghenion cyfathrebu,

(b) gan ddefnyddio iaith sy'n glir ac yn hygyrch i'r claf,

(c) gydag ymwneud rhieni, gofalwyr, neu warcheidwaid pan fo'n briodol,

(d) gan atgyfnerthu negeseuon allweddol yn ysgrifenedig, pan fo rheswm clinigol am hynny, ac

(e) gan arddangos technegau pan fo'n briodol.

(2) Caiff contractwr gyflenwi gwasanaethau atal—

(a) wyneb yn wyneb yn ystod apwyntiadau clinigol,

(b) drwy dechnoleg ddigidol o bell pan fo'n briodol a chyda chydsyniad y claf,

(c) drwy sesiynau addysg grŵp pan fo'n briodol, neu

(d) drwy gyfuniad o'r dulliau uchod.

Cyflenwi ar sail tîm

27. Caniateir i wasanaethau atal gael eu cyflenwi gan unrhyw aelod o dîm deintyddol contractwr sydd wedi cael hyfforddiant priodol, gan gynnwys—

(a) deintyddion,

(b) therapyddion deintyddol,

(c) hylenyddion deintyddol,

(d) nyrsys deintyddol â dyletswyddau estynedig mewn addysg iechyd geneuol, neu

(e) proffesiynolion gofal deintyddol eraill fel y bo'n briodol.

Goruchwylio proffesiynolion gofal deintyddol eraill

28. Pan gyflenwir gwasanaethau atal gan broffesiynolyn gofal deintyddol heblaw deintydd, rhaid i'r contractwr sicrhau bod trefniadau goruchwylio priodol yn eu lle yn unol â gofynion rheoleiddiol proffesiynol.

Ymarfer sy'n seiliedig ar dystiolaeth

29. Rhaid i'r contractwr gyflenwi gwasanaethau atal yn unol â chanllawiau cyfredol sy'n seiliedig ar dystiolaeth, gan gynnwys—

(a) y canllawiau a nodir yn "Delivering Better Oral Health(**27**)" fel y'i diweddarir o bryd i'w gilydd,

(b) canllawiau a ddyroddir gan y Sefydliad Cenedlaethol dros Ragoriaeth mewn Iechyd a Gofal (NICE) yn enwedig y canllawiau sy'n dwyn yr enw "Dental recall—Recall interval between routine dental examinations"(**28**),

(c) canllawiau proffesiynol a ddyroddir gan y Cyngor Deintyddol Cyffredinol, a

(d) unrhyw ganllawiau a roddir gan Weinidogion Cymru neu'r Bwrdd Iechyd Lleol.

Gwasanaethau atal ar sail risg

30. Rhaid i'r contractwr deilwra dwyster ac amlder gwasanaethau atal yn ôl proffil risg y claf (uchel, cymedrol, isel yn unol â pharagraffau 31 i 33) fel y'i penderfynir drwy asesiad clinigol.

Cleifion risg uchel

31. Ar gyfer cleifion sydd wedi eu hasesu fel rhai risg uchel, rhaid i wasanaethau atal gynnwys—

(a) ymyriadau ataliol amlach,

(b) cyngor a chymorth ataliol estynedig,

(**27**) Delivering Better Oral Health: an evidence-based toolkit for prevention – GIG Lloegr. Fe'i cyhoeddwyd ar 12 Mehefin 2014.
(**28**) Mae'r canllawiau hyn ar gael o wefan NICE, www.nice.org.uk.

(c) gosod farnais fflworid ar ysbeidiau a benderfynir yn ôl angen clinigol,

(d) ystyried mesurau ataliol ychwanegol, fel selyddion rhychau, ac

(e) monitro ac adolygu amlach.

Cleifion risg gymedrol

32. Ar gyfer cleifion sydd wedi eu hasesu fel rhai risg gymedrol, rhaid i wasanaethau atal gynnwys—

(a) cyngor ataliol rheolaidd ym mhob apwyntiad,

(b) gosod farnais fflworid, pan fo rheswm clinigol amdano,

(c) atgyfnerthu negeseuon ataliol allweddol, a

(d) monitro ffactorau risg.

Cleifion risg isel

33. Ar gyfer cleifion sydd wedi eu hasesu fel rhai risg isel, rhaid i wasanaethau atal gynnwys—

(a) cyngor ataliol sy'n briodol i gynnal statws risg isel,

(b) atgyfnerthu ymddygiadau da o ran iechyd geneuol, ac

(c) adolygiad cyfnodol o'u statws risg.

Ymyriadau ataliol penodol

34. Pan fo rheswm clinigol, caiff gwasanaethau atal gynnwys yr ymyriadau a ganlyn—

(a) gosod farnais fflworid,

(b) gosod selyddion rhychau,

(c) gosod cynhyrchion fflworid ar wyneb y dannedd,

(d) glanhau dannedd yn broffesiynol (digennu a llathru) pan fo hyn yn rhan o strategaeth ataliol,

(e) dadansoddiad a chwnsela deietegol,

(f) cymorth ac atgyfeiriad o ran rhoi'r gorau i ysmygu, ac

(g) ymyriadau ataliol eraill sy'n seiliedig ar dystiolaeth, fel y bo'n briodol.

Gofynion o ran dogfennaeth

35. Rhaid i'r contractwr sicrhau bod yr wybodaeth a ganlyn yn cael ei chofnodi yng nghofnod clinigol y claf mewn perthynas â gwasanaethau atal—

(a) y dyddiad y darparwyd y gwasanaethau atal,

(b) yr aelod o'r tîm deintyddol a ddarparodd y gwasanaethau atal,

(c) y cyngor ataliol penodol a'r ymyriadau ataliol penodol a ddarparwyd,

(d) asesiad risg y claf mewn perthynas â chlefydau geneuol,

(e) unrhyw gynhyrchion ataliol a argymhellwyd neu a ddarparwyd,

(f) unrhyw atgyfeiriadau ymlaen a wnaed (e.e., at wasanaethau rhoi'r gorau i ysmygu),

(g) ymateb y claf i gyngor ataliol, pan fo'n berthnasol, ac

(h) y strategaeth ataliol a gynlluniwyd ar gyfer apwyntiadau yn y dyfodol.

Deunyddiau gwybodaeth i gleifion

36.—(1) Rhaid i'r contractwr sicrhau bod deunyddiau gwybodaeth i gleifion priodol ar gael i gefnogi'r gwaith o gyflenwi gwasanaethau atal, gan gynnwys—

(a) gwybodaeth ysgrifenedig am dechnegau hylendid geneuol,

(b) cyngor deietegol ar gyfer iechyd geneuol,

(c) gwybodaeth am ddefnyddio fflworid,

(d) adnoddau rhoi'r gorau i ysmygu,

(e) deunyddiau ymwybyddiaeth o ganser geneuol, ac

(f) gwybodaeth oed-benodol am iechyd geneuol.

(2) Rhaid i ddeunyddiau gwybodaeth i gleifion—

(a) bod yn seiliedig ar dystiolaeth a bod yn gyson â chanllawiau cyfredol,

(b) bod ar gael yn Gymraeg a Saesneg,

(c) bod ar gael mewn fformatau hygyrch i gleifion ag anghenion cyfathrebu neu anableddau,

(d) bod yn ddiwylliannol briodol, ac

(e) cael eu diweddaru'n rheolaidd i adlewyrchu tystiolaeth a chanllawiau cyfredol.

Monitro ac archwilio

37.—(1) Rhaid i'r Bwrdd Iechyd Lleol fonitro gwaith y contractwr i gyflenwi gwasanaethau atal drwy gymryd o leiaf dri o'r camau a ganlyn ym mhob blwyddyn ariannol—

(a) adolygu cofnodion clinigol,

(b) arolygon ac adborth gan gleifion,

(c) dadansoddi canlyniadau iechyd geneuol,

(d) archwilio'r ymyriadau ataliol a ddarparwyd, ac

(e) asesu cydymffurfedd â chanllawiau sy'n seiliedig ar dystiolaeth.

(2) Rhaid i'r contractwr—

(a) cymryd rhan mewn archwiliadau o'r gwasanaethau atal a gyflenwyd, yn unol â gofynion y Bwrdd Iechyd Lleol,

(b) darparu tystiolaeth o'r gwasanaethau atal a gyflenwyd pan ofynnir amdani,

(c) dangos cydymffurfedd â chanllawiau sy'n seiliedig ar dystiolaeth,

(d) cymryd rhan mewn gweithgareddau gwella ansawdd yn ymwneud ag atal, ac

(e) ymgymryd â datblygiad proffesiynol parhaus mewn deintyddiaeth ataliol.

Torri gofynion atal

38. Gall methiant gan gontractwr i ddarparu gwasanaethau atal yn unol â'r Rhan hon fod yn gyfystyr â thor contract a gall arwain at y Bwrdd Iechyd Lleol yn gwneud y canlynol—

(a) dyfarnu bod tor contract wedi bod a dyroddi hysbysiad adfer neu hysbysiad tor contract, fel y'u diffinnir gan baragraff 69 o Atodlen 3,

(b) dyroddi gofynion i ymgymryd â chamau adfer,

(c) ei gwneud yn ofynnol i wasanaethau atal a gyflenwir gael eu monitro'n estynedig,

(d) dyroddi gofynion o ran hyfforddiant ychwanegol neu ddatblygiad proffesiynol ychwanegol, neu

(e) cymryd mesurau canlyniadau contractiol eraill fel y'u pennir yn Atodlen 3.

Taliadau

39. Rhaid i'r Bwrdd Iechyd Lleol drefnu i bob contractwr gael taliad cydnabyddiaeth am ddarparu gwasanaethau atal drwy daliad y pen yn unol â pharagraff 40 ac unrhyw gyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

Taliad y pen ar gyfer apwyntiadau atal sy'n digwydd o fewn 18 mis i apwyntiad blaenorol

40.—(1) Rhaid i'r contract ddarparu—

(a) bod y contractwr yn cael taliad y pen sy'n gyfwerth â 5% o werth blynyddol y contract i dalu am ddarparu gwasanaethau atal i bob claf;

(b) bod y taliad y pen yn cael ei wneud mewn rhandaliadau misol cyfartal drwy gydol y flwyddyn gontract;

(c) na chaiff y taliad y pen fod yn ddarostyngedig i adenilliad ariannol ar sail lefelau gweithgarwch, ar yr amod bod y contractwr yn cyflenwi gwasanaethau atal yn unol â'r Rhan hon;

(d) pan fo gwaith monitro neu archwilio gan neu ar ran y Bwrdd Iechyd Lleol yn datgelu nad yw'r contractwr yn cyflenwi gwasanaethau atal yn unol â'r Rhan hon, bod y Bwrdd Iechyd Lleol yn cael—

(i) ei gwneud yn ofynnol i gamau adfer gael eu cymryd o fewn cyfnod penodedig,

(ii) cadw yn ôl daliadau y pen yn y dyfodol nes bod cydymffurfedd wedi ei ddangos,

(iii) adennill taliadau y pen a wnaed eisoes mewn cysylltiad â chyfnodau pan nad oedd gwasanaethau atal wedi eu darparu'n briodol, neu

(iv) cymryd camau eraill yn unol â'r darpariaethau tor contract yn Atodlen 3.

(2) Mae'r taliad y pen o dan baragraff 40(1) yn rhoi taliad cydnabyddiaeth i'r contractwr am y canlynol—

(a) cyngor ataliol ac ymyriadau ataliol a ddarperir fel rhan o asesiadau cleifion newydd,

(b) cyngor ataliol ac ymyriadau ataliol a ddarperir fel rhan o apwyntiadau adalw,

(c) cyngor ataliol ac ymyriadau ataliol a ddarperir fel rhan o becynnau gofal,

(d) apwyntiadau ataliol pwrpasol pan fo rheswm clinigol amdanynt,

(e) gosod farnais fflworid, pan fo rheswm clinigol amdano,

(f) darparu deunyddiau gwybodaeth i gleifion,

(g) yr amser a dreuliwyd gan holl aelodau'r tîm deintyddol wrth gyflenwi gwasanaethau atal, ac

(h) costau gweinyddol sy'n gysylltiedig â dogfennu a monitro'r gwaith o gyflenwi gwasanaeth atal.

Taliadau y pen ar gyfer apwyntiadau adalw pan mae 18 mis ers yr apwyntiad blaenorol

41.—(1) Rhaid i'r contract ddarparu—

(a) bod y contractwr yn cael taliad y pen sy'n gyfwerth â 3% o werth blynyddol y contract i roi taliad cydnabyddiaeth i'r contractwr am ddarparu apwyntiadau adalw sydd dros 18 mis yn hwyrach na'r apwyntiad blaenorol;

(b) bod y taliad y pen yn cael ei wneud mewn rhandaliadau misol cyfartal drwy gydol y flwyddyn gontract;

(c) yn ddarostyngedig i is-baragraff (d), na all y taliad y pen fod yn ddarostyngedig i adenilliad ariannol ar sail lefelau gweithgarwch, ar yr amod bod y contractwr yn cyflenwi gwasanaethau atal yn unol â'r Rhan hon;

(d) pan fo gwaith monitro neu archwilio yn datgelu nad yw'r contractwr yn cyflenwi gwasanaethau atal yn unol ag is-baragraff (2)(a) isod, bod y Bwrdd Iechyd Lleol yn cael—

(i) ei gwneud yn ofynnol i gamau adfer gael eu cymryd o fewn cyfnod penodedig,

(ii) cadw yn ôl daliadau y pen yn y dyfodol nes bod cydymffurfedd wedi ei ddangos,

(iii) adennill taliadau y pen a wnaed eisoes mewn cysylltiad â chyfnodau pan nad oedd gwasanaethau atal wedi eu darparu'n briodol, neu

(iv) cymryd camau eraill yn unol â'r darpariaethau tor contract yn Atodlen 3.

(2) Mae'r taliad y pen o dan baragraff 41(1) yn rhoi taliad cydnabyddiaeth i'r contractwr am y canlynol—

(a) adalw o leiaf 80% o'r cleifion gweithredol risg isel sy'n destun ysbeidiau adalw o rhwng 18 a 24 mis,

(b) cyngor ataliol ac ymyriadau ataliol a ddarperir fel rhan o'r apwyntiadau adalw cleifion risg isel hynny, ac

(c) gosod farnais fflworid fel rhan o'r apwyntiadau adalw risg isel hynny, pan fo rheswm clinigol amdano.

Ymyriad ataliol yn ystod pecyn gofal

42. Rhoddir taliad cydnabyddiaeth am ymyriadau ataliol penodol sy'n ffurfio rhan o becyn gofal (megis selyddion rhychau neu gwnsela deietegol estynedig) drwy'r taliad am y pecyn gofal o dan baragraff 19 ac nid drwy'r taliadau y pen am y gwasanaeth atal o dan baragraff 40 neu 41, yn ôl y digwydd.

Datblygiad proffesiynol parhaus

43.—(1) Rhaid i'r contractwr sicrhau bod pob aelod o'r tîm deintyddol sy'n ymwneud â chyflenwi gwasanaethau atal yn ymgymryd â datblygiad proffesiynol parhaus rheolaidd mewn deintyddiaeth ataliol, gan gynnwys—

(a) diweddariadau ar ganllawiau ataliol sy'n seiliedig ar dystiolaeth,

(b) hyfforddiant mewn technegau newid ymddygiad,

(c) hyfforddiant mewn cyflenwi gwasanaethau atal i grwpiau cleifion amrywiol,

(d) hyfforddiant mewn defnyddio technoleg ddigidol ar gyfer cyflenwi gwasanaeth atal, ac

(e) datblygiad proffesiynol perthnasol arall fel y bo'n briodol.

(2) Rhaid i'r contractwr gadw tystiolaeth o ddatblygiad proffesiynol parhaus mewn deintyddiaeth ataliol am 24 mis o'r dyddiad yr ymgymerwyd â'r datblygiad proffesiynol parhaus a'i rhoi ar gael i'r Bwrdd Iechyd Lleol pan ofynnir amdani at ddibenion archwilio.

Hysbysiad dadrestru – gwasanaethau atal

44. Pan gychwynnir dadrestru, rhaid i'r contractwr—

(a) hysbysu'r claf yn ysgrifenedig am y bwriad i'w ddileu o'i restr o gleifion gweithredol, gan gynnwys y rhesymau a nifer yr apwyntiadau a gollwyd,

(b) darparu i'r claf gyfle i ymateb o fewn 14 o ddiwrnodau clir ac, os yw'n ymateb, ystyried a ddylid atal y broses ddadrestru, ac

(c) cofnodi'r apwyntiadau a gollwyd a'r ohebiaeth yng nghofnod clinigol y claf.

Dadrestru ar ôl 36 mis

45. Os nad yw claf gweithredol wedi dod i apwyntiad â phractis y contractwr am gyfnod o 36 mis rhaid i'r contractwr—

(a) dadrestru'r claf, a

(b) cynghori'r claf i gofrestru drwy'r Porth Mynediad Deintyddol i'w ailddyrannu.

RHAN 5

BLAENORIAETHAU CENEDLAETHOL

46. Rhaid i'r contract ei gwneud yn ofynnol bod contractwyr yn gwneud trefniadau i ddilyn Blaenoriaethau Cenedlaethol yn unol â'r Cynllun Blaenoriaethau Cenedlaethol.

47. Ystyr y Cynllun Blaenoriaethau Cenedlaethol yw gwneud trefniadau i gyflenwi eitemau dethol o'r rhestr isod yn unol â chyfarwyddydau a ddyroddir gan Weinidogion Cymru o dan adran 60(3)(b)(i) o Ddeddf 2006—

(a) gwella ansawdd,

(b) rheoli ansawdd,

(c) mynd i'r afael ag anghydraddoldeb,

(d) gwella mynediad at wasanaethau ar gyfer carfannau o gleifion a dargedir,

(e) datblygu modelau newydd ar gyfer cyflenwi gwasanaethau gan gynnwys gofal integredig i reoli clefydau cronig,

(f) datblygu'r defnydd o amrywiaeth o broffesiynolion deintyddol i gyflenwi gofal deintyddol yn fwy effeithiol ac effeithlon,

(g) cyflenwi gwasanaethau'n ddigidol,

(h) gwella gwaith atal a rheoli haint, ac

(i) cynaliadwyedd (deintyddiaeth wyrddach).

ATODLEN 2

PECYNNAU GOFAL

Teitl	*Disgrifiad*
Pecyn Gofal Adferol Syml	Mae'n cynnwys llenwadau, coronau dros dro, coronau Hall, ac echdynnu hyd at gyfanswm o 4 dant.
Pecyn Gofal Adferol Helaeth	Fel y pecyn gofal adferol syml ar gyfer 5 i 8 dant. Deunydd cyfansawdd ar gyfer dannedd blaen (dant llygad i ddant llygad). Ar gyfer dannedd ôl, defnyddir deunyddiau clinigol briodol, sy'n cynnwys amalgam a deunyddiau amgen yn lle amalgam.
Pecyn Gofal Periodontol (uchafswm o ddau y claf y flwyddyn)	Asesir mynediad pan gymerir claf ymlaen ar ôl asesiad, ond rhaid i'r claf gyflawni sgôr plac o 30% o leiaf erbyn y trydydd ymweliad Addysg Iechyd Geneuol. Mae'n cynnwys sgôr plac a chyfarwyddyd hylendid geneuol wedi ei deilwra, siart pocedi chwe phwynt, dileu plac mecanyddol proffesiynol a digrammenu pocedi. Disgwylir i ddeiliaid contract ddilyn canllawiau, megis canllawiau Cymdeithas Periodontoleg Prydain ar reoli cleifion â chlefyd periodontol.
Pecyn Gofal Dannedd Gosod	Nid yw'n cynnwys ffioedd labordy (i'w talu yn uniongyrchol gan y claf, oni bai ei fod wedi ei esemptio rhag ffioedd GIG). Mae'n cynnwys dannedd gosod uchaf ac isaf, gan gynnwys dannedd gosod Crôm Cobalt os oes rheswm clinigol amdanynt.
Pecyn Gofal Sefydlogi	Ar gyfer cleifion â 7+ dant pydredig, pan fo gan o leiaf ddau o'r dannedd bydredd sy'n estyn yn agos at y bywyn neu i mewn iddo a phan fo'r claf yn awyddus i ymgysylltu. Mae'n cynnwys echdyniadau, mesurau atal Delivering Better Oral Health, triniaethau adferol canolraddol ionomer gwydr, bywynddrychiad, gwaredu ffactorau sy'n dal plac.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Blaen	Ar gyfer hyd at ddau ddant 1-3, gan gynnwys unrhyw driniaethau adferol parhaol.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Ôl	Pecyn sianel y gwreiddyn ar gyfer dannedd ôl a gogilddannedd, ar gyfer hyd at ddau ddant. Mae'n cynnwys ail gilddannedd os yw'r dant yn strategol angenrheidiol i gynnal deintiad (e.e. cleifion nad oes ganddynt gynhaliaeth ôl, rheswm meddygol dros gadw'r dant etc.). Mae'n cynnwys unrhyw orchuddio cysbau sydd ei angen, ac eithrio ffi labordy (a delir gan gleifion, oni bai eu bod yn esempt rhag ffioedd GIG).
Pecyn Gofal Coronau a Phontydd, Mewnosodiadau, Arosodiadau ac Argaenau (wedi ei gyfyngu i 10% o gyfanswm y pecynnau gofal a gyflenwir)	Nid yw'n cynnwys triniaethau adferol dros dro. Pont â hyd at dair uned neu hyd at ddwy goron neu pan ddarperir coron a phont, byddai pont gantilifrog sengl a choron sengl yn cael eu darparu o dan un pecyn gofal. Mae'n cynnwys modelau astudio, pyst a chreiddiau etc. Nid yw'n cynnwys ffioedd labordy.

Pecyn Gofal Amrywiol	Ar gyfer triniaeth ac ymyriadau i gleifion sy'n dod y tu allan i becyn gofal cyfredol neu'r tu allan i'r cyfnod gwarant. Mae'n cynnwys: atgyweirio/ychwanegu/ail-leinio dannedd gosod, esmwytho dannedd gosod, modelau astudio, cyfarpar codi brathiad, biopsi, atgyweirio/ailsmentio coron, pont neu argaen, tynnu pwythau, pericoronitis, llid briwiol madreddol acíwt y deintgig, materion brys orthodontig, atal gwaedlif (ar gyfer echdyniadau a wnaed y tu allan i becyn gofal), soced sych (ar gyfer echdyniadau a wnaed y tu allan i becyn gofal). Nid yw'n cynnwys unrhyw ffi labordy.

1. Mae pecynnau gofal periodontol yn cael eu cyfyngu i ddau y flwyddyn ar gyfer pob claf.

2. Ni chaniateir i gyfanswm y ddarpariaeth o becynnau gofal coronau, pontydd, mewnosodiadau, arosodiadau ac argaenau fod yn fwy na 10% o werth blynyddol y contract bob blwyddyn, oni bai bod cymeradwyaeth ysgrifenedig wedi ei chael gan y Bwrdd Iechyd Lleol ymlaen llaw.

3. Pan fo'n briodol yn glinigol, caniateir cyflenwi triniaeth frys i gleifion gweithredol fel pecyn gofal o fewn yr apwyntiad brys neu apwyntiadau dilynol pan fo'n angenrheidiol.

ATODLEN 3

Rheoliadau 2, 9(5), 9(7), 13(3)(a), 17(6), 19(1), 19(4), 23, 26, 28, 33(1)

TELERAU ERAILL YN Y CONTRACT

RHAN 1
CLEIFION

Personau y mae gwasanaethau gorfodol i'w darparu iddynt

1.—(1) Yn ddarostyngedig i is-baragraffau (3) a (5), caiff y contractwr gytuno i ddarparu gwasanaethau gorfodol o dan y contract i unrhyw glaf newydd neu glaf gweithredol os gofynnir am y gwasanaethau hynny—

(a) gan y person y mae angen y gwasanaethau arno, neu

(b) gan berson a bennir yn is-baragraff (2), ar ran y person y mae angen y gwasanaethau hynny arno.

(2) At ddibenion is-baragraff (1), caniateir gofyn am wasanaethau—

(a) ar ran unrhyw blentyn—

(i) gan y naill riant neu'r llall,

(ii) gan berson a awdurdodir yn briodol gan awdurdod lleol y traddodwyd y plentyn i'w ofal o dan Ddeddf 1989, neu

(iii) gan berson a awdurdodir yn briodol gan sefydliad gwirfoddol y mae'r plentyn yn cael llety ganddo o dan ddarpariaethau'r Ddeddf honno, neu

(b) ar ran unrhyw oedolyn sy'n analluog i wneud cais o'r fath neu i awdurdodi cais o'r fath i gael ei wneud ar ei ran, gan berthynas i'r person hwnnw neu gan brif ofalwr y person hwnnw.

(3) Ni chaiff y contractwr wrthod darparu gwasanaethau gorfodol mewn perthynas â pherson sydd y tu allan i grŵp penodedig o bersonau ond pan fo'r contract yn darparu i'r contractwr ddarparu gwasanaethau o'r fath i grŵp penodedig.

(4) Caiff y contractwr wrthod darparu gwasanaethau o dan y contract i berson os oes ganddo sail resymol dros wneud hynny nad yw'n ymwneud ag—

(a) unrhyw nodweddion gwarchodedig o dan Ddeddf Cydraddoldeb 2010, dosbarth cymdeithasol, golwg na chyflwr meddygol neu ddeintyddol(**29**), na

(b) penderfyniad na phenderfyniad bwriadedig person i dderbyn neu wrthod gwasanaethau deintyddol preifat mewn cysylltiad ag ef ei hun neu aelod o'i deulu.

(5) Nid yw is-baragraff (1) yn gymwys—

(a) pan fo'r Contractwr yn darparu gwasanaethau gorfodol mewn carchar, na

(b) mewn unrhyw achos i swyddogaethau iechyd deintyddol y cyhoedd.

Hoff ddewis claf o ymarferydd deintyddol

2.—(1) Pan fo'r contractwr wedi cytuno i ddarparu gwasanaethau i glaf, rhaid iddo—

(a) rhoi gwybod i'r claf (neu, yn achos plentyn neu oedolyn y mae paragraff 1(2)(b) yn gymwys iddo, y person a wnaeth y cais ar ei ran) am hawl y claf i fynegi hoff ddewis i gael gwasanaethau gan ymarferydd penodol, a

(b) cofnodi yn ysgrifenedig unrhyw hoff ddewis a fynegir gan neu ar ran y claf.

(2) Rhaid i'r contractwr 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 claf, neu

(b) os nad yw'r cyflawnydd sy'n hoff ddewis yn cyflawni yn rheolaidd y gwasanaethau sy'n ofynnol gan y claf o fewn y practis.

(3) Nid yw'r paragraff hwn yn gymwys—

(a) pan fo'r contractwr yn darparu gwasanaethau gorfodol mewn carchar, na

(b) mewn unrhyw achos i swyddogaethau iechyd deintyddol y cyhoedd.

Cleifion treisgar

3.—(1) Pan fo claf i'r contractwr—

(a) wedi cyflawni gweithred o drais yn erbyn un neu ragor o'r personau a bennir yn is-baragraff (3),

(b) wedi ymddwyn yn y fath fodd yn erbyn unrhyw un neu ragor o'r personau a bennir yn is-baragraff (3) fel bod y person hwnnw neu'r personau hynny wedi ofni am ei ddiogelwch neu eu diogelwch, neu

(c) wedi ymddwyn yn y fath fodd fel y byddai unrhyw un neu ragor o'r personau a bennir yn is-baragraff (3) ym marn resymol y contractwr mewn perygl pe byddai gwasanaethau yn cael eu darparu i'r claf hwnnw,

(**29**) 2010 p. 15.

caiff y contractwr wrthod darparu gwasanaethau i'r claf neu caiff derfynu darpariaeth gwasanaethau i'r claf.

(2) Os yw'r amgylchiadau a ddisgrifir yn is-baragraff (1) wedi digwydd a bod y contractwr wedi penderfynu nad yw'n fodlon darparu gwasanaethau i'r claf hwnnw mwyach, rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol am y penderfyniad hwn o fewn 7 niwrnod clir i'r penderfyniad gael ei wneud a dechrau'r broses ddadrestru, os yw'n berthnasol.

(3) Ystyr y cyfeiriad at berson yn is-baragraff (1) yw—

(a) y contractwr pan fo'n ymarferydd deintyddol unigol,

(b) yn achos contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, partner yn y bartneriaeth honno,

(c) yn achos contract gyda chorfforaeth ddeintyddol, cyfarwyddwr, prif weithredwr neu ysgrifennydd cwmni i'r gorfforaeth honno, neu aelod ohoni, neu berson y mae cyfrannau yn y gorfforaeth honno yn eiddo iddo yn gyfreithiol ac yn llesiannol,

(d) aelod o staff y contractwr,

(e) person a gymerir 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) ym mangre'r practis, neu

(ii) yn y man lle y darparwyd gwasanaethau i'r claf o dan y contract.

(4) Caniateir i hysbysiad o dan is-baragraff (2) gael ei roi drwy unrhyw gyfrwng, gan gynnwys ffôn, ffacs neu e-bost, ond os na chaiff ei roi yn ysgrifenedig, rhaid ei gadarnhau yn ysgrifenedig o fewn 7 niwrnod clir (ac at y diben hwn nid yw hysbysiad a anfonir drwy ffacs nac e-bost yn un ysgrifenedig).

(5) Yr amser pryd y mae'r contractwr yn hysbysu'r Bwrdd Iechyd Lleol yw'r amser pryd y mae'n gwneud yr alwad ffôn neu'n anfon neu'n danfon yr hysbysiad i'r Bwrdd Iechyd Lleol.

(6) Rhaid i'r Bwrdd Iechyd Lleol—

(a) cydnabod yn ysgrifenedig fod yr hysbysiad gan y contractwr o dan is-baragraff (2) wedi dod i law,

(b) sicrhau bod effaith yr hysbysiad wedi ei gofnodi yn y Porth Mynediad Deintyddol er mwyn atal ailddyrannu'r claf hwnnw i'r contractwr hwnnw, ac

(c) cymryd pob cam rhesymol i roi gwybod i'r claf o dan sylw cyn gynted ag y bo'n rhesymol ymarferol.

Cleifion sy'n gwrthod talu ffioedd GIG cyn dechrau triniaeth neu yn ystod triniaeth

4.—(1) Os yw'r contractwr, yn unol ag Atodlen 5, wedi gofyn am i'r claf dalu ffi mewn cysylltiad â'r cwrs o driniaeth hwnnw a bod y claf wedi methu â thalu'r ffi honno, caiff y contractwr—

(a) gwrthod dechrau cwrs o driniaeth, neu

(b) terfynu cwrs o driniaeth cyn ei gwblhau, a

phan fo wedi dod â chwrs o driniaeth i ben yn unol ag is-baragraff (a) neu (b), ddechrau'r broses ddadrestru.

(2) Pan fo'r contractwr yn gwrthod darparu gwasanaethau neu wedi terfynu cwrs o driniaeth o dan is-baragraff (1), rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol o fewn

7 niwrnod clir ac, os yw'r contractwr wedi cychwyn y broses ddadrestru, ei hysbysu am hyn.

(3) Caniateir rhoi hysbysiad o dan is-baragraff (2) drwy unrhyw gyfrwng gan gynnwys ffôn, ffacs neu e-bost ond os na chaiff ei roi yn ysgrifenedig, rhaid ei gadarnhau yn ysgrifenedig o fewn 7 niwrnod clir (ac at y diben hwn nid yw hysbysiad a anfonir drwy ffacs nac e-bost yn un ysgrifenedig).

(4) Os yw'r hysbysiad o dan is-baragraff (2) yn cadarnhau bod dadrestru wedi ei gychwyn rhaid i'r Bwrdd Iechyd Lleol—

(a) cydnabod yn ysgrifenedig fod yr hysbysiad gan y contractwr o dan is-baragraff (2) wedi dod i law,

(b) sicrhau bod effaith yr hysbysiad wedi ei gofnodi yn y Porth Mynediad Deintyddol er mwyn atal ailddyrannu'r claf hwnnw i'r contractwr hwnnw, ac

(c) cymryd pob cam rhesymol i roi gwybod i'r claf o dan sylw cyn gynted ag y bo'n rhesymol ymarferol.

Tor perthynas diwrthdro rhwng y contractwr a'r claf

5.—(1) Rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol o fewn 7 niwrnod iddo wneud y penderfyniad nad yw'n fodlon darparu gwasanaethau i glaf mwyach o dan y contract —

(a) pan fo tor perthynas diwrthdro wedi bod, ym marn resymol y contractwr, rhwng y claf a'r contractwr hwnnw, a

(b) pan fo hysbysiad am y tor perthynas hwnnw wedi ei roi i'r claf gan y contractwr.

(2) Pan fo hysbysiad o dan is-baragraff (1) wedi ei anfon i'r Bwrdd Iechyd Lleol, rhaid i'r contractwr ddechrau'r broses ddadrestru.

(3) Caniateir rhoi'r hysbysiad o dan is-baragraff (1) ac (1)(b) drwy unrhyw gyfrwng gan gynnwys ffôn, ffacs neu e-bost ond os na chaiff ei roi yn ysgrifenedig, rhaid ei gadarnhau yn ysgrifenedig o fewn 7 niwrnod clir (ac at y diben hwn nid yw hysbysiad a anfonir drwy ffacs nac e-bost yn un ysgrifenedig).

(4) Ar ôl i'r hysbysiad o dan is-baragraff (1) ddod i law rhaid i'r Bwrdd Iechyd Lleol—

(a) cydnabod yn ysgrifenedig fod yr hysbysiad gan y contractwr o dan is-baragraff (1) wedi dod i law,

(b) sicrhau bod effaith yr hysbysiad wedi ei gofnodi yn y Porth Mynediad Deintyddol er mwyn atal ailddyrannu'r claf hwnnw i'r contractwr hwnnw, ac

(c) cymryd pob cam rhesymol i roi gwybod i'r claf o dan sylw cyn gynted ag y bo'n rhesymol ymarferol.

RHAN 2

DARPARU GWASANAETHAU

Cwrs o driniaeth

6.—(1) Ac eithrio yn achos swyddogaethau iechyd deintyddol y cyhoedd, rhaid i'r contractwr ddarparu gwasanaethau gorfodol i glaf drwy ddarparu cwrs o driniaeth i'r claf hwnnw.

(2) Rhaid i'r contractwr ddefnyddio ei ymdrechion gorau i sicrhau bod cwrs o driniaeth yn cael ei gwblhau o fewn cyfnod rhesymol i'r dyddiad—

(a) y cafodd y cynllun triniaeth ei ysgrifennu yn unol â pharagraff 7(1), neu

(b) pan na fo cynllun triniaeth yn ofynnol yn unol â'r paragraff hwnnw, y cynhaliwyd yr archwiliad ac asesiad cychwynnol o'r claf.

(3) Pan fo contractwr yn darparu triniaeth frys i glaf, mae'r driniaeth frys a ddarperir yn gyfystyr â chwrs o driniaeth, ac nid oes gwasanaethau eraill i'w darparu yn ystod y cwrs o driniaeth hwnnw.

(4) Rhaid i unrhyw wasanaethau pellach sydd i'w darparu i'r claf hwnnw o dan y contract gael eu darparu fel cwrs o driniaeth newydd os yw cwrs o driniaeth—

(a) yn cael ei ddiweddu cyn iddo gael ei gwblhau, neu

(b) fel arall ddim yn cael ei gwblhau o fewn cyfnod rhesymol.

(5) Ni chaniateir diweddu cwrs o driniaeth ond gan—

(a) y contractwr—

(i) pan fo'r amgylchiadau y cyfeirir atynt ym mharagraff 3(1) o'r Atodlen hon (cleifion treisgar) yn digwydd a phan fo hysbysiad nad yw'r contractwr yn fodlon darparu gwasanaethau mwyach wedi ei roi i'r Bwrdd Iechyd Lleol,

(ii) pan fo'r claf wedi gwrthod talu ffi yn yr amgylchiadau y cyfeirir atynt ym mharagraff 4 o'r Atodlen hon (cleifion sy'n gwrthod talu ffioedd GIG cyn dechrau triniaeth neu yn ystod triniaeth), neu

(iii) pan fo paragraff 5 (tor perthynas diwrthdro rhwng y contractwr a'r claf) yn gymwys a bo hysbysiad wedi ei roi i'r claf ac i'r Bwrdd Iechyd Lleol,

(b) y claf, neu

(c) person a bennir ym mharagraff 1(2) o'r Atodlen hon sy'n gweithredu ar ran y claf.

(6) Os nad yw'r contractwr yn gallu cwblhau'r cwrs o driniaeth sydd wedi ei ddechrau am resymau sydd y tu hwnt i'w reolaeth, rhaid i'r contractwr roi hysbysiad i'r Bwrdd Iechyd Lleol o fewn 14 o ddiwrnodau clir am hyd a lled y driniaeth a ddarparwyd felly a'r rheswm dros yr anallu i gwblhau gweddill y driniaeth.

Cynlluniau triniaeth

7.—(1) Pan fo'r contractwr yn cytuno i ddarparu cwrs o driniaeth fel rhan o becyn gofal i glaf, rhaid iddo, ar adeg yr archwiliad ac asesiad cychwynnol o'r claf hwnnw, sicrhau y darperir cynllun triniaeth i'r claf ar ffurflen a gyflenwir at y diben hwnnw gan y Bwrdd Iechyd Lleol y mae'n rhaid iddi bennu—

(a) enw'r claf,

(b) enw'r contractwr,

(c) manylion y mannau lle y bwriedir i'r claf gael y gwasanaethau,

(d) y rhif ffôn y gellir ei ddefnyddio i gysylltu â'r contractwr yn ystod oriau arferol y ddeintyddfa,

(e) manylion y gwasanaethau (os o gwbl) yr ystyrir, ar ddyddiad yr archwiliad, eu bod yn angenrheidiol i sicrhau iechyd geneuol y claf,

(f) y ffi GIG, os o gwbl, mewn cysylltiad â'r gwasanaethau hynny os y'u darperir yn unol â'r contract, ac

(g) unrhyw gynigion y gall fod gan y contractwr ar gyfer gwasanaethau deintyddol preifat fel dewis amgen yn lle'r gwasanaethau a gynigir o dan y contract, gan

gynnwys manylion am y gost i'r claf pe bai'n derbyn y ddarpariaeth o wasanaethau deintyddol preifat.

(2) Os yw'r claf, ar ôl ystyried y cynllun triniaeth a ddarparwyd yn unol ag is-baragraff (1), yn penderfynu derbyn y ddarpariaeth o wasanaethau deintyddol preifat yn lle'r holl wasanaethau o dan y contract neu ran ohonynt, rhaid i'r contractwr sicrhau bod y claf yn llofnodi'r cynllun triniaeth yn y man priodol i ddangos ei fod wedi deall natur y gwasanaethau deintyddol preifat sydd i'w darparu a'i fod yn derbyn y gwasanaethau hynny.

(3) Pan fo angen amrywio'r gwasanaethau a gynhwyswyd yn y cynllun triniaeth o dan y paragraff hwn, rhaid i'r contractwr ddarparu i'r claf gynllun triniaeth diwygiedig yn unol ag is-baragraff (1).

(4) Yn ddarostyngedig i baragraff 6(5), rhaid i'r contractwr ddarparu'r gwasanaethau y manylir arnynt yn y cynllun triniaeth, neu pan fo'r cynllun triniaeth wedi ei ddiwygio, yn y cynllun triniaeth diwygiedig.

(5) Pan fo claf yn gofyn i'r contractwr ddarparu iddo grynodeb o'r gofal a'r driniaeth a ddarparwyd o dan y cynllun triniaeth am ei fod yn bwriadu cael gwasanaethau gan gontractwr arall, rhaid i'r contractwr ddarparu iddo unrhyw grynodeb y mae'n ystyried ei fod yn briodol (gan gynnwys manylion y gofal a'r driniaeth na fyddai'n hawdd eu gweld o'u harchwilio'n weledol).

(6) Rhaid cyflenwi'r crynodeb y cyfeirir ato yn is-baragraff (5) i'r claf ar ffurflen a gyflenwir at y diben hwnnw gan y Bwrdd Iechyd Lleol o fewn 28 niwrnod clir i ofyn amdano.

Cwblhau cyrsiau o driniaeth

8.—(1) Rhaid i'r contractwr ddangos ar y ffurflen a gyflenwir i'r Bwrdd Iechyd Lleol yn unol â pharagraff 38(3) a gafodd y cwrs o driniaeth ei gwblhau, ac os na chafodd y cwrs o driniaeth ei gwblhau, rhaid iddo ddarparu'r rheswm dros fethu â chwblhau'r cwrs o driniaeth.

(2) O ran y Bwrdd Iechyd Lleol—

(a) os yw'n penderfynu bod nifer y cyrsiau o driniaeth a ddarparwyd gan y contractwr nad ydynt wedi eu cwblhau yn ormodol, a

(b) os nad yw'n ystyried bod y rhesymau a roddwyd gan y contractwr dros fethu â chwblhau'r cyrsiau o driniaeth yn foddhaol,

mae ganddo hawlogaeth i arfer ei bwerau o dan baragraff 57(2) ar y sail nad yw'r contractwr, yn unol â pharagraff 6(2), yn defnyddio ei ymdrechion gorau i sicrhau bod cyrsiau o driniaeth yn cael eu cwblhau.

Atgyfeirio at gontractwr arall, ysbyty neu ddarparwr gwasanaeth perthnasol arall ar gyfer gwasanaethau gorfodol uwch, gwasanaethau cartref neu wasanaethau tawelyddu

9.—(1) Pan fo ar glaf angen gwasanaethau gorfodol uwch, gwasanaethau cartref neu wasanaethau tawelyddu nas darperir o dan y contract gan y contractwr, rhaid i'r contractwr, os yw'r claf yn cytuno, atgyfeirio'r claf hwnnw yn unol ag is-baragraff (2) i wasanaeth atgyfeirio wedi ei ddarparu gan gontractwr amgen, ysbyty neu ddarparwr gwasanaeth perthnasol arall o dan Ran 1 o Ddeddf 2006.

(2) Wrth atgyfeirio claf yn unol ag is-baragraff (1), rhaid i'r contractwr ddarparu—

(a) i'r claf sy'n cael ei atgyfeirio, hysbysiad atgyfeirio ar ffurflen a gyflenwir at y diben hwnnw gan y Bwrdd Iechyd Lleol y mae'n rhaid iddi bennu'r gwasanaethau y

manylir arnynt yn y cynllun triniaeth sydd i'w cynnal gan y contractwr amgen, yr ysbyty neu'r darparwr gwasanaeth perthnasol arall, a

(b) i'r contractwr amgen, yr ysbyty neu'r darparwr gwasanaeth perthnasol arall, naill ai adeg yr atgyfeiriad neu cyn gynted ag y bo'n rhesymol ymarferol wedi hynny—

(i) copi o'r cynllun triniaeth a ddarparwyd i'r claf yn unol â pharagraff 7,

(ii) copi o'r hysbysiad atgyfeirio, a

(iii) datganiad o'r swm a dalwyd iddo, neu sy'n ddyledus i'w dalu iddo, gan y claf o dan Reoliadau (Ffioedd) 2006 mewn cysylltiad â'r cwrs o driniaeth pryd y gwneir yr atgyfeiriad.

(3) Pan fo'r claf yn hysbysu'r contractwr, ar lafar neu yn ysgrifenedig, nad yw'n dymuno cael ei atgyfeirio at y contractwr amgen, yr ysbyty neu'r darparwr gwasanaeth perthnasol arall a ddewiswyd gan y contractwr, rhaid i'r contractwr, os gofynnir iddo wneud hynny gan y claf, ddefnyddio ei ymdrechion gorau i atgyfeirio'r claf at gontractwr, ysbyty neu ddarparwr gwasanaeth perthnasol addas arall o dan Ran 1 o Ddeddf 2006 ar gyfer darparu'r gwasanaeth atgyfeirio.

Cymysgu gwasanaethau a ddarperir o dan y contract â gwasanaethau deintyddol preifat

10.—(1) Yn ddarostyngedig i is-baragraff 2, caiff contractwr, gyda chydsyniad y claf, ddarparu'n breifat unrhyw ran o gwrs o driniaeth ar gyfer y claf hwnnw, gan gynnwys mewn amgylchiadau pan fo'r claf hwnnw wedi ei atgyfeirio at y contractwr ar gyfer gwasanaeth atgyfeirio.

(2) Ni chaiff contractwr ddarparu'n breifat fel rhan o gwrs o driniaeth o dan y contract unrhyw driniaeth sy'n ymwneud â rhoi anaesthesia cyffredinol neu ddarparu tawelydd.

(3) Ni chaiff contractwr, gyda'r bwriad o gael cytundeb claf i gael gwasanaethau'n breifat—

(a) cynghori claf nad yw'r gwasanaethau sy'n angenrheidiol yn ei achos ef ar gael gan y contractwr o dan y contract, na

(b) ceisio camarwain y claf ynghylch ansawdd y gwasanaethau sydd ar gael o dan y contract.

(4) Yn is-baragraff (2), ystyr "ddarparu tawelydd" yw darparu un neu ragor o gyffuriau i glaf er mwyn cynhyrchu cyflwr lle mae gweithrediad y system nerfol ganolog wedi ei arafu i alluogi triniaeth i gael ei chynnal.

Atgyweirio neu amnewid triniaethau adferol

11.—(1) Yn ddarostyngedig i is-baragraff (4), pan fo angen atgyweirio neu amnewid triniaeth adferol a bennir yn is-baragraff (2) rhaid i'r contractwr atgyweirio neu amnewid y driniaeth adferol heb godi ffi ar y claf.

(2) Y triniaethau adferol y cyfeirir atynt yn is-baragraff (1) yw unrhyw lenwad, llenwad gwreiddyn, mewnosodiad, argaen porslen neu goron a ddarparwyd gan y contractwr i glaf yng nghwrs darparu gwasanaethau o dan y contract, y mae rhaid ei atgyweirio neu ei hatgyweirio neu ei amnewid neu ei hamnewid yn ystod y cyfnod perthnasol i sicrhau iechyd geneuol.

(3) Mae atgyweirio neu amnewid triniaeth adferol a bennir yn is-baragraff (2) yn gwrs o driniaeth o dan becyn gofal at ddibenion cyfrifo cyfran y gwasanaethau gorfodol o dan reoliad 17 er nad oes ffi yn cael ei chodi na'i hadennill yn unol â Rheoliadau (Ffioedd) 2006.

(4) Nid yw is-baragraff yn gymwys—

(a) pan fo person heblaw'r contractwr, o fewn y cyfnod perthnasol, wedi darparu triniaeth ar y dant y darparwyd y driniaeth adferol mewn cysylltiad ag ef,

(b) pan fo'r contractwr wedi rhoi gwybod i'r claf ar adeg y driniaeth adferol y bwriadwyd i'r driniaeth adferol fod yn un dros dro, a bod hynny wedi ei gofnodi yng nghofnod y claf,

(c) pan fo cyflwr y dant y darparwyd y driniaeth adferol mewn cysylltiad ag ef, ym marn y contractwr, yn golygu na ellir atgyweirio nac amnewid y driniaeth adferol yn foddhaol a bod angen triniaeth wahanol nawr, neu

(d) pan fo'r atgyweiriad neu amnewidiad yn ofynnol o ganlyniad i drawma.

(5) Yn y paragraff hwn, ystyr "y cyfnod perthnasol" yw—

(a) y cyfnod o 12 mis sy'n dechrau â'r dyddiad y darparwyd y driniaeth adferol, ac sy'n dod i ben 12 mis ar ôl y dyddiad hwnnw, yn achos triniaeth a ddarparwyd mewn apwyntiad gofal brys, a

(b) y cyfnod o 24 mis sy'n dechrau â'r dyddiad y darparwyd y driniaeth adferol, ac sy'n dod i ben 24 mis ar ôl y dyddiad hwnnw, yn achos triniaeth a ddarparwyd o dan becyn gofal.

(6) Yn y paragraff hwn, ystyr "atgyweirio" neu "amnewid" yw darparu triniaeth adferol sydd yr un fath neu'n debyg.

Mangreoedd, cyfleusterau a chyfarpar

12.—(1) Rhaid i'r contractwr sicrhau bod mangre'r practis a ddefnyddir er mwyn darparu gwasanaethau o dan y contract—

(a) yn addas i gyflenwi'r gwasanaethau hynny, a

(b) yn ddigonol i ddiwallu anghenion rhesymol cleifion y contractwr.

(2) Mae'r rhwymedigaeth yn is-baragraff (1) yn cynnwys darparu ystafell aros briodol a digonol ar gyfer cleifion.

(3) Rhaid i'r contractwr ddarparu, mewn perthynas â'r holl wasanaethau sydd i'w darparu o dan y contract, unrhyw gyfleusterau ac offer eraill sy'n angenrheidiol i'w alluogi i gyflawni'r gwasanaeth hwnnw yn briodol.

(4) Yn y paragraff hwn, mae "mangre'r practis" yn cynnwys deintyddfa symudol.

Gwasanaethau ffôn

13.—(1) Ni chaiff y contractwr fod yn barti i unrhyw gontract na threfniant arall y mae'r rhif ar gyfer ei wasanaethau ffôn odano yn rhif ffôn symudol neu'n rhif cyfradd premiwm neu'n codi tâl ar y person sy'n galw sy'n fwy na'r gyfradd sylfaenol sy'n gymwys i alwadau i rifau daearyddol os defnyddir y rhif hwnnw er mwyn—

(a) i gleifion gysylltu â'r practis at unrhyw ddiben sy'n gysylltiedig â'r contract, neu

(b) i unrhyw berson arall gysylltu â'r practis mewn perthynas â gwasanaethau a ddarperir fel rhan o'r gwasanaeth iechyd.

(2) Yn y paragraff hwn, ystyr "rhif ffôn symudol" yw rhif ffôn sy'n dechrau â'r rhifau 07 wedi eu dilyn gan 9 digid arall.

Canllawiau'r Sefydliad Cenedlaethol dros Ragoriaeth mewn Iechyd a Gofal

14. Rhaid i'r contractwr ddarparu gwasanaethau o dan y contract yn unol ag unrhyw ganllawiau perthnasol a ddyroddir gan y Sefydliad Cenedlaethol dros Ragoriaeth mewn Iechyd a Gofal(**30**), yn benodol y canllawiau sy'n dwyn yr enw "Dental recall— Recall interval between routine dental examinations"(**31**).

Rheoli heintiau

15. Rhaid i'r contractwr sicrhau bod ganddo drefniadau priodol ar gyfer rheoli heintiau a dihalogi yn unol â chanllawiau a roddir gan Weinidogion Cymru.

Triniaeth o dan anaesthesia cyffredinol: gwaharddiad

16. Ni chaiff y contractwr ddarparu unrhyw wasanaethau o dan y contract sy'n ymwneud â darparu anaesthesia cyffredinol.

Y Gymraeg

17.—(1) Pan fo'r contractwr yn darparu gwasanaethau deintyddol o dan y contract drwy gyfrwng y Gymraeg, rhaid iddo hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig.

(2) Rhaid i'r contractwr 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 contractwr yn arddangos arwydd newydd neu hysbysiad newydd mewn cysylltiad â gwasanaethau deintyddol 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 contractwr ddefnyddio'r gwasanaeth cyfieithu a gynigir gan y Bwrdd Iechyd Lleol at y diben hwn.

(4) Rhaid i'r contractwr annog y rhai sy'n siarad Cymraeg ac yn cyflenwi gwasanaethau deintyddol o dan y contract i wisgo bathodyn, a ddarperir gan y Bwrdd Iechyd Lleol, i gyfleu eu bod yn gallu siarad Cymraeg.

(5) Rhaid i'r contractwr annog y rhai sy'n cyflenwi gwasanaethau deintyddol o dan y contract i ddefnyddio gwybodaeth a/neu fynychu cyrsiau hyfforddiant a digwyddiadau a ddarperir gan y Bwrdd Iechyd Lleol fel y gallant ddatblygu—

(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 deintyddol o dan y contract.

(6) Rhaid i'r contractwr annog y rhai sy'n cyflenwi gwasanaethau deintyddol 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.

(**30**) Sefydlwyd y Sefydliad Cenedlaethol dros Ragoriaeth mewn Iechyd a Gofal o dan adrannau 232 i 247 o Ddeddf Iechyd a Gofal Cymdeithasol 2012 (p. 7).
(**31**) Mae'r canllawiau hyn ar gael o wefan NICE, www.nice.org.uk.

RHAN 3

CYFLENWI CYFFURIAU A RHAGNODI

Cyffredinol

18. Rhaid i'r contractwr sicrhau bod unrhyw ffurflen bresgripsiwn ar gyfer cyffuriau rhestredig, meddyginiaethau rhestredig neu gyfarpar deintyddol rhestredig a ddyroddir gan ragnodydd yn cydymffurfio fel y bo'n briodol â'r gofynion yn y Rhan hon.

Cyflenwi cyffuriau

19.—(1) Caiff rhagnodydd gyflenwi i glaf unrhyw gyffuriau rhestredig, meddyginiaethau rhestredig neu gyfarpar deintyddol rhestredig sy'n ofynnol i'w defnyddio neu ei ddefnyddio ar unwaith cyn dyroddi presgripsiwn ar gyfer y cyffuriau neu'r meddyginiaethau hynny neu'r cyfarpar deintyddol hwnnw yn unol â pharagraff 20.

(2) Caiff y rhagnodydd ei hunan roi i glaf unrhyw gyffur rhestredig neu feddyginiaeth restredig sy'n ofynnol ar gyfer triniaeth y claf hwnnw.

Dyroddi ffurflenni presgripsiwn

20.—(1) Rhaid i ragnodydd archebu unrhyw gyffuriau rhestredig, meddyginiaethau rhestredig neu gyfarpar deintyddol rhestredig (ac eithrio'r rheini a gyflenwir o dan baragraff 19) sy'n ofynnol ar gyfer triniaeth unrhyw glaf y mae'n darparu gwasanaethau iddo o dan y contract drwy ddyroddi i'r claf ffurflen bresgripsiwn.

(2) Rhaid i ffurflen bresgripsiwn—

(a) cael ei llofnodi gan y rhagnodydd, a

(b) cael ei dyroddi ar wahân i bob claf y mae'r contractwr yn darparu gwasanaethau iddo o dan y contract.

(3) At ddibenion y paragraff hwn, ystyr "ffurflen bresgripsiwn" yw ffurflen a gyflenwir at ddibenion y paragraff hwn gan y Bwrdd Iechyd Lleol.

Rhagnodi'n ormodol

21. Ni chaiff rhagnodwr ragnodi cyffuriau rhestredig, meddyginiaethau rhestredig na chyfarpar deintyddol rhestredig y mae eu cost neu ei gost neu eu swm neu ei swm, mewn perthynas ag unrhyw glaf, oherwydd natur y cyffur hwnnw, y feddyginiaeth honno neu'r cyfarpar deintyddol hwnnw, yn fwy na'r hyn a oedd yn rhesymol angenrheidiol ar gyfer trin y claf hwnnw yn briodol.

RHAN 4

PERSONAU SY'N CYFLAWNI GWASANAETHAU

Ymarferwyr deintyddol

22. Caiff ymarferydd deintyddol gyflawni gwasanaethau deintyddol o dan y contract ar yr amod—

(a) ei fod wedi ei gynnwys mewn rhestr cyflawnwyr deintyddol ar gyfer Bwrdd Iechyd Lleol yng Nghymru, a

(b) nad yw ei enwi yn y rhestr honno yn ddarostyngedig i ataliad dros dro.

Proffesiynolion gofal deintyddol

23. Caiff person gyflawni gwasanaethau deintyddol o dan y contract ar yr amod ei fod—

(a) yn hylenydd deintyddol,

(b) yn therapydd deintyddol, neu

(c) yn broffesiynolyn neu'n aelod o ddosbarth fel y pennir mewn rheoliadau a wneir o dan adran 36A(2) o Ddeddf 1984, ac

(i) ei fod yn broffesiynolyn gofal deintyddol, a

(ii) nad yw ei gofrestriad yn y gofrestr o broffesiynolion gofal deintyddol a sefydlwyd o dan adran 36B o Ddeddf 1984 yn ddarostyngedig i ataliad dros dro.

Cyflawnwyr: gofynion pellach

24.—(1) Ni chaiff yr un proffesiynolyn gofal deintyddol na pherson arall heblaw un y mae paragraff 23 yn gymwys iddo gyflawni gwasanaethau clinigol o dan y contract oni bai ei fod wedi ei gofrestru'n briodol â'i gorff proffesiynol perthnasol ac nad yw'r cofrestriad yn ddarostyngedig i ataliad dros dro.

(2) Pan fo—

(a) cofrestriad ymarferydd deintyddol, proffesiynolyn gofal deintyddol neu broffesiynolyn gofal iechyd arall, neu

(b) ymarferydd deintyddol yn cael ei gynnwys mewn rhestr cyflawnwyr deintyddol,

yn ddarostyngedig i amodau, rhaid i'r contractwr sicrhau cydymffurfedd â'r amodau hynny i'r graddau y maent yn berthnasol i'r contract.

(3) Ni chaiff yr un proffesiynolyn gofal iechyd na pherson arall gyflawni unrhyw wasanaethau clinigol o dan y contract oni bai bod ganddo'r profiad clinigol a'i fod wedi cael yr hyfforddiant clinigol sy'n angenrheidiol i'w alluogi i gyflawni'r gwasanaethau hynny'n briodol.

Amodau ar gyfer cyflogaeth a chymryd ymlaen: ymarferwyr deintyddol sy'n cyflawni gwasanaethau deintyddol

25.—(1) Ni chaiff contractwr gyflogi na chymryd ymlaen ymarferydd deintyddol i gyflawni gwasanaethau deintyddol o dan y contract oni bai—

(a) bod yr ymarferydd deintyddol hwnnw wedi darparu i'r contractwr enw a chyfeiriad y Bwrdd Iechyd Lleol y mae'r ymarferydd yn ymddangos yn ei restr o gyflawnwyr deintyddol, a

(b) bod y contractwr wedi gwirio bod yr ymarferydd deintyddol yn bodloni'r gofynion ym mharagraffau 22 a 23.

(2) Pan fo angen cyflogi neu gymryd ymlaen ymarferydd deintyddol ar frys ac nad yw'n bosibl gwirio'r materion y cyfeirir atynt ym mharagraff 22 yn unol ag is-baragraff (1)(b) cyn ei gyflogi neu ei gymryd ymlaen, caniateir ei gyflogi neu ei gymryd ymlaen ar sail dros dro am un cyfnod o hyd at 7 niwrnod clir tra bo gwiriadau o'r fath yn cael eu cynnal.

Amodau ar gyfer cyflogaeth a chymryd ymlaen: personau sy'n cyflawni gwasanaethau deintyddol heblaw ymarferwyr deintyddol

26.—(1) Ni chaiff y contractwr gyflogi na chymryd ymlaen broffesiynolyn gofal deintyddol i gyflawni gwasanaethau deintyddol oni bai bod y contractwr wedi cymryd camau rhesymol i'w fodloni ei hun fod gan y proffesiynolyn gofal deintyddol y profiad clinigol angenrheidiol, a'i fod wedi cael yr hyfforddiant clinigol angenrheidiol, i'w alluogi i gyflawni gwasanaethau deintyddol yn briodol a bod y contractwr wedi gwirio—

(a) bod ei enw wedi ei gynnwys yn y gofrestr o broffesiynolion gofal deintyddol, a

(b) nad yw ei gofrestriad yn y gofrestr o broffesiynolion gofal deintyddol yn ddarostyngedig i ataliad dros dro.

(2) Pan fo angen cyflogi neu gymryd ymlaen berson a bennir yn is-baragraff (1) ar frys ac nad yw'n bosibl gwirio ei gofrestriad yn unol ag is-baragraff (1) (pan fo'n gymwys) cyn ei gyflogi neu ei gymryd ymlaen, caniateir ei gyflogi neu ei gymryd ymlaen ar sail dros dro am un cyfnod o hyd at 7 niwrnod clir tra bo gwiriadau o'r fath yn cael eu cyflawni.

(3) Pan fydd contractwr yn ystyried profiad a hyfforddiant person at ddibenion is-baragraff (1), rhaid i'r contractwr, yn benodol, roi sylw i—

(a) unrhyw gymhwyster ôl-radd neu ôl-gofrestru a ddelir gan y person hwnnw, a

(b) unrhyw hyfforddiant perthnasol yr ymgymerwyd ag ef ac unrhyw brofiad clinigol perthnasol a enillwyd ganddo.

Amodau ar gyfer cyflogaeth a chymryd ymlaen: pob person sy'n cyflawni gwasanaethau deintyddol

27.—(1) Ni chaiff y contractwr gyflogi na chymryd ymlaen berson i gyflawni gwasanaethau deintyddol o dan y contract oni bai—

(a) bod y person hwnnw wedi darparu dau eirda clinigol sy'n ymwneud â dwy swydd ddiweddar (y caniateir iddynt gynnwys unrhyw swydd gyfredol) yn ymarfer y proffesiwn y mae'n ceisio cael ei gyflogi neu ei gymryd ymlaen gyda'r contractwr ynddo ac a barodd am o leiaf 3 mis neu ragor heb doriad sylweddol, neu pan na fo hyn yn bosibl, bod y person hwnnw wedi darparu esboniad llawn a chanolwyr eraill, a

(b) bod y contractwr wedi gwirio'r geirdaon ac yn fodlon arnynt.

(2) Pan fo angen cyflogi neu gymryd ymlaen berson sy'n dod o fewn is-baragraff (1) ar frys ac nad yw'n bosibl i'r contractwr gael a gwirio'r geirdaon yn unol ag is-baragraff (1)(b) cyn ei gyflogi neu ei gymryd ymlaen, caniateir ei gyflogi neu ei gymryd ymlaen ar sail dros dro am un cyfnod o hyd at 14 o ddiwrnodau clir tra bo'i eirdaon yn cael eu gwirio a'u hystyried, ac am gyfnod ychwanegol o 7 niwrnod clir pellach 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 un achlysur o fewn cyfnod o 3 mis sy'n dechrau â'r tro cyntaf y cyflogwyd y person neu y cymerwyd ef ymlaen, caiff y contractwr ddibynnu ar y geirdaon a ddarparwyd ar yr achlysur cyntaf, ar yr amod nad yw'r geirdaon hynny yn fwy na 12 mis oed.

Amodau ar gyfer cyflogaeth a chymryd ymlaen: personau sy'n cynorthwyo i ddarparu gwasanaethau o dan y contract

28.—(1) Cyn cyflogi neu gymryd ymlaen unrhyw berson i'w gynorthwyo i ddarparu gwasanaethau o dan y contract, rhaid i'r contractwr gymryd gofal rhesymol i'w fodloni ei

hun fod y person o dan sylw yn briodol gymwysedig a chymwys i gyflawni'r dyletswyddau y mae 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 25 i 27.

(3) Wrth ystyried cymhwysedd ac addasrwydd unrhyw berson at ddiben is-baragraff (1), rhaid i'r contractwr roi sylw yn benodol i—

(a) cymwysterau academaidd a galwedigaethol y person hwnnw,

(b) ei addysg a'i hyfforddiant, ac

(c) ei gyflogaeth flaenorol neu ei brofiad gwaith blaenorol.

Hyfforddiant

29.—(1) Rhaid i'r contractwr sicrhau bod trefniadau yn eu lle at ddiben cynnal a diweddaru sgiliau a gwybodaeth mewn perthynas â'r gwasanaethau y mae'n eu cyflawni neu'n cynorthwyo i'w cyflawni ar gyfer unrhyw ymarferydd deintyddol neu broffesiynolyn gofal deintyddol sydd—

(a) yn cyflawni gwasanaethau deintyddol o dan y contract, neu

(b) yn cael ei gyflogi neu ei gymryd ymlaen i gynorthwyo i gyflawni gwasanaethau o'r fath.

(2) Rhaid i'r contractwr roi cyfleoedd rhesymol i bob cyflogai i ddilyn hyfforddiant priodol gyda'r bwriad o gynnal cymhwysedd y cyflogai hwnnw.

Lefel sgìl

30. Rhaid i'r contractwr gyflawni ei rwymedigaethau o dan y contract â gofal a sgìl rhesymol.

Arfarnu ac asesu

31. Rhaid i'r contractwr sicrhau bod unrhyw ymarferydd deintyddol sy'n cyflawni gwasanaethau o dan y contract—

(a) yn cymryd rhan yn y system arfarnu (os oes un) a ddarperir gan y Bwrdd Iechyd Lleol oni bai ei fod yn cymryd rhan yn y system arfarnu a ddarperir gan gorff gwasanaeth iechyd arall, a

(b) yn cydweithredu ag asesiad gan Bartneriaeth Cydwasanaethau GIG Cymru, Addysg a Gwella Iechyd Cymru, Ombwdsmon Gwasanaethau Cyhoeddus Cymru, NHS Resolution neu gorff cyfatebol pan ofynnir iddo wneud hynny gan y Bwrdd Iechyd Lleol.

Is-gontractio gwasanaethau clinigol

32.—(1) Ni chaiff y contractwr is-gontractio unrhyw un neu ragor o'i hawliau na'i ddyletswyddau o dan y contract i unrhyw berson mewn perthynas â gwasanaethau clinigol oni bai—

(a) ei fod wedi cymryd camau rhesymol i'w fodloni ei hun—

(i) ei bod yn rhesymol o dan bob un o'r amgylchiadau, a

(ii) bod y person yn gymwysedig ac yn gymwys i ddarparu'r gwasanaeth, a

(b) ei fod wedi ei fodloni yn unol â pharagraffau 77 a 78 fod yr is-gontractwr yn dal yswiriant digonol.

(2) Pan fo'r contractwr yn is-gontractio unrhyw un neu ragor o'i hawliau neu ei ddyletswyddau o dan y contract mewn perthynas â gwasanaethau clinigol, rhaid iddo—

(a) rhoi gwybod i'r Bwrdd Iechyd Lleol am yr is-gontract cyn gynted ag y bo'n rhesymol ymarferol, a

(b) darparu i'r Bwrdd Iechyd Lleol unrhyw wybodaeth mewn perthynas â'r is-gontract y mae'n gofyn yn rhesymol amdani.

(3) Pan fo'r contractwr yn is-gontractio gwasanaethau clinigol yn unol ag is-baragraff (1), bernir bod y partïon i'r contract wedi cytuno ar amrywiad i'r contract sydd â'r effaith o ychwanegu at y rhestr o fangreoedd y contractwr unrhyw fangreoedd sydd i'w defnyddio gan yr is-gontractwr at ddiben yr is-gontract ac nid yw paragraff 60 yn gymwys.

(4) Rhaid i gontract gydag is-gontractiwr wahardd yr is-gontractwr rhag is-gontractio'r gwasanaethau clinigol y mae wedi cytuno â'r contractwr i'w darparu.

RHAN 5

COFNODION, GWYBODAETH, HYSBYSIADAU A HAWLIAU MYNEDIAD

Cofnodion cleifion

33.—(1) Rhaid i'r contractwr sicrhau bod cofnod llawn, cywir a gofnodwyd ar y pryd yn cael ei gadw yng nghofnod y claf mewn cysylltiad â'r gofal a'r driniaeth a roddir i bob claf o dan y contract, gan gynnwys triniaeth a roddir i glaf a atgyfeirir at y contractwr.

(2) Rhaid storio cofnod y claf ar ffurf electronig, ond caniateir i'r cofnod ar y pryd gael ei gofnodi'n electronig neu fel arall.

(3) Rhaid storio cofnodion ffisegol, er enghraifft nodiadau ar y pryd mewn llawysgrifen a chastiau astudio, yn briodol a'u mynegeio i'r cofnod electronig.

(4) Rhaid i gofnod y claf gynnwys manylion unrhyw wasanaethau deintyddol preifat (i'r graddau y maent yn cael eu darparu gyda gwasanaethau o dan y contract) a rhaid eu cadw—

(a) gyda chopi o unrhyw gynllun triniaeth neu gynllun triniaeth atgyfeirio a roddir i'r claf yn unol â pharagraff 7 o'r Atodlen hon,

(b) gyda phob radiograff, ffotograff a chast astudio a gymerir neu a geir ganddo yn rhan o'r gwasanaethau a ddarperir i'r claf hwnnw,

(c) pan fo'r claf yn glaf esempt—

(i) gyda'r ffurflen declarasiwn ysgrifenedig a ragnodir gan y Bwrdd Iechyd Lleol, mewn cysylltiad ag esemptiad o dan adran 126 o Ddeddf 2006, a

(ii) gyda nodyn o'r dystiolaeth i ategu'r declarasiwn hwnnw, a

(d) gyda'r datganiad ynghylch unrhyw ddyfeisiau pwrpasol a ddarperir gan unrhyw berson o ganlyniad i reoliad 15 o Reoliadau Dyfeisiau Meddygol 2002(**32**) (gweithdrefnau ar gyfer dyfeisiau pwrpasol) mewn cysylltiad â gwasanaethau sy'n cael eu darparu i'r claf hwnnw.

(5) Rhaid cadw cofnod y claf a'r eitemau y cyfeirir atynt yn is-baragraffau (3) a (4) am gyfnod o 7 mlynedd sy'n dechrau—

(**32**) O.S. 2002/618 fel y'i diwygiwyd gan O.S. 2008/2986, O.S. 2013/2327 ac O.S. 2020/1478.

(a) â'r dyddiad—

(i) y mae cwrs o driniaeth yn cael ei ddiweddu, neu

(ii) y mae cwrs o driniaeth yn cael ei gwblhau, neu

(b) mewn cysylltiad â chyrsiau o driniaeth nad ydynt yn dod o fewn paragraff (a)(i) neu (ii), â'r dyddiad pan na ellir darparu mwy o wasanaethau fel rhan o'r cwrs o driniaeth hwnnw yn rhinwedd paragraff 6(4)(b) o'r Atodlen hon.

(6) Nid oes dim yn y paragraff hwn yn effeithio ar unrhyw hawl eiddo y gall fod gan y contractwr mewn perthynas â'r cofnodion, y radiograffau, y ffotograffau a'r modelau astudio y cyfeirir atynt yn y paragraff hwn.

Cyfrinachedd data personol

34. Rhaid i'r contractwr enwebu person sydd â chyfrifoldeb am arferion a gweithdrefnau ynglŷn â chyfrinachedd data personol a ddelir ganddo a llunio polisi preifatrwydd mewnol.

Gwybodaeth i gleifion

35.—(1) Rhaid i'r contractwr sicrhau bod y canlynol yn cael ei arddangos mewn man amlwg ym mangre ei bractis, mewn rhan y mae gan gleifion fynediad iddi, ac ar ei wefan (os oes un ganddo)—

(a) mewn cysylltiad â'i system sicrhau ansawdd yn y practis y cyfeirir ati ym mharagraff 76, datganiad ysgrifenedig ynghylch ei ymrwymiad i'r materion y cyfeirir atynt ym mharagraff 76(4),

(b) unrhyw wybodaeth yn ymwneud â Ffioedd GIG a gyflenwir iddo gan y Bwrdd Iechyd Lleol at ddibenion darparu gwybodaeth i gleifion,

(c) gwybodaeth am y weithdrefn ar gyfer hysbysu am bryderon yn unol â Rhan 6 gan roi enw a theitl y person a enwebir yn unol â pharagraff 49(2)(a) neu, yn achos hysbysiad am bryder, enw'r person a ddynodir fel yr uwch-reolwr ymchwiliadau o dan reoliad 8 o Reoliadau 2011, a

(d) manylion am sut i gyrchu polisi preifatrwydd y practis.

(2) Rhaid i'r contractwr—

(a) llunio dogfen (a elwir yn "taflen gwybodaeth i gleifion" yn y paragraff hwn) y mae rhaid iddi gynnwys yr wybodaeth a bennir yn Atodlen 4,

(b) adolygu ei daflen gwybodaeth i gleifion o leiaf unwaith ym mhob cyfnod o 12 mis a gwneud unrhyw ddiwygiadau y mae eu hangen i gynnal ei chywirdeb, ac

(c) rhoi copi o'r daflen, polisi preifatrwydd y practis ac unrhyw ddiweddariadau ar gael i'w gleifion a'i ddarpar gleifion.

(3) Nid yw'r gofynion yn is-baragraff (2) yn gymwys i unrhyw gontractwr i'r graddau y mae'n darparu gwasanaethau i bersonau a gedwir yn y carchar.

Darparu gwybodaeth a mynediad at wybodaeth: Bwrdd Iechyd Lleol

36. Rhaid i'r contractwr, ar gais y Bwrdd Iechyd Lleol—

(a) darparu gwybodaeth i'r Bwrdd Iechyd Lleol neu i berson a awdurdodir yn ysgrifenedig gan y Bwrdd Iechyd Lleol ar y ffurf, ac ar yr ysbeidiau neu o fewn y cyfnod, a bennir gan y Bwrdd Iechyd Lleol, neu

(b) caniatáu i'r Bwrdd Iechyd Lleol, neu i berson a awdurdodir yn ysgrifenedig ganddo, gyrchu—

(i) unrhyw wybodaeth sy'n rhesymol ofynnol gan y Bwrdd Iechyd Lleol at ddibenion y contract neu mewn cysylltiad ag ef,

(ii) gwybodaeth am y gweithlu, a

(iii) unrhyw wybodaeth arall sy'n rhesymol ofynnol mewn cysylltiad â swyddogaethau'r Bwrdd Iechyd Lleol, gan gynnwys cofnodion cleifion y contractwr.

Ymholiadau ynghylch presgripsiynau ac atgyfeiriadau

37.—(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 ynghylch—

(a) unrhyw ffurflen bresgripsiwn a ddyroddir gan ragnodydd,

(b) yr ystyriaethau y mae rhagnodwyr yn dyroddi'r ffurflenni hynny drwy gyfeirio atynt,

(c) atgyfeiriad unrhyw glaf gan neu ar ran y contractwr at unrhyw wasanaethau eraill a ddarperir o dan Ddeddf 2006, neu

(d) yr ystyriaethau y mae'r contractwr yn gwneud yr atgyfeiriadau hynny neu'n darparu iddynt gael eu gwneud ar ei ran drwy gyfeirio atynt.

(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 (1)(b), gan broffesiynolyn gofal iechyd sydd wedi cymhwyso, neu

(b) yn achos is-baragraff (1)(c) neu (1)(d), gan ymarferydd deintyddol sydd wedi cymhwyso,

sydd 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 bod y person hwnnw'n dangos, ar gais, dystiolaeth ysgrifenedig ei fod wedi ei awdurdodi gan y Bwrdd Iechyd Lleol i wneud ymholiad o'r fath ar ei ran.

Hysbysu am gwrs o driniaeth etc.

38.—(1) Rhaid i'r contractwr, o fewn 2 fis i'r dyddiad—

(a) y mae'n cwblhau cwrs o driniaeth mewn cysylltiad â gwasanaethau gorfodol,

(b) y mae cwrs o driniaeth mewn cysylltiad â gwasanaethau gorfodol yn cael ei ddiweddu, neu

(c) mewn cysylltiad â chyrsiau nad ydynt yn dod o fewn is-baragraff (a) neu (b), na ellir darparu rhagor o wasanaethau yn rhinwedd paragraff 6(4)(b) o'r Atodlen hon,

anfon i'r Bwrdd Iechyd Lleol yr wybodaeth a bennir yn is-baragraff (2).

(2) Mae'r wybodaeth y cyfeirir ati yn is-baragraff (1) yn cynnwys—

(a) manylion y claf y mae'n darparu gwasanaethau iddo,

(b) manylion y gwasanaethau a ddarparwyd (gan gynnwys unrhyw gyfarpar deintyddol a ddarparwyd) i'r claf hwnnw,

(c) manylion unrhyw Ffi GIG sy'n daladwy (ac sydd wedi ei dalu neu heb ei dalu) gan y claf hwnnw, a

(d) yn achos claf sy'n glaf esempt, unrhyw fanylion am yr esemptiad hwnnw a sail yr esemptiad hwnnw y caiff y Bwrdd Iechyd Lleol yn rhesymol ofyn amdanynt.

(3) Yn achos claf y mae is-baragraff (2)(d) yn gymwys iddo, rhaid i'r contractwr hefyd ddarparu i'r Bwrdd Iechyd Lleol (neu berson a awdurdodir ar ran y Bwrdd Iechyd Lleol) y ffurflen declarasiwn ysgrifenedig.

(4) Rhaid i'r contractwr anfon yr wybodaeth sy'n ofynnol yn is-baragraff (2) i'r Bwrdd Iechyd Lleol drwy gyfrwng cyflwyniad electronig, ond caiff y Bwrdd Iechyd Lleol dderbyn cyflwyno'r wybodaeth honno ar bapur mewn amgylchiadau eithriadol y caiff y Bwrdd Iechyd Lleol yn rhesymol benderfynu arnynt.

(5) Yn y paragraff hwn, ystyr "cyflwyniad electronig" yw gwybodaeth a gyflwynir yn electronig drwy system gyfrifiadurol a gymeradwyir gan y Bwrdd Iechyd Lleol.

Adroddiad blynyddol ac adolygiad blynyddol

39.—(1) Rhaid i'r Bwrdd Iechyd Lleol ddarparu i'r contractwr adroddiad blynyddol yn unol â rheoliad 24.

(2) Pan fydd y Bwrdd Iechyd Lleol wedi darparu'r adroddiad y cyfeirir ato yn is-baragraff (1), rhaid i'r Bwrdd Iechyd Lleol drefnu â'r contractwr adolygiad blynyddol o'i berfformiad mewn perthynas â'r contract.

(3) Rhaid i'r Bwrdd Iechyd Lleol baratoi cofnod drafft o'r adolygiad y cyfeirir ato yn is-baragraff (2) i'r contractwr roi sylwadau arno ac, ar ôl rhoi sylw i'r sylwadau hynny, lunio cofnod ysgrifenedig terfynol o'r adolygiad.

(4) Rhaid anfon copi o'r cofnod terfynol y cyfeirir ato yn is-baragraff (3) at y contractwr.

Hysbysiadau i'r Bwrdd Iechyd Lleol

40.—(1) Yn ychwanegol at unrhyw ofynion ynglŷn â hysbysu mewn mannau eraill yn y Rheoliadau, rhaid i'r contractwr 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 contractwr, yn effeithio ar y modd y mae'r contractwr yn cyflawni ei rwymedigaethau o dan y contract neu'n debygol o effeithio arno, neu

(b) unrhyw amgylchiadau sy'n arwain at hawl y Bwrdd Iechyd Lleol i derfynu'r contract o dan baragraff 65 neu 70.

(2) Oni bai ei bod yn anymarferol iddo wneud hynny, rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig o fewn 28 o ddiwrnodau clir ar ôl unrhyw ddigwyddiad sy'n gofyn am newid yn yr wybodaeth amdano a gyhoeddir gan y Bwrdd Iechyd Lleol.

(3) Rhaid i'r contractwr hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig pan fydd ymarferydd deintyddol sy'n cyflawni gwasanaethau o dan y contract neu y mae disgwyl iddo wneud hynny (yn ôl y digwydd)—

(a) yn ymadael â'r contractwr, a'r dyddiad yr ymadawodd ag ef, neu

(b) yn cael ei gyflogi neu ei gymryd ymlaen gan y contractwr,

gan roi enw'r ymarferydd deintyddol sydd wedi ymadael, neu sydd wedi ei gyflogi neu ei gymryd ymlaen, ynghyd â rhif cofrestru proffesiynol y person hwnnw.

Darpariaethau ynglŷn â hysbysiadau sy'n benodol i gontract gyda chorfforaeth ddeintyddol

41. Rhaid i gontractwr sy'n gorfforaeth ddeintyddol roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ar unwaith pan—

(a) bydd yn pasio penderfyniad, neu bydd llys ag awdurdodaeth gymwys yn gwneud gorchymyn, fod y contractwr i gael ei ddirwyn i ben,

(b) bydd amgylchiadau'n codi a allai roi hawlogaeth i gredydwr neu lys benodi derbynnydd, gweinyddydd neu dderbynnydd gweinyddol ar gyfer y contractwr,

(c) bydd amgylchiadau'n codi a fyddai'n galluogi'r llys i wneud gorchymyn dirwyn i ben mewn cysylltiad â'r contractwr, neu

(d) nad yw'r contractwr yn gallu talu ei ddyledion o fewn ystyr adran 123 o Ddeddf 1986 (diffiniad o fethu talu dyledion).

Darpariaethau ynglŷn â hysbysiadau sy'n benodol i gontract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth

42.—(1) Rhaid i gontractwr sy'n bartneriaeth roi hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol ar unwaith pan—

(a) bydd partner yn ymadael â'r bartneriaeth, neu'n rhoi gwybod i'w bartneriaid ei fod yn bwriadu ymadael â'r bartneriaeth, a'r dyddiad yr ymadawodd â'r bartneriaeth neu y mae'n bwriadu ymadael â hi, neu

(b) bydd partner newydd yn ymuno â'r bartneriaeth.

(2) 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 yn ymarferydd deintyddol,

(c) cadarnhau bod y partner newydd yn bodloni'r amodau a osodir gan reoliad 4 (amodau cyffredinol yn ymwneud â phob contract), a

(d) nodi a yw'r partner newydd yn bartner cyffredinol ynteu'n bartner cyfyngedig.

Hysbysiadau i gleifion ar ôl amrywio'r contract

43. Pan fo'r contract wedi ei amrywio yn unol â Rhan 8 o'r Atodlen hon ac, o ganlyniad i'r amrywiad hwnnw, pan fo newidiadau yn yr ystod o wasanaethau a ddarperir gan y contractwr, rhaid i'r contractwr sicrhau, o leiaf 28 o ddiwrnodau clir cyn bod y newid hwnnw i fod i gael effaith, fod manylion ysgrifenedig am y newid hwnnw yn cael eu harddangos mewn man amlwg ym mangre ei bractis, mewn rhan y mae gan gleifion fynediad iddi.

Mynediad ac archwiliadau gan y Bwrdd Iechyd Lleol

44.—(1) Yn ddarostyngedig i'r amodau yn is-baragraff (2), rhaid i'r contractwr ganiatáu i bersonau sydd wedi eu hawdurdodi'n ysgrifenedig gan y Bwrdd Iechyd Lleol fynd i mewn i fangre'r practis ar unrhyw adeg resymol a'i harchwilio.

(2) Yr amodau y cyfeirir atynt yn is-baragraff (1) yw—

(a) bod hysbysiad rhesymol o'r bwriad i fynd i mewn wedi ei roi,

(b) bod tystiolaeth ysgrifenedig o awdurdod y person sy'n ceisio mynd i mewn yn cael ei chyflwyno i'r contractwr pan ofynnir amdani, ac

(c) nad eir i mewn i unrhyw fangre na rhan o'r fangre a ddefnyddir fel llety preswyl heb gydsyniad y preswylydd.

(3) Yn y paragraff hwn, mae "mangre" yn cynnwys deintyddfa symudol.

Mynediad ac archwiliadau gan Weinidogion Cymru

45. Rhaid i'r contractwr ganiatáu i bersonau sydd wedi eu hawdurdodi gan Weinidogion Cymru fynd i mewn i'r fangre a'i harchwilio yn unol ag adran 72 o Ddeddf Iechyd a Gofal Cymdeithasol (Iechyd Cymunedol a Safonau) 2003(**33**) (hawl mynediad).

RHAN 6
PRYDERON

Pryderon

46.—(1) Rhaid i'r contractwr sefydlu a gweithredu trefniadau sy'n bodloni gofynion Rheoliadau 2011(**34**) i ymdrin ag unrhyw bryderon yr hysbysir amdanynt ynghylch unrhyw fater sy'n gysylltiedig yn rhesymol â darparu gwasanaethau o dan y contract.

(2) Mae'r materion a ganlyn wedi eu heithrio rhag cael eu hystyried o dan y trefniant o dan is-baragraff (1)—

(a) pryder a ddatrysir er boddhad y person a hysbysodd am y pryder ddim hwyrach na'r diwrnod gwaith nesaf ar ôl y diwrnod yr hysbyswyd am y pryder;

(b) pryder y mae Ombwdsmon Gwasanaethau Cyhoeddus Cymru yn ymchwilio iddo neu wedi ymchwilio iddo;

(c) pryder y mae ei bwnc yn destun achos sifil neu'n dod yn destun achos sifil (gan gynnwys y cyfnod cyn gweithredu ar gyfer yr achos hwnnw);

(d) pryder yr ystyriwyd ei bwnc yn flaenorol yn unol â threfniadau a wnaed o dan Reoliadau 2011 neu unrhyw weithdrefn gwynion berthnasol;

(e) pryder sy'n codi o fethiant honedig i gydymffurfio â chais am wybodaeth o dan Ddeddf Rhyddid Gwybodaeth 2000(**35**).

(3) Pan fo'r contractwr yn penderfynu bod pryder wedi ei eithrio, rhaid iddo roi hysbysiad ysgrifenedig am ei benderfyniad, cyn gynted ag y bo'n rhesymol ymarferol, i'r person a hysbysodd am y pryder a'r rheswm dros ei benderfyniad (ac eithrio mewn perthynas â materion a ddatrysir erbyn y diwrnod gwaith nesaf).

Hysbysu am bryderon

47.—(1) Caniateir i'r canlynol hysbysu am bryder—

(a) claf neu gyn-glaf sy'n cael neu sydd wedi cael gwasanaethau o dan y contract,

(b) unrhyw berson y mae gweithred, anweithred neu benderfyniad gan y contractwr yn effeithio arno neu'n debygol o effeithio arno, neu

(c) cynrychiolydd sy'n gweithredu ar ran person a grybwyllir yn is-baragraff (a) sydd—

(**33**) 2003 p. 43. Trosglwyddwyd swyddogaethau Cynulliad Cenedlaethol Cymru o dan adran 72 i Weinidogion Cymru yn rhinwedd Deddf Llywodraeth Cymru 2006.
(**34**) O.S. 2011/704.
(**35**) 2000 p. 36.

(i) wedi marw,

(ii) yn blentyn,

(iii) yn methu â hysbysu am y pryder ei hun oherwydd nad oes ganddo alluedd o fewn ystyr Deddf Galluedd Meddyliol 2005(**36**), neu

(iv) wedi gofyn i'r cynrychiolydd weithredu ar ei ran.

(2) Yn y Rhan hon, mae cyfeiriad at gynrychiolydd pan fo'r claf yn blentyn, yn cynnwys—

(a) rhiant,

(b) person a awdurdodir yn briodol gan awdurdod lleol sy'n gyfrifol am y plentyn, neu

(c) person a awdurdodir yn briodol gan sefydliad gwirfoddol y mae'r plentyn yn cael llety ganddo.

(3) Pan fo claf wedi marw, caniateir i bryder gael ei hysbysu gan berthynas neu oedolyn arall y bu ganddo fuddiant yn ei les neu, pan fo'r claf yn dod o fewn is-baragraff (2)(a)(ii) neu (iii), gan yr awdurdod lleol neu'r sefydliad gwirfoddol yn y drefn honno.

Cyfnod ar gyfer hysbysu am bryderon

48.—(1) Rhaid hysbysu am bryder o fewn 12 mis ar ôl—

(a) y dyddiad y digwyddodd y mater sy'n destun y pryder, neu

(b) os yw'n hwyrach, y dyddiad y daeth y mater i sylw'r person sy'n hysbysu am y pryder.

(2) Nid yw'r terfyn amser o 12 mis yn is-baragraff (1) yn gymwys os yw'r person a enwebir yn unol â pharagraff 49(2)(a), isod, wedi ei fodloni—

(a) bod gan y person resymau da dros beidio â hysbysu am y pryder o fewn y terfyn amser hwnnw, a

(b) bod modd o hyd ymchwilio i'r pryder yn effeithiol a theg.

(3) Ni chaniateir hysbysu am bryder—

(a) 3 blynedd neu ragor ar ôl y dyddiad y digwyddodd y mater, neu

(b) os yn hwyrach, 3 blynedd neu ragor ar ôl y dyddiad y daeth y mater i sylw'r person sy'n hysbysu am y pryder.

Gofynion pellach ar gyfer gweithdrefnau pryderon

49.—(1) Rhaid i weithdrefn bryderon a drefnir yn unol â pharagraff 46 hefyd gydymffurfio â'r gofynion a nodir yn is-baragraffau (2) i (6).

(2) Rhaid i'r contractwr enwebu—

(a) person (nad oes angen iddo fod yn gysylltiedig â'r contractwr ac y caniateir ei bennu, yn achos unigolyn, yn ôl ei deitl swydd) i fod yn gyfrifol am weithrediad y weithdrefn bryderon ac am ymchwilio i bryderon, a

(b) partner, neu uwch berson arall sy'n gysylltiedig â'r contractwr, i fod yn gyfrifol am reolaeth effeithiol y weithdrefn bryderon ac am sicrhau bod camau'n cael eu cymryd yng ngoleuni canlyniad unrhyw ymchwiliad.

(3) Caniateir hysbysu am bryder—

(a) yn ysgrifenedig,

(**36**) 2005 p. 9.

(b) yn electronig, neu

(c) ar lafar, naill ai dros y ffôn neu'n bersonol, i unrhyw aelod o staff y contractwr.

(4) Pan hysbysir am bryder ar lafar, rhaid i'r aelod o staff a hysbyswyd am y pryder wneud cofnod ysgrifenedig o'r pryder a darparu copi o'r cofnod ysgrifenedig i'r person a hysbysodd am y pryder o fewn 5 niwrnod gwaith.

(5) Rhaid—

(a) cydnabod pryder yn ysgrifenedig o fewn y cyfnod o 5 niwrnod gwaith sy'n dechrau â'r diwrnod yr hysbyswyd am y pryder yn unol ag is-baragraff (3) neu, pan na fo hynny'n bosibl, cyn gynted ag y bo'n rhesymol ymarferol, a

(b) ymchwilio'n briodol i bryder.

(6) O fewn cyfnod o 30 o ddiwrnodau gwaith sy'n dechrau â'r diwrnod y daeth y pryder i law'r person a bennir o dan is-baragraff (2)(a) neu, pan na fo hynny'n bosibl, cyn gynted ag y bo'n rhesymol ymarferol, rhaid rhoi i'r person a hysbysodd am y pryder grynodeb ysgrifenedig o'r ymchwiliad a'i gasgliadau.

(7) Os nad yw'r contractwr yn gallu darparu crynodeb ysgrifenedig o fewn 30 o ddiwrnodau gwaith, rhaid iddo hysbysu'r person a hysbysodd am y pryder yn unol â hynny ac egluro'r rheswm pam, a rhaid iddo anfon yr ymateb cyn gynted ag y bo'n rhesymol ymarferol ac o fewn 6 mis sy'n dechrau â'r diwrnod y daeth yr hysbysiad am y pryder i'w law.

(8) Ar yr adeg y bo'n cydnabod hysbysiad am bryder, rhaid i'r contractwr gynnig trafod gyda'r person a hysbysodd am y pryder y materion a ganlyn—

(a) y modd y mae rhaid ymdrin â'r ymchwiliad, gan gynnwys unrhyw ofyniad i gael cydsyniad i ddefnyddio cofnodion meddygol,

(b) bod gwasanaethau eiriolaeth a chymorth ar gael, ac

(c) o fewn pa gyfnod y mae'n debygol y cwblheir yr ymchwiliad ac yr anfonir yr ymateb.

(9) Os nad yw'r person a hysbysodd am y pryder yn derbyn y cynnig o drafodaeth o dan is-baragraff (8), rhaid i'r contractwr ystyried y materion a nodir yn is-baragraffau (8)(a) i (c), a phenderfynu arnynt, ac ysgrifennu at y person yn unol â hynny.

(10) Pan fo'r ymchwiliad i'r pryder yn ei gwneud yn ofynnol ystyried cofnodion deintyddol claf, rhaid i'r person a bennir yn is-baragraff (2)(a) roi gwybod i'r claf neu'r person sy'n gweithredu ar ei ran os yw'r ymchwiliad yn ymwneud â datgelu gwybodaeth a gynhwysir yn y cofnodion hynny i berson heblaw'r contractwr neu un o gyflogeion y contractwr.

(11) Rhaid i'r contractwr gadw cofnod o bob pryder a chopïau o'r holl ohebiaeth sy'n ymwneud â phryderon am gyfnod o 7 mlynedd o leiaf o'r dyddiad yr hysbyswyd am y pryderon hynny, ond rhaid cadw'r cofnodion hynny ar wahân i gofnodion deintyddol y cleifion.

Cydweithredu ag ymchwiliadau

50.—(1) Rhaid i'r contractwr gydweithredu—

(a) ag unrhyw ymchwiliad i bryder yr hysbysir amdano yn unol â Rheoliadau 2011 mewn perthynas ag unrhyw fater sy'n gysylltiedig yn rhesymol â darparu gwasanaethau o dan y contract a gynhelir gan—

(i) y Bwrdd Iechyd Lleol,

(ii) Gweinidogion Cymru, neu

(iii) Ombwdsmon Gwasanaethau Cyhoeddus Cymru;

(b) ag unrhyw ymchwiliad i bryder yr hysbysir amdano yn unol â Rheoliadau 2011 gan gorff GIG neu awdurdod lleol sy'n ymwneud â chlaf neu gyn-glaf i'r contractwr.

(2) Mae'r cydweithredu sy'n ofynnol gan is-baragraff (1) yn cynnwys—

(a) ateb cwestiynau a ofynnir yn rhesymol i'r contractwr gan yr ymchwilydd,

(b) darparu unrhyw wybodaeth sy'n ymwneud â'r pryder yr hysbysir amdano yn unol â Rheoliadau 2011 sy'n ofynnol yn rhesymol gan yr ymchwilydd, ac

(c) mynd i unrhyw gyfarfod i ystyried y pryder yr hysbysir amdano yn unol â Rheoliadau 2011 (os caiff ei gynnal mewn lle sy'n rhesymol hygyrch 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 yr ymchwilydd.

(3) Rhaid i'r contractwr roi gwybod i'r Bwrdd Iechyd Lleol, ar yr ysbeidiau hynny sy'n ofynnol gan y Bwrdd Iechyd Lleol, am nifer y pryderon sydd wedi dod i'w law o dan y weithdrefn a sefydlir yn unol â'r Rhan hon.

(4) Yn y paragraff hwn—

ystyr "awdurdod lleol" ("*local authority*") yw—

(a) cyngor sir neu gyngor bwrdeistref sirol yng Nghymru,

(b) unrhyw un neu ragor o'r cyrff a restrir yn adran 1 o Ddeddf Gwasanaethau Cymdeithasol yr Awdurdodau Lleol 1970(**37**)(awdurdodau lleol),

(c) Cyngor Ynysoedd Scilly, neu

(d) cyngor a gyfansoddwyd o dan adran 2 o Ddeddf Llywodraeth Leol etc. (Yr Alban) 1994(**38**) (cyfansoddiad cynghorau);

ystyr "corff GIG" ("*NHS body*") yw Bwrdd Iechyd Lleol, ymddiriedolaeth GIG, ymddiriedolaeth sefydledig y GIG, bwrdd gofal integredig, GIG Lloegr, neu gorff cyfatebol a gyfansoddwyd yn yr Alban neu Ogledd Iwerddon;

ystyr "ymchwilydd" ("*investigator*") yw'r cyrff a nodir yn is-baragraff (1) neu eu cynrychiolydd awdurdodedig.

Tynnu pryderon yn ôl

51.—(1) Caiff y person a hysbysodd am bryder dynnu'r pryder yn ôl ar unrhyw adeg.

(2) Caiff person hysbysu am dynnu pryder yn ôl—

(a) yn ysgrifenedig,

(b) yn electronig, neu

(c) ar lafar (dros y ffôn neu'n bersonol).

(3) Rhaid i'r contractwr, cyn gynted ag y bo'n ymarferol, ysgrifennu at y person a dynnodd y pryder yn ôl ar lafar i gadarnhau bod y pryder wedi ei dynnu yn ôl ar lafar.

(4) Pan fo pryder wedi ei dynnu yn ôl, caiff y contractwr barhau, er gwaethaf hynny, i ymchwilio i unrhyw faterion a godwyd, os yw o'r farn bod angen gwneud hynny.

(**37**) 1970 p. 42; diwygiwyd adran 1 gan Ddeddf Llywodraeth Leol 1972 (p. 70), adran 195, a chan Ddeddf Llywodraeth Leol (Cymru) 1994 (p. 19), Atodlen 10, paragraff 7.
(**38**) 1994 p. 39.

RHAN 7
DATRYS ANGHYDFODAU

Datrys anghydfodau contract yn lleol

52. Yn achos unrhyw anghydfod sy'n codi o'r contract neu mewn cysylltiad ag ef, rhaid i'r contractwr a'r Bwrdd Iechyd Lleol wneud pob ymdrech resymol i gyfathrebu a chydweithredu â'i gilydd gyda'r bwriad o ddatrys yr anghydfod, cyn atgyfeirio'r anghydfod i gael ei benderfynu yn unol â gweithdrefn datrys anghydfodau'r GIG a nodir ym mharagraff 53 neu 54 (neu, pan fo'n gymwys, cyn dechrau achos llys).

Datrys anghydfodau: contractau nad ydynt yn gontractau GIG

53.—(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 yn unol â Rhan 6 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 contractwr yn gorff gwasanaeth iechyd, gan y contractwr neu gan y Bwrdd Iechyd Lleol, neu

(b) mewn unrhyw achos arall, gan y contractwr neu, os yw'r contractwr 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.

Gweithdrefn datrys anghydfodau'r GIG

54.—(1) Mae'r weithdrefn a bennir yn yr is-baragraffau a ganlyn ac ym mharagraff 53 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 Ddeddf 2006 (pan fo'r contract yn gontract GIG), neu

(b) yn unol â pharagraff 55 (pan na fo'r contract yn gontract GIG).

(2) Rhaid i unrhyw barti sy'n dymuno atgyfeirio anghydfod fel y crybwyllir 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 ac amgylchiadau'r anghydfod.

(3) Rhaid i unrhyw barti sy'n dymuno atgyfeirio anghydfod fel y crybwyllir yn is-baragraff (1) anfon y cais o dan is-baragraff (2) o fewn cyfnod o 3 blynedd sy'n dechrau 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.

(4) Pan fo'r anghydfod yn ymwneud â chontract nad yw'n gontract 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.

(5) Cyn penderfynu pwy a ddylai benderfynu ar yr anghydfod, naill ai o dan is-baragraff (4) neu o dan adran 7(8) o Ddeddf 2006, rhaid i Weinidogion Cymru, o fewn y cyfnod o 7 niwrnod clir sy'n dechrau â'r dyddiad yr atgyfeiriwyd mater atynt, anfon cais ysgrifenedig at y partïon i gyflwyno yn ysgrifenedig, o fewn cyfnod penodedig, unrhyw sylwadau yr hoffent eu cyflwyno ynghylch y mater.

(6) Gyda'r hysbysiad a roddir o dan is-baragraff (5), 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.

(7) 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.

(8) 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 (5) neu (7), rhaid i Weinidogion Cymru, os ydynt yn penderfynu penodi person neu bersonau i wrando'r anghydfod—

(a) rhoi gwybod i'r partïon yn ysgrifenedig am enw'r person neu'r personau y mae wedi ei benodi neu eu penodi, a

(b) trosglwyddo i'r person neu'r personau a benodir felly unrhyw ddogfennau a ddaeth i law oddi wrth y partïon o dan baragraff (2), (5) neu (7) neu yn unol â hwy.

(9) 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 byddai eu harbenigedd yn cynorthwyo i ystyried y mater.

(10) Pan fo'r dyfarnwr yn ymgynghori â pherson arall o dan is-baragraff (9)(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.

(11) Wrth ystyried y mater, rhaid i'r dyfarnwr ystyried—

(a) unrhyw sylwadau ysgrifenedig a gyflwynir mewn ymateb i gais o dan is-baragraff (5), 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 (7), ond dim ond os cânt eu cyflwyno o fewn y cyfnod penodedig,

(c) unrhyw sylwadau ar lafar a gyflwynir mewn ymateb i wahoddiad o dan is-baragraff (9)(a),

(d) canlyniadau unrhyw ymgynghori o dan is-baragraff (9)(b), ac

(e) unrhyw arsylwadau a gyflwynir yn unol â chyfle a roddir o dan is-baragraff (10).

(12) Yn y paragraff hwn, ystyr "cyfnod penodedig" yw unrhyw gyfnod 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.

(13) Yn ddarostyngedig i ddarpariaethau eraill y paragraff hwn a pharagraff 57, mae gan y dyfarnwr ddisgresiwn eang i benderfynu ar y weithdrefn ar gyfer datrys yr anghydfod i sicrhau bod penderfyniad cyfiawn, diymdroi, darbodus a therfynol yn cael ei wneud ar yr anghydfod.

Penderfynu ar yr anghydfod

55.—(1) Rhaid i'r dyfarnwr gofnodi'r penderfyniad a'r rhesymau drosto yn ysgrifenedig, a rhaid iddo roi hysbysiad o'r penderfyniad (gan gynnwys cofnod o'r rhesymau) i'r partïon.

(2) Yn achos contract a atgyfeirir i'w benderfynu yn unol â pharagraff 54(1), mae adran 7(12) o Ddeddf 2006 yn gymwys fel y mae'r is-adran honno'n gymwys yn achos contract a atgyfeirir i'w benderfynu yn unol ag adran 7(6) o Ddeddf 2006.

Dehongli Rhan 7

56.—(1) Yn y Rhan hon, mae cyfeiriad at 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 yn goroesi hyd yn oed pan fo'r contract wedi diweddu.

RHAN 8
AMRYWIO A THERFYNU CONTRACTAU

Amrywio contract: cyffredinol

57.—(1) Yn ddarostyngedig i is-baragraff (2) a pharagraffau 58(6), 59(6) ac 71, 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 58(6), 59(6) ac 71, caiff y Bwrdd Iechyd Lleol amrywio'r contract heb gydsyniad y contractwr—

(a) pan fo wedi ei fodloni'n rhesymol ei bod yn angenrheidiol amrywio'r contract er mwyn cydymffurfio â Deddf 2006, ag unrhyw reoliadau a wneir 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 bydd yr amrywiad hwnnw yn cymryd effaith.

(3) Pan fo'n rhesymol ymarferol gwneud hynny, ni chaiff y dyddiad y bydd yr amrywiad arfaethedig yn cymryd effaith fod yn llai na 14 o ddiwrnodau clir ar ôl y dyddiad y cyflwynir yr hysbysiad o dan is-baragraff (2)(b) i'r contractwr.

Darpariaethau ynglŷn ag amrywiad sy'n benodol i gontract gydag ymarferydd deintyddol unigol

58.—(1) Os yw contractwr sy'n ymarferydd deintyddol unigol yn bwriadu ymarfer mewn partneriaeth ag un neu ragor o bersonau 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 deintyddol unigol i bartneriaeth, na chaiff fod lai nag 28 o ddiwrnodau clir 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 cysylltiad â'r person neu bob un o'r personau y mae'r contractwr yn bwriadu ymarfer mewn partneriaeth ag ef neu â hwy, a hefyd mewn cysylltiad ag ef ei hun o ran y materion a bennir yn is-baragraff (c)—

(a) cadarnhau bod y person naill ai—

(i) yn ymarferydd deintyddol, neu

(ii) yn berson sy'n bodloni'r amodau a bennir yn adran 59 o Ddeddf 2006,

(b) cadarnhau ei fod yn berson sy'n bodloni'r amodau a osodir gan reoliad 4, ac

(c) nodi pa un a yw'r bartneriaeth yn bartneriaeth gyfyngedig ai peidio, ac os felly, pwy yw'r partneriaid cyfyngedig a phwy yw'r partneriaid cyffredinol,

a rhaid i'r hysbysiad gael ei lofnodi gan yr ymarferydd deintyddol unigol a chan y person, neu bob un o'r personau (yn ôl y digwydd), y mae'n bwriadu ymarfer mewn partneriaeth ag ef neu â hwy.

(3) Rhaid i'r contractwr sicrhau bod unrhyw berson sy'n ymarfer mewn partneriaeth ag ef wedi ei rwymo gan y contract, pa un ai yn rhinwedd gweithred partneriaeth neu fel arall.

(4) Os yw'r Bwrdd Iechyd Lleol wedi ei fodloni ynghylch 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 o fewn 14 o ddiwrnodau clir i'r contractwr yn cadarnhau bod y contract yn parhau â'r bartneriaeth yr ymrwymwyd iddi gan y contractwr a'i bartneriaid, o ddyddiad y mae'r Bwrdd Iechyd Lleol yn ei bennu yn yr hysbysiad hwnnw.

(5) Pan fo'n rhesymol ymarferol, rhaid mai'r 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 contractwr yn unol ag is-baragraff (1), neu, pan na fo'r dyddiad hwnnw'n rhesymol ymarferol, rhaid i'r dyddiad a bennir 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 contractwr 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 angenrheidiol er mwyn adlewyrchu'r newid yn statws y contractwr o ymarferydd deintyddol unigol i bartneriaeth, a

(b) os yw'n bwriadu amrywio'r contract felly, rhaid iddo gynnwys yn yr hysbysiad a gyflwynir i'r contractwr yn unol ag is-baragraff (4) eiriad yr amrywiad arfaethedig a'r dyddiad y bydd yr amrywiad hwnnw yn cymryd effaith.

Darpariaethau ynglŷn ag amrywiad sy'n benodol i gontract â dau neu ragor o unigolion yn ymarfer mewn partneriaeth

59.—(1) Yn ddarostyngedig i is-baragraff (4) ac yn unol ag is-baragraff (2), pan fo contractwr yn cynnwys dau neu ragor o unigolion yn ymarfer mewn partneriaeth, os bydd y bartneriaeth yn cael ei diweddu neu ei diddymu, ni chaiff y contract ond parhau gydag un o'r cyn-bartneriaid os yw'r partner hwnnw—

(a) wedi ei enwebu yn unol ag is-baragraff (3), a

(b) yn ymarferydd deintyddol.

(2) Rhaid i gontractwr hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig o leiaf 28 o ddiwrnodau clir cyn y dyddiad y mae'r contractwr yn bwriadu newid ei statws o bartneriaeth i ymarferydd deintyddol 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 deintyddol unigol,

(b) pennu enw'r ymarferydd deintyddol y mae'r contract i barhau gydag ef, y mae'n rhaid iddo fod yn un o'r partneriaid presennol, ac

(c) cael ei lofnodi gan bob un o'r personau sy'n ymarfer mewn partneriaeth.

(4) Os yw partneriaeth sy'n cynnwys dau unigolyn yn ymarfer mewn partneriaeth yn cael ei diweddu neu ei diddymu am fod un o'r partneriaid wedi marw, nid yw is-baragraffau (1) i (3) yn gymwys ac—

(a) mae'r contract yn parhau gyda'r unigolyn nad yw wedi marw dim ond os yw'r unigolyn hwnnw yn ymarferydd deintyddol, a

(b) rhaid i'r unigolyn hwnnw pa un bynnag hysbysu'r Bwrdd Iechyd Lleol yn ysgrifenedig cyn gynted ag y bo'n rhesymol ymarferol am farwolaeth ei bartner.

(5) Pan fydd hysbysiad yn unol ag is-baragraff (2) neu (4)(b) yn dod i law'r Bwrdd Iechyd Lleol, rhaid iddo gydnabod yn ysgrifenedig fod yr hysbysiad wedi dod i law, ac mewn perthynas â hysbysiad a gyflwynir yn unol ag is-baragraff (2), rhaid i'r Bwrdd Iechyd Lleol wneud hynny cyn y dyddiad a bennir yn unol ag is-baragraff (3)(a).

(6) Pan fo contractwr yn rhoi hysbysiad i'r Bwrdd Iechyd Lleol yn unol ag is-baragraff (2) neu (4)(b), 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'r newid yn statws y contractwr o bartneriaeth i ymarferydd deintyddol unigol.

(7) Os yw'r Bwrdd Iechyd Lleol yn amrywio'r contract yn unol ag is-baragraff (6), rhaid iddo hysbysu'r contractwr yn ysgrifenedig am eiriad yr amrywiad arfaethedig a'r dyddiad y bydd yr amrywiad hwnnw yn cymryd effaith.

Terfynu drwy gytundeb

60. Caiff y Bwrdd Iechyd Lleol a'r contractwr gytuno yn ysgrifenedig i derfynu'r contract, ac os yw'r partïon yn cytuno felly, rhaid iddynt gytuno ar y dyddiad y dylai'r terfyniad hwnnw gael effaith ac unrhyw delerau pellach y dylid terfynu'r contract arnynt.

Terfynu yn sgil marwolaeth ymarferydd deintyddol unigol

61.—(1) Pan fo'r contract gydag ymarferydd deintyddol unigol a bod yr ymarferydd deintyddol hwnnw'n marw, mae'r contract yn terfynu ar ddiwedd y cyfnod o 28 o ddiwrnodau ar ôl y dyddiad y bu farw oni bai, cyn diwedd y cyfnod hwnnw—

(a) yn ddarostyngedig i is-baragraff (2), fod y Bwrdd Iechyd Lleol wedi cytuno yn ysgrifenedig â chynrychiolwyr personol y contractwr y dylai'r contract barhau am gyfnod pellach, nad yw'n hwy na 6 mis ar ôl diwedd y cyfnod o 28 o ddiwrnodau clir, a

(b) bod cynrychiolwyr personol y contractwr wedi cadarnhau yn ysgrifenedig i'r Bwrdd Iechyd Lleol eu bod yn cyflogi neu gymryd ymlaen un neu ragor o ymarferwyr deintyddol i gynorthwyo â'r ddarpariaeth o wasanaethau deintyddol o dan y contract drwy gydol y cyfnod y bydd yn parhau.

(2) Pan fo'r Bwrdd Iechyd Lleol o'r farn y gallai contractwr arall ddymuno ymrwymo i gontract mewn cysylltiad â'r gwasanaethau gorfodol yr oedd yr ymarferydd deintyddol ymadawedig yn eu darparu, caniateir estyn y cyfnod o 6 mis y cyfeirir ato yn is-baragraff (1)(a) am unrhyw gyfnod y cytunir arno rhwng y Bwrdd Iechyd Lleol a chynrychiolwyr personol y contractwr ymadawedig nad yw'n hwy na 6 mis.

(3) Nid yw is-baragraff (1) yn effeithio ar unrhyw hawliau eraill i derfynu'r contract a all fod gan y Bwrdd Iechyd Lleol o dan baragraff 60 a pharagraffau 62 i 70.

Terfynu gan y contractwr

62.—(1) Caiff contractwr derfynu'r contract drwy gyflwyno hysbysiad ysgrifenedig i'r Bwrdd Iechyd Lleol unrhyw bryd.

(2) Pan fo contractwr yn cyflwyno hysbysiad yn unol ag is-baragraff (1), mae'r contract yn terfynu ar ddyddiad 6 mis ar ôl y dyddiad y cyflwynir yr hysbysiad ("y dyddiad terfynu"), ond os nad yw'r dyddiad terfynu ar ddiwrnod calendr olaf mis, mae'r contract yn terfynu yn lle hynny ar ddiwrnod calendr olaf y mis y mae'r dyddiad terfynu yn syrthio ynddo.

(3) Nid yw'r paragraff hwn na pharagraff 63 yn rhagfarnu unrhyw hawliau eraill i derfynu'r contract a all fod gan y contractwr.

Hysbysiadau talu hwyr

63.—(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 sy'n cael yr effaith a bennir yn rheoliad 30 (cyllid), 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 clir ar ôl cyflwyno hysbysiad talu hwyr, derfynu'r contract drwy hysbysiad ysgrifenedig pellach os yw'r Bwrdd Iechyd Lleol yn dal wedi methu â gwneud y taliadau a oedd yn 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 clir 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 55 a bod y penderfyniad hwnnw'n caniatáu 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.

Terfynu gan y Bwrdd Iechyd Lleol: cyffredinol

64. Ni chaiff y Bwrdd Iechyd Lleol ond terfynu'r contract yn unol â'r darpariaethau yn y Rhan hon.

Terfynu gan y Bwrdd Iechyd Lleol: dim cymhwystra mwyach i ymrwymo i'r contract a thorri amodau'r contract

65.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract ar unwaith os—

(a) ymrwymwyd i'r contract yn unol ag adran 59 o Ddeddf 2006 (personau sy'n gymwys i ymrwymo i gontractau GDC), a

(b) nad yw'r contractwr yn ymarferydd deintyddol mwyach.

(2) Pan fo contractwr yn peidio â bod yn ymarferydd deintyddol yn rhinwedd ataliad dros dro a bennir yn is-baragraff (6), nid yw is-baragraff (1) yn gymwys oni bai—

(a) nad yw'r contractwr yn gallu bodloni'r Bwrdd Iechyd Lleol fod ganddo drefniadau digonol ar waith i ddarparu gwasanaethau deintyddol 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 contractwr yn wynebu risg, neu

(ii) bod y Bwrdd Iechyd Lleol yn wynebu risg o gael colled ariannol sylweddol.

(3) Ac eithrio mewn achos y mae paragraff 59(4) yn gymwys iddo, pan fo'r contractwr yn ddau neu ragor o bersonau yn ymarfer mewn partneriaeth ac nad yw'r amodau a ragnodir yn adran 59 o Ddeddf 2006 wedi eu bodloni mwyach, rhaid i'r Bwrdd Iechyd Lleol—

(a) cyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract ar unwaith, neu

(b) cyflwyno hysbysiad ysgrifenedig i'r contractwr yn cadarnhau bod y Bwrdd Iechyd Lleol yn bwriadu caniatáu i'r contract barhau am gyfnod a bennir gan y Bwrdd Iechyd Lleol yn unol ag is-baragraff (4) (y "cyfnod interim") os yw'r Bwrdd Iechyd Lleol wedi ei fodloni bod gan y contractwr drefniadau digonol ar waith i ddarparu gwasanaethau deintyddol ar gyfer y cyfnod interim.

(4) Ni chaiff y cyfnod a bennir gan y Bwrdd Iechyd Lleol o dan is-baragraff (3)(b) fod yn fwy na—

(a) 6 mis, neu

(b) mewn achos pan fo methiant y contractwr i barhau i fodloni'r amod yn adran 59 o Ddeddf 2006 yn deillio o ganlyniad i ataliad dros dro y cyfeirir ato yn is-baragraff (6), y cyfnod y mae'r ataliad hwnnw'n parhau ar ei gyfer.

(5) Pan ymrwymwyd i'r contract yn unol ag adran 59 o Ddeddf 2006, ond pan fo'r contractwr yn peidio â bod yn gorfforaeth ddeintyddol, rhaid i'r Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract ar unwaith.

(6) Yr ataliadau dros dro y cyfeirir atynt yn is-baragraffau (2) a (4)(b) yw—

(a) ataliad dros dro gan Bwyllgor Practis o dan adran 27B neu 27C o Ddeddf 1984, ac eithrio o dan adran 27C(1)(d) (ataliad dros dro amhenodol), yn sgil penderfyniad perthnasol,

(b) ataliad dros dro gan Bwyllgor Practis o dan adran 30(1) o Ddeddf 1984 (gorchmynion ar gyfer ataliad dros dro ar unwaith a chofrestriad amodol ar unwaith), neu

(c) ataliad dros dro gan Bwyllgor Practis o dan adran 32 o Ddeddf 1984 (gorchmynion interim).

(7) At ddibenion is-baragraff (6)(i), "penderfyniad perthnasol" yw penderfyniad fod addasrwydd person i ymarfer wedi ei amharu ar y seiliau a grybwyllir yn y canlynol yn unig—

(a) adran 27(2)(b) o Ddeddf 1984 (perfformiad proffesiynol diffygiol), neu

(b) adran 27(2)(c) o Ddeddf 1984 (iechyd corfforol neu feddyliol andwyol).

Terfynu gan y Bwrdd Iechyd Lleol am ddarparu gwybodaeth anwir etc.

66. Caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract 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 42(2),

mewn perthynas â'r amodau a nodir yn rheoliad 4 (ac â chydymffurfio â'r amodau hynny) yn anwir neu'n anghywir mewn ffordd berthnasol pan gafodd ei rhoi.

Terfynu gan y Bwrdd Iechyd Lleol ar sail addasrwydd etc.

67.—(1) Caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract ar unwaith, neu o unrhyw ddyddiad a bennir yn yr hysbysiad os yw—

(a) yn achos contract gydag ymarferydd deintyddol, yr ymarferydd deintyddol hwnnw,

(b) yn achos contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, unrhyw unigolyn neu'r bartneriaeth, ac

(c) yn achos contract gyda chorfforaeth ddeintyddol—

(i) y gorfforaeth, neu

(ii) unrhyw gyfarwyddwr, prif weithredwr neu ysgrifennydd cwmni i'r gorfforaeth,

yn dod o fewn is-baragraff (2) yn ystod bodolaeth y contract neu ar neu ar ôl y dyddiad y rhoddwyd hysbysiad mewn cysylltiad â'i gydymffurfedd neu eu cydymffurfedd â'r amodau yn rheoliad 4 o dan baragraff 42(2) os oedd y dyddiad hwn yn hwyrach.

(2) Mae person yn dod o fewn yr is-baragraff hwn—

(a) os yw'n ddarostyngedig i anghymhwysiad cenedlaethol,

(b) os yw, yn ddarostyngedig i is-baragraff (3), wedi ei anghymhwyso neu wedi ei atal dros dro (ac eithrio drwy unrhyw orchymyn atal dros dro interim neu gyfarwyddyd interim a wneir wrth aros am ymchwiliad neu unrhyw ataliad dros dro ar sail afiechyd) rhag ymarfer gan unrhyw gorff trwyddedu unrhyw le yn y byd,

(c) os yw, yn ddarostyngedig i is-baragraff (4), wedi ei ddiswyddo (ac eithrio oherwydd dileu swydd) o unrhyw gyflogaeth gan gorff gwasanaeth iechyd oni bai ei fod, cyn i'r Bwrdd Iechyd Lleol roi hysbysiad yn terfynu'r contract yn unol

â'r paragraff hwn, yn cael ei gyflogi gan y corff gwasanaeth iechyd y cafodd ei ddiswyddo ohono neu gan gorff gwasanaeth iechyd arall,

(d) os yw wedi ei ddileu o restr cyflawnwyr deintyddol neu feddygol, neu os gwrthodwyd ei dderbyn i restr o'r fath, oherwydd aneffeithlonrwydd, twyll neu anaddasrwydd oni bai bod ei enw wedi ei gynnwys mewn rhestr o'r fath yn ddiweddarach,

(e) os yw wedi ei euogfarnu yn y Deyrnas Unedig o—

(i) llofruddiaeth, neu

(ii) trosedd heblaw llofruddiaeth a gyflawnwyd ar neu ar ôl 26 Awst 2002, ac os yw wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar,

(f) os yw, yn ddarostyngedig i is-baragraff (5), wedi ei euogfarnu y tu allan i'r Deyrnas Unedig o drosedd—

(i) a fyddai'n llofruddiaeth pe bai wedi ei chyflawni yng Nghymru a Lloegr, neu

(ii) a gyflawnwyd ar neu ar ôl 26 Awst 2002 a fyddai'n drosedd heblaw llofruddiaeth pe bai wedi ei chyflawni yng Nghymru a Lloegr, ac os yw wedi ei ddedfrydu i gyfnod hwy na 6 mis o garchar,

(g) os yw wedi ei euogfarnu o drosedd y cyfeirir ati yn Atodlen 1 i Ddeddf Plant a Phobl Ifanc 1933 (troseddau yn erbyn plant a phobl ifanc y mae darpariaethau arbennig o'r Ddeddf hon yn gymwys iddynt) neu yn Atodlen 1 i Ddeddf Gweithdrefn Droseddol (Yr Alban) 1995 (troseddau yn erbyn plant o dan 17 oed y mae darpariaethau arbennig yn gymwys iddynt),

(h) os yw—

(i) wedi ei wneud yn fethdalwr neu os dyfarnwyd i'w ystad gael ei secwestru neu os yw'n berson y mae cyfnod moratoriwm o dan orchymyn rhyddhau o ddyled (o dan Ran 7A o Ddeddf 1986) yn gymwys iddo oni bai ei fod wedi ei ryddhau o'r methdaliad neu'r secwestriad neu fod y gorchymyn methdaliad wedi ei annilysu,

(ii) wedi ei wneud yn ddarostyngedig i orchymyn cyfyngiadau methdaliad neu orchymyn cyfyngiadau methdaliad interim o dan Atodlen 4A i Ddeddf 1986, neu orchymyn cyfyngiadau rhyddhau o ddyled neu orchymyn cyfyngiadau rhyddhau o ddyled interim o dan Atodlen 4ZB i'r Ddeddf honno, oni bai bod y gorchymyn hwnnw wedi peidio â chael effaith neu wedi ei annilysu,

(iii) wedi gwneud cyfansoddiad neu drefniant gyda'i gredydwyr, neu wedi rhoi gweithred ymddiriedolaeth ar eu cyfer, oni bai ei fod wedi ei ryddhau mewn cysylltiad ag ef, neu

(iv) wedi ei ddirwyn i ben o dan Ran IV o Ddeddf 1986,

(i) os oes—

(i) gweinyddydd, derbynnydd gweinyddol neu dderbynnydd wedi ei benodi mewn cysylltiad ag ef, neu

(ii) gorchymyn gweinyddu wedi ei wneud mewn cysylltiad ag ef o dan Atodlen B1 i Ddeddf 1986,

(j) os yw'r person hwnnw yn bartneriaeth ac—

(i) bod 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,

(k) os yw—

(i) wedi ei ddiswyddo o swydd ymddiriedolwr elusen neu ymddiriedolwr ar gyfer elusen drwy orchymyn a wnaed gan y Comisiynwyr Elusennau neu'r Uchel Lys ar sail unrhyw gamymddwyn neu gamreoli wrth weinyddu'r elusen y bu'n gyfrifol amdano neu y bu'n gyfrannog iddo, neu y cyfrannwyd ato gan ei ymddygiad, neu a hwyluswyd gan ei ymddygiad, neu

(ii) wedi ei anghymhwyso o dan adran 69B o Ddeddf Elusennau a Buddsoddi gan Ymddiriedolwyr (Yr Alban) 2005 (anghymhwyso rhag dal swydd â swyddogaethau rheoli uwch) rhag ymwneud â rheoli neu reolaethu unrhyw gorff,

(l) os yw'n ddarostyngedig i orchymyn anghymhwyso o dan Ddeddf Anghymhwyso Cyfarwyddwyr Cwmnïau 1986(**39**), Gorchymyn Cwmnïau (Gogledd Iwerddon) 1986(**40**) neu orchymyn a wnaed o dan adran 429(2)(b) o Ddeddf 1986 (methu â thalu o dan orchymyn gweinyddu llys sirol), neu

(m) os yw wedi gwrthod cydymffurfio â chais gan y Bwrdd Iechyd Lleol iddo gael ei archwilio'n feddygol ar y sail bod y Bwrdd Iechyd Lleol yn pryderu nad yw'r contractwr 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 chorfforaeth ddeintyddol, nad yw'r Bwrdd Iechyd Lleol wedi ei fodloni bod y contractwr yn cymryd camau digonol i ddelio â'r mater.

(3) Ni chaiff Bwrdd Iechyd Lleol derfynu'r contract yn unol ag is-baragraff (2)(b) 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 gontractwr,

(b) yn bartner, yn achos contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, neu

(c) yn gyfarwyddwr, yn brif weithredwr neu'n ysgrifennydd cwmni i'r gorfforaeth, yn achos contract â chorfforaeth ddeintyddol.

(4) Ni chaiff Bwrdd Iechyd Lleol derfynu'r contract yn unol ag is-baragraff (2)(c)—

(a) hyd nes bod cyfnod o 3 mis 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 ddiwedd y cyfnod a bennir ym mharagraff (b) os na cheir dyfarniad o ddiswyddo annheg ar ddiwedd yr achos hwnnw.

(5) Ni chaiff Bwrdd Iechyd Lleol derfynu'r contract yn unol ag is-baragraff (2)(f) pan fo'r Bwrdd Iechyd Lleol wedi ei fodloni nad yw'r euogfarn yn gwneud y person yn anaddas i fod—

(a) yn gontractwr,

(b) yn bartner, yn achos contract gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth, neu

(**39**) 1986 p. 46.
(**40**) O.S. 1986/1032 (G.I. 6).

(c) yn gyfarwyddwr, yn brif weithredwr neu'n ysgrifennydd cwmni i'r gorfforaeth, yn achos contract â chorfforaeth ddeintyddol,

yn ôl y digwydd.

(6) Yn y paragraff hwn, mae "corff gwasanaeth iechyd" yn cynnwys y cyrff a adnabuwyd ar yr adeg berthnasol fel Awdurdod Iechyd Strategol, Ymddiriedolaeth Gofal Sylfaenol, Grŵp Comisiynu Clinigol a System Gofal Integredig.

Terfynu gan y Bwrdd Iechyd Lleol: diogelwch cleifion a cholled ariannol sylweddol

68. Caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract ar unwaith neu gydag effaith o unrhyw ddyddiad a bennir yn yr hysbysiad—

(a) os yw'r contractwr wedi torri'r contract a bod risg i ddiogelwch cleifion y contractwr o ganlyniad i'r toriad hwnnw os na therfynir y contract, neu

(b) os yw sefyllfa ariannol y contractwr 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: hysbysiadau adfer a hysbysiadau tor contract

69.—(1) Pan fo contractwr wedi torri'r contract heblaw fel y pennir ym mharagraffau 66 i 68 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 contractwr 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 contractwr eu cymryd er boddhad 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").

(3) Ni chaiff cyfnod yr hysbysiad fod yn llai nag 28 o ddiwrnodau clir o'r dyddiad y rhoddir yr hysbysiad hwnnw, 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 sylweddol.

(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 66 i 68 ac nad oes modd unioni'r toriad, caiff y Bwrdd Iechyd Lleol gyflwyno hysbysiad ysgrifenedig i'r contractwr yn ei gwneud yn ofynnol i'r contractwr beidio ag ailadrodd y toriad ("hysbysiad tor contract").

(6) 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 os yw'r contractwr, yn dilyn hysbysiad tor contract neu hysbysiad adfer—

(a) yn ailadrodd y toriad a oedd yn destun yr hysbysiad tor contract neu'r hysbysiad adfer, neu

(b) fel arall yn torri'r contract gan arwain naill ai at hysbysiad adfer neu at hysbysiad tor contract pellach.

(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 gronnol 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 tor contract 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 toriad.

Terfynu gan y Bwrdd Iechyd Lleol: darpariaethau ychwanegol sy'n benodol i gontractau gyda dau neu ragor o unigolion yn ymarfer mewn partneriaeth a chorfforaethau deintyddol

70.—(1) Pan fo'r contractwr yn gorfforaeth ddeintyddol, 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 clir sy'n dechrau 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 gorfforaeth ddeintyddol ac ar neu ar ôl y dyddiad y daw erthygl 39 o Orchymyn 2005 i rym at bob diben yn ystod bodolaeth y contract—

(a) pan fo mwyafrif cyfarwyddwyr y gorfforaeth ddeintyddol yn peidio â bod naill ai'n ymarferwyr deintyddol neu'n broffesiynolion gofal deintyddol,

(b) pan fo'r gorfforaeth ddeintyddol wedi ei heuogfarnu o drosedd o dan adran 43(1) o Ddeddf 1984 (cyfarwyddwyr cyrff corfforedig), neu

(c) pan fo'r gorfforaeth ddeintyddol, neu un o gyfarwyddwyr neu gyn-gyfarwyddwyr y gorfforaeth honno, wedi cael cosb ariannol wedi ei gosod arno neu arnynt gan y Cyngor Deintyddol Cyffredinol yn unol ag adran 43B (cosbau ariannol mewn perthynas â chyrff corfforedig) neu 44 (cosbau ariannol pellach ar gyrff corfforedig) o Ddeddf 1984,

caiff y Bwrdd Iechyd Lleol, drwy hysbysiad ysgrifenedig, derfynu'r contract os yw'n ystyried, o ganlyniad i hynny, nad yw'r gorfforaeth ddeintyddol yn addas i fod yn gontractwr mwyach.

(3) 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.

(4) Rhaid i hysbysiad a roddir i'r contractwr yn unol ag is-baragraff (3) bennu—

(a) y dyddiad y bydd y contract yn terfynu, 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 contract

71.—(1) Yn y paragraff hwn a pharagraff 72, ystyr "sancsiwn contract" yw—

(a) terfynu cydrwymedigaethau penodedig o dan y contract,

(b) atal dros dro gydrwymedigaethau penodedig o dan y contract am gyfnod o hyd at chwe mis, neu

(c) cadw'n ôl neu ddidynnu arian sy'n daladwy fel arall o dan y contract.

(2) Pan fo gan y Bwrdd Iechyd Lleol hawlogaeth i derfynu'r contract yn unol â pharagraff 66, 67, 68, 69(4), 69(6) neu 70, caiff yn hytrach osod unrhyw un neu ragor o'r sancsiynau contract os yw'r Bwrdd Iechyd Lleol 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) O dan is-baragraff (2), nid oes gan y Bwrdd Iechyd Lleol hawlogaeth i osod unrhyw sancsiwn contract sy'n cael yr effaith o derfynu neu atal dros dro unrhyw rwymedigaeth i ddarparu gwasanaethau gorfodol nac unrhyw rwymedigaeth sy'n ymwneud â hwy.

(4) Os yw'r Bwrdd Iechyd Lleol yn penderfynu gosod sancsiwn contract, rhaid iddo hysbysu'r contractwr am y sancsiwn contract y mae'n bwriadu ei osod a'r dyddiad y bwriedir i'r sancsiwn hwnnw gael ei osod a rhaid iddo ddarparu esboniad yn yr hysbysiad hwnnw o effaith gosod y sancsiwn hwnnw.

(5) Yn ddarostyngedig i baragraff 72, ni chaiff y Bwrdd Iechyd Lleol osod y sancsiwn contract tan o leiaf 28 o ddiwrnodau clir ar ôl iddo gyflwyno'r hysbysiad i'r contractwr yn unol ag is-baragraff (4) oni bai bod y Bwrdd Iechyd Lleol wedi ei fodloni ei bod yn angenrheidiol gwneud hynny er mwyn—

(a) amddiffyn diogelwch cleifion y contractwr, neu

(b) ei amddiffyn ei hun rhag colled ariannol sylweddol.

(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 o ran gweinyddu ychwanegol er mwyn gosod y sancsiwn contract neu o ganlyniad i'w osod.

Sancsiynau contract a gweithdrefn datrys anghydfodau'r GIG

72.—(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).

(2) Os yw'r contractwr yn atgyfeirio'r anghydfod ynglŷn â'r sancsiwn contract at weithdrefn datrys anghydfodau'r GIG o fewn 28 o ddiwrnodau clir sy'n dechrau â'r dyddiad y cyflwynodd y Bwrdd Iechyd Lleol hysbysiad i'r contractwr yn unol â pharagraff 71(4) (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 55 a bod y penderfyniad hwnnw'n caniatáu i'r Bwrdd Iechyd Lleol osod y sancsiwn contract, neu

(b) bod y contractwr yn rhoi'r gorau i ddilyn gweithdrefn datrys anghydfodau'r GIG,

pa un bynnag sydd gyntaf.

(3) Os nad yw'r contractwr 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) Mae gan y Bwrdd Iechyd Lleol hawlogaeth i osod y sancsiwn contract ar unwaith, wrth aros canlyniad gweithdrefn datrys anghydfodau'r GIG, os yw'r Bwrdd Iechyd Lleol wedi ei fodloni 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 contractwr, neu

(b) ei amddiffyn ei hun rhag colled ariannol sylweddol.

Terfynu a gweithdrefn datrys anghydfodau'r GIG

73.—(1) Pan fo gan y Bwrdd Iechyd Lleol hawlogaeth i gyflwyno hysbysiad ysgrifenedig i'r contractwr yn terfynu'r contract yn unol â pharagraff 66, 67, 68, 69(4), 69(6) neu 70, rhaid i'r Bwrdd Iechyd Lleol, yn yr hysbysiad a gyflwynir i'r contractwr yn unol â'r darpariaethau hynny, bennu dyddiad y mae'r contract yn terfynu arno nad yw'n llai nag 28 o ddiwrnodau clir ar ôl y dyddiad y mae'r Bwrdd Iechyd Lleol wedi cyflwyno'r hysbysiad hwnnw i'r contractwr 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 clir er mwyn—

(a) amddiffyn diogelwch cleifion y contractwr, neu

(b) ei amddiffyn ei hun rhag colled ariannol sylweddol.

(3) Mewn achos sy'n dod o fewn is-baragraff (1), pan na fo'r eithriadau 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) Mae'r contract yn terfynu—

(a) os oes penderfyniad wedi ei wneud a phan fo penderfyniad wedi ei wneud ar yr anghydfod yn unol â pharagraff 55 a bod y penderfyniad hwnnw'n caniatáu i'r Bwrdd Iechyd Lleol derfynu'r contract, neu

(b) os bydd y contractwr yn rhoi'r gorau a phan fo'r 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 sylweddol,

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 yn terfynu serch hynny ar ddiwedd cyfnod yr hysbysiad a gyflwynwyd ganddo yn unol â pharagraff 66, 67, 68, 69(4), 69(6) neu 70.

RHAN 9
AMRYWIOL

Tystiolaeth o esemptiad o dan Ddeddf 2006

74.—(1) Yn ddarostyngedig i is-baragraff (2), rhaid i'r contractwr sicrhau ei fod yn gofyn, mewn cysylltiad â pherson sy'n gwneud declarasiwn yn ymwneud ag esemptiad o dan adran 126 o Ddeddf 2006, am dystiolaeth i gefnogi'r declarasiwn hwnnw.

(2) Rhaid i'r contractwr sicrhau—

(a) bod nodyn yn cael ei wneud o'r math o dystiolaeth a gyflwynir, neu

(b) mewn achos pan na chyflwynir tystiolaeth, fod nodyn yn cael ei wneud o'r ffaith honno.

(3) Nid yw is-baragraffau (1) a (2) yn gymwys pan fo'r contractwr wedi ei fodloni bod y person y gwneir y declarasiwn mewn cysylltiad ag ef o dan 18 oed.

Trefniadau llywodraethu clinigol

75.—(1) Rhaid i'r contractwr gydymffurfio ag unrhyw drefniadau llywodraethu clinigol a sefydlir gan y Bwrdd Iechyd Lleol mewn cysylltiad â chontractwyr yn darparu gwasanaethau o dan gontract.

(2) Rhaid i'r contractwr enwebu person sy'n rheoli gwasanaethau o dan y contract i fod â chyfrifoldeb dros sicrhau cydymffurfedd â threfniadau llywodraethu clinigol.

(3) Yn y paragraff hwn, ystyr "trefniadau llywodraethu clinigol" yw trefniadau y mae'r contractwr yn ymdrechu drwyddynt i wella'n barhaus ansawdd ei wasanaethau ac i ddiogelu safonau gofal uchel drwy greu amgylchedd y gall rhagoriaeth glinigol ffynnu ynddo.

System sicrhau ansawdd

76.—(1) Rhaid i'r contractwr sefydlu a gweithredu system sicrhau ansawdd yn y practis sy'n gymwys i'r holl bersonau a bennir yn is-baragraff (2).

(2) Y personau a bennir yw—

(a) unrhyw ymarferydd deintyddol sy'n cyflawni gwasanaethau o dan y contract;

(b) unrhyw berson arall a gyflogir neu a gymerir ymlaen gan y contractwr i gyflawni neu i gynorthwyo i gyflawni gwasanaethau o dan y contract.

(3) Rhaid i gontractwr sicrhau ei fod, mewn cysylltiad â'i system sicrhau ansawdd yn y practis, wedi enwebu person (nad oes angen iddo fod yn gysylltiedig â phractis y contractwr) i fod yn gyfrifol am weithredu'r system honno.

(4) Yn y paragraff hwn, ystyr "system sicrhau ansawdd yn y practis" yw un sy'n cynnwys system i sicrhau bod—

(a) mesurau effeithiol i reoli heintiau yn cael eu defnyddio,

(b) yr holl ofynion cyfreithiol yn ymwneud ag iechyd a diogelwch yn y gweithle yn cael eu bodloni,

(c) yr holl ofynion cyfreithiol yn ymwneud â diogelu radiolegol yn cael eu bodloni,

(d) unrhyw un neu ragor o ofynion y Cyngor Deintyddol Cyffredinol mewn cysylltiad â datblygiad proffesiynol parhaus ymarferwyr deintyddol yn cael eu bodloni, ac

(e) hunanasesiad sicrhau ansawdd blynyddol yn cael ei gynnal fel y'i cydlynir gan Dîm Iechyd Deintyddol y Cyhoedd Iechyd Cyhoeddus Cymru.

Yswiriant: perfformiad esgeulus

77.—(1) Rhaid i'r contractwr gael trefniant indemniad mewn grym bob amser mewn perthynas ag ef ei hun sy'n darparu yswiriant priodol.

(2) Ni chaiff y contractwr is-gontractio ei rwymedigaethau i ddarparu gwasanaethau clinigol o dan y contract oni bai ei fod wedi ei fodloni ei hun bod gan yr is-gontractwr drefniant indemniad mewn grym mewn perthynas ag ef ei hun sy'n darparu yswiriant priodol.

(3) Bernir bod gan gontractwr drefniant indemniad mewn grym mewn perthynas ag ef ei hun os oes trefniant indemniad mewn grym mewn perthynas â'i gyflogai mewn cysylltiad â gwasanaethau clinigol y mae'r cyflogai hwnnw'n eu darparu o dan y contract neu, yn ôl y digwydd, o dan is-gontract.

(4) Yn y paragraff hwn—

ystyr "trefniant indemniad" ("*indemnity arrangement*") yw contract yswiriant neu drefniant arall a wneir at ddiben indemnio'r contractwr;

ystyr "yswiriant priodol" ("*appropriate cover*") yw yswiriant rhag atebolrwyddau y gall y contractwr fynd iddynt wrth gyflawni gwasanaethau clinigol o dan y contract, sy'n briodol, o roi sylw i natur a maint y risgiau wrth gyflawni'r gwasanaethau hynny.

Yswiriant atebolrwydd cyhoeddus

78.—(1) Rhaid i'r contractwr 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 77(1).

(2) Yn y paragraff hwn, mae i "trefniant indemniad" yr un ystyr ag ym mharagraff 77.

Rhoddion

79.—(1) Rhaid i'r contractwr gadw cofrestr o roddion a roddir i unrhyw un neu ragor o'r personau a bennir yn is-baragraff (2) gan neu ar ran—

(a) claf,

(b) perthynas i glaf, neu

(c) unrhyw berson sy'n darparu gwasanaethau neu'n dymuno darparu gwasanaethau i'r contractwr neu i'w gleifion mewn cysylltiad â'r contract,

ac 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 chorfforaeth ddeintyddol, cyfarwyddwr, prif weithredwr neu ysgrifennydd cwmni i'r gorfforaeth,

(d) unrhyw berson a gyflogir gan y contractwr at ddibenion y contract,

(e) unrhyw ymarferydd deintyddol a gymerir ymlaen gan y contractwr at ddibenion y contract,

(f) unrhyw briod neu bartner sifil i gontractwr (pan fo'r contractwr yn ymarferydd deintyddol unigol) neu i berson a bennir ym mharagraffau (b) i (e), neu

(g) unrhyw berson y mae gan ei berthynas â'r contractwr (pan fo'r contractwr yn ymarferydd deintyddol unigol) neu â pherson a bennir ym mharagraffau (b) i (e) nodweddion y berthynas rhwng pâr priod neu bartneriaid sifil.

(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 yn flaenorol, sy'n cael eu darparu neu sydd i'w darparu gan y contractwr,

(b) pan na fo'r contractwr yn ymwybodol o'r rhodd, neu

(c) mewn achos sy'n dod o fewn is-baragraff (1)(c), pan na fo'r contractwr yn ymwybodol bod y rhoddwr yn dymuno darparu gwasanaethau i'r contractwr.

(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,

(b) mewn achos pan fo'r rhoddwr yn glaf, rhif Gwasanaeth Iechyd Gwladol y claf neu, os nad yw'r rhif yn hysbys, ei gyfeiriad,

(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 gafodd y rhodd.

(6) Rhaid i'r contractwr drefnu bod y gofrestr ar gael i'r Bwrdd Iechyd Lleol ar gais.

Cydymffurfedd â deddfwriaeth a chanllawiau

80. Rhaid i'r contractwr—

(a) cydymffurfio â'r holl ddeddfwriaeth berthnasol, a

(b) rhoi sylw i'r holl ganllawiau perthnasol a ddyroddir gan y Bwrdd Iechyd Lleol neu gan Weinidogion Cymru.

Hawliau trydydd parti

81. Ni chaiff y contract greu unrhyw hawl a all gael ei gorfodi gan unrhyw berson nad yw'n barti iddo.

Llofnodi dogfennau

82.—(1) Yn ychwanegol at unrhyw ofyniad arall a gaiff fod yn gysylltiedig â'r dogfennau a bennir yn is-baragraff (2), pa un ai yn y Rheoliadau hyn neu fel arall, rhaid i'r contractwr sicrhau bod y dogfennau hynny yn cynnwys—

(a) enw a phroffesiwn clinigol y proffesiynolyn a lofnododd y ddogfen, a

(b) enw'r contractwr y mae'r ddogfen wedi ei llofnodi ar ei ran.

(2) Mae'r cyfeiriad at ddogfennau yn is-baragraff (1) yn cynnwys—

(a) ffurflenni y mae'n ofynnol iddynt gael eu cwblhau o ganlyniad i'r Rheoliadau hyn, pan fo angen llofnod ar y ffurflenni hynny,

(b) ffurflenni presgripsiwn, ac

(c) unrhyw ddogfen glinigol arall.

Y ddyletswydd i gydweithredu: gweithio mewn clwstwr

83.—(1) Rhaid i gontractwr gydymffurfio â'r gofynion yn is-baragraff (2) pan ddarperir gwasanaethau deintyddol sylfaenol gan glwstwr y contractwr.

(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 cynrychiolydd Cydweithredfa Ddeintyddol yng nghyfarfodydd y clwstwr a chymryd adborth o gyfarfodydd y clwstwr i ystyriaeth,

(d) cymryd camau rhesymol i ddarparu gwybodaeth i'w gleifion gweithredol 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 chyflenwi 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.

(3) Rhaid i'r contract gynnwys teler sy'n ei gwneud yn ofynnol i gontractwyr gael taliad cydnabyddiaeth am gymryd rhan yng nghyfarfodydd y clwstwr bob blwyddyn yn unol â chyfarwyddydau a wneir gan Weinidogion Cymru o dan adran 60 o Ddeddf 2006.

ATODLEN 4 Paragraff 35 o Atodlen 3

TAFLEN GWYBODAETH I GLEIFION

Rhaid i daflen gwybodaeth i gleifion gynnwys yr eitemau a restrir isod.

1. Enw'r contractwr.

2. Yn achos contract gyda phartneriaeth—

(a) pa un a yw'r bartneriaeth yn bartneriaeth gyfyngedig ai peidio, a

(b) enwau'r holl bartneriaid ac, yn achos partneriaeth gyfyngedig, eu statws fel partner cyffredinol neu bartner cyfyngedig.

3. Yn achos contract gyda chorfforaeth ddeintyddol—

(a) enwau cyfarwyddwyr, prif weithredwr ac ysgrifennydd cwmni i'r gorfforaeth, i'r graddau y mae'r swyddi hynny'n bodoli mewn perthynas â'r gorfforaeth ddeintyddol, a

(b) cyfeiriad swyddfa gofrestredig y gorfforaeth.

4. Enw llawn pob person sy'n cyflawni gwasanaethau o dan y contract.

5. Yn achos pob person sy'n cyflawni gwasanaethau deintyddol o dan y contract, ei gymwysterau proffesiynol a'i brofiad perthnasol.

6. A yw'r contractwr yn ymgymryd ag addysgu neu hyfforddi personau sy'n darparu gwasanaethau deintyddol neu bersonau sy'n bwriadu gwneud hynny.

7. Y trefniadau ar gyfer datblygu a hyfforddi cyflogeion yn briodol.

8. Cyfeiriad pob un o'r mangreoedd practis.

9. Rhifau ffôn a ffacs y contractwr (os o gwbl) a chyfeiriad ei wefan (os o gwbl).

10. A oes gan y mangreoedd practis fynedfa addas ar gyfer cleifion anabl neu gleifion ag anghenion amgen ac, os nad oes, y trefniadau amgen ar gyfer darparu gwasanaethau i gleifion o'r fath.

11. Sut i ofyn am wasanaethau fel claf.

12. Hawliau claf i fynegi hoff ddewis am ymarferydd deintyddol yn unol â pharagraff 2 o Atodlen 3 a'r dull o fynegi hoff ddewis o'r fath.

13. Y gwasanaethau sydd ar gael o dan y contract.

14. Diwrnodau ac oriau gwaith arferol y practis.

15. Y trefniadau ar gyfer gwasanaethau deintyddol ar gyfer yr oriau a'r diwrnodau sy'n dod y tu allan i oriau gwaith arferol y ddeintyddfa (pa un a yw'r contractwr yn eu darparu ai peidio) a sut y gall y claf gysylltu â gwasanaethau o'r fath.

16. Os na ddarperir y gwasanaethau ym mharagraff 15 gan y contractwr, y ffaith bod y Bwrdd Iechyd Lleol y cyfeirir ato ym mharagraff 27 yn gyfrifol am gomisiynu'r gwasanaethau.

17. Rhif ffôn GIG 111 Cymru a manylion GIG 111 Cymru ar-lein.

18. Manylion cyswllt gwasanaeth apwyntiadau brys y Bwrdd Iechyd Lleol.

19. Cyfeiriad gwe y Porth Mynediad Deintyddol.

20. Y trefniadau a wneir ar gyfer gofyn barn cleifion am ansawdd y gwasanaethau a ddarperir gan y practis deintyddol.

21. Sut y gall cleifion hysbysu am bryder yn unol â Rheoliadau 2011 neu wneud sylwadau ar y modd y darperir gwasanaeth.

22. Hawliau a chyfrifoldebau'r claf, yn enwedig o ran cadw apwyntiadau, gan gynnwys esboniad o'r amgylchiadau a fyddai'n arwain at ddadrestru claf a'i ddychwelyd i'r Porth Mynediad Deintyddol.

23. Y camau y caniateir eu cymryd pan fo claf yn ymddwyn yn dreisgar neu'n gamdriniol tuag at y contractwr, ei staff, personau sy'n bresennol ym mangre'r practis neu yn y man lle y darperir triniaeth o dan y contract neu bersonau eraill a bennir ym mharagraff 3 o Atodlen 3.

24. Manylion pwy sydd â mynediad at wybodaeth am gleifion (gan gynnwys gwybodaeth y gellir canfod pwy yw'r unigolyn ohoni) a hawliau'r claf mewn perthynas â datgelu gwybodaeth o'r fath.

25. Manylion unrhyw offerynnau awtomatig neu ddeallusrwydd artiffisial a ddefnyddir gan y practis a chadarnhad nad yw gwybodaeth am gleifion yn cael ei phrosesu drwy'r dulliau hyn.

26. Manylion sut i gyrchu polisi preifatrwydd y practis.

27. Enw, cyfeiriad post, cyfeiriad e-bost a rhif ffôn y Bwrdd Iechyd Lleol sy'n barti i'r contract ac y gellir cael manylion gwasanaethau deintyddol sylfaenol yn yr ardal oddi wrtho.

ATODLEN 5 Rheoliadau 31(3)(a), 31(3)(b)

FFIOEDD

Ffioedd am ddarparu gwasanaethau deintyddol

1.—(1) Yn ddarostyngedig i is-baragraff (2) a pharagraffau 2 a 3, caniateir codi ac adennill ffi am y swm y darperir ar ei gyfer yn y tabl ym mharagraff 4 mewn cysylltiad â darparu'r gwasanaethau deintyddol gorfodol perthnasol a ddisgrifir yn rheoliad 14 ac Atodlen 1.

(2) Cyfanswm y ffi y gellir ei chodi ar glaf unigol a'i hadennill ganddo mewn cysylltiad â chwrs o driniaeth neu gyrsiau o driniaeth lluosog a gyflenwir yr un pryd yw £384.

(3) Yn y paragraff hwn, ystyr "yr un pryd" yw fel rhan o gwrs o driniaeth a all gael ei gyflenwi dros nifer o apwyntiadau.

Esemptiadau

2.—(1) Yn ddarostyngedig i is-baragraff (2), ni chaniateir codi nac adennill ffi o dan baragraff 1 mewn cysylltiad â'r canlynol—

(a) darparu gwasanaethau deintyddol o dan Ddeddf 2006, ac eithrio gan gontractwr;

(b) carcharor;

(c) darparu swyddogaethau iechyd deintyddol y cyhoedd;

(d) tynnu pwythau;

(e) yn ddarostyngedig i is-baragraff (2), unrhyw berson sydd ar yr adeg y darperir y gwasanaeth—

(i) o dan 18 oed,

(ii) yn 18 oed neu drosodd ac mewn addysg lawnamser,

(iii) yn feichiog, neu

(iv) wedi cael babi o fewn y 12 mis cyn i driniaeth ddechrau.

(2) Mae'n amod o'r esemptiad o dan baragraff 2(1)(e)—

(a) bod declarasiwn ysgrifenedig yn cael ei wneud ar ffurflen a ddarperir at y diben hwnnw gan y Bwrdd Iechyd Lleol i'r perwyl bod y claf, ar y diwrnod y mae'r archwiliad yn digwydd, o fewn un o'r categorïau a bennir ym mharagraff 2(1)(e);

(b) bod rhaid i'r declarasiwn y cyfeirir ato yn is-baragraff (2) gael ei wneud gan y claf y darperir yr archwiliad ar ei gyfer, ac eithrio pan fo'r cais yn cael ei wneud gan berson arall ar ran y claf a bryd hynny rhaid i'r declarasiwn gael ei wneud yn lle hynny gan y person hwnnw;

(c) y caiff y Bwrdd Iechyd Lleol ei gwneud yn ofynnol bod tystiolaeth o hawlogaeth yn cael ei chyflenwi gan neu ar ran y claf;

(3) Yn y paragraff hwn, ystyr "tystiolaeth o hawlogaeth" yw cofnod swyddogol (er enghraifft, tystysgrif geni, cerdyn adnabod myfyriwr neu Gofnod Iechyd Plentyn Personol) sy'n cadarnhau oedran y claf neu ei statws neu'r ddau yn ôl y digwydd.

3.—(1) Yn ddarostyngedig i is-baragraff (2), ni chaniateir codi nac adennill ffi o dan baragraff 1 mewn cysylltiad ag—

(a) yr archwiliad clinigol, unrhyw adroddiad am yr archwiliad hwnnw na'r ddarpariaeth o asesiad a chyngor pan fo'r claf, ar y diwrnod y mae'r archwiliad yn cael ei gyflawni neu'r asesiad yn cael ei wneud—

(i) o dan 25 oed, neu

(ii) wedi cyrraedd 60 oed, neu

(b) yr archwiliad a'r asesiad o glaf os na ddarperir triniaeth arall ac os na chyflenwir cyfarpar deintyddol ar yr un pryd, sy'n arwain at—

(i) dyroddi presgripsiwn,

(ii) atgyweirio cyfarpar deintyddol, neu

(iii) atal gwaedu.

(2) Mae'n amod o'r esemptiad o dan baragraff 3(1)(a)—

(a) bod declarasiwn ysgrifenedig yn cael ei wneud ar ffurflen a ddarperir at y diben hwnnw gan y Bwrdd Iechyd Lleol i'r perwyl bod y claf, ar y diwrnod y mae'r archwiliad yn digwydd, o fewn un o'r categorïau a bennir ym mharagraff 3(1)(a);

(b) bod y declarasiwn y cyfeirir ato ym mharagraff (2)(a) uchod yn cael ei wneud gan y claf y darperir yr archwiliad ar ei gyfer, ac eithrio pan fo'r cais yn cael ei wneud gan berson arall ar ran y claf ac yn yr achos hwnnw rhaid i'r declarasiwn gael ei wneud yn lle hynny gan y person hwnnw;

(c) y caiff y Bwrdd Iechyd Lleol ei gwneud yn ofynnol bod tystiolaeth o hawlogaeth yn cael ei chyflenwi gan neu ar ran y claf.

(3) Yn y paragraff hwn, ystyr "tystiolaeth o hawlogaeth" yw tystysgrif geni'r claf neu ddull arall o gadarnhau oedran y claf a ragnodir gan y Bwrdd Iechyd Lleol.

Ffioedd

4. Nodir y ffioedd y caniateir eu codi a'u hadennill o dan baragraff 1 yn nhabl 1 isod—

Tabl 1

Teitl	*Ffi*	*Disgrifiad*
Apwyntiadau Mynediad Brys		
Pecyn Gofal Brys	£37.50	Dylai apwyntiadau brys gynnwys asesiad o iechyd geneuol (gan gynnwys meinweoedd meddal) ac atgyfeiriad ymlaen pan fo'n briodol. Dylent leddfu poen a/neu atal dirywiad sylweddol, gydag atgyfeiriad ymlaen os oes angen. Dylent fel arfer ddarparu datrysiad hirdymor. Pan fo'n briodol, gyda chydsyniad y claf, dylent gynnwys triniaeth ddiffiniol barhaol, gan gynnwys triniaethau adferol.
Asesiadau Cleifion Newydd		
Asesiad Claf Newydd	£24.50	Mae'n cynnwys asesiad iechyd a chlinigol cynhwysfawr (gan gynnwys meinweoedd meddal) a radiograffeg o fewn y geg. Mae gwasanaethau atal yn cynnwys cyngor am ddeiet a chyfarwyddyd hylendid geneuol (ar sail

		archwiliad clinigol), rheoli ffactorau risg gan gynnwys cyngor ar leihau ysmygu/alcohol/siwgr, gosod fflworid ar wyneb y dannedd, presgripsiwn past dannedd fflworid crynodiad uchel a selyddion rhychau (ar gyfer pydredd enamel) fel y bo'n briodol.
Pecynnau Gofal		
Pecyn Gofal Adferol Syml	£32.50	Mae'n cynnwys llenwadau, coronau dros dro, coronau Hall, ac echdynnu, hyd at gyfanswm cyfunol o 4 dant.
Pecyn Gofal Adferol Helaeth	£62	Fel y pecyn gofal adferol syml ar gyfer 5 i 8 dant. Deunydd cyfansawdd ar gyfer dannedd blaen (dant llygad i ddant llygad). Ar gyfer dannedd ôl, defnyddir deunyddiau clinigol briodol, sy'n cynnwys amalgam a deunyddiau amgen yn lle amalgam.
Pecyn Gofal Periodontol	£93.50	Asesir mynediad pan gymerir claf ymlaen ar ôl asesiad, ond rhaid i'r claf gyflawni sgôr plac o 30% o leiaf erbyn y trydydd ymweliad Addysg Iechyd Geneuol. Mae'n cynnwys sgôr plac a chyfarwyddyd hylendid geneuol wedi ei deilwra, siart pocedi chwe phwynt, dileu plac mecanyddol proffesiynol a digrammenu pocedi. Disgwylir i ddeiliaid contract ddilyn canllawiau, megis canllawiau Cymdeithas Periodontoleg Prydain ar reoli cleifion â chlefyd periodontol.
Pecyn Gofal Dannedd Gosod	£78	Nid yw'n cynnwys ffioedd labordy (sydd i'w talu'n uniongyrchol gan y claf, oni bai ei fod wedi ei esemptio rhag ffioedd GIG). Mae'n cynnwys dannedd gosod uchaf ac isaf, gan gynnwys dannedd gosod Crôm Cobalt, os oes rheswm clinigol amdanynt.
Pecyn Gofal Sefydlogi	£67.50	Ar gyfer cleifion sy'n ymgyflwyno â 7+ dant pydredig, pan fo gan o leiaf ddau o'r dannedd bydredd sy'n estyn yn agos at y bywyn neu i mewn iddo a phan fo'r claf yn awyddus i ymgysylltu. Mae'n cynnwys echdyniadau, mesurau atal DBOH, triniaethau adferol canolraddol ionomer gwydr, bywynddrychiad, gwaredu ffactorau sy'n dal plac.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Blaen	£82	Ar gyfer hyd at ddau ddant 1-3, gan gynnwys unrhyw driniaethau adferol parhaol.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Ôl	£164.50	Pecyn sianel y gwreiddyn ar gyfer dannedd ôl a gogilddannedd, ar gyfer hyd at ddau ddant. Mae'n cynnwys ail gilddannedd os yw'r dant yn strategol angenrheidiol i gynnal deintiad (e.e. cleifion heb gynhaliaeth ôl, rheswm meddygol dros ei gadw etc.). Mae'n cynnwys unrhyw orchuddio cysbau sydd ei angen, ac eithrio ffi labordy (a delir gan gleifion, oni bai eu bod yn esempt rhag ffioedd GIG).
Pecyn Gofal Coronau, Pontydd, Mewnosodiadau, Arosodiadau ac Argaenau	£126.50	Nid yw'n cynnwys triniaethau adferol dros dro. Pont â hyd at dair uned neu hyd at ddwy goron neu pan ddarperir coron a phont, byddai pont gantilifrog sengl a choron sengl yn cael eu darparu o dan un pecyn gofal. Mae'n cynnwys modelau astudio, pyst a chreiddiau etc. Nid yw'n cynnwys ffioedd labordy.

Pecyn Gofal Amrywiol	£22.50	Ar gyfer triniaeth ac ymyriadau i gleifion sy'n dod y tu allan i becyn gofal cyfredol neu'r tu allan i'r cyfnod gwarant. Mae'n cynnwys: atgyweirio/ychwanegu/ail-lein io dannedd gosod, esmwytho dannedd gosod, modelau astudio, cyfarpar codi brathiad, biopsi, atgyweirio/ailsmentio coron, pont neu argaen, tynnu pwythau, pericoronitis, llid briwiol madreddol acíwt y deintgig, materion brys orthodontig, atal gwaedlif (ar gyfer echdyniadau a wnaed y tu allan i becyn gofal), soced sych (ar gyfer echdyniadau a wnaed y tu allan i becyn gofal). Nid yw'n cynnwys unrhyw ffi labordy.
Atal		
Adalw	£22.50 yr ymweliad	Mae cleifion sy'n cael archwiliad adalw i'w rhoi ar becyn adalw yn unol â chanllawiau NICE. Mae'n ofynnol datgan ar y ffurflen FP17 pa ysbaid adalw y mae'r claf arni ar hyn o bryd. Rhaid cynnal proses fonitro glinigol gadarn i gadarnhau bod y claf ar y pecyn adalw priodol ar sail asesiad risg.

Atgyfeirio

5.—(1) Dim ond un ffi y caniateir ei chodi a'i hadennill gan y claf am y cwrs o driniaeth neu'r cwrs o driniaeth frys o dan baragraff 1 pan fo'r claf wedi dechrau cwrs o driniaeth o dan becyn gofal neu gwrs o driniaeth frys gydag un contractwr ond ei fod yn cael ei atgyfeirio at—

(a) contractwr amgen ar gyfer rhan o'r cwrs o driniaeth o dan y pecyn gofal neu gwrs o driniaeth frys, neu

(b) ysbyty neu ddarparwr gwasanaeth arall o dan Ran 1 o Ddeddf 2006 ar gyfer cyflenwi cyfarpar deintyddol fel rhan o'r cwrs o driniaeth.

(2) Dim ond y contractwr gwreiddiol a gaiff godi ac adennill y ffi pan fo paragraff (1) yn gymwys.

Codi ac adennill ffioedd

6.—(1) Pan ganiateir codi ac adennill ffi o dan yr Atodlen hon, rhaid i'r contractwr, pan fydd yn trefnu cwrs o driniaeth—

(a) rhoi gwybod i'r claf ei bod yn ofynnol iddo dalu ffi,

(b) rhoi gwybod i'r claf pa un neu ragor o'r ffioedd a nodir yn y tabl ym mharagraff 4 sy'n gymwys ar yr adeg honno a darparu amcangyfrif o gyfanswm y ffi, ac

(c) rhoi gwybod i'r claf fod y ffi wedi ei chapio yn unol â pharagraff 1(2) o'r Atodlen hon a rhoi gwybod iddo am lefel y ffi wedi ei chapio.

(2) Pan gwblheir yr apwyntiad neu'r cwrs o driniaeth, yn ôl y digwydd, caiff contractwr godi'r ffi briodol ar y claf a'i hadennill ganddo (oni bai ei bod eisoes wedi ei thalu).

(3) Pan fydd ffi sy'n daladwy o dan yr Atodlen hon yn dod i'w law, rhaid i'r contractwr ddarparu derbynneb—

(a) ar ffurflen bapur a ddarperir at y diben hwnnw gan y Bwrdd Iechyd Lleol perthnasol, neu

(b) ar ffurflen electronig sy'n nodi'r person a ddarparodd y gwasanaeth, enw'r contractwr, y gwasanaethau a ddarparwyd, a swm y ffi a dalwyd a'r dyddiad y'i talwyd.

Ad-dalu ffioedd

7.—(1) Mae'r paragraff hwn yn gymwys i unrhyw berson—

(a) sy'n talu unrhyw ffi o dan baragraff 1, a

(b) a fyddai, oni bai am fethiant i gydymffurfio â pharagraff 2(2) neu 3(2), wedi bod yn esempt rhag y ffi o dan baragraff 1.

(2) Yn ddarostyngedig i baragraff (3), mae gan unrhyw berson y mae'r paragraff hwn yn gymwys iddo hawlogaeth i gael ad-daliad o ffi o'r fath.

(3) Mae'n amod o'r hawlogaeth i ad-daliad o dan y rheoliad hwn fod y person yn cyflwyno hawliad i'r Bwrdd Iechyd Lleol ar gyfer yr ad-daliad—

(a) o fewn—

(i) 3 mis ar ôl talu'r ffi, neu

(ii) unrhyw gyfnod y mae Gweinidogion Cymru yn barnu ei bod yn briodol ym mhob amgylchiad ei ganiatáu, a

(b) mewn ffordd a ragnodir gan Weinidogion Cymru at y diben hwnnw, ac

(c) wedi ei ategu gan unrhyw dystiolaeth na chafodd ei darparu'n flaenorol.

(4) Yn ddarostyngedig i baragraff (5), pan na fo'r person am y tro yn gallu gweithredu, caiff person arall gyflwyno hawliad ar ran y person hwnnw.

(5) Rhaid i'r Bwrdd Iechyd Lleol anfon yr hawliad ymlaen at Weinidogion Cymru o fewn 14 o ddiwrnodau clir a chaiff Gweinidogion Cymru wrthod derbyn hawliad a wneir gan berson ar ran person arall pan fônt o'r farn—

(a) bod y person y gwneir hawliad ar ei ran yn gallu gweithredu, neu

(b) nad yw'r person sy'n gwneud yr hawliad yn berson addas i weithredu ar ran y person arall hwnnw.

(6) Os yw Gweinidogion Cymru, ar ôl ystyried hawliad o dan is-baragraff (3), wedi eu bodloni bod gan y person hawlogaeth i ad-daliad o dan y paragraff hwn, rhaid i Weinidogion Cymru ddarparu bod ad-daliad yn cael ei wneud i'r person hwnnw mewn ffordd sy'n ymddangos yn briodol yn yr amgylchiadau.

Rhoi cyfrif am ffioedd mewn perthynas â thaliadau

8. Pan fo contractwr wedi darparu gwasanaethau deintyddol y mae ffi yn daladwy amdanynt o dan yr Atodlen hon, rhaid lleihau'r taliad a fyddai fel arall yn daladwy gan y Bwrdd Iechyd Lleol i'r contractwr hwnnw yn unol â swm y ffi honno, ni waeth a yw'r contractwr wedi adennill y ffi honno ai peidio.

Casglu canolog a phrosesau electronig

9.—(1) Pan fo Gweinidogion Cymru yn rhoi cyfarwyddydau o dan adran 60 o Ddeddf 2006 yn ei gwneud yn ofynnol casglu taliadau'n ganolog, rhaid i'r Bwrdd Iechyd Lleol sicrhau bod y contract yn ei gwneud yn ofynnol i daliadau gael eu casglu yn unol â'r cyfarwyddydau hynny.

(2) Caiff Gweinidogion Cymru bennu gofynion ar gyfer—

(a) cyflwyno gwybodaeth am ffioedd ac esemptiadau i Fyrddau Iechyd Lleol yn electronig;

(b) cydnabod atebolrwydd yn electronig gan gleifion;

(c) dyroddi derbynebau'n electronig.

(3) Pan fo prosesau electronig wedi eu pennu o dan baragraff (2), rhaid iddynt fodloni unrhyw ofyniad cyfatebol yn y Rheoliadau hyn ar gyfer prosesau ysgrifenedig neu ddogfennaeth ysgrifenedig.

(4) Mae cyfarwyddydau a manylebau o dan y paragraff hwn yn delerau yn y contract.

ATODLEN 6

Rheoliad 43

DIWYGIADAU

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Ffioedd Deintyddol) (Cymru) 2006

1.—(1) Mae Rheoliadau (Ffioedd) 2006 wedi eu diwygio fel a ganlyn.

(2) Yn rheoliad 2 (dehongli), yn y diffiniad o "relevant primary dental services", ar ôl y gair "contract" mewnosoder "(except a contract under the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026)".

(3) Yn rheoliad 3(2)(e)(ii) (ffioedd am ddarparu gwasanaethau deintyddol) hepgorer " or".

(4) Yn rheoliad 3(2)(f), yn lle "supplied." rhodder "supplied, or".

(5) Yn rheoliad 3(2) ar ôl is-baragraff (f) mewnosoder—

> "(g) the provision of dental services under a general dental services contract under the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026."

Rheoliadau'r Gwasanaeth Iechyd Gwladol (Cytundebau Gwasanaethau Deintyddol Personol) (Cymru) 2006

2.—(1) Mae Rheoliadau (GDP) 2006 wedi eu diwygio fel a ganlyn.

(2) Yn rheoliad 2 (dehongli)—

(a) yn y mannau priodol mewnosoder—

> ""the 2006 Act" means the National Health Service (Wales) Act 2006(**41**);";
>
> ""the 2026 GDS Contracts and Patient Charges Regulations" means the National Health Service (General Dental Services Contracts and Charges) (Wales) Regulations 2026;";
>
> ""the 2026 Regulations" means the National Health Service (Performers Lists) (Wales) Regulations 2026;";
>
> ""care package" means a defined bundle of the dental services set out in Part 1 of Schedule 2 which are provided to a patient as a course of treatment based on assessed clinical need and risk;";
>
> ""new patient assessment" means an assessment carried out in accordance with paragraph 10 of part 2 of Schedule 1 of the 2026 GDS Contracts and Patient Charges Regulations;";
>
> ""urgent care" means treatment to provide relief from pain and/or to prevent significant deterioration of a particular dental problem, with the aim to provide, where possible, a long-term solution.",

(**41**) 2006 p. 42.

(b) yn y diffiniad o “advanced mandatory services” yn lle “GDS Contracts Regulations” rhodder “2026 GDS Contracts and Charges Regulations”,

(c) yn y diffiniad o “agreement”, ar ôl “Act” mewnosoder “or section 64 of the 2006 Act;”,

(d) yn y diffiniad o “course of treatment” ar ôl y gair “patient” yn yr ail le y mae’n ymddangos mewnosoder “as part of a care package or otherwise”,

(e) yn y diffiniad o “mandatory services” yn lle “GDS Contracts Regulations” rhodder “2026 GDS Contracts and Charges Regulations”,

(f) yn y diffiniad o “NHS Charge” ar ôl “NHS Charges Regulations” mewnosoder “ or the 2026 GDS Contracts and Charges Regulations”,

(g) yn y diffiniad o “primary care list”, ar ddiwedd is-baragraff (f) hepgorer “ or”,

(h) ar ddiwedd is-baragraff (g) mewnosoder “ or”, ac

(i) ar ôl is-baragraff (g) mewnosoder—

“(h) a list made and kept pursuant to the National Health Service (Performers Lists) (Wales) Regulations 2026;”.

(3) Yn rheoliad 4(3)(c)(ii), ar ôl “of the Act” mewnosoder “or within the meaning of regulation 16(3) of the 2026 Regulations”.

(4) Yn lle rheoliad 13, gan gynnwys y pennawd, rhodder—

“Mandatory and advanced mandatory services

13.—(1) Where an agreement includes the provision of mandatory or advanced mandatory services, the agreement must specify the number of appointments or care packages, as the case may be, to be provided by the contractor—

(a) where the agreement begins on 1 April, in each financial year or, by virtue of the duration of the agreement, part financial year; or

(b) where the agreement begins on a date other than 1 April, in the remainder of the financial year in which the agreement begins, and in each financial year thereafter.

(2) An agreement must contain terms which have the effect that payment for provision of mandatory or advanced mandatory services must be in accordance with any directions issued by the Welsh Ministers under section 66(4) of the 2006 Act (regulations about section 64 arrangements) and Part 1 of Schedule 2.”.

(5) Yn rheoliad 15—

(a) yn y pennawd yn lle “**units of dental activity**” rhodder “**mandatory or advanced mandatory services,**”,

(b) yn is-baragraff (2)(a) yn lle “units of dental activity” rhodder “appointments or care packages, as the case may be”,

(c) yn is-baragraff (2)(b)(i) yn lle “units of dental activity” rhodder “appointments or care packages, as the case may be”, a

(d) yn is-baragraff (2)(b)(ii) yn lle “units” rhodder “appointments, care packages or units”.

(6) Yn rheoliad 17—

(a) yn is-baragraff (1)(a) yn lle “the Assembly under section 28E(3A) of the Act (personal medical or dental services: regulations)” rhodder “the Welsh Ministers under section 66(4) of the 2006 Act (regulations about section 64 arrangements)”,

(b) yn is-baragraff (1)(b) yn lle "the Assembly under section 16BB(4) (Local Health Board's functions)[2] or 28E(3A) of the Act" rhodder "the Welsh Ministers under section 12 (functions of Local Health Boards) or 66(4) of the 2006 Act",

(c) yn is-baragraff (2)(c) yn lle "the Assembly under section 28E(3A)" rhodder "the Welsh Ministers under section 66(4) of the 2006 Act", a

(d) yn is-baragraff (3) yn lle "16BB(4) or 28E(3A) of the Act" rhodder "12 or 66(4) of the 2006 Act".

(7) Yn rheoliad 18—

(a) yn is-baragraff (2)(a) ar ôl "NHS Charges Regulations" mewnosoder "or the 2026 GDS Contracts and Patient Charges Regulations",

(b) yn is-baragraff (3)(a) ar ôl "NHS Charges Regulations" mewnosoder "or the 2026 GDS Contracts and Patient Charges Regulations", ac

(c) yn is-baragraff (3)(b) ar ôl "NHS Charges Regulations" mewnosoder "or the 2026 GDS Contracts and Patient Charges Regulations".

(8) Yn rheoliad 21—

(a) yn is-baragraff (2)(c) yn lle "section 28M of the Act (persons eligible to enter into GDS contracts)[1] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations" rhodder "section 59 of the 2006 Act (persons eligible to enter into GDS contracts) and regulations 4 and 5 (where applicable) of the 2026 GDS Contracts and Patient Charges Regulations",

(b) yn is-baragraff (5) yn lle "section 28M of the Act and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations" rhodder "section 59 of the 2006 Act and regulations 4 and 5 (where applicable) of the 2026 GDS Contracts and Patient Charges Regulations",

(c) yn is-baragraff (6) yn lle "the Act and the GDS Contracts Regulations" rhodder "the 2006 Act and the 2026 GDS Contracts and Patient Charges Regulations",

(d) yn is-baragraff (6)(b) ar ôl "same" mewnosoder "mandatory",

(e) yn is-baragraff (6)(c) hepgorer "or orthodontic courses of treatment",

(f) yn is-baragraff (6)(c)(ii) hepgorer "or orthodontic courses of treatment",

(g) yn is-baragraff (6)(d)(i)—

(i) yn lle "units of dental activity or units of orthodontic activity" rhodder "appointments or care packages", a

(ii) hepgorer "or 14",

(h) hepgorer is-baragraff (6)(e),

(i) yn is-baragraff (6)(f) hepgorer "or orthodontic course of treatment" yn y ddau le y mae'n ymddangos,

(j) yn is-baragraff (6)(g) yn lle "GDS Contracts Regulations" rhodder "2026 GDS Contracts and Patient Charges Regulations",

(k) yn is-baragraff (8) yn lle "section 28M of the Act or regulation 4 of the GDS Contracts Regulations" rhodder "section 59 of the 2006 Act or regulation 4 of the 2026 GDS Contracts and Patient Charges Regulations",

(l) yn is-baragraff (9) yn lle "Assembly in accordance with regulation 8(3) and (4) of the GDS Contracts Regulations (pre-contract disputes)" rhodder "Welsh Ministers in accordance with regulation 8(3) and (4) of the 2026 GDS Contracts and Patient Charges Regulations (pre-contract disputes)", ac

(m) yn is-baragraff (10) yn lle “Assembly” rhodder “Welsh Ministers”.

(9) Mae Atodlen 2 wedi ei diwygio fel a ganlyn—

(a) yn y pennawd, yn lle “UNITS OF DENTAL ACTIVITY” rhodder “MANDATORY SERVICES, ADVANCED MANDATORY SERVICES”,

(b) yn lle’r cyfan o Ran 1 rhodder—

“PART 1

MANDATORY SERVICES AND ADVANCED MANDATORY SERVICES

Where the contractor provides mandatory services or advanced mandatory services as part of the agreement, the appointment or care package must be of a type listed in and in accordance with the relevant description set out in Table A below—

Table A

Title	Description
Urgent Access Appointments	
Urgent Care Package	Urgent appointments should include an oral health assessment (including soft tissue) and onward referral where appropriate. Should provide relief from pain and/or prevent significant deterioration, with onward referral if required. Should normally provide a long-term solution. Where appropriate, with patient’s consent, should consist of permanent definitive treatment, including restorations
New Patient Assessments	
New Patient Assessment	Includes global health and clinical assessment (including soft tissue) and intraoral radiography. Prevention includes diet advice and oral hygiene instruction (based on clinical exam), risk factor management including smoking/alcohol/sugar reduction advice, topical fluoride application, high concentration fluoride toothpaste prescription and fissure sealants (for enamel caries) as appropriate
Care Packages	
Simple Restorative Care Package	Includes fillings, temporary crowns, Hall crowns and extractions up to a total of 4 teeth
Extensive Restorative Package	As per simple restorative package for 5 to 8 teeth. Composite material for anterior teeth (canine to canine). Posterior teeth to use clinically appropriate materials, which includes both amalgam and amalgam alternatives
Periodontal Care Package	Entry assessed on engagement from assessment, but patient must achieve minimum of 30% plaque score by 3rd OHE visit. Includes plaque score and tailored OHI, 6ppc, professional mechanical plaque removal and pocket debridement. Contract holders expected to follow guidance such as the Society of British Periodontology guidance on managing patients with periodontal disease

Denture Care Package	Excludes laboratory fees (paid directly by the patient, unless exempt from NHS charges). Includes upper and lower dentures, including cobalt chrome dentures if clinically indicated
Stabilisation Care Package	For patients who present with 7+ carious teeth, where at least two of the teeth have caries extending to close proximity or into the pulp and the patient is keen to engage. Includes extractions, DBOH prevention, glass ionomer intermediate restorations, pulp extirpation, removal of plaque retentive factors
Anterior Root Canal Package	For up to two teeth 1-3, includes any permanent restorations
Posterior Root Canal Package	Posterior and pre-molar root canal package, for up to two teeth. Includes second molars if the tooth is strategically necessary to maintain dentition (e.g. patients who have a lack of posterior support, a medical reason to retain etc.). Includes any cuspal coverage needed, excluding laboratory fee (paid by patients, unless exempt from NHS charges)
Crown Bridge, Inlay, Onlay and Veneer Care Package	Excludes temporary restorations. Up to a three unit bridge or up to two crowns or where a crown and bridge are both provided a single cantilever bridge and single crown would be provided under a single care package. Includes study models, posts and cores etc. Excludes laboratory charges.
Miscellaneous Care Package	For treatment and interventions for patients that fall outside a current care package or outside the guarantee period. Includes: denture repair/addition/reline, denture ease, study models, bite raising appliance, biopsy, repair/recement of a crown, bridge or veneer, removal of sutures, pericoronitis, ANUG, orthodontic urgent issues, arrest of haemorrhage (for extractions carried outside of a care package), dry socket (for extractions carried outside of a care package). Excludes any laboratory charge
Prevention	
Recall	Patients having a recall examination must be put on a recall package aligned to NICE guidance. Requirement to declare on the FP17 which recall interval the patient is currently on. A robust clinical monitoring process must take place to confirm that the patient is on the appropriate risk assessed recall package".

WELSH STATUTORY INSTRUMENTS

2026 No. 37

NATIONAL HEALTH SERVICE, WALES

The National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations set out, for Wales, the framework for general dental services contracts under section 57 of the National Health Service Act 2006 ("the Act").

Part 2 of the Regulations prescribes the conditions which, in accordance with section 59 of the Act, must be met by a contractor before the Local Health Board may enter into a general dental services contract with it.

Part 3 of the Regulations prescribes the procedure for pre-contract dispute resolution, in accordance with section 62(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 62(3) of the Act, by which the contractor may obtain health service body status.

Part 5 of (and Schedules 1 to 5 to) the Regulations prescribe the terms which, in accordance with sections 61 and 62 of the Act, must be included in a general dental services contract (in addition to those contained in the Act). It includes, in regulation 14, a description of the services which must be provided to patients under general dental services contracts pursuant to section 58 of the Act.

The prescribed terms include terms relating to—

(a) the parties and duration of the contract (regulations 10 and 13);

(b) the mandatory services to be provided (regulation 14) and the standard proportions of those services (regulation 17);

(c) delivery reports (regulations 20 and 24);

(d) finance (regulation 30);

(e) payment, charges and financial interests (regulation 31);

(f) arrangements on termination (regulation 32);

(g) other contractual terms as specified in Schedule 3, including patient records, the provision of information and rights of entry, concerns, dispute resolution, and procedures for variation and termination of contracts.

Part 6 of the Regulations makes transitional provisions. An existing contract has effect on and after 1 April 2026 as if it were a contract entered into under these Regulations.

Regulation 31 and Schedule 5 sets out the way patient charges are to be collected and calculated as well as providing for exemptions in certain circumstances.

The Regulations also make amendments to the National Health Service (Dental Charges) (Wales) Regulations 2006 in order to change the way patient charges are calculated.

These Regulations also make amendments to the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006 in order to align the way mandatory services and patient charges are provided for in those Regulations.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a regulatory impact assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained by contacting the Health and Social Services Group, Welsh Government, Cathays Park, Cardiff CF10 3NQ.

WELSH STATUTORY INSTRUMENTS

2026 No. 37

NATIONAL HEALTH SERVICE, WALES

The National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026

Made *9 February 2026*

Coming into force in accordance with regulation 1(2)

CONTENTS

The Welsh Ministers make these Regulations in exercise of the powers conferred by sections 2, 56(5) and (6), 57, 58, 59, 60(2), 61, 62, 63(1), 66(1) and (4), 125(1), 126(5) and 203(9) and (10) of the National Health Service (Wales) Act 2006(**1**).

(**1**) 2006 c. 42.

PART 1
GENERAL

Title, coming into force and application

1.—(1) The title of these Regulations is the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026.

(2) These Regulations come into force on 11 March 2026, except for regulations 42 and 43 which come into force on the 1 April 2026.

(3) These Regulations apply in relation to Wales.

Interpretation

2.—(1) In these Regulations—

"the 1984 Act" ("*Deddf 1984*") means the Dentists Act 1984(**2**);

"the 1986 Act" ("*Deddf 1986*") means the Insolvency Act 1986(**3**);

"the 1989 Act" ("*Deddf 1989*") means the Children Act 1989(**4**);

"the 2006 Act" ("*Deddf 2006*") means the National Health Service (Wales) Act 2006;

"the 2005 Order" ("*Gorchymyn 2005*") means the Dentists Act 1984 (Amendment) Order 2005(**5**);

"the 2006 Regulations" ("*Rheoliadau 2006*") means the National Health Service (General Dental Services Contracts) (Wales) Regulations 2006(**6**);

"the 2006 (Charges) Regulations" ("*Rheoliadau (Ffioedd) 2006*") means the National Health Service (Dental Charges) (Wales) Regulations 2006(**7**);

"the 2006 (PDS) Regulations" ("*Rheoliadau (GDP) 2006*") means the National Health Service (Personal Dental Services Agreements) (Wales) Regulations 2006(**8**);

"the 2011 Regulations" ("*Rheoliadau 2011*") means the National Health Service (Concerns, Complaints and Redress Arrangements) (Wales) Regulations 2011(**9**);

"accessibility-enhanced dental services" ("*gwasanaethau deintyddol estynedig o ran hygyrchedd*") means services which are designed to accommodate diverse physical and sensory needs, for example bariatric provision due to physical or mobility needs or quiet drills or laser drills;

"ACORN" ("*ACORN*") means the Assessment of Clinical Oral Risks and Needs toolkit as defined by the Welsh Ministers and published by Public Health Wales(**10**);

"active patient" ("*claf gweithredol*") means a patient who has received a course of treatment from the contractor in the previous 36 months and that course of treatment

(**2**) 1984 c. 24.
(**3**) 1986 c. 45.
(**4**) 1989 c. 41.
(**5**) S.I. 2005/2011.
(**6**) S.I. 2006/490 (W. 59).
(**7**) S.I. 2006/491 (W. 60).
(**8**) S.I. 2006/489 (W. 58).
(**9**) S.I. 2011/704 (W. 108).
(**10**) https://primarycareone.nhs.wales/topics/primary-dental-care1/dental-reform-programme-for-wales/resources-for-clinical-teams/

was either banded under the 2006 (Charges) Regulations or a care package or a new patient assessment;

"adjudicator" ("*dyfarnwr*") means the Welsh Ministers or a person or persons appointed by the Welsh Ministers under section 7(8) of the 2006 Act (NHS contracts) or paragraph 54(4) of Schedule 3 (NHS dispute resolution procedure) to these Regulations;

"advanced mandatory services" ("*gwasanaethau gorfodol uwch*") means any primary dental service that would fall within the services described in regulation 14 (mandatory services), but by virtue of the high level of facilities, experience or expertise required in respect of a particular patient, the service is provided as a referral service;

"annual contract value" ("*gwerth blynyddol y contract*") means the total annual value in pounds sterling agreed between the Local Health Board and the contractor for the provision of mandatory services under the contract, calculated in accordance with directions made by the Welsh Ministers under section 60 of the 2006 Act, as may be varied from time to time in accordance with the terms of the contract;

"annual delivery report" ("*adroddiad cyflenwi blynyddol*") means a report provided by a Local Health Board to a contractor within 20 clear days of the end of the contract year, setting out the percentage of mandatory services delivered by the contractor in each category during that contract year, and where delivery falls below 95% or exceeds 100%, setting out the financial consequences including any financial adjustment or recovery to be applied, or any additional remuneration due to the contractor;

"bridge" ("*pont*") means a fixed or removable bridge which takes the place of any teeth;

"care package" ("*pecyn gofal*") means a defined bundle of the dental services set out in Schedule 2 which are provided to a patient as a course of treatment based on an assessment of risk and clinical need;

"charity trustee" ("*ymddiriedolwr elusen*") means one of the persons having the general control and management of the administration of a charity;

"child" ("*plentyn*") means a person who has not attained the age of 18 years;

"clinical examination" ("*archwiliad clinigol*") means an appointment that consists of the examination of a patient's oral health where no treatment is also provided at that appointment;

"clinical services" ("*gwasanaethau clinigol*") means services involving a direct clinical examination, a clinical assessment, a clinical diagnosis, clinical treatment, or care of patients which are provided under the contract by dental practitioners, dental care professionals, or other healthcare professionals;

"complete" ("*cwblhau*") in relation to a course of treatment and care package, means—

(a) where no treatment plan has to be provided in respect of a course of treatment pursuant to paragraph 7 of Schedule 3 (treatment plans), all the treatment recommended to, and agreed with, the patient by the contractor at the initial examination and assessment of that patient has been provided to the patient, or

(b) where a treatment plan has to be provided to the patient pursuant to paragraph 7 of Schedule 3, all the treatment specified in that plan by the contractor (or that plan as revised in accordance with paragraph 7(3) of that Schedule) has been provided to the patient;

"company secretary" ("*ysgrifennydd cwmni*") means the officer of a company who is appointed in accordance with the requirements of the Companies Act 2006, and includes any person authorised by the company to discharge the statutory, administrative or compliance functions ordinarily exercisable by a company secretary, whether alone or jointly with any other person;

"concern" ("*pryder*") means any complaint or notification of an incident concerning patient safety but does not include a claim for compensation;

"contract" ("*contract*") means, except where the context otherwise requires, a general dental services contract under section 57 of the 2006 Act (general dental services contracts: introductory);

"contractor" ("*contractwr*") means any person entering or who has entered into a contract with the Local Health Board;

"course of treatment" ("*cwrs o driniaeth*") means—

(a) an initial examination of a patient, an assessment of their oral health, and the planning of any treatment to be provided to that patient as a result of that initial examination and assessment as part of a care package and as set out in a treatment plan under paragraph 7 of Schedule 3, and

(b) the provision of any planned treatment under a care package or packages (including any treatment planned at a time other than the time of the initial examination) to that patient;

"de-listing" ("*dadrestru*") means a patient who ceases to be an active patient because they have not attended a practice where they are an active patient for a period in excess of 36 months or have been removed from that practice's list of active patients as a result of the application of paragraph 15 of Schedule 1 or paragraphs 4 and 5 of Schedule 3;

"de-listing process" ("*proses ddadrestru*") means the process whereby a patient must be de-listed, and the practice must—

(a) notify the patient in writing of the intention to remove them from their list of active patients, including the reasons, and

(b) provide the patient with an opportunity to respond and make representations within 14 clear calendar days;

"definitive treatment" ("*triniaeth ddiffiniol*") means treatment which is intended to provide a long-term or permanent solution to a dental issue, rather than a temporary fix put in place until a long-term or permanent solution can be provided;

"Dental Access Portal" ("*Porth Mynediad Deintyddol*") means the online dental appointment allocation system administered by Digital Health and Care Wales;

"dental appliance" ("*cyfarpar deintyddol*") means a denture or bridge and for the purposes of this definition, a denture includes an obturator;

"dental care professional" ("*proffesiynolyn gofal deintyddol*") means a person whose name is included in the dentists register established in accordance with section 14 the 1984 Act or a person qualified to practise certain aspects of dental care,

registered with the General Dental Council under one of the recognised professional titles;

"dental corporation" ("*corfforaeth ddeintyddol*") means a body corporate carrying on the business of dentistry in accordance with the 1984 Act;

"dental hygienists" ("*hylenyddion deintyddol*") means registered dental professionals whose primary role is to provide preventive oral care, delivered directly or under supervision from a dentist;

"dental nurse" ("nyrs ddeintyddol") means a registered dental professional who provides clinical and related support to dentists, dental care professionals and patients as recognised by the General Dental Council;

"dental nurses with extended duties in oral health education" ("*nyrsys deintyddol â dyletswyddau estynedig mewn addysg iechyd geneuol*") means dental nurses registered with the General Dental Council who, in addition to their core supportive functions, have undertaken approved training enabling them to deliver oral health education, preventive oral health advice, and other extended duties;

"dental performers list" ("*rhestr cyflawnwyr deintyddol*") means the list prepared by a Local Health Board in accordance with regulations made under section 63 of the 2006 Act (persons performing primary dental services);

"dental practitioner" ("*ymarferydd deintyddol*") means a person who is registered in the dentists register;

"dental public health functions" ("*swyddogaethau iechyd deintyddol y cyhoedd*") means functions provided by the contractor by virtue of section 67(3)(c) of the 2006 Act;

"dental therapists" ("*therapyddion deintyddol*") means registered dental professionals competent to carry out specified items of dental treatment directly or under the supervision of a dentist;

"dentist" ("*deintydd*") means a registered dental professional as recognised by the General Dental Council;

"dentists register" ("*cofrestr deintyddion*") means the register referred to in section 14(1) of the 1984 Act(**11**);

"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(**12**);

"direction pending an investigation" ("*cyfarwyddyd wrth aros am ymchwiliad*") means a direction issued by a regulator which imposes requirements, restrictions or conditions on a person's registration, scope of practice, or functions for the purpose of protecting the public, the public interest, or the interests of that person, for the period during which an investigation into that person is being carried out;

"director" ("*cyfarwyddwr*") means—

(a) a director of a body corporate, or

(**11**) 1984 c. 24. Section 14(1) was substituted by S.I. 2005/2011, articles 2(1) and 6, and amended by S.I. 2007/3101, regulations 109 and 111, and by S.I. 2019/593, regulation 4(1) and paragraphs 2 and 4(a) and (c) of Schedule 3.
(**12**) S.I. 2020/1451 (W. 313).

(b) a member of the body of persons controlling a body corporate (whether or not a limited liability partnership);

"director of a body corporate" ("*cyfarwyddwr corff corfforedig*") includes a member of the body of persons controlling a body corporate (whether or not a limited liability partnership);

"domiciliary services" ("*gwasanaethau cartref*") means a course of treatment, or part of a course of treatment, provided at a place other than—

(a) the practice premises of any provider of primary dental services,

(b) a mobile surgery of any provider of primary dental services, or

(c) a prison;

"exempt person" ("*person esempt*") has the same meaning as section 126 of the 2006 Act;

"family member" ("*aelod o deulu*") means—

(a) a spouse,

(b) a civil partner,

(c) a person whose relationship with the registered patient has the characteristics of the relationship between spouses or civil partners,

(d) a parent or step-parent,

(e) a son,

(f) a daughter,

(g) a child of whom the person is—

(i) the guardian,

(ii) the carer duly authorised by the local authority to whose care the child has been committed under the 1989 Act, or

(h) a grandparent;

"financial recovery" ("*adenilliad ariannol*") means the recovery by a Local Health Board of amounts already paid to a contractor for mandatory services which the contractor has failed to deliver, being recovery of up to 100% of the value of underperformance where delivery falls below 95%;

"guarantee period" ("*cyfnod gwarant*") means—

(a) in relation to a standard care package, 24 months beginning with the date the restoration or treatment was provided, or

(b) in relation to an urgent care package delivered at an urgent care appointment, 12 months beginning with the date the restoration or treatment was provided;

"health service body" ("*corff gwasanaeth iechyd*") means—

(a) a Local Health Board, an NHS trust or a Special Health Authority established under the National Health Service (Wales) Act 2006, and

(b) any equivalent body exercising functions corresponding to those of a Local Health Board, NHS trust or Special Health Authority and in particular includes bodies known at the relevant time as—

(i) a Strategic Health Authority,

(ii) a Primary Care Trust,

(iii) a Clinical Commissioning Group, or

(iv) an Integrated Care System,

or any body succeeding or replacing those bodies which performs substantially equivalent functions;

"initial examination and assessment" ("*archwiliad ac asesiad cychwynnol*") means an examination and assessment of a patient that includes—

(a) a clinical examination comprising completion of an ACORN assessment, a review of the patient's medical, dental, lifestyle and accessibility needs, a clinical oral examination including periodontal assessment, caries detection, soft tissue examination, and inspection of teeth and existing restorations, radiographic examination where clinically indicated, and occlusion and TMJ examination where clinically indicated, and

(b) an assessment comprising risk allocation (low, moderate or high), provision of tailored preventative advice and oral health promotion, formulation of a personalised care package or combination of care packages where treatment is necessary, and comprehensive clinical records and outcome measures;

"interim delivery report" ("*adroddiad cyflenwi interim*") means a report provided by a Local Health Board to a contractor by the end of the seventh month of the contract year, setting out the percentage of mandatory services delivered by the contractor in each category as at the end of the sixth month of the contract year, and where delivery in any category falls below 40%, identifying the shortfall and any proposed mid-year financial adjustment;

"interim suspension order" ("*gorchymyn atal dros dro interim*") means a measure which temporarily removes a registered person from the register pending the completion of an investigation and any subsequent disciplinary hearing;

"level 1 procedure" ("*gweithdrefn lefel 1*") means treatment categorised as level 1 in accordance with NHS England's Commissioning Guide for Oral Surgery(**13**) or an equivalent document adopted by Welsh Local Health Boards;

"licensing body" ("*corff trwyddedu*") means any body that licenses or regulates the health care professions;

"listed" ("*rhestredig*") means such drugs, medicines or dental appliances as are included in a list for the time being approved by Welsh Ministers for the purposes of section 80 of the 2006 Act(**14**) (arrangements for pharmaceutical services);

"Local Health Board" ("*Bwrdd Iechyd Lleol*") means, a Local Health Board established under section 11 of the 2006 Act, which is a party, or a prospective party, to the contract;

"mandatory services" ("*gwasanaethau gorfodol*") means the services listed in regulation 14 and described in Schedule 1;

"medical performers list" ("*rhestr cyflawnwyr meddygol*") means a list of medical performers prepared by a Local Health Board in accordance with regulations made under section 49 of the 2006 Act (persons performing primary medical services);

(**13**) NHS England. (2015). Guide for Commissioning Oral Surgery and Oral Medicine. https://www.england.nhs.uk /commissioning/wp-content/uploads/sites/12/2015/09/guid-comms-oral.pdf.

(**14**) Section 80(4)(a) was substituted by the Children and Social Work Act 2017 (c. 16) ("the 2017 Act") Schedule 5(2) paragraph 47(k) and section 4A was substituted by Schedule 5(1) paragraph 31 of the 2017 Act.

"mobile surgery" ("*deintyddfa symudol*") except where expressly provided otherwise in these Regulations, means any vehicle in which services under the contract are to be provided;

"national disqualification" ("*anghymhwysiad cenedlaethol*") means—

(a) a decision made by the First-tier Tribunal under section 159 of the National Health Service Act 2006(**15**),

(b) a decision under provisions in force in Scotland or Northern Ireland corresponding to section 159 of the National Health Service Act 2006, or

(c) a decision under regulations made pursuant to section 63 of the 2006 Act (persons performing primary dental services);

"national priorities" ("*blaenoriaethau cenedlaethol*") means services provided in accordance with the National Priorities Scheme set out in Part 5 of Schedule 1 and directed by the Welsh Ministers under section 60(3)(b)(i) of the 2006 Act;

"new patient assessment" ("*asesiad claf newydd*") means an assessment carried out in accordance with paragraph 10 of Part 2 of Schedule 1;

"NHS Charge" ("*Ffi GIG"*) means a charge made to the patient for provision of services pursuant to the 2006 (Charges) Regulations or these Regulations;

"NHS contract" ("*contract GIG*") has the same meaning as in section 7 of the 2006 Act;

"NHS dispute resolution procedure" ("*gweithdrefn datrys anghydfodau'r GIG*") means the procedure for disputes specified in paragraph 54 of Schedule 3;

"other healthcare professionals" ("*proffesiynolion gofal iechyd eraill*") means registered healthcare professionals (other than dental practitioners or dental care professionals) who may be involved in providing or supporting services under the contract;

"other relevant service provider" ("*darparwr gwasanaeth perthnasol arall*") means a provider of primary dental services under Part 1 of the 2006 Act (other than another contractor or a hospital) to whom a patient might be referred for the provision of advanced mandatory services, domiciliary services or sedation services;

"parent" ("*rhiant*"), in relation to any child, means a parent or other person who has parental responsibility for that child;

"parental responsibility" ("*cyfrifoldeb rhiant*") has the same meaning as in sections 2 and 3 of the 1989 Act;

"patient" ("*claf*") means a person to whom the contractor is providing services under the contract;

"patient record" ("*cofnod claf*") means a record (whether in paper or electronic form) maintained by the contractor for the purpose of recording treatment provided to a patient;

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

(**15**) Section 159 words substituted by the Transfer of Tribunal Functions Order 2010 (S.I. 2010/22), Schedule 2, paragraph 119(a) and (b) and the Health and Social Care Act 2012 (c. 7), section 208(4)(b) and Schedule 4(7) paragraph 85(6)(a) and (b); and section 1(a)(b) repealed by the Health and Social Care Act 2012 (c. 7), Part 6, section 208(4)(a).

"Practice Committee" ("*Pwyllgor Practis*") means any of the committees listed in section 27A(4)(a) of the 1984 Act;

"practice premises" ("*mangre practis*") except where expressly provided otherwise in these Regulations, means an address specified in the contract as one at which services are to be provided under the contract but does not include a mobile surgery;

"premium rate number" ("*rhif cyfradd premiwm*") means a telephone number designated as an Unbundled Tariff or premium rate number in the National Telephone Numbering Plan published by the Office of Communications under section 56 of the Communications Act 2003(**16**);

"prescriber" ("*rhagnodydd*") means a dental practitioner who is either engaged or employed by the contractor or is a party to the contract;

"prescription form" ("*ffurflen bresgripsiwn*") means a written or electronic document, issued by an authorised prescriber, which records the medicinal product, dental appliance, or other item to be supplied to a patient, and which is completed, signed, or authenticated in accordance with any requirements set by the Local Health Board for the purpose of enabling lawful dispensing;

"prevention services" ("*gwasanaethau atal*") means services provided to prevent oral disease and promote oral health, including tailored preventative advice, oral health education, dietary and lifestyle advice, fluoride use, fissure sealants, and other evidence-based preventative interventions as set out in Part 4 of Schedule 1;

"primary carer" ("*prif ofalwr*") means the individual who has the main responsibility for providing care or support to another person, whether or not the individual is remunerated for doing so, and irrespective of whether the care is provided on a formal or informal basis; and includes a person who provides such care by reason of family relationship, friendship, or a recognised caring arrangement;

"primary dental services" ("*gwasanaethau deintyddol sylfaenol*") has the same meaning as in section 58 of the 2006 Act;

"prison" ("*carchar*") means any institution used for the lawful confinement of individuals sentenced or remanded by the courts and includes a young offender institution, a secure training centre, a secure children's home and a naval, military or air force prison;

"private dental services" ("*gwasanaethau deintyddol preifat*") means dental services except for the purposes of the National Health Service (Wales) Act 2006;;

"professional registration number" ("*rhif cofrestru proffesiynol*") means the number against a dental practitioner's name in the dentists register;

"professional regulatory requirements" ("*gofynion rheoleiddiol proffesiynol*") means the duties, standards, competencies and obligations placed upon dentists and dental care professionals by the General Dental Council as the statutory regulator, including compliance with the Council's requirements relating to registration, scope of practice, professional conduct, continuing professional development, fitness to practise, and any other rules or standards issued by the General Dental Council from time to time;

(**16**) 2003 c. 21.

"recall appointment" ("*apwyntiad adalw*") means a routine dental examination provided to an active patient at an interval determined by the contractor in accordance with NICE guideline CG19, being an interval of between 3 and 24 months based on the patient's oral health risk category (low, moderate or high risk), for the purpose of monitoring the patient's oral health and providing preventative care;

"recognised professional titles" ("*teitlau proffesiynol cydnabyddedig*") means any professional title which—

(a) is protected by or conferred under an enactment applicable in England and Wales, and

(b) may lawfully be used only by a person registered, licensed, authorised or otherwise regulated by the body responsible for that profession, this includes (but is not limited to) titles protected under—

(i) the Dentists Act 1984,

(ii) the Medical Act 1983,

(iii) the Health Professions Order 2001,

(iv) the Nursing and Midwifery Order 2001, and

(v) any enactment replacing or amending those instruments;

"referral notice" ("*hysbysiad atgyfeirio*") means the notice referred to in paragraph 9(2)(a) of Schedule 3 (referral to another contractor, a hospital or other relevant service provider for advanced mandatory, domiciliary or sedation services);

"referral service" ("*gwasanaeth atgyfeirio*") means one or more of advanced mandatory services, domiciliary services or sedation services provided to a patient who has, during a course of treatment, been referred by the contractor to a provider of primary dental services under Part 1 of the 2006 Act, for the provision of one or more of those services as part of that course of treatment;

"referral treatment plan" ("*cynllun triniaeth atgyfeirio*") means a treatment plan provided pursuant to paragraph 7(1) of Schedule 3 or that plan as varied in accordance with paragraph 7(3) of that Schedule;

"register of dental care professionals" ("*cofrestr o broffesiynolion gofal deintyddol*") means the register maintained by the General Dental Council under section 36B of the 1984 Act (the dental care professionals register)(**17**);

"restoration" ("*triniaeth adferol*") means any procedure or material used to repair, replace, or reconstruct lost or damaged tooth structure, including the placement of fillings, inlays, onlays, crowns, bridges, prosthetic appliances;

"step-parent" ("*llys-riant*") means a person who is married to (or in a civil partnership with) a child's biological parent, but is not themselves a biological or adoptive parent of the child and has acquired parental responsibility for the child in question in accordance with section 4A of the 1989 Act;

"sedation services" ("*gwasanaethau tawelyddu*") means a course of treatment provided to a patient during which the provider administers one or more drugs to a patient, which produce a state of depression of the central nervous system to

(**17**) Section 36B was inserted by Dentists Act 1984 (Amendment) Order 2005 (S.I. 2005/2011), Part 4, article 29 and section 36B(1A) wording substituted by European Qualifications (Health and Social Care Professions) (Amendment etc.) (EU Exit) Regulations 2019 (S.I. 2019/593), Schedule 3(1), paragraph 18.

enable treatment to be carried out, and during and in respect of that period of sedation—

(a) the drugs and techniques used to provide the sedation are deployed by the provider in a way that ensures loss of consciousness is rendered unlikely, and

(b) verbal contact with the patient is maintained in so far as is reasonably possible;

"sub-contractor" ("*is-gontractwr*") means a person with whom the contractor has made an arrangement in accordance with paragraph 32 or 77 of Schedule 3;

"trauma" ("*trawma*") means damage to teeth, gingival tissues or alveoli caused by a force arising outside the mouth, resulting in mobility, luxation, subluxation or fracture of the hard tissues or injury to the soft tissues;

"urgent care" ("*gofal brys*") means treatment to provide relief from pain and/or to prevent significant deterioration of a particular dental problem, with the aim to provide, where possible, a long-term solution;

"urgent care appointment" ("*apwyntiad gofal brys*") means an appointment provided within 72 hours to a patient who requires prompt dental care due to pain, discomfort, trauma or acute infection, or where it is not clinically appropriate to provide treatment within that timescale, as soon as reasonably practicable thereafter;

"urgent treatment" ("*triniaeth frys*") means treatment provided during an Urgent Care Appointment arranged under paragraphs 3 and 4 of Schedule 1 or in relation to urgent care of an active patient;

"voluntary organisation" ("*sefydliad gwirfoddol*") means a body, except a public authority or a local authority, the activities of which are carried on otherwise than for profit.

(2) In these Regulations—

(a) references to forms supplied by the Local Health Board to contractors includes electronic forms and forms which are generated electronically, but does not include prescription forms, and

(b) references to the delivery of services include the delivery of services by using electronic means such as video conferencing where—

(i) in the dental practitioner's clinical judgment delivery of the service in this way is appropriate,

(ii) the system to be used is one which has been approved by the Local Health Board, and

(iii) the Local Health Board has provided its permission in writing for the contractor to deliver certain services under the contract in this way.

PART 2
CONTRACTORS

Conditions: introductory

3. A Local Health Board may only enter into a contract if the conditions can be met which are set out in—

(a) regulation 4, and

(b) in the case of a contract to be entered into with a dental corporation on or after the coming into force for all purposes of article 39 of the Dentists Act 1984 (Amendment) Order 2005(**18**) (substitution of sections 43 and 44), regulation 5.

Prescribed conditions

4.—(1) For the purposes of section 59(1) of the 2006 Act (persons eligible to enter into GDS contracts) the prescribed condition is that a person must not fall within paragraph (3).

(2) The reference to "person" in paragraph (1) includes any director, chief executive or company secretary of a dental corporation.

(3) A person falls within this paragraph if—

(a) they are the subject of a national disqualification,

(b) subject to paragraph (4), they are disqualified or suspended (other than by an interim suspension order or direction pending an investigation) from practising by any licensing body anywhere in the world,

(c) within the period of 5 years before the date the contract started or, if earlier, the date on which the contract is signed—

(i) they have been dismissed (otherwise than by reason of redundancy) from any employment by a health service body, unless they have later been employed by that health service body or another health service body and paragraph (5) applies to them or that dismissal was the subject of a finding of unfair dismissal by any competent tribunal or court, or

(ii) they have been removed from, or refused admission to, a dental or medical performers list by reason of inefficiency, fraud or unsuitability, unless that person's name has later been included in such a list,

(d) they have been convicted in the United Kingdom of—

(i) murder, or

(ii) a criminal offence other than murder, committed on or after 26 August 2002, and have been sentenced to a term of imprisonment of over 6 months,

(e) subject to paragraph (6), they have been convicted outside the United Kingdom of an offence—

(i) which would, if committed in England and Wales, constitute murder, or

(ii) committed on or after 26 August 2002, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over 6 months,

(f) they have been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933(**19**) (offences against children and young persons with respect to which special provisions of this Act apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995(**20**) (offences against children under

(**18**) S.I. 2005/2011.

(**19**) 1933 c. 12; as amended by the Sexual Offences Act 1956 (c. 69), section 52, Schedule 4; the Criminal Justice Act 1988 (c. 33), section 170(1) and 170(2), Schedule 15, paragraph 8, Schedule 16; the Domestic Violence, Crime and Victims Act 2004 (c. 28), Schedule 10, paragraph 2; the Coroners and Justice Act 2009 (c. 25), Schedule 21(2), paragraph 53; Modern Slavery Act 2015 (c. 30), Schedule 5(1), paragraphs 1(3) and (4); the Online Safety Act 2023 (c. 50), Schedule 14(2), paragraph 6 and Schedule 14(3), paragraph 13 (words substituted by the Sexual Offences Act 2003 (c. 42), Schedule 6, paragraph 7).

(**20**) 1995 c. 46.

the age of 17 years to which special provisions apply) committed on or after 1 April 2006,

(g) they have—

(i) been made bankrupt or had sequestration of their estate awarded or they are a person in relation to whom a moratorium period under a debt relief order (under Part 7A of the 1986 Act) applies unless they have been discharged from the bankruptcy or sequestration or the bankruptcy order has been annulled,

(ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A (**21**) or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB (**22**), to the 1986 Act unless that order has ceased to have effect or has been annulled, or

(iii) made a composition agreement or arrangement with, or granted a trust deed for, their creditors unless they have been discharged in respect of it,

(h) an administrator, administrative receiver or receiver is appointed in respect of the person,

(i) they have within the period of 5 years before the date the contract started or, if earlier, the date on which the contract is signed—

(i) been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which they were responsible or to which they were privy, or which they, by their conduct, contributed to or facilitated, or

(ii) been disqualified under section 69B of the Charities and Trustee Investment (Scotland) Act 2005(**23**) (disqualification from holding office with senior management functions), from being concerned in the management or control of any body, or

(j) they are subject to a disqualification order under the Company Directors Disqualification Act 1986(**24**).

(3) A person does not fall within paragraph (3)(b) where the Local Health Board is satisfied that the disqualification or suspension from practising is imposed by a licensing body outside the United Kingdom and it does not make the person unsuitable to be—

(a) a contractor, or

(b) a director, chief executive or company secretary of a corporation entering into a contract, in the case of a contract with a dental corporation.

(4) Where a person has been employed as a member of a health care profession any later employment must also be as a member of that profession.

(5) A person does not fall within paragraph (3)(e) where the Local Health Board is satisfied that the conviction does not make the person unsuitable to be—

(a) a contractor;

(**21**) 1986 c. 45. Schedule 4A was inserted by section 257 of, and Schedule 20 to, the Enterprise Act 2002 (c. 40).
(**22**) 1986 c. 45. Schedule 4ZB was inserted by the Tribunals, Court and Enforcement Act 2007 (c. 15) Schedule 19, paragraph 1.
(**23**) 2005 asp 10.
(**24**) 1986 c. 46.

(b) a director, chief executive or company secretary of a corporation entering into a contract, in the case of a contract with a dental corporation.

Additional prescribed conditions relating to contracts with dental corporations

5.—(1) Subject to paragraph (2), it is a condition in the case of a contract to be entered into with a dental corporation on or after the date of the coming into force for all purposes of article 39 of the 2005 Order(**25**) that no—

(a) offence has been or is being committed under section 43 of the 1984 Act, or

(b) financial penalty has been imposed under section 43B or 44 of the 1984 Act.

(2) Paragraph (1) does not apply if the Local Health Board is satisfied that any offence under section 43 or penalty imposed under section 43B or 44 of the 1984 Act does not make the dental corporation unsuitable to be a contractor, whether by virtue of the time that has elapsed since any conviction or the penalty which was imposed, or otherwise.

Reasons

6.—(1) Where a Local Health Board is of the view that the conditions in regulation 4 or 5 for entering into a contract are not met, it must notify the person or persons intending to enter into the contract of its view in writing and its reasons for that view and of their right of appeal under regulation 7.

(2) The Local Health Board must also notify in writing its view and its reasons for that view to a director, chief executive or company secretary of a dental corporation that is notified under paragraph (1) where its reason for the decision relates to that person or those persons.

Appeal

7. A person who has been served with a notice under regulation 6(1) may appeal to the First-tier Tribunal against the decision of the Local Health Board that the conditions in regulation 4 or 5 are not met.

PART 3
PRE-CONTRACT DISPUTE RESOLUTION

Pre-contract disputes

8.—(1) Subject to paragraphs (2) and (3), if, in the course of negotiations intending to lead to a contract, the prospective contracting parties are unable to agree on a particular term of the contract, either party may refer the dispute to the Welsh Ministers to consider and decide the matter in accordance with the procedure provided for in paragraphs 54(2) and (3) of Schedule 3.

(2) Paragraph (1) does not apply in the case where both parties to the prospective contract are health service bodies (in which case section 7(6) of the 2006 Act (NHS contracts) applies).

(3) Before referring the dispute for consideration and determination under paragraph (1), both parties to the prospective contract must make every reasonable effort to communicate and co-operate with each other with a view to resolving it.

(**25**) Article 39 substitutes sections 43 and 44 of the 1984 Act with new sections 43, 43B, 44, 44A and 44B with effect from 19 July 2005.

(4) Disputes referred to the Welsh Ministers in accordance with paragraph (1), or section 7(6) of the 2006 Act, must be considered and decided in accordance with the provisions of paragraphs 54(4) to (13) and 55(1) of Schedule 3, and paragraph (5) (where it applies) of this regulation.

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

(a) may specify 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) must be binding upon the prospective parties to the contract.

PART 4
HEALTH SERVICE BODY STATUS

Health service body status

9.—(1) Where a proposed contractor elects, in a written notice served on the Local Health Board at any time before the contract being entered into, to be regarded as a health service body for the purposes of section 7(4) of the 2006 Act(**26**), it must be so regarded from the date on which the contract is entered into.

(2) If, in accordance with paragraph (1) or (5), a contractor must be regarded as a health service body, that fact must not affect the nature of, or any rights or liabilities arising under, any other contract with a health service body entered into by that contractor before the date on which the contractor must be so regarded.

(3) Where a contract is made with an individual dental practitioner or two or more persons practising in partnership, and that individual, or that partnership must be regarded as a health service body in accordance with paragraph (1) or (5), the contractor must, subject to paragraph (4), continue to be regarded as a health service body for the purposes of section 7(4) of the 2006 Act for as long as that contract continues and irrespective of any change in—

(a) the partners comprising the partnership,

(b) the status of the contractor from that of an individual dental practitioner to that of a partnership, or

(c) the status of the contractor from that of a partnership to that of an individual dental practitioner.

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

(a) the Local Health Board must agree to the variation, and

(**26**) As amended by the Health and Social Care Act 2008 (c. 14), Schedule 5(3), paragraph 87; the Health and Social Care Act 2012 (c. 7), Schedule 21, paragraph 13(a) to (f) and Schedule 17, paragraph 11; the Health and Care Act 2022 (c. 31), Schedule 1, paragraph 1(1), Schedule 4, paragraph 140; the Health and Social Care Act (Northern Ireland) 2022 (Consequential Amendments) Order 2022 (S.I. 2022/1174), Part 4, article 24(2)(a); the Health and Social Care Act (Northern Ireland) 2022 (Consequential Amendments) Order 2022 (S.I. 2022/1174), Part 4, article 24(2)(b) and (c); and the Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023 (S.I. 2023/98), Schedule 1(1), paragraph 11.

(b) the procedure in paragraph 57(1) of Schedule 3 applies (variation of a contract: general).

(5) Where, pursuant to paragraph (4), the Local Health Board agrees to a variation of the contract, the contractor must be regarded, or subject to paragraph (7), cease to be regarded, as a health service body for the purposes of section 7(4) of the 2006 Act from the date that variation takes effect pursuant to paragraph 57(1) of Schedule 3.

(6) Subject to paragraph (7), a contractor ceases to be regarded as a health service body for the purposes of section 7 of the 2006 Act if the contract is terminated.

(7) Where a contractor ceases to be a health service body—

(a) pursuant to paragraph (5) or (6), it continues to be regarded as a health service body for the purposes of being a party to any other NHS contract entered into after it became a health service body but before the date on which the contractor ceased to be a health service body (for which purposes it ceases to be such a body on the termination of that NHS contract);

(b) pursuant to paragraph (5), the contractor must continue to be treated as a health service body (and accordingly the contract must continue to be regarded as an NHS contract) for the purposes of the consideration and determination of the dispute, where it or the Local Health Board—

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

(ii) refers any matter to the NHS dispute resolution procedure, in accordance with paragraph 54(1)(a) of Schedule 3, after it ceases to be a heath service body;

(c) pursuant to paragraph (6), it continues to be regarded as a health service body for the purposes of the NHS dispute resolution procedure where that procedure has been started—

(i) before the termination of the contract, or

(ii) after the termination of the contract, whether in connection with or arising out of the termination of the contract or otherwise.

PART 5

CONTRACTS: REQUIRED TERMS

Parties to the contract

10. A contract must specify—

(a) the names of the parties,

(b) in the case of a partnership—

(i) whether or not it is a limited partnership, and

(ii) the names of the partners and, in the case of a limited partnership, their status as a general or limited partner, and

(c) in the case of each party, the postal address to which official correspondence and notices should be sent.

NHS contracts

11. In the case of a contractor who must be regarded as a health service body pursuant to regulation 9, the contract must state that it is an NHS contract.

Contracts with individuals practising in partnership

12.—(1) Where the contract is with two or more individuals practising in partnership, the contract must 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.

(2) Where the contract is with two or more individuals practising in partnership, the contractor must be required by the terms of the contract to ensure that any person who becomes a member of the partnership after the contract has come into force is bound automatically by the contract whether by virtue of a partnership deed or otherwise.

Duration

13.—(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 the general law.

(2) The circumstances referred to in paragraph (1) are that the Local Health Board has terminated the contract of another provider of primary dental services, and as a result of that termination, it wishes to enter into a temporary contract for a period specified in the contract for the provision of services.

(3) Where a contract is entered into pursuant to paragraph (2)—

(a) paragraph 62 (termination by the contractor) of Schedule 3 does not apply to the contract, and

(b) the parties to the temporary contract may include such terms as to termination by notice as they may agree.

Mandatory services

14.—(1) For the purposes of section 58 of the 2006 Act (primary dental services), the services which must be provided under a general dental services contract are described in paragraph (2).

(2) A contractor must provide—

(a) urgent access for new patients, as set out in Part 1 of Schedule 1,

(b) recall appointments for patients who require recall appointments between 18 and 24 months later than their most recent appointment,

(c) assessments for new patients arising from the Dental Access Portal, as set out in Part 2 of Schedule 1,

(d) care packages, as set out in Part 3 of Schedule 1,

(e) prevention services as set out in Part 4 of Schedule 1, and

(f) urgent care for active patients.

(3) For the purposes of section 61 of the 2006 Act (GDS contracts: other required terms) a contractor must also provide a selection of the National Priorities, as set out in Part 5 of Schedule 1 in accordance with directions made by the Welsh Ministers under section 60(3)(b)(i) of the 2006 Act.

Advanced mandatory services

15.—(1) Any level 1 procedure must be provided by the contractor unless the contractor, or any dental practitioner employed by the contractor, does not have the relevant experience or expertise, in which case the level 1 procedure can be referred as an advanced mandatory service.

(2) Advanced mandatory services which are the subject of a referral under paragraph (1) are to be arranged through a Personal Dental Services Agreement under the 2006 (PDS) Regulations.

Services: general

16.—(1) A contract must specify—

(a) the services to be provided by the contractor,

(b) the address of each of the premises to be used by the contractor or any sub-contractor for the provision of such services, or, if the contractor provides services from a mobile surgery, that fact,

(c) the hours during which services that are not mandatory services are to be provided, and

(d) the date it is effective from.

(2) The reference to premises in sub-paragraph (b) does not include any place in which a patient is residing.

Proportion of mandatory services

17.—(1) The standard proportions of mandatory services (other than urgent care for active patients) are as follows—

(a) 7% for urgent treatment for new patients,

(b) 3% recall appointments between 18 and 24 months since the most recent appointment,

(c) 10% for new patient assessment,

(d) 70% to provide care packages,

(e) 5% for prevention services, and

(f) 5% for national priorities.

(2) A Local Health Board may depart from the standard proportions within the overall total of 100% if it is satisfied that there are different levels of need in its area which require the proportions to be adjusted in order to ensure that patients in its area are properly provided for.

(3) The departure from the standard proportions may be on a whole area basis, part of an area basis or, subject to paragraph (4), in relation to a single practice.

(4) Unless paragraph (7) applies, before altering the proportions for a single practice, the Local Health Board must consult the contractor for that practice and give at least 28 clear days' notice.

(5) The Local Health Board must have regard to any representations the affected contractor makes within the 28 day period set out in paragraph (4) when determining the proportions which apply to that single practice but need not have regard to any representations made outside that period.

(6) If the contractor for a single practice who has been consulted in accordance with paragraph (4) does not agree with the amended proportions imposed by the Local Health Board the contractor may refer the dispute to the Welsh Ministers to consider and decide the matter in accordance with the procedure provided for in paragraphs 54 to 55 of Schedule 3.

(7) Where a Local Health Board determines that the 5% allocation for national priorities referred to in sub-paragraph (1)(f) is not required, either in whole or in part, for a specified period, the Local Health Board may—

(a) reallocate any unused proportion from sub-paragraph (1)(f) to the provision of care packages under sub-paragraph (1)(d) for a specified period,

(b) make such reallocation for the whole of its area, part of its area, or in relation to one or more individual practices, and

(c) make such reallocation without the requirement to consult under sub-paragraph (4).

(8) Where a reallocation is made under sub-paragraph (7), the Local Health Board must notify the affected contractor or contractors in writing of—

(a) the revised proportion allocated to care packages under sub-paragraph (1)(d),

(b) the period for which the reallocation applies, and

(c) the date from which the reallocation takes effect, which must be at least 14 clear days after the date of notification.

(9) Urgent care for active patients must be delivered notwithstanding that the proportions set out in paragraph (1) have been achieved and is not included in the overall percentage.

Period over which the proportion of mandatory services must be delivered

18. The proportion of each mandatory service, expressed as a percentage, to be provided by the contractor whilst the contract is in effect relates to—

(a) where the contract begins on 1 April, each financial year, or

(b) subject to regulation 36(1), where the contract begins on a date except 1 April, the remainder of the financial year in which the contract begins, and then in each financial year thereafter.

Underprovision of proportions of mandatory services

19.—(1) The contract must provide that the Local Health Board must not, pursuant to Part 8 of Schedule 3 (variation and termination of contracts), be entitled to take any action for breach of a term of the contract giving effect to regulation 17 (including termination of the contract) where paragraph (2) applies.

(2) This paragraph applies where the contractor has failed to provide the required proportion of mandatory services over a period of a year and—

(a) that failure amounts to a variation of 5 per cent or less of the mandatory service, and

(b) the contractor agrees to provide the mandatory services it has failed to provide within such time period as the Local Health Board specifies in writing, such period to consist of not less than 60 clear days.

(3) Paragraphs (1) and (2) do not prevent the Local Health Board from taking action under Part 8 of Schedule 3 for breach of contract (including terminating the contract) on other grounds.

(4) In a case where the contractor does not agree to provide the relevant mandatory service it has failed to provide within such time period as the Local Health Board specifies the Local Health Board may, if it deems such a step appropriate, apply financial recovery up to 100% of the value of the underperformance.

Mid-year delivery report

20. The contract must require that a Local Health Board produces and provides to each contractor a mid-year delivery report.

Mid-year delivery report requirements

21.—(1) Subject to regulation 37, a mid-year delivery report must be provided, in a form which is prescribed by the Local Health Board, not before the last day of the sixth month of the contract and no later than the last day of the seventh month of the contract and at corresponding annual intervals thereafter and must set out—

(a) the sum total percentage of the services specified in regulation 17(1) delivered over the relevant preceding 6 calendar month period, and

(b) the percentage achieved against each of the individual services specified in regulation 17(1), delivered over the relevant preceding 6 calendar month period.

(2) In this regulation "relevant preceding 6 calendar month period" means the 6 month period preceding the last day of the sixth month of the contract referred to in paragraph (1).

Mid-year financial adjustments

22. Where the sum total of the percentages reported under regulation 21(1) is below 40%, the Local Health Board may, if it deems it appropriate, implement a mid-year financial adjustment, and reduce payments to the contractor for the remainder of that financial year to reflect the percentage which had been delivered when the report was produced and must notify the contractor that it has taken this step and its reasons for doing so within 14 clear days.

Appeals against mid-year financial adjustments

23. A contractor who is subject to a mid-year financial adjustment in accordance with regulation 22 may appeal that decision to the Welsh Ministers in accordance with the procedure provided for in paragraph 53 or 54, as the case may be, of Schedule 3.

Annual delivery reports

24.—(1) The contract must require that the Local Health Board provides an annual delivery report to the contractor.

(2) An annual delivery report must set out both the overall percentage of the services specified in regulation 17(1) as a whole and the percentage achieved against each of the individual services specified in that regulation, during the previous year of the contract.

(3) An annual delivery report must be provided in a form which is prescribed by the Local health Board,

(a) in the case of a contract under regulation 13(1) not before the last day of the twelfth month of the contract and not after the twentieth day of the thirteenth month of the contract and at corresponding annual intervals thereafter;

(b) in the case of a contract under regulation 13(2), no more than 20 clear days after the end of the period specified in the contract.

Provision below 95%

25.—(1) Where the sum total of the percentage reported under regulation 24 is below 95% the Local Health Board may—

(a) reduce payments to the contractor for the next financial year and the following financial years to reflect the percentage of services set out in the delivery report, and

(b) apply financial recovery up to 100% of the value of the underperformance.

(2) A Local Health Board who takes either of the steps set out in sub-paragraph (1)(a) or (1)(b) must notify the contractor of its intention and its reasons for doing so 14 clear days before it makes the adjustment or the recovery, as the case may be.

Appeal against application of regulation 25

26. A contractor who is subject to a financial adjustment or to whom financial recovery has been applied in accordance with regulation 25, may appeal the Local Health Board's decision to the Welsh Ministers in accordance with the procedure provided for in paragraph 53 or 54, as the case may be, of Schedule 3.

Provision over 100%

27. Where the sum total of the percentage reported under regulation 24 is between 100% and 105%, the Local Health Board must either—

(a) reduce the required quantity of the services set out in regulation 17(1) for the next financial year to reflect the work carried out over 100% and bring the overall performance requirements back to 100%, or

(b) remunerate the practice for the value of the extra work carried out.

Provision over 105%

28. In a case where the percentage reported under regulation 24 is over 105% the Local Health Board must not—

(a) increase the required quantity of the services set out in regulation 17(1) to reflect the work carried out over 105% and bring the overall performance requirements to 100%, or

(b) remunerate the practice for the value of the extra work carried out, unless there was a prior written agreement, dated at least 60 clear days before the end of the financial year, between the Local Health Board and the contractor, that performance of over 105% could be delivered in that financial year.

Appeal against application of regulation 27

29. A contractor who has their overall contract proportions reduced in accordance with regulation 27(1)(a) may appeal the Local Health Board's decision to the Welsh Ministers in accordance with the procedure provided for in paragraph 53 or 54, as the case may be, of Schedule 3.

Finance

30.—(1) The contract must contain a term which has the effect of requiring—

(a) the Local Health Board to make payments to the contractor under the contract promptly and in accordance with both the terms of the contract and any other conditions relating to the payment contained in directions issued by the Welsh Ministers under section 60 of the 2006 Act (GDS contracts: payments), and

(b) the contractor to make payments promptly to the Local Health Board and in accordance with both the terms of the contract and any other conditions relating to payment contained in directions issued by the Welsh Ministers under section 60 of the 2006 Act.

(2) The obligation referred to in paragraph (1) is subject to any right the Local Health Board has to set off against an amount payable to the contractor an amount that—

(a) is owed by the contractor to the Local Health Board under the contract,

(b) has been paid to the contractor owing to an error or in circumstances when it was not due, or

(c) the Local Health Board may withhold from the contractor in accordance with the terms of the contract or any other applicable provisions contained in directions issued by the Welsh Ministers under section 60 of the 2006 Act.

(3) The contract must contain a term to the effect that where, pursuant to directions under section 12 or 60 of the 2006 Act, a Local Health Board is required to make a payment to a contractor under a contract but subject to conditions, those conditions are to be a term of the contract.

(4) The contract must contain terms relating to laboratory charge reimbursement for exempt persons in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

(5) The contract must contain terms relating to central collection of NHS Charges in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

Payments, charges and financial interests of the contractor

31.—(1) The contract must contain terms relating to payments, charges and financial interests which have the same effect as those set out in paragraphs (2) to (4).

(2) The contractor must not, either itself or through any other person, demand or accept any kind of remuneration for its own or another's benefit from—

(a) any of its active patients for the provision of any treatment under the contract, except as otherwise provided in Schedule 5, or

(b) any person who has requested services under the contract for themselves or a family member, as a prerequisite to providing services under the contract to that person or their family member.

(3) The contract must contain a term that—

(a) only permits the contractor to collect from any active patient any charge that that patient is required to pay by virtue of Schedule 5, in accordance with the requirements of that Schedule, and

(b) provides for obligations imposed on the contractor by virtue of Schedule 5 to be terms of the contract.

(4) The contract must contain a term that requires the contractor to put aside its own financial interests in making a decision—

(a) as to what services to recommend or provide to an active patient who has sought services under the contract, or

(b) to refer an active patient for other services by another contractor, hospital or other relevant service provider under Part 1 of the 2006 Act.

(5) The term "active patient" in this regulation includes a person who pays or agrees to pay a charge on behalf of a person to whom dental services are provided.

Arrangements on termination of a contract

32. A contract must make provision for the arrangements which are to apply on the termination of the contract, including—

(a) the transfer of patient records,

(b) the transfer of responsibility for ongoing courses of treatment,

(c) the return of any equipment or materials supplied by the Local Health Board,

(d) financial consequences of termination of a contract, including—

(i) payment for services provided up to the date of termination of the contract;

(ii) recovery of any overpayments;

(iii) any financial penalties arising from the termination of the contract,

(e) the contractor's continuing obligations in respect of confidentiality and data protection, and

(f) dispute resolution in relation to any matter arising from the termination of the contract.

Other contractual terms

33.—(1) A contract must contain terms which have the same effect as those specified in Schedule 3, except for paragraphs 54(4) to (13) and 55, unless—

(a) the contract is of a type or nature to which a particular provision in Schedule 3 does not apply,

(b) there has been an agreement between the contractor and Local Health Board, or

(c) the Local health Board has determined, where this is authorised by these Regulations, that the term should not apply,

(3) Where a provision in Schedule 3 applies to a contract, the terms of the contract must give effect to the matters set out in that provision.

(4) A contract must contain a term which requires the contractor to be a member of a cluster.

PART 6

TRANSITIONAL PROVISION

Interpretation of Part 6

34. In this Part—

"existing contract" ("*contract presennol*") means a contract entered into under the 2006 Regulations which is in force immediately before 11 March 2026;

"existing contractor" ("*contractwr presennol*") means a contractor who is a party to an existing contract.

Continuity of existing contracts

35.—(1) An existing contract has effect on and after 1 April 2026 as if it were a contract entered into under these Regulations.

(2) Paragraph (1) is subject to regulations 36 and 39 to 41.

(3) The Local Health Board and the contractor may agree to vary an existing contract to bring it into conformity with these Regulations.

Mandatory services proportions

36.—(1) Where an existing contract does not specify proportions of mandatory services in accordance with regulation 16, the standard proportions in regulation 17(1) apply from 1 April 2026.

(2) A Local Health Board may, before 16 March 2026, give notice to an existing contractor that different proportions apply in accordance with regulation 16(2) and (3).

(3) Where notice is given under paragraph (2), the contractor may make representations within 14 clear days of receipt of the notice.

(4) The Local Health Board must have regard to any representations made under paragraph (3) before determining the proportions to apply from 1 April 2026.

Mid-year and annual delivery reports

37.—(1) The first mid-year delivery report under regulation 20 must be provided—

(a) for a contract which started before 1 October 2025, not before 30 September 2026 and not after 31 October 2026;

(b) for a contract which started on or after 1 October 2025, in accordance with regulation 21.

(2) The first annual delivery reports under regulation 24 must be provided—

(a) for a contract which started before 1 April 2026, not before 31 March 2027 and not after 30 April 2027;

(b) for a contract which started on or after 1 April 2026, in accordance with regulation 26.

Health service body status

38.—(1) Where, immediately before 11 March 2026, a contractor was regarded as a health service body for the purposes of section 7(4) of the 2006 Act, the contractor continues to be so regarded on and after that date.

(2) Regulation 9 applies to such a contractor as if the election had been made under these Regulations.

Disqualification provisions

39.—(1) Regulations 4 and 5 apply to—

(a) contracts entered into on or after 11 March 2026;

(b) variations to existing contracts agreed on or after 11 March 2026 which involve a change of contractor or the addition of a new partner or director.

(2) The conditions in regulations 4 and 5 do not apply to existing contracts unless and until a variation of the type described in paragraph (1)(b) is made.

Disputes and appeals

40.—(1) Where, before 11 March 2026—

(a) a dispute has been referred for resolution under the 2006 Regulations, or

(b) an appeal has been made under the 2006 Regulations,

the dispute or appeal continues to be dealt with in accordance with the 2006 Regulations as if they had not been revoked.

(2) Where a dispute or appeal arises on or after 11 March 2026 in relation to a matter which occurred before that date, the dispute or appeal must be dealt with in accordance with these Regulations.

Charges

41. Where a course of treatment is started before 1 April 2026 and continues after that date—

(a) the charge applicable is the charge set out in the treatment plan provided to the patient under paragraph 7 of Schedule 3 to the 2006 Regulations calculated in accordance with the 2006 (Charges) Regulations as they applied at the time the treatment plan was accepted by the patient;

(b) any guarantee period is calculated in accordance with the 2006 (Charges) Regulations as they were in force when the restoration was provided.

Revocation

42. The 2006 Regulations are revoked.

Amendments

43. The 2006 (Charges) Regulations and the 2006 (PDS) Regulations are amended in accordance with Schedule 6.

Jeremy Miles
Cabinet Secretary for Health and Social Care, one of the Welsh Ministers
9 February 2026

SCHEDULE 1

Regulation 14

MANDATORY SERVICES

PART 1

URGENT ACCESS FOR NEW PATIENTS

1. Each Local Health Board is required to secure the provision of urgent access appointments within its area in accordance with this Schedule and Schedule 3.

2. The purpose of urgent access appointments is the provision to patients who require urgent care with an appointment within 72 hours of the time they first make contact with the Local Health Board.

Urgent Access Appointments Programme

3. In order to ensure that urgent access appointments are available each Local Health Board must establish an urgent access appointment programme which must—

(a) provide a central team for the Local Health Board area whom people with urgent dental needs can contact for urgent appointments,

(b) provide for that team to make a telephone based assessment of whether the person requires urgent care and if they do, provide them with an appointment,

(c) provide that the team refers any person who is not deemed to require urgent care to the Dental Access Portal and, if needs be, provides the person with assistance to register on the Dental Access Portal,

(d) make arrangements with all contractors within the Local Health Board's area for an urgent care appointment rota to be in place which provides urgent appointments as required, and

(e) administer the urgent care appointment rota so as to ensure that urgent care appointments are available each working day between 9am and 5pm within a reasonable geographical distance for patients within the Local Health Board's area.

Urgent care appointments for new patients

4. The contract must specify requirements as to the provision of urgent care including—

(a) that each contractor in the Local Health Board's area must agree to provide a certain number of urgent care appointments for new patients annually at a time and on dates that are agreed with the Local Health Board,

(b) that each contractor must inform the Local Health Board of what, if any, types of accessibility-enhanced dental services for urgent care appointments they are able to provide,

(c) that urgent care appointments should prioritise relief from pain and the prevention of significant deterioration of the particular problem,

(d) that treatment administered during urgent care appointments, where appropriate, and with the patient's consent, should, where possible, be permanent definitive treatment including restorations,

(e) that when any necessary treatment cannot be completed during the urgent care appointment, justification for any treatment or care provided must be recorded in the patient's clinical record and, unless the most appropriate course is an onward referral to an alternative contractor, a hospital or other relevant service provider, the contractor should seek permission from the Local Health Board to take on the patient as a new active patient before providing a further appointment,

(f) that urgent care appointments should, where possible, include a global oral health assessment (including soft tissue) and onward referral an alternative contractor, a hospital or other relevant service provider, where appropriate, or if not possible, the reason this could not be provided must be recorded in the patient's clinical record, and

(g) that any patient seen at an urgent care appointment whose treatment is completed at the urgent care appointment or for whom permission sought under sub-paragraph (e) is refused, who is not already registered on the Dental Access Portal should be advised to do so and assistance in registering must be provided by the contractor or their staff if requested by the patient.

Payments

5. The Local Health Board must arrange for each contractor to be remunerated for its participation in the Urgent Access Appointments Programme, established under paragraph 3, in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

6. The contract must include provision for—

(a) the contractor to be paid for any missed urgent care appointments as long as the contractor can demonstrate that they made adequate efforts, having regard to any guidance given by the Welsh Ministers, to ensure the prospective patient's attendance and have written to the prospective patient to explain that the urgent care appointment cannot be re-arranged and that the prospective patient needs to re-apply through the Urgent Access Appointments Programme established under paragraph 3,

(b) ensuring that evidence of the efforts made must be retained by the contractor for a period of 24 months from the date of the letter referred to in sub-paragraph (a) and made available to he Local Health Board, on request, for audit purposes,

(c) the contractor to be paid for any urgent care appointments ended by—

(i) the contractor where—

(aa) the circumstances referred to in paragraph 3(1) of Schedule 3 (violent patients) occur and notice that it is no longer willing to provide services to that patient has been provided to the Local Health Board, or

(bb) in the reasonable opinion of the contractor, there has been an irrevocable breakdown in the relationship between the patient and that contractor and, notice of such a breakdown has been given to the patient and the Local Health Board,

(ii) the patient, or

(iii) a person specified in paragraph 1(2) of Schedule 3 acting on the patient's behalf, and

(d) the contractor to be paid for any unfilled urgent care appointments in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

PART 2

NEW PATIENT ASSESSMENTS ARISING FROM THE DENTAL ACCESS PORTAL

New patient assessments

7. Each Local Health Board is required to secure access to new patient assessments for patients in its area who have applied through the Dental Access Portal.

8. An assessment for a new patient allows a contractor to make an assessment of the oral health needs of a patient and arrange for further treatment if necessary.

Provision of new patient assessments

9. The contract must include the following requirements as to the provision of assessments for new patients by the contractor—

(a) subject to sub-paragraphs (d) and (e), a requirement that contractors acquire all new patients through the Dental Access Portal,

(b) a requirement that contractors provide enough appointments for the assessment of new patients to allow them to fulfil the proportion of that service that has been decided to apply to the practice by the Local Health Board under regulation 17,

(c) a requirement that contractors consider returning the patient to the Dental Access Portal if that patient fails to attend the new patient assessment on two occasions,

(d) a requirement that a contractor may acquire a new active patient where—

(i) that patient has attended for an urgent care appointment and requires a further appointment,

(ii) that patient agrees that the further appointment can be at the contractors practice, and

(iii) the contractor has sought and been given permission from the Local Health Board to accept a new patient, and

(e) a requirement that a contractor may acquire a new active patient if the patient is the child or grandchild of an existing active patient in which case permission does not need to be sought but the contractor must notify the Local Health Board.

Minimum requirements for new patient assessments

10. A new patient assessment must include—

(a) completion of an ACORN assessment,

(b) a full review of the patient's medical, dental and lifestyle history (including relevant social history),

(c) an assessment of the patient's needs in relation to accessibility-enhanced dental services,

(d) a clinical examination including periodontal assessment, caries detection, and an oral soft tissue examination,

(e) an inspection of each tooth for signs of cracks, wear, chips and caries,

(f) an examination of existing restorations and prosthetics for integrity, fit and damage,

(g) a radiographic examination where the need for one is clinically indicated,

(h) risk allocation between low, moderate, or high categories in accordance with paragraphs 31 to 33,

(i) an occlusion assessment including an orthodontic assessment for children when clinically indicated,

(j) a temporomandibular joint examination when clinically indicated ,

(k) provision of tailored preventative advice and oral health promotion using evidence-based guidance,

(l) formulation of a personalised care package or combination of care packages where further treatment is necessary, and

(m) comprehensive clinical records and outcome measures.

Payments

11. The Local Health Board must arrange for each contractor to be remunerated for each new patient assessment appointment in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

PART 3
CARE PACKAGES

12. The contract must include the following requirements as to the provision of care packages.

Care package content

13. A contractor may only provide a care package of a type listed in Schedule 2.

Content of care package

14. Each care package must include—

(a) the relevant services indicated in the second column of the table in Schedule 2 which, in the clinical judgment of the dental practitioner, are most appropriate for the treatment of the patient,

(b) preventative interventions appropriate to the patient's risk profile,

(c) a stabilisation phase, where clinically necessary,

(d) definitive treatment for diagnosed conditions,

(e) a recall interval based on clinical risk, and

(f) patient education and self-care support.

Treatment plans

15.—(1) A contractor which provides a care package to be delivered over more than one appointment must, at the time of the first examination of the patient, ensure that the patient is provided with a treatment plan on a form supplied for that purpose by the Local Health Board specifying—

(a) the name of the patient,

(b) the name of the contractor,

(c) the details of the places where the patient is intended to receive the course of treatment under the care package to be provided to them by the contractor,

(d) the telephone number at which the contractor may be contacted during its normal surgery hours,

(e) details of the services which are at the date of that examination considered to be necessary for the contractor to provide having regard to the reason for and the risk allocation of the care package, and

(f) any proposals the contractor may have for private dental services as an alternative to the services proposed under the contract, including details of the cost to the patient if they were to accept the provision of private dental services.

(2) If the patient, having considered the treatment plan provided in accordance with sub-paragraph (1), decides to accept the provision of private dental services in place of all or part of services under the contract, the contractor must ensure that the patient signs that plan in the appropriate place to indicate that they have understood the nature of private dental services to be provided and their acceptance of those private dental services.

(3) Where the services included in the treatment plan need to be varied for clinical reasons, the contractor must provide the patient with a revised referral treatment plan in accordance with sub-paragraph (1).

(4) The contractor must, subject to the termination of the contract, or being unable to complete a course of treatment in accordance with paragraph 6(5) or (6) of Schedule 3 (course of treatment), provide the services which are detailed in the referral treatment plan, or where a revised treatment plan is provided pursuant to sub-paragraph (3), pursuant to that revised treatment plan.

Missed appointments

16. When a contractor puts a patient onto a care package they must communicate orally and in writing that the contractor must, unless it is satisfied that the missed appointments were caused because of something beyond the control of the patient, begin the de-listing process in accordance with paragraph 17, where a patient during the course of a care package—

(a) fails to attend two consecutive appointments, or

(b) fails to attend three appointments in total.

De-listing notification – care packages

17. Upon initiating de-listing, the contractor must—

(a) notify the patient in writing of the intention to remove them from their list of active patients, including the reasons and the number of missed appointments,

(b) provide the patient with an opportunity to respond within 14 clear days and, if they do respond, consider whether the de-listing process should be stopped, and

(c) record the missed appointments and correspondence in the patient's clinical record.

De-listing

18. If no response that allows the contractor to be satisfied in accordance with sub-paragraph 16(a) is received within the period specified in sub-paragraph 17(b), or if the patient confirms they no longer wish to continue care, the contractor must—

(a) de-list the patient from the care package, and

(b) advise the patient to re-apply through the Dental Access Portal for re-allocation.

Payments

19.—(1) Subject to sub-paragraph (2) the Local Health Board must arrange for each contractor to be remunerated for the delivery of care package in accordance with directions issued by the Welsh Ministers under section 60 of the 2006 Act.

(2) The contract must provide that—

(a) periodontal care packages are limited to two a year for each patient, and

(b) total provision of crown, bridge, inlay, onlay and veneer care packages must not exceed 10% of annual contract value annually unless prior written approval has been obtained from the Local Health Board.

Payments after de-listing

20.—(1) Subject to sub-paragraph (2), the contract must provide that—

(a) where a patient is de-listed under paragraph 17(b), the contractor may claim the full value of the care package, provided that—

(i) the patient had attended at least one appointment,

(ii) the contractor can demonstrate that they made adequate efforts to ensure the patient's attendance and have written to the patient to explain that the care package has ended and that the patient must register to be reallocated through the Dental Access Portal, and

(iii) evidence of the efforts made is retained for 24 months by the contractor and made available on request for audit purposes.

(b) the contractor may claim the full value of the care package where a care package has been ended by—

(i) the contractor where—

(aa) the circumstances referred to in paragraph 3(1) of Schedule 3 (violent patients) occur and notice that it is no longer willing to provide services to the patient has been given to the Local Health Board,

(bb) the patient has refused to pay a charge in the circumstances referred to in paragraph 4 of Schedule 3 (patients who refuse to pay NHS charges before the start of, or during, treatment), or

(cc) in the reasonable opinion of the contractor, there has been an irrevocable breakdown in the relationship between the patient and that contractor and, notice of such a breakdown has been given to the patient and the Local Health Board,

(ii) the patient, or

(iii) a person specified in paragraph 1(2) of Schedule 3 acting on the patient's behalf.

(3) The amount claimed under sub-paragraphs (a) and (b) must be reduced in circumstances where the patient charge calculated in accordance with Schedule 5, in addition to the sum claimed, means payment in excess of the value of the care package is due so that the combined payment and charge is not more than the value of the care package.

PART 4

PREVENTION SERVICES

Requirement to provide prevention services

21. The contract must include a requirement that the contractor provides prevention services to new patients and active patients in accordance with this Part.

22. The purpose of prevention services is to—

(a) reduce the number of cases of oral disease,

(b) promote good oral health behaviours,

(c) identify and address risk factors for oral disease, and

(d) support patients in maintaining optimal oral health.

Scope of prevention services

23. Prevention services must include the provision of tailored preventative advice and interventions

services

24. Prevention services must be provided—

25. as part of appropriate to the patient's age, risk profile, and clinical needs.

(a) Timing of prevention every new patient assessment,

(b) as part of every recall appointment,

(c) as an integral component of every care package, and

(d) as a standalone intervention where clinically indicated.

Content of prevention services

26. Prevention services must include, as appropriate to the individual patient's needs, advice and interventions relating to—

(a) oral hygiene instruction, including—

(i) tooth brushing technique and frequency;

(ii) interdental cleaning methods;

(iii) tongue cleaning where appropriate;

(iv) denture care where applicable;

(b) dietary advice, including—

(i) the role of sugar in dental disease;

(ii) frequency and timing of sugar consumption;

(iii) acidic food and drink consumption;

(iv) healthy eating for oral health;

(c) fluoride use, including—

(i) fluoride toothpaste concentration appropriate to age and risk;

(ii) fluoride varnish application where clinically indicated;

(iii) fluoride supplements where appropriate;

(iv) other topical fluoride products where indicated;

(d) lifestyle factors, including—

(i) smoking cessation advice and signposting to support services;

(ii) alcohol consumption and its effects on oral health;

(iii) recreational drug use and oral health impacts;

(e) oral cancer awareness, including—

(i) risk factors for oral cancer;

(ii) self-examination techniques;

(iii) when to seek professional advice;

(f) trauma prevention, including—

(i) mouthguard use for sports and recreational activities;

(ii) prevention of dental injuries in children;

(g) age-specific advice, including—

(i) for infants and young children: teething, bottle feeding, dummy use, and early childhood caries prevention;

(ii) for adolescents: orthodontic care, wisdom teeth, oral piercing risks;

(iii) for pregnant women: oral health during pregnancy and early childhood oral health;

(iv) for older adults: dry mouth management, denture care, medication effects on oral health.

Delivery of prevention services

27.—(1) A contractor must deliver prevention services—

(a) in a way appropriate to the patient's age, understanding, and communication needs,

(b) using language that is clear and accessible to the patient,

(c) with the involvement of parents, carers, or guardians where appropriate,

(d) with written reinforcement of key messages where clinically indicated, and

(e) with demonstration of techniques where appropriate.

(2) A contractor may deliver prevention services—

(a) face-to-face during clinical appointments,

(b) through remote digital technology where appropriate and with the patient's consent,

(c) through group education sessions where appropriate, or

(d) through a combination of the above methods.

Team-based delivery

28. Prevention services may be delivered by any appropriately trained member of a contractor's dental team, including—

(a) dentists,

(b) dental therapists,

(c) dental hygienists,

(d) dental nurses with extended duties in oral health education, or

(e) other dental care professionals as appropriate.

Other dental care professional's supervision

29. Where prevention services are delivered by a dental care professional other than a dentist, the contractor must ensure appropriate supervision arrangements are in place in accordance with professional regulatory requirements.

Evidence-based practice

30. The contractor must deliver prevention services in accordance with current evidence-based guidance, including—

(a) the guidance set out in "Delivering Better Oral Health(**27**)" as updated from time to time,

(b) guidance issued by the National Institute for Health and Care Excellence (NICE) in particular the guidance entitled "Dental recall— Recall interval between routine dental examinations"(**28**),

(c) professional guidance issued by the General Dental Council, and

(d) any guidance given by the Welsh Ministers or the Local Health Board.

Risk-based prevention

31. The contractor must tailor the intensity and frequency of prevention services to the patient's risk profile (high, moderate, low in accordance with paragraphs 31 to 33) as decided through clinical assessment.

High risk patients

32. For patients assessed as high-risk, prevention services must include—

(**27**) Delivering Better Oral Health: an evidence-based toolkit for prevention – NHS England. Published 12 June 2014.

(**28**) This guidance is available from NICE's website, www.nice.org.uk.

(a) more frequent preventative interventions,

(b) enhanced preventative advice and support,

(c) application of fluoride varnish at intervals decided by clinical need,

(d) consideration of additional preventative measures such as fissure sealants, and

(e) more frequent monitoring and review.

Moderate risk patients

33. For patients assessed as moderate-risk, prevention services must include—

(a) regular preventative advice at each appointment,

(b) application of fluoride varnish where clinically indicated,

(c) reinforcement of key preventative messages, and

(d) monitoring of risk factors.

Low risk patients

34. For patients assessed as low-risk, prevention services must include—

(a) preventative advice appropriate to maintaining low-risk status,

(b) reinforcement of good oral health behaviours, and

(c) periodic review of risk status.

Specific preventative interventions

35. Where clinically indicated, prevention services may include the following interventions—

(a) application of fluoride varnish,

(b) application of fissure sealants,

(c) application of topical fluoride products,

(d) professional tooth cleaning (scale and polish) where this forms part of a preventative strategy,

(e) dietary analysis and counselling,

(f) smoking cessation support and referral, and

(g) other evidence-based preventative interventions as appropriate.

Documentation requirements

36. The contractor must ensure that the following information is recorded in the patient's clinical record in relation to prevention services—

(a) the date on which prevention services were provided,

(b) the member of the dental team who provided the prevention services,

(c) the specific preventative advice and interventions provided,

(d) the patient's risk assessment in relation to oral disease,

(e) any preventative products recommended or provided,

(f) any onward referrals made (e.g., to smoking cessation services),

(g) the patient's response to preventative advice where relevant, and

(h) the planned preventative strategy for future appointments.

Patient information materials

37.—(1) The contractor must ensure that appropriate patient information materials are available to support the delivery of prevention services, including—

(a) written information on oral hygiene techniques,

(b) dietary advice for oral health,

(c) information on fluoride use,

(d) smoking cessation resources,

(e) oral cancer awareness materials, and

(f) age-specific oral health information.

(2) Patient information materials must be—

(a) evidence-based and consistent with current guidance,

(b) available in Welsh and English,

(c) available in formats accessible to patients with communication needs or disabilities,

(d) culturally appropriate, and

(e) updated regularly to reflect current evidence and guidance.

Monitoring and audit

38.—(1) The Local Health Board must monitor the contractor's delivery of prevention services by conducting a minimum of three of the following actions in each financial year —

(a) review of clinical records,

(b) patient feedback and surveys,

(c) analysis of oral health outcomes,

(d) audit of preventative interventions provided, and

(e) assessment of compliance with evidence-based guidance.

(2) The contractor must—

(a) participate in audits of the prevention services delivered, as required by the Local Health Board,

(b) provide evidence of the prevention services delivered upon request,

(c) demonstrate compliance with evidence-based guidance,

(d) participate in quality improvement activities relating to prevention, and

(e) carry out continuing professional development in preventative dentistry.

Breach of prevention requirements

39. Failure by a contractor to provide prevention services in accordance with this Part may constitute a breach of contract and may result in the Local health Board—

(a) finding a contract breach and the issuing of a remedial notice or breach of contract notice, as defined by paragraph 69 of Schedule 3,

(b) issuing requirements to carry out remedial action,

(c) requiring enhanced monitoring of prevention service delivery,

(d) issuing requirements for additional training or professional development, or

(e) taking other contractual consequences measures as specified in Schedule 3.

Payments

40. The Local Health Board must arrange for each contractor to be remunerated for the provision of prevention services through a capitation payment in accordance with paragraph 40 and any directions issued by the Welsh Ministers under section 60 of the 2006 Act.

Capitation payment for prevention appointments that occur within 18 months of a previous appointment

41.—(1) The contract must provide that—

(a) the contractor receives a capitation payment equivalent to 5% of the annual contract value to cover the provision of prevention services to all patients;

(b) the capitation payment is made in equal monthly instalments throughout the contract year;

(c) the capitation payment may not be subject to financial recovery based on activity levels, provided that the contractor is delivering prevention services in accordance with this Part;

(d) where monitoring or audit by or on behalf of the Local Health Board reveals that the contractor is not delivering prevention services in accordance with this Part, the Local Health Board may—

(i) require remedial action to be taken within a specified timeframe,

(ii) withhold future capitation payments until compliance is demonstrated,

(iii) recover capitation payments already made in respect of periods during which prevention services were not properly provided, or

(iv) take other action in accordance with the breach of contract provision in Schedule 3.

(2) The capitation payment under paragraph 40(1) remunerates the contractor for—

(a) preventative advice and interventions provided as part of new patient assessments,

(b) preventative advice and interventions provided as part of recall appointments,

(c) preventative advice and interventions provided as part of care packages,

(d) standalone preventative appointments where clinically indicated,

(e) application of fluoride varnish where clinically indicated,

(f) provision of patient information materials,

(g) time spent by all members of the dental team in delivering prevention services, and

(h) administrative costs associated with documenting and monitoring prevention service delivery.

Capitation payments for recalls when it is 18 months since the previous appointment

42.—(1) The contract must provide that—

(a) the contractor receives a capitation payment equivalent to 3% of the annual contract value to remunerate the contractor for the provision of recall appointments which are over 18 months later than the previous appointment;

(b) the capitation payment is made in equal monthly instalments throughout the contract year;

(c) subject to sub-paragraph (d), the capitation payment cannot be subject to financial recovery based on activity levels, provided that the contractor is delivering prevention services in accordance with this Part;

(d) where monitoring or audit reveals that the contractor is not delivering prevention services in accordance with sub-paragraph (2)(a) below, the Local Health Board may—

(i) require remedial action to be taken within a specified timeframe,

(ii) withhold future capitation payments until compliance is demonstrated,

(iii) recover capitation payments already made in respect of periods during which prevention services were not properly provided, or

(iv) take other action in accordance with the breach of contract provisions in Schedule 3.

(2) The capitation payment under paragraph 41(1) remunerates the contractor for—

(a) the recall of at least 80% of low risk active patients who are subject to recall intervals of between 18 and 24 months,

(b) preventative advice and interventions provided as part of those low risk patient recall appointments, and

(c) application of fluoride varnish as part of those low risk recall appointments, where clinically indicated.

Preventative intervention during a care package

43. Specific preventative interventions that form part of a care package (such as fissure sealants or extensive dietary counselling) are remunerated through the care package payment under paragraph 19 and not through the prevention capitation payments under paragraph 40 or 41 as the case may be.

Continuing professional development

44.—(1) The contractor must ensure that all members of the dental team involved in delivering prevention services carry out regular continuing professional development in preventative dentistry, including—

(a) updates on evidence-based preventative guidance,

(b) training in behaviour change techniques,

(c) training in delivering prevention services to diverse patient groups,

(d) training in the use of digital technology for prevention service delivery, and

(e) other relevant professional development as appropriate.

(2) The contractor must retain evidence of continuing professional development in preventative dentistry for 24 months from the date the continuing professional development was undertaken and make this available to the Local Health Board upon request for audit purposes.

De-listing notification – prevention services

45. Upon initiating de-listing, the contractor must—

(a) notify the patient in writing of the intention to remove them from their list of active patients, including the reasons and the number of missed appointments,

(b) provide the patient with an opportunity to respond within 14 clear days and if they do respond consider whether the delisting process should be stopped, and

(c) record the missed appointments and correspondence in the patient's clinical record.

De-listing after 36 months

46. If an active patient has not attended an appointment with the contractors practice for a period of 36 months the contractor must—

(a) de-list the patient, and

(b) advise the patient to register on the Dental Access Portal for reallocation.

PART 5

NATIONAL PRIORITIES

47. The contract must require that contractors make arrangements to pursue National Priorities in accordance with the National Priorities Scheme.

48. The National Priorities Scheme means making arrangements for the delivery of selected items from the list below in accordance with directions issued by the Welsh Ministers under section 60(3)(b)(i) of the 2006 Act—

(a) quality improvement,

(b) quality management

(c) addressing inequality,

(d) improving access to services for targeted cohorts of patients,

(e) developing new service delivery models including integrated care for management of chronic disease,

(f) developing the use of a variety of dental professionals to deliver dental care more effectively and efficiently,

(g) digital delivery of services,

(h) improving infection prevention and control, and

(i) sustainability (greener dentistry).

SCHEDULE 2

Regulation 14

CARE PACKAGES

Title	*Description*
Simple Restorative Care Package	Includes fillings, temporary crowns, Hall crowns and extractions up to a total of 4 teeth.

Extensive Restorative Package	As per simple restorative package for 5 to 8 teeth. Composite material for anterior teeth (canine to canine). Posterior teeth to use clinically appropriate materials, which include both amalgam and amalgam alternatives.
Periodontal Care Package (maximum of two per patient per year)	Entry assessed on engagement from assessment, but patient must achieve minimum of 30% plaque score by 3rd Oral Health Education visit. Includes plaque score and tailored oral health instruction, 6 point pocket chart, professional mechanical plaque removal and pocket debridement. Contract holders expected to follow guidance such as the Society of British Periodontology guidance on managing patients with periodontal disease.
Denture Care Package	Excludes laboratory charges (to be paid directly by the patient, unless exempt from NHS charges). Includes upper and lower dentures, including Cobalt Chrome dentures if clinically indicated
Stabilisation Care Package	For patients who present with 7+ carious teeth, where at least two of the teeth have caries extending to close proximity or into the pulp and the patient is keen to engage. Includes extractions, DBOH prevention, glass ionomer intermediate restorations, pulp extirpation, removal of plaque retentive factors.
Anterior Root Canal Package	For up to two teeth 1-3, includes any permanent restorations.
Posterior Root Canal Package	Posterior and pre-molar root canal package, for up to two teeth. Includes second molars if the tooth is strategically necessary to maintain dentition (e.g. patients who have a lack of posterior support, a medical reason to retain etc.). Includes any cuspal coverage needed, excluding laboratory charge (paid by patients, unless exempt from NHS charges).
Crown Bridge, Inlay, Onlay and Veneer Care Package (limited to 10% of overall care package delivery)	Excludes temporary restorations. Up to a 3 unit bridge or up to two crowns or where a crown and bridge are both provided a single cantilever bridge and single crown would be provided under a single care package. Includes study models, posts and cores etc. Excludes laboratory charges.
Miscellaneous Care Package	For treatment and interventions for patients that fall outside a current care package or outside the guarantee period. Includes: denture repair/addition/reline, denture ease, study models, bite raising appliance, biopsy, repair/recement of a crown, bridge or veneer, removal of sutures, pericoronitis, ANUG, orthodontic urgent issues, arrest of haemorrhage (for extractions carried outside of a care package), dry socket (for extractions carried outside of a care package). Excludes any laboratory charge.

1. Periodontal care packages are limited to two a year for each patient.

2. Total provision of crown bridge, inlay, onlay and veneer care packages must not exceed 10% of annual contract value annually unless prior written approval has been obtained from the Local Health Board.

3. Urgent treatment for active patients may, where clinically appropriate, be delivered as a care package within the urgent appointment or subsequent appointments where necessary.

SCHEDULE 3

Regulations 2, 9(5),9(7), 13(3)(a), 17(6), 19(1), 19(3), 23, 26, 29, 33(1)

OTHER CONTRACTUAL TERMS

PART 1

PATIENTS

Persons to whom mandatory services are to be provided

1.—(1) Subject to sub-paragraphs (3) and (5), the contractor may agree to provide mandatory services under the contract to any new patient or active patient if a request is made for such services by—

(a) the person who requires the services, or

(b) a person specified in sub-paragraph (2), on behalf of the person who requires those services.

(3) For the purposes of sub-paragraph (1), a request for services may be made—

(a) on behalf of any child by—

(i) either parent,

(ii) a person duly authorised by a local authority to whose care the child has been committed under the 1989 Act, or

(iii) a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of that Act, or

(b) on behalf of any adult who is incapable of making such a request or authorising such a request to be made on their behalf, by a relative or the primary carer of that person.

(4) The contractor may refuse to provide mandatory services in relation to a person falling outside a specified group of persons only where the contract provides for the contractor to provide such services to a specified group.

(5) The contractor may refuse to provide services under the contract to a person if it has reasonable grounds for doing so which do not relate to—

(a) any protected characteristics under the Equality Act 2010, social class, appearance or medical or dental condition(**29**), or

(b) a person's decision or intended decision to accept or refuse private dental services in respect of himself or herself or a family member.

(6) Sub-paragraph (1) does not apply—

(a) where the contractor is providing mandatory services in a prison, or

(b) in any event to dental public health functions.

(**29**) 2010 c. 15.

Patient preference of dental practitioner

2.—(1) Where the contractor has agreed to provide services to a patient it must—

(a) inform the patient (or, in the case of a child or adult to whom paragraph 1(2)(b) applies, the person who made the request on their behalf) of the patient's right to express a preference to receive services from a particular practitioner, and

(b) record in writing any such preference expressed by or on behalf of the patient.

(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 patient, or

(b) does not routinely perform the services required by the patient within the practice.

(3) This paragraph does not apply—

(a) where the contractor is providing mandatory services in a prison, or

(b) in any event to dental public health functions.

Violent patients

3.—(1) Where a patient of the contractor has—

(a) committed an act of violence against any of the persons specified in sub-paragraph (3),

(b) behaved in such a way against any of the persons specified in sub-paragraph (3) that the person has feared for their safety, or

(c) behaved in such a way that in the reasonable opinion of the contractor any of the persons specified in sub-paragraph (3) would be at risk if services were provided to that patient,

the contractor may refuse to provide services to the patient or may terminate the provision of services to the patient.

(2) If the circumstances described in sub-paragraph (1) have taken place and the contractor has decided it is no longer willing to provide services to that patient the contractor must notify the Local Health Board of this decision within 7 clear days of the decision being made and begin the de-listing process, if relevant.

(3) The reference to person in sub-paragraph (1) means—

(a) the contractor where it is an individual dental practitioner,

(b) in the case of a contract with two or more individuals practising in partnership, a partner in that partnership,

(c) in the case of a contract with a dental corporation, a director, chief executive, company secretary or member of, or a legal and beneficial owner of shares in, that corporation,

(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 were provided to the patient under the contract.

(4) Notification under sub-paragraph (2) may be given by any means including telephone, fax or email but if not given in writing, must be confirmed in writing within 7 clear days (and for this purpose a faxed or email notification is not a written one).

(5) The time at which the contractor notifies the Local Health Board is the time at which it makes the telephone call or sends or delivers the notification to the Local Health Board.

(6) The Local Health Board must—

(a) acknowledge in writing receipt of the notice from the contractor under sub-paragraph (2),

(b) ensure the effect of the notice is recorded on the Dental Access Portal so as to prevent re-allocation of that patient to that contractor, and

(c) take all reasonable steps to inform the patient concerned as soon as is reasonably practicable.

Patients who refuse to pay NHS charges before the start of, or during, treatment

4.—(1) If the contractor has, in accordance with Schedule 5, requested that the patient pay a charge in respect of that course of treatment and that patient has failed to pay that charge, the contractor may—

(a) refuse to begin a course of treatment, or

(b) terminate a course of treatment before its completion, and

where it has ended a course of treatment in accordance with sub-paragraph (a) or (b), begin the de-listing process.

(2) Where the contractor refuses to provide services or has terminated a course of treatment under sub-paragraph (1), the contractor must notify the Local Health Board within 7 clear days and if the contractor has initiated the de-listing process notify it of this.

(3) Notification under sub-paragraph (2) may be given by any means including telephone, fax or email but if not given in writing, must be confirmed in writing within 7 clear days (and for this purpose a faxed or email notification is not a written one).

(4) If the notification under sub-paragraph (2) confirms de-listing has been initiated the Local Health Board must—

(a) acknowledge in writing receipt of the notice from the contractor under sub-paragraph (2),

(b) ensure the effect of the notice is recorded on the Dental Access Portal so as to prevent re-allocation of that patient to that contractor, and

(c) take all reasonable steps to inform the patient concerned as soon as is reasonably practicable.

Irrevocable breakdown in relationship between contractor and patient

5.—(1) The contractor must notify the Local Health Board within 7 days of making the decision that it is no longer willing to provide services to a patient under the contract where—

(a) in the reasonable opinion of the contractor, there has been an irrevocable breakdown in the relationship between the patient and that contractor, and

(b) notification of such a breakdown has been given to the patient by the contractor.

(2) Where a notification under sub-paragraph (1) has been sent to the Local Health Board the contractor must begin the de-listing process.

(3) The notification under sub-paragraph (1) and (1)(b) may be given by any means including telephone, fax or email but if not given in writing, must be confirmed in writing within 7 clear days (and for this purpose a faxed or email notification is not a written one).

(4) Upon receipt of the notification under sub-paragraph (1) the Local Health Board must—

(a) acknowledge in writing receipt of the notice from the contractor under sub-paragraph (1),

(b) ensure the effect of the notice is recorded on the Dental Access Portal so as to prevent re-allocation of that patient to that contractor, and

(c) take all reasonable steps to inform the patient concerned as soon as is reasonably practicable.

PART 2
PROVISION OF SERVICES

Course of treatment

6.—(1) Except in the case of dental public health functions, the contractor must provide mandatory services to a patient by providing a course of treatment to that patient.

(2) The contractor must use its best endeavours to ensure that a course of treatment is completed within a reasonable time from the date on which—

(a) the treatment plan was written in accordance with paragraph 7(1), or

(b) where a treatment plan is not required pursuant to that paragraph, the initial examination and assessment of the patient took place.

(3) Where a contractor provides urgent treatment to a patient, the urgent treatment provided constitutes a course of treatment and no other services are to be provided during that course of treatment.

(4) Any further services to be provided to that patient under the contract must be provided as a new course of treatment if a course of treatment is—

(a) ended before it has been completed, or

(b) otherwise not completed within a reasonable time.

(5) A course of treatment may only be ended by—

(a) the contractor—

(i) when the circumstances referred to in paragraph 3(1) of this Schedule (violent patients) occur and notice that it is no longer willing to provide services has been given to the Local Health Board,

(ii) where the patient has refused to pay a charge in the circumstances referred to in paragraph 4 of this Schedule (patients who refuse to pay NHS charges before the start of, or during, treatment), or

(iii) where, paragraph 5 (irrevocable breakdown in relationship between contractor and patient) applies and notice has been given to the patient and the Local Health Board,

(b) the patient, or

(c) a person specified in paragraph 1(2) of this Schedule acting on the patient's behalf.

(6) If the contractor is unable to complete the course of the treatment which has been started for reasons beyond its control, the contractor must give notice to the Local Health Board within 14 clear days of the extent of the treatment so provided and the reason for the inability to complete the remainder.

Treatment plans

7.—(1) Where the contractor agrees to provide a course of treatment as part of a care package to a patient, it must, at the time of the initial examination and assessment of that patient, ensure that the patient is provided with a treatment plan on a form supplied for that purpose by the Local Health Board which must specify—

(a) the name of the patient,

(b) the name of the contractor,

(c) details of the places where the patient is intended to receive the services,

(d) the telephone number at which the contractor may be contacted during normal surgery hours,

(e) details of the services (if any) which are, at the date of the examination, considered necessary to secure the oral health of the patient,

(f) the NHS charge, if any, in respect of those services if provided pursuant to the contract, and

(g) any proposals the contractor may have for private dental services as an alternative to the services proposed under the contract, including details of the cost to the patient if they were to accept the provision of private dental services.

(2) If the patient, having considered the treatment plan provided pursuant to sub-paragraph (1), decides to accept the provision of private dental services in place of all or part of services under the contract, the contractor must ensure that the patient signs the treatment plan in the appropriate place to indicate that they have understood the nature of private dental services to be provided and their acceptance of those services.

(3) Where the services included in the treatment plan under this paragraph need to be varied, the contractor must provide the patient with a revised treatment plan in accordance with sub-paragraph (1).

(4) Subject to paragraph 6(5), the contractor must provide the services which are detailed in the treatment plan, or where the treatment plan is revised, the revised treatment plan.

(5) Where a patient requests the contractor to provide them with a summary of the care and treatment provided under the treatment plan because they intend to receive services from another contractor, the contractor must provide them with such a summary as they consider appropriate (including details of the care and treatment which could not easily be observed on visual examination).

(6) The summary referred to in sub-paragraph (5) must be supplied to the patient on a form supplied for that purpose by the Local Health Board within 28 clear days of that request.

Completion of courses of treatment

8.—(1) The contractor must indicate on the form supplied to the Local Health Board pursuant to paragraph 38(3) whether the course of treatment was completed, and if the course of treatment was not completed, provide the reason for the failure to complete the course of treatment.

(2) If the Local Health Board—

(a) decides that the number of courses of treatment provided by the contractor which have not been completed is excessive, and

(b) does not consider that the reasons given by the contractor for the failure to complete the courses of treatment are satisfactory,

it is entitled to exercise its powers under paragraph 57(2) on the grounds that the contractor is not, pursuant to paragraph 6(2), using its best endeavours to ensure courses of treatment are completed.

Referral to another contractor, a hospital or other relevant service provider for advanced mandatory, domiciliary or sedation services

9.—(1) Where a patient requires advanced mandatory services, domiciliary services or sedation services that are not provided under the contract by the contractor, the contractor must, if the patient agrees, refer that patient in accordance with sub-paragraph (2) for the provision of a referral service by an alternative contractor, a hospital or other relevant service provider under Part 1 of the 2006 Act.

(2) In referring a patient pursuant to sub-paragraph (1), the contractor must provide—

(a) to the patient being referred, a referral notice on a form supplied for that purpose by the Local Health Board which must specify the services detailed on the treatment plan which are to be carried out by the alternative contractor, hospital or other relevant service provider, and

(b) to the alternative contractor, hospital or other relevant service provider, either at the time of referral or as soon as reasonably practicable thereafter—

(i) a copy of the treatment plan provided to the patient pursuant to paragraph 7,

(ii) a copy of the referral notice, and

(iii) a statement of the amount paid to it, or due to be paid to it, by the patient under the 2006 (Charges) Regulations in respect of the course of treatment during which the referral is made.

(3) Where the patient notifies the contractor, whether verbally or in writing, that they do not wish to be referred to the alternative contractor, hospital or other relevant service provider selected by the contractor, the contractor must, if requested to do so by the patient, use its best endeavours to refer the patient to another suitable contractor, hospital or other relevant service provider under Part 1 of the 2006 Act for the provision of the referral service.

Mixing of services provided under the contract with private dental services

10.—(1) Subject to sub-paragraph 2, a contractor may, with the consent of the patient, provide privately any part of a course of treatment for that patient, including in circumstances where that patient has been referred to the contractor for a referral service.

(2) A contractor may not provide privately as part of a course of treatment under the contract any treatment that involves the administration of general anaesthesia or the provision of sedation.

(3) A contractor must not, with a view to obtaining the agreement of a patient to undergo services privately—

(a) advise a patient that the services which are necessary in their case are not available from the contractor under the contract, or

(b) seek to mislead the patient about the quality of the services available under the contract.

(4) In sub-paragraph (2), "provision of sedation" means the provision of one or more drugs to a patient in order to produce a state of depression of the central nervous system to enable treatment to be carried out.

Repair or replacement of restorations

11.—(1) Subject to sub-paragraph (4), where a restoration specified in sub-paragraph (2) needs to be repaired or replaced the contractor must repair or replace the restoration at no charge to the patient.

(2) The restorations referred to in sub-paragraph (1) are any filling, root filling, inlay, porcelain veneer or crown provided by the contractor to a patient in the course of providing services under the contract, which within the relevant period has to be repaired or replaced to secure oral health.

(3) The repair or replacement of a restoration specified in sub-paragraph (2) is a course of treatment under a care package for the purposes of calculating the proportion of mandatory services under regulation 17 despite no charge being made or recovered in accordance with the 2006 (Charges) Regulations.

(4) Sub-paragraph (1) does not apply where—

(a) within the relevant period, a person other than the contractor has provided treatment on the tooth in respect of which the restoration was provided,

(b) the contractor advised the patient at the time of the restoration and it was recorded on the patient record that the restoration was intended to be temporary in nature,

(c) in the opinion of the contractor, the condition of the tooth in respect of which the restoration was provided is such that the restoration cannot satisfactorily be repaired or replaced and different treatment is now required, or

(d) the repair or replacement is required as a result of trauma.

(5) In this paragraph, "the relevant period" means—

(a) the 12 month period beginning with the date on which the restoration was provided, and ending 12 months after that date in the case of treatment provided at an urgent care appointment, and

(b) the 24 month period beginning with the date on which the restoration was provided, and ending 24 months after that date in the case of treatment provided under a care package.

(6) In this paragraph "repair" or "replace" means the substitution of the same or a similar form of restoration.

Premises, facilities and equipment

12.—(1) The contractor must ensure that the practice premises used for the provision of services under the contract are—

(a) suitable for the delivery of those services, and

(b) sufficient to meet the reasonable needs of the contractor's patients.

(2) The obligation in sub-paragraph (1) includes providing proper and sufficient waiting-room accommodation for patients.

(3) The contractor must provide, in relation to all of the services to be provided under the contract, such other facilities and equipment as are necessary to enable it to properly perform that service.

(4) In this paragraph, "practice premises" includes a mobile surgery.

Telephone services

13.—(1) The contractor must not be a party to any contract or other arrangement under which the number for their telephone services is a mobile telephone number or a premium rate number or charges the person calling more than the basic rate applicable to calls to geographic numbers if that number is used for—

(a) patients to contact the practice for any purpose related to the contract, or

(b) any other person to contact the practice in relation to services provided as part of the health service.

(2) In this paragraph, "mobile telephone number" means a telephone number which starts with the number 07 followed by a further 9 digits.

National Institute for Health and Care Excellence guidance

14. The contractor must provide services under the contract in accordance with any relevant guidance that is issued by the National Institute for Health and Care Excellence(**30**), in particular the guidance entitled "Dental recall— Recall interval between routine dental examinations"(**31**).

Infection control

15. The contractor must ensure that it has appropriate arrangements for infection control and decontamination in accordance with guidance given by the Welsh Ministers.

Treatment under general anaesthesia: prohibition

16. The contractor must not provide any services under the contract that involve the provision of general anaesthesia.

(**30**) The National Institute for Health and Care Excellence is established under sections 232 to 247 of the Health and Social Care Act 2012 (c. 7).
(**31**) This guidance is available from NICE's website, www.nice.org.uk.

Welsh Language

17.—(1) Where the contractor provides dental 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 dental services provided under the contract, the text on the sign or notice must be in English and Welsh, and the contractor may use 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 dental services under the contract who are Welsh speaking, to convey that they are able to speak Welsh.

(5) The contractor must encourage those delivering dental services under the contract to use information and/or attend training courses and events provided by the Local Health Board, so that they can develop—

(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 dental services under the contract.

(6) The contractor must encourage those delivering dental services under the contract to establish and record the Welsh or English language preference expressed by or on behalf of a patient.

PART 3
SUPPLY OF DRUGS AND PRESCRIBING

General

18. The contractor must ensure that any prescription form for listed drugs, medicines or dental appliances issued by a prescriber complies as appropriate with the requirements in this Part.

Supply of drugs

19.—(1) A prescriber may supply to a patient such listed drugs, medicines or dental appliances as are required for immediate use before the issue of a prescription for such drugs, medicines or dental appliances in accordance with paragraph 20.

(2) A prescriber may personally administer to a patient any listed drug or medicine required for the treatment of that patient.

Issue of prescription forms

20.—(1) A prescriber must order such listed drugs, medicines or dental appliances (except for those supplied under paragraph 19) as are required for the treatment of any patient to whom it is providing services under the contract by issuing to the patient a prescription form.

(2) A prescription form must be—

(a) signed by the prescriber, and

(b) issued separately to each patient to whom the contractor is providing services under the contract.

(3) For the purposes of this paragraph, "prescription form" means a form that is supplied for the purposes of this paragraph by the Local Health Board.

Excessive prescribing

21. A prescriber must not prescribe listed drugs, medicines or dental appliances whose cost or quantity, in relation to any patient, is, by reason of the character of that drug, medicine or dental appliance, in excess of that which was reasonably necessary for the proper treatment of that patient.

PART 4
PERSONS WHO PERFORM SERVICES

Dental practitioners

22. A dental practitioner may perform dental services under the contract provided—

(a) they are named in a dental performers list for a Local Health Board in Wales, and

(b) their naming in that list is not subject to a suspension.

Dental care professionals

23. A person may perform dental services under the contract provided they are—

(a) a dental hygienist,

(b) a dental therapist, or

(c) a professional or member of a class as specified in regulations made under section 36A(2) of the 1984 Act, and

(i) they are a dental care professional, and

(ii) their registration in the dental care professionals register established under section 36B of the 1984 Act is not subject to a suspension.

Performers: further requirements

24.—(1) No dental care professional or other person other than one to whom paragraph 23 applies can perform clinical services under the contract unless they are appropriately registered with their relevant professional body and the registration is not subject to a suspension.

(2) Where—

(a) the registration of a dental practitioner, dental care professional or other health care professional, or

(b) a dental practitioner being included in a dental performers list,

is subject to conditions, the contractor must ensure compliance with those conditions in so far as they are relevant to the contract.

(3) No health care professional or other person may perform any clinical services under the contract unless they have such clinical experience and clinical training as are necessary to enable them to properly perform such services.

Conditions for employment and engagement: dental practitioners performing dental services

25.—(1) A contractor must not employ or engage a dental practitioner to perform dental services under the contract unless—

(a) that dental practitioner has provided the contractor with the name and address of the Local Health Board on whose dental performers list their name appears, and

(b) the contractor has checked that the dental practitioner meets the requirements in paragraphs 22 and 23.

(2) Where the employment or engagement of a dental practitioner is urgently needed and it is not possible to check the matters referred to in paragraph 22 in accordance with sub-paragraph (1)(b) before employing or engaging them, they may be employed or engaged on a temporary basis for a single period of up to 7 clear days whilst such checks are made.

Conditions for employment and engagement: persons performing dental services other than dental practitioners

26.—(1) The contractor must not employ or engage a dental care professional to perform dental services unless the contractor has taken reasonable steps to satisfy itself that the dental care professional has the clinical experience and clinical training necessary to enable them to properly perform dental services and the contractor has checked that—

(a) their name is included in the register of dental care professionals, and

(b) their registration in the register of dental care professionals is not subject to a suspension.

(2) Where the employment or engagement of a person specified in sub-paragraph (1) is urgently needed and it is not possible to check their registration in accordance with sub-paragraph (1) (where it applies) before employing or engaging them, they may be employed or engaged on a temporary basis for a single period of up to 7 clear days whilst such checks are made.

(3) When considering a person's experience and training for the purposes of sub-paragraph (1), the contractor must have regard in particular to—

(a) any post-graduate or post-registration qualification held by that person, and

(b) any relevant training and any relevant clinical experience gained by them.

Conditions for employment and engagement: all persons performing dental services

27.—(1) The contractor must not employ or engage a person to perform dental services under the contract unless—

(a) that person has provided two clinical references that relate to two recent posts (which may include any current post) exercising the profession in which they seek employment or engagement with the contractor which lasted for 3 months or more without a significant break, or where this is not possible, that person has provided a full explanation and alternative referees, and

(b) the contractor has checked and is satisfied with the references.

(2) Where the employment or engagement of a person falling within sub-paragraph (1) is urgently needed and it is not possible for the contractor to obtain and check the references in accordance with sub-paragraph (1)(b) before employing or engaging them, they may be employed or engaged on a temporary basis for a single period of up to 14 clear days whilst their references are checked and considered, and for an additional period of a further 7 clear days if the contractor believes 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 3 months starting from the first employment or engagement, the contractor may rely on the references provided on the first occasion, provided that those references are not more than 12 months old.

Conditions for employment and engagement: persons assisting in the provision of services under the contract

28.—(1) Before employing or engaging any person to assist it in the provision of services under the contract, the contractor must take reasonable care to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which they are to be employed or engaged.

(2) The duty imposed by sub-paragraph (1) is in addition to the duties imposed by paragraphs 25 to 27.

(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) their education and training, and

(c) their previous employment or work experience.

Training

29.—(1) The contractor must ensure that arrangements are in place for the purpose of maintaining and updating the skills and knowledge in relation to the services which they are performing or assisting in performing for any dental practitioner or dental care professional who is—

(a) performing dental services under the contract, or

(b) employed or engaged to assist in the performance of such services.

(2) The contractor must give each employee reasonable opportunities to carry out appropriate training with a view to maintaining that employee's competence.

Level of skill

30. The contractor must carry out its obligations under the contract with reasonable care and skill.

Appraisal and assessment

31. The contractor must ensure that any dental practitioner performing services under the contract—

(a) participates in the appraisal system (if any) provided by the Local Health Board unless they participate in the appraisal system provided by another health service body, and

(b) co-operates with an assessment by the NHS Wales Shared Services Partnership, Health Education and Improvement Wales, the Public Services Ombudsman for Wales, NHS Resolution or an equivalent body when requested to do so by the Local Health Board.

Sub-contracting of clinical services

32.—(1) The contractor must not sub-contract any of its rights or duties under the contract to any person in relation to clinical services unless—

(a) it has taken reasonable steps to satisfy itself that—

(i) it is reasonable in all the circumstances, and

(ii) that the person is qualified and competent to provide the service, and

(b) it is satisfied in accordance with paragraphs 77 and 78 that the sub-contractor holds adequate insurance.

(2) Where the contractor sub-contracts any of its rights or duties under the contract in relation to clinical services, it must—

(a) inform the Local Health Board of the sub-contract as soon as is reasonably practicable, and

(b) provide the Local Health Board with such information in relation to the sub-contract as it reasonably requests.

(3) Where the contractor sub-contracts clinical services in accordance with sub-paragraph (1), the parties to the contract are to be deemed to have agreed a variation to the contract which has the effect of adding to the list of the contractor's premises any premises which are to be used by the sub-contractor for the purpose of the sub-contract and paragraph 60 does not apply.

(4) A contract with a sub-contractor must prohibit the sub-contractor from sub-contracting the clinical services it has agreed with the contractor to provide.

PART 5

RECORDS, INFORMATION, NOTIFICATIONS AND RIGHTS OF ENTRY

Patient records

33.—(1) The contractor must ensure that a full, accurate and contemporaneous record is kept in the patient record in respect of the care and treatment given to each patient under the contract, including treatment given to a patient who is referred to the contractor.

(2) The patient record must be stored in electronic form, but the contemporaneous record may be recorded electronically or otherwise.

(3) Physical records, for example handwritten contemporaneous notes and study casts, must be stored appropriately and indexed to the electronic record.

(4) The patient record must include details of any private dental services (to the extent that they are provided with services under the contract) and must be kept with—

(a) a copy of any treatment plan or referral treatment plan given to the patient in accordance with paragraph 7 of this Schedule,

(b) all radiographs, photographs and study casts taken or obtained by it as part of the services provided to that patient,

(c) where the patient is an exempt patient—

(i) the written declaration form prescribed by the Local Health Board, in respect of exemption under section 126 of the 2006 Act, and

(ii) a note of the evidence in support of that declaration, and

(d) the statement concerning any custom-made devices provided by any person as a consequence of regulation 15 of the Medical Devices Regulations 2002(**32**) (procedures for custom-made devices) in respect of services being provided to that patient.

(5) The patient record and the items referred to in sub-paragraphs (3) and (4) must be retained for a period of 7 years beginning with—

(a) the date on which—

(i) a course of treatment is ended, or

(ii) a course of treatment is completed, or

(b) in respect of courses of treatment not falling within paragraph (a)(i) or (ii) the date by which no more services can be provided as part of that course of treatment by virtue of paragraph 6(4)(b) of this Schedule.

(6) Nothing in this paragraph affects any property right which the contractor may have in relation to the records, radiographs, photographs and study models referred to in this paragraph.

Confidentiality of personal data

34. The contractor must nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it and produce an internal privacy policy.

Information to patients

35.—(1) The contractor must ensure that there is displayed in a prominent position in its practice premises, in a part to which patients have access, and on its website (if it has one)—

(a) in respect of its practice based quality assurance system referred to in paragraph 76, a written statement relating to its commitment to the matters referred to in paragraph 76(4),

(b) such information relating to NHS Charges as is supplied by the Local Health Board for the purposes of providing information to patients,

(c) information about the procedure for notifying concerns in accordance with Part 6 giving the name and title of the person nominated in accordance with paragraph 49(2)(a) or, in the case of a notification of a concern, the name of the person designated as the senior investigations manager under regulation 8 of the 2011 Regulations, and

(d) details of how to access the practice's privacy policy.

(2) The contractor must—

(**32**) S.I. 2002/618 as amended by S.I.2008/2986, S.I. 2013/2327 and S.I.2020/1478.

(a) compile a document (in this paragraph called a "patient information leaflet") which must include the information specified in Schedule 4,

(b) review its patient information leaflet at least once in every period of 12 months and make any amendments necessary to maintain its accuracy, and

(c) make available a copy of the leaflet, the practice's privacy policy and any updates, to its patients and prospective patients.

(3) The requirements in sub-paragraph (2) do not apply to any contractor to the extent that it provides services to persons detained in prison.

Provision of and access to information: Local Health Board

36. The contractor must, at the request of the Local Health Board—

(a) produce information to the Local Health Board or to a person authorised in writing by the Local Health Board in such format, and at such intervals or within such period, as the Local Health Board specifies, or

(b) allow the Local Health Board, or a person authorised in writing by it to access—

(i) any information which is reasonably required by the Local Health Board for the purposes of or in connection with the contract,

(ii) workforce information, and

(iii) any other information which is reasonably required in connection with the Local Health Board's functions, including the contractor's patient records.

Inquiries about prescriptions and referrals

37.—(1) The contractor must, subject to sub-paragraphs (2) and (3), sufficiently answer any inquiries whether oral or in writing from the Local Health Board concerning—

(a) any prescription form 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 for any other services provided under the 2006 Act, or

(d) the considerations by reference to 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 (1)(b), by a qualified health care professional, or

(b) in the case of sub-paragraph (1)(c) or (1)(d), by a qualified dental practitioner,

appointed in either case by the Local Health Board to assist it in the exercise of its functions under this paragraph and that person produces, on request, written evidence that they are authorised by the Local Health Board to make such inquiry on its behalf.

Notification of a course of treatment etc.

38.—(1) The contractor must, within 2 months of the date upon which—

(a) it completes a course of treatment in respect of mandatory services,

(b) a course of treatment in respect of mandatory services is ended, or

(c) in respect of courses not falling within sub-paragraph (a) or (b), no more services can be provided by virtue of paragraph 6(4)(b) of this Schedule,

send to the Local Health Board the information specified in sub-paragraph (2).

(2) The information referred to in sub-paragraph (1) consists of—

(a) details of the patient to whom it provides services,

(b) details of the services provided (including any dental appliances provided) to that patient,

(c) details of any NHS Charge payable (and paid or outstanding) by that patient, and

(d) in the case of a patient who is an exempt patient, such details of that exemption and the basis of that exemption as the Local Health Board may reasonably request.

(3) In the case of a patient to whom sub-paragraph (2)(d) applies, the contractor must also provide the Local Health Board (or a person authorised on the Local Health Board's behalf) with the written declaration form.

(4) The contractor must send the information required in sub-paragraph (2) to the Local Health Board by means of electronic submission, but the Local Health Board may accept submission of that information in paper form in such exceptional circumstances as the Local Health Board may reasonably decide.

(5) In this paragraph, "electronic submission" means information submitted electronically via a computer system approved by the Local Health Board.

Annual report and review

39.—(1) The Local Health Board must provide to the contractor an annual report in accordance with regulation 24.

(2) Once the Local Health Board has provided the report referred to in sub-paragraph (1), the Local Health Board must arrange with the contractor an annual review of its performance in relation to the contract.

(3) The Local Health Board must prepare a draft record of the review referred to in sub-paragraph (2) for comment by the contractor and, having regard to such comments, produce a final written record of the review.

(4) A copy of the final record referred to in sub-paragraph (3) must be sent to the contractor.

Notifications to the Local Health Board

40.—(1) In addition to any requirements of notification elsewhere in the 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, or

(b) any circumstances which give rise to the Local Health Board's right to terminate the contract under paragraph 65 or 70.

(2) The contractor must, unless it is impracticable for it to do so, notify the Local Health Board in writing within 28 clear days of any occurrence requiring a change in the information about it published by the Local Health Board.

(3) The contractor must give notice in writing to the Local Health Board when a dental practitioner who is performing or is due to perform services under the contract (as the case may be)—

(a) leaves the contractor, and the date upon which they left, or

(b) is employed or engaged by the contractor,

which includes the name of the dental practitioner who has left, or who has been employed or engaged, together with that person's professional registration number.

Notice provisions specific to a contract with a dental corporation

41. A contractor, which is a dental corporation, must give notice in writing to the Local Health Board immediately when—

(a) it passes a resolution, or a court of competent jurisdiction makes an order that the contractor be wound up,

(b) circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the contractor,

(c) circumstances arise which would enable the court to make a winding up order in respect of the contractor, or

(d) the contractor is unable to pay its debts within the meaning of section 123 of the 1986 Act (definition of inability to pay debts).

Notice provisions specific to a contract with two or more individuals practising in partnership

42.—(1) A contractor which is a partnership must give notice in writing to the Local Health Board immediately when—

(a) a partner leaves or informs their partners that they intend to leave the partnership, and the date upon which they left or are due to leave the partnership, or

(b) a new partner joins the partnership.

(2) A notice under sub-paragraph (1)(b) must—

(a) state the date that the new partner joined the partnership,

(b) confirm that the new partner is a dental practitioner,

(c) confirm that the new partner meets the conditions imposed by regulation 4 (general conditions relating to all contracts), and

(d) state whether the new partner is a general or a limited partner.

Notifications to patients following a variation of the contract

43. Where the contract is varied in accordance with Part 8 of this Schedule and, as a result of that variation there are changes in the range of services provided by the contractor, the contractor must ensure that, at least 28 clear days before that change is due to take effect, there is displayed in a prominent position in its practice premises, in a part to which patients have access, written details of that change.

Entry and inspection by the Local Health Board

44.—(1) Subject to the conditions in sub-paragraph (2) the contractor must allow persons authorised in writing by the Local Health Board to enter and inspect the 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) entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

(3) In this paragraph "premises" includes a mobile surgery.

Entry and inspection by the Welsh Ministers

45. The contractor must allow persons authorised by the Welsh Ministers to enter and inspect premises in accordance with section 72 of the Health and Social Care (Community Health and Standards) Act 2003(**33**) (right of entry).

PART 6
CONCERNS

Concerns

46.—(1) The contractor must establish and operate arrangements which meet the requirements of the 2011 Regulations(**34**) to deal with any concerns notified about any matter reasonably connected with the provision of services under the contract.

(2) The following matters are excluded from consideration under the arrangement under sub-paragraph (1)—

(a) a concern which is resolved to the satisfaction of the person who notified the concern not later than the next working day after the day on which the concern was notified;

(b) a concern which is being or has been investigated by the Public Services Ombudsman for Wales;

(c) a concern the subject matter of which is, or becomes, the subject of civil proceedings (including the pre-action stage of those proceedings);

(d) a concern the subject matter of which has previously been considered in accordance with arrangements made under the 2011 Regulations or any relevant complaints procedure;

(e) a concern arising out of an alleged failure to comply with a request for information under the Freedom of Information Act 2000(**35**).

(3) Where the contractor decides that a concern is excluded, it must as soon as reasonably practicable notify in writing the person who notified the concern of its decision

(**33**) 2003 c. 43. The functions of the National Assembly for Wales under section 72 were transferred to the Welsh Ministers by virtue of the Government of Wales Act 2006.
(**34**) S.I. 2011/704.
(**35**) 2000 c. 36.

and the reason for its decision (except in relation to matters resolved by the next working day).

Notification of concerns

47.—(1) A concern may be notified by—

(a) a patient or former patient who is receiving or has received services under the contract,

(b) any person who is affected, or likely to be affected by the action, omission or decision of the contractor, or

(c) a representative acting on behalf of a person mentioned in sub-paragraph (a) who—

(i) has died,

(ii) is a child,

(iii) is unable to notify the concern themselves because they lack capacity within the meaning of the Mental Capacity Act 2005(**36**), or

(iv) has requested the representative to act on their behalf.

(2) In this Part, reference to a representative where the patient is a child, includes—

(a) a parent,

(b) a person duly authorised by a local authority who is responsible for the child, or

(c) a person duly authorised by a voluntary organisation by which the child is being accommodated.

(3) Where a patient has died, a concern may be notified by a relative or other adult person who had an interest in their welfare or, where the patient falls within sub-paragraph (2)(a)(ii) or (iii) by the local authority or voluntary organisation respectively.

Period for notifying concerns

48.—(1) A concern must be notified within 12 months after—

(a) the date on which the matter which is the subject of the concern occurred, or

(b) if later, the date on which the matter came to the notice of the person notifying the concern.

(2) The 12 month time limit in sub-paragraph (1) does not apply if the person nominated in accordance with paragraph 49(2)(a), below, is satisfied that—

(a) the person had good reasons for not notifying the concern within that time limit, and

(b) it is still possible to investigate the concern effectively and fairly.

(3) A concern may not be notified 3 or more years after—

(a) the date the matter occurred, or

(b) if later, 3 or more years from the date it came to the notice of the person notifying the concern.

(**36**) 2005 c. 9.

Further requirements for concerns procedures

49.—(1) A concerns procedure arranged in accordance with paragraph 46 must also comply with the requirements set out in sub-paragraphs (2) to (6).

(2) The contractor must nominate—

(a) a person (who need not be connected with the contractor and who, in the case of an individual, may be specified by their job title) to be responsible for the operation of the concerns procedure and the investigation of concerns, and

(b) a partner, or other senior person associated with the contractor, to be responsible for the effective management of the concerns procedure and for ensuring that action is taken in the light of the outcome of any investigation.

(3) A concern may be notified—

(a) in writing,

(b) electronically, or

(c) verbally, either by telephone or in person, to any member of the staff of the contractor.

(4) Where a concern is notified verbally, the member of staff to whom the concern has been notified must make a written record of the concern and provide a copy of the written record to the person who notified the concern within 5 working days.

(5) A concern must be—

(a) acknowledged in writing within the period of 5 working days beginning with the day on which the concern was notified in accordance with sub-paragraph (3) or, where that is not possible, as soon as reasonably practicable, and

(b) properly investigated.

(6) Within the period of 30 working days beginning with the day on which the concern was received by the person specified under sub-paragraph (2)(a) or, where that is not possible, as soon as reasonably practicable, the person who notified the concern must be given a written summary of the investigation and its conclusions.

(7) If the contractor is unable to provide a written summary within 30 working days, it must notify the person who notified the concern accordingly and explain the reason why, and send the response as soon as reasonably practicable and within 6 months beginning with the day upon which it received notification of the concern.

(8) At the time it acknowledges notification of a concern, the contractor must offer to discuss with the person who notified the concern—

(a) the way in which the investigation must be handled, including any requirement for consent to use medical records,

(b) the availability of advocacy and support services, and

(c) the period within which the investigation is likely to be completed, and the response is likely to be sent.

(9) If the person who notifies the concern does not accept the offer of a discussion under sub-paragraph (8), the contractor must consider and make a decision upon the matters set out in sub-paragraphs (8)(a) to (c) and write to the person accordingly.

(10) Where the investigation of the concern requires consideration of the patient's dental records, the person specified in sub-paragraph (2)(a) must inform the patient or person acting on their behalf if the investigation involves disclosure of information contained in those records to a person other than the contractor or an employee of the contractor.

(11) The contractor must keep a record of all concerns and copies of all correspondence relating to concerns for a period of at least 7 years from the date on which such concerns were notified, but such records must be kept separate from the patients' dental records.

Co-operation with investigations

50.—(1) The contractor must co-operate with—

(a) any investigation of a concern notified in accordance with the 2011 Regulations in relation to any matter reasonably connected with the provision of services under the contract carried out by—

(i) the Local Health Board,

(ii) the Welsh Ministers, or

(iii) the Public Services Ombudsman for Wales,

(b) any investigation of a concern notified in accordance with the 2011 Regulations by an NHS body or local authority which relates to a patient or former patient of the contractor.

(2) The co-operation required by sub-paragraph (1) includes—

(a) answering questions reasonably put to the contractor by the investigator,

(b) providing any information relating to the concern notified in accordance with the 2011 Regulations reasonably required by the investigator, and

(c) attending any meeting to consider the concern notified in accordance with the 2011 Regulations (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 investigator.

(3) The contractor must inform the Local Health Board, at such intervals as the Local Health Board requires, of the number of concerns it has received under the procedure established in accordance with this Part.

(4) In this paragraph—

"investigator" means the bodies set out in sub-paragraph (1) or their authorised representative;

"local authority" means—

(a) a county council or county borough council in Wales,

(b) any of the bodies listed in section 1 of the Local Authority Social Services Act 1970(**37**) (local authorities),

(c) the Council of the Isles of Scilly, or

(d) a council constituted under section 2 of the Local Government etc, (Scotland) Act 1994(**38**) (constitution of councils);

"NHS body" means a Local Health Board, an NHS trust, an NHS foundation trust, an integrated care board, NHS England or an equivalent body constituted in Scotland or Northern Ireland.

(**37**) 1970 c. 42; section 1 was amended by the Local Government Act 1972 (c. 70), section 195 and by the Local Government (Wales) Act 1994 (c. 19), Schedule 10, paragraph 7.
(**38**) 1994 c. 39.

Withdrawal of concerns

51.—(1) A concern may be withdrawn at any time by the person who notified it.

(2) A person may notify a withdrawal—

(a) in writing,

(b) electronically, or

(c) verbally (by telephone or in person).

(3) The contractor must write to the person who has withdrawn a concern verbally to confirm the verbal withdrawal as soon as practicable.

(4) Where a concern has been withdrawn, the contractor may nevertheless continue to investigate any issues raised if it considers it necessary to do so.

PART 7
DISPUTE RESOLUTION

Local resolution of contract disputes

52. In the case of any dispute arising out of or in connection with the contract, the contractor and the Local Health Board must make every reasonable effort to communicate and co-operate with each other with a view to resolving the dispute, before referring the dispute for determination in accordance with the NHS dispute resolution procedure set out in paragraph 53 or 54 (or, where applicable, before commencing court proceedings).

Dispute resolution: non-NHS contracts

53.—(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 pursuant to Parts 6 of this Schedule, may be referred for consideration and determination to the Welsh Ministers—

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

NHS dispute resolution procedure

54.—(1) The procedure specified in the following sub-paragraphs and paragraph 53 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 2006 Act (where the contract is an NHS contract), or

(b) in accordance with paragraph 55 (where the contract is not an NHS contract).

(2) 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 and circumstances of the dispute.

(3) Any party wishing to refer a dispute as mentioned in sub-paragraph (1) must send the request under sub-paragraph (2) 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.

(4) Where the dispute relates to a contract which is not an NHS contract, the Welsh Ministers may decide the matter itself or, if they consider it appropriate, appoint a person or persons to consider and decide it.

(5) Before reaching a decision as to who should decide the dispute, either under sub-paragraph (4) or under section 7(8) of the 2006 Act, the Welsh Ministers must, within the period of 7 clear days beginning with the date on which a matter was referred to them, 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.

(6) The Welsh Ministers must give, with the notice given 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 matter was referred for dispute resolution.

(7) The Welsh Ministers must give a copy of any representations 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.

(8) 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 (5) or (7), 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 paragraph (2), (5) or (7).

(9) 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 would assist in the consideration of the matter.

(10) Where the adjudicator consults another person under sub-paragraph (9)(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.

(11) In considering the matter, the adjudicator must consider—

(a) any written representations made in response to a request under sub-paragraph (5), but only if they are made within the specified period,

(b) any written observations made in response to a request under sub-paragraph (7), but only if they are made within the specified period,

(c) any oral representations made in response to an invitation under sub-paragraph (9)(a),

(d) the results of any consultation under sub-paragraph (9)(b), and

(e) any observations made in accordance with an opportunity given under sub-paragraph (10).

(12) 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 the period as so extended.

(13) Subject to the other provisions of this paragraph and paragraph 57, 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 dispute

55.—(1) The adjudicator must record the determination and the reasons for it, in writing and give notice of the determination (including the record of the reasons) to the parties.

(2) In the case of a contract referred for determination in accordance with paragraph 54(1), section 7(12) of the 2006 Act applies as that subsection applies in the case of a contract referred for determination in accordance with section 7(6) of the 2006 Act.

Interpretation of Part 7

56.—(1) In this Part, reference to 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 survive even where the contract has ended.

PART 8

VARIATION AND TERMINATION OF CONTRACTS

Variation of a contract: general

57.—(1) Subject to sub-paragraph (2) and paragraphs 58(6), 59(6) and 71, 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 58(6), 59(6) and 71, 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 2006 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 takes effect.

(3) Where it is reasonably practicable to do so, the date that the proposed variation takes effect must be not less than 14 clear days after the date on which the notice under sub-paragraph (2)(b) is served on the contractor.

Variation provisions specific to a contract with an individual dental practitioner

58.—(1) If a contractor which is an individual dental 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 dental practitioner to that of a partnership, which must be not less than 28 clear 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 sub-paragraph (c)—

(a) confirm that they are either—

(i) a dental practitioner, or

(ii) a person who satisfies the conditions specified in section 59 of the 2006 Act,

(b) confirm that they are a person who satisfies the conditions imposed by regulation 4, and

(c) state whether or not it is a limited partnership, and if so, who the limited and who the general partners are,

and the notice must be signed by the individual dental practitioner and by the person, or each of the persons (as the case may be), with whom they are proposing to practise in partnership.

(3) The contractor must ensure that any person who practises in partnership with it is bound by the contract, whether by virtue of a partnership deed 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 within 14 clear days 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) must be 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 must 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 is necessary to reflect the change in status of the contractor from an individual dental 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 takes effect.

Variation provisions specific to a contract with two or more individuals practising in partnership

59.—(1) Subject to sub-paragraph (4) and in accordance with sub-paragraph (2), where a contractor consists of two or more individuals practising in partnership in the event that the partnership is ended or dissolved, the contract may only continue with one of the former partners if that partner is—

(a) nominated in accordance with sub-paragraph (3), and

(b) a dental practitioner.

(2) A contractor must notify the Local Health Board in writing at least 28 clear 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 dental 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 dental practitioner,

(b) nominate the dental practitioner with whom the contract continues, who must be one of the existing partners, and

(c) be signed by all of the persons who are practising in partnership.

(4) If a partnership is ended or dissolved because, in a partnership consisting of two individuals practising in partnership, one of the partners has died, sub-paragraphs (1) to (3) do not apply and—

(a) the contract continues with the individual who has not died only if that individual is a dental practitioner, and

(b) that individual must in any event notify the Local Health Board in writing as soon as is reasonably practicable of the death of their partner.

(5) When the Local Health Board receives a notice pursuant to sub-paragraph (2) or (4)(b), it must acknowledge receipt of the notice in writing, and in relation to a notice served pursuant to sub-paragraph (2), the Local Health Board must do so before the date specified pursuant to sub-paragraph (3)(a).

(6) Where a contractor gives notice to the Local Health Board pursuant to sub-paragraph (2) or (4)(b), the Local Health Board may vary the contract but only to the extent that it is satisfied is necessary to reflect the change in status of the contractor from a partnership to an individual dental practitioner.

(7) If the Local Health Board varies the contract pursuant to sub-paragraph (6), it must notify the contractor in writing of the wording of the proposed variation and the date upon which that variation takes effect.

Termination by agreement

60. 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 should take effect and any further terms upon which the contract should be terminated.

Termination on the death of an individual dental practitioner

61.—(1) Where the contract is with an individual dental practitioner and that dental practitioner dies, the contract terminates at the end of the period of 28 days after the date of their death unless, before the end of that period—

(a) subject to sub-paragraph (2), the Local Health Board has agreed in writing with the contractor's personal representatives that the contract should continue for a further period, not exceeding 6 months after the end of the period of 28 clear days, and

(b) the contractor's personal representatives have confirmed in writing to the Local Health Board that they are employing or engaging one or more dental practitioners to assist in the provision of dental services under the contract throughout the period for which it continues.

(2) Where the Local Health Board is of the opinion that another contractor may wish to enter into a contract in respect of the mandatory services which were provided by the deceased dental practitioner, the six month period referred to in sub-paragraph (1)(a) may be extended by a period not exceeding 6 months as may be agreed between the Local Health Board and the deceased contractor's personal representatives.

(3) Sub-paragraph (1) does not affect any other rights to terminate the contract which the Local Health Board may have under paragraph 60 and paragraphs 62 to 70.

Termination by the contractor

62.—(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 terminates on a date 6 months after the date on which the notice is served ("the termination date"), but if the termination date is not the last calendar day of a month, the contract instead terminates on the last calendar day of the month in which the termination date falls.

(3) This paragraph and paragraph 63 are without prejudice to any other rights to terminate the contract that the contractor may have.

Late payment notices

63.—(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 a term of the contract that has the effect specified in regulation 30 (finance), 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 clear 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 that were 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 clear 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 55 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.

Termination by the Local Health Board: general

64. The Local Health Board may only terminate the contract in accordance with the provisions in this Part.

Termination by the Local Health Board: no longer eligible to enter into and breach of conditions of the contract

65.—(1) Subject to sub-paragraph (2), the Local Health Board must serve notice in writing on the contractor terminating the contract immediately if—

(a) the contract was entered into pursuant to section 59 of the 2006 Act (persons eligible to enter into GDS contracts, and

(b) the contractor is no longer a dental practitioner.

(2) Where a contractor ceases to be a dental practitioner by virtue 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 dental 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 immediately—

(i) the safety of the contractor's patients is at risk, or

(ii) the Local Health Board is at risk of material financial loss.

(3) Except in a case to which paragraph 59(4) applies, where the contractor is two or more persons practising in partnership and the conditions prescribed in section 59 of the 2006 Act are no longer satisfied, the Local Health Board must—

(a) serve notice in writing on the contractor terminating the contract immediately, or

(b) serve notice in writing on the contractor confirming that the Local Health Board intends to allow the contract to continue for a period specified by the Local Health Board in accordance with sub-paragraph (4) (the "interim period") if the Local Health Board is satisfied that the contractor has in place adequate arrangements for the provision of dental services for the interim period.

(4) The period specified by the Local Health Board under sub-paragraph (3)(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 section 59 of the 2006 Act is the result of a suspension referred to in sub-paragraph (6), the period for which that suspension continues.

(5) Where the contract was entered into pursuant to section 59 of the 2006 Act, but the contractor ceases to be a dental corporation, the Local Health Board must serve notice in writing on the contractor terminating the contract immediately.

(6) The suspensions referred to in sub-paragraphs (2) and (4)(b) are—

(a) suspension by a Practice Committee under section 27B or 27C of the 1984 Act, except under section 27C(1)(d) (indefinite suspension), following a relevant determination,

(b) suspension by a Practice Committee under section 30(1) of the 1984 Act (orders for immediate suspension and immediate conditional registration), or

(c) suspension by a Practice Committee under section 32 of the 1984 Act (interim orders).

(7) For the purposes of sub-paragraph (6)(i), a "relevant determination" is a determination that a person's fitness to practise is impaired based solely on the ground mentioned in—

(a) section 27(2)(b) of the 1984 Act (deficient professional performance), or

(b) section 27(2)(c) of the 1984 Act (adverse physical or mental health).

Termination by the Local Health Board for the provision of untrue etc. information

66. The Local Health Board may serve notice in writing on the contractor terminating the contract immediately, 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 42(2),

in relation to the conditions set out in regulation 4 (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

Termination by the Local Health Board on grounds of suitability etc.

67.—(1) The Local Health Board may serve notice in writing on the contractor terminating the contract immediately, or from such date as may be specified in the notice if —

(a) in the case of a contract with a dental practitioner, that dental practitioner,

(b) in the case of a contract with two or more individuals practising in partnership, any individual or the partnership, and

(c) in the case of a contract with a dental corporation—

(i) the corporation, or

(ii) any director, chief executive or company secretary of the corporation,

falls within sub-paragraph (2) during the existence of the contract or on or after the date on which a notice in respect of their compliance with the conditions in regulation 4 was given under paragraph 42(2) if this was later.

(2) A person falls within this sub-paragraph if—

(a) they are the subject of a national disqualification,

(b) subject to sub-paragraph (3), they are disqualified or suspended (except by any interim suspension order or interim direction made pending the outcome of an investigation, or any suspension imposed on the grounds of ill-health.") from practising by any licensing body anywhere in the world,

(c) subject to sub-paragraph (4), they have been dismissed (except for by reason of redundancy) from any employment by a health service body unless before the Local Health Board has served a notice terminating the contract pursuant to this paragraph, they are employed by the health service body that dismissed them or by another health service body,

(d) they have been removed from, or refused admission to, a dental or medical performers list by reason of inefficiency, fraud or unsuitability unless their name has later been included in such a list,

(e) they have been convicted in the United Kingdom of—

(i) murder, or

(ii) a criminal offence other than murder, committed on or after 26 August 2002, and have been sentenced to a term of imprisonment of over 6 months,

(f) subject to sub-paragraph (5), they have been convicted outside the United Kingdom of an offence—

(i) which would, if committed in England and Wales, constitute murder, or

(ii) committed on or after 26 August 2002, which would if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over 6 months,

(g) they have been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons with respect to which special provisions of this Act apply) or Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply),

(h) they have—

(i) been made bankrupt or had sequestration of their estate awarded or they are a person in relation to whom a moratorium period under debt relief order (under Part 7A of the 1986 Act) applies unless they have been discharged from the bankruptcy or sequestration or the bankruptcy order has been annulled,

(ii) been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A, or a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB, to the 1986 Act, unless that order has ceased to have effect or has been annulled,

(iii) made a composition or arrangement with, or granted a trust deed for their creditors unless they have been discharged in respect of it, or

(iv) been wound up under Part IV of the 1986 Act,

(i) there is—

(i) an administrator, administrative receiver or receiver appointed in respect of it, or

(ii) an administration order made in respect of it under Schedule B1 to the 1986 Act,

(j) that person 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,

(k) they have been—

(i) removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which they were responsible or to which they were privy, or which, by their conduct, contributed to or facilitated, or

(ii) disqualified under section 69B of the Charities and Trustee Investment (Scotland) Act 2005 (disqualification from holding office with senior management functions), from being concerned in the management or control of any body,

(l) they are subject to a disqualification order under the Company Directors Disqualification Act 1986(**39**), the Companies (Northern Ireland) Order 1986(**40**) or to an order made under section 429(2)(b) of the 1986 Act (failure to pay under county court administration order), or

(m) they have refused to comply with a request by the Local Health Board for them to be medically examined on the grounds that it is concerned that they are 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 dental corporation, the Local Health Board is not satisfied that the contractor is taking adequate steps to deal with the matter.

(3) A Local Health Board must not terminate the contract pursuant to sub-paragraph (2)(b) 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 individuals practising in partnership, or

(c) in the case of a contract with a dental corporation, a director, chief executive or company secretary of the corporation.

(4) A Local Health Board must not terminate the contract pursuant to sub-paragraph (2)(c)—

(a) until a period of at least 3 months has elapsed since the date of the dismissal of the person concerned, or

(b) if, during the period of time specified in paragraph (a), the person concerned brings proceedings in any competent tribunal or court in respect of their 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.

(**39**) 1986 c. 46.
(**40**) S.I. 1986/1032 (N.I. 6).

(5) A Local Health Board must not terminate the contract pursuant to sub-paragraph (2)(f) 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 individuals practising in partnership, or

(c) in the case of a contract with a dental corporation, a director, chief executive or company secretary of the corporation,

as the case may be.

(6) In this paragraph "health service body" includes the bodies known at the relevant time as a Strategic Health Authority, a Primary Care Trust, a Clinical Commissioning Group and an Integrated Care System.

Termination by the Local Health Board: patient safety and material financial loss

68. The Local Health Board may serve notice in writing on the contractor terminating the contract immediately 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 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: remedial notices and breach of contract notices

69.—(1) Where a contractor has breached the contract other than as specified in paragraphs 66 to 68 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) The notice period must be no less than 28 clear days from the date that notice is given, 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.

(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 66 to 68 and the breach is not capable of remedy, the Local Health Board may serve written notice on the contractor requiring the contractor not to repeat the breach ("breach of contract notice").

(6) 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 if, following a breach of contract notice or a remedial notice, the contractor—

(a) repeats the breach that was the subject of the breach of contract notice or the remedial notice, or

(b) otherwise breaches the contract resulting in either a remedial notice or a further breach of contract 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 of contract 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 breach.

Termination by the Local Health Board: additional provisions specific to contracts with two or more individuals practising in partnership and dental corporations

70.—(1) Where the contractor is a dental corporation, 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 clear days beginning with 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 immediately or from such date as may be specified in the notice.

(2) Where the contractor is a dental corporation and on or after the coming into force for all purposes of article 39 of the 2005 Order during the existence of the contract—

(a) the majority of the directors of the dental corporation cease to be either dental practitioners or dental care professionals,

(b) the dental corporation has been convicted of an offence under section 43(1) of the 1984 Act (directors of bodies corporate), or

(c) the dental corporation, or a director or former director of that corporation, has had a financial penalty imposed on it or them by the General Dental Council pursuant to section 43B (financial penalties in relation to bodies corporate) or 44 (further financial penalties on bodies corporate) of the 1984 Act,

the Local Health Board may, by written notice, terminate the contract if it considers that as a consequence the dental corporation is no longer suitable to be a contractor.

(3) 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.

(4) A notice given to the contractor pursuant to sub-paragraph (3) must specify—

(a) the date upon which the contract terminates, 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

71.—(1) In this paragraph and paragraph 72, "contract sanction" means—

(a) termination of specified reciprocal obligations under the contract,

(b) suspension of specified reciprocal obligations under the contract for a period of up to six months, or

(c) withholding or deducting monies otherwise payable under the contract.

(2) Where the Local Health Board is entitled to terminate the contract pursuant to paragraph 66, 67, 68, 69(4), 69(6) or 70, 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) The Local Health Board is not, under sub-paragraph (2), entitled to impose any contract sanction that has the effect of terminating or suspending any obligation to provide, or any obligation that relates to, mandatory services.

(4) If the Local Health Board decides to impose a contract sanction, it must notify the contractor of the contract sanction that it proposes to impose, the date upon which that sanction is intended to be imposed and provide in that notice an explanation of the effect of the imposition of that sanction.

(5) Subject to paragraph 72, the Local Health Board must not impose the contract sanction until at least 28 clear days after it has served notice on the contractor pursuant to sub-paragraph (4) 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, or

(b) protect itself from material financial loss.

(6) Where the Local Health Board imposes a contract sanction, the Local Health Board is entitled to charge the contractor the reasonable costs of additional administration 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

72.—(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).

(2) If the contractor refers the dispute relating to the contract sanction to the NHS dispute resolution procedure within 28 clear days beginning with the date on which the Local Health Board served notice on the contractor in accordance with paragraph 71(4)

(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 55 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 sub-paragraph (2), the Local Health Board is entitled to impose the contract sanction immediately.

(4) The Local Health Board is entitled to impose the contract sanction immediately, pending the outcome of the NHS dispute resolution procedure, 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.

Termination and the NHS dispute resolution procedure

73.—(1) Where the Local Health Board is entitled to serve written notice on the contractor terminating the contract pursuant to paragraph 66, 67, 68, 69(4), 69(6) or 70, 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 clear 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 clear days is necessary in order to—

(a) protect the safety of the contractor's patients, or

(b) protect itself from material financial loss.

(3) In a case falling within sub-paragraph (1), where the exceptions in sub-paragraph (2) do 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 terminates if and when—

(a) there has been a determination of the dispute pursuant to paragraph 55 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 nevertheless terminates

at the end of the period of the notice it served pursuant to paragraph 66, 67, 68, 69(4), 69(6) or 70.

PART 9
MISCELLANEOUS

Evidence of exemption under the 2006 Act

74.—(1) Subject to sub-paragraph (2), the contractor must ensure that it requests, in respect of a person who makes a declaration relating to exemption under section 126 of the 2006 Act, evidence in support of that declaration.

(2) The contractor must ensure that—

(a) a note of the type of evidence submitted is made, or

(b) in the case where no evidence is submitted, a note of that fact is made.

(3) Sub-paragraphs (1) and (2) do not apply where the contractor is satisfied that the person in respect of whom the declaration is made is under the age of 18 years.

Clinical governance arrangements

75.—(1) The contractor must comply with such clinical governance arrangements as the Local Health Board may establish in respect of contractors providing services under a contract.

(2) The contractor must nominate a person who manages services under the contract to have responsibility for ensuring compliance with clinical governance arrangements.

(3) In this paragraph, "clinical governance arrangements" means arrangements through which the contractor endeavours to continuously improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish.

Quality assurance system

76.—(1) The contractor must establish and operate a practice-based quality assurance system which is applicable to all the persons specified in sub-paragraph (2).

(2) The specified persons are—

(a) any dental practitioner who performs services under the contract;

(b) any other person employed or engaged by the contractor to perform or assist in the performance of services under the contract.

(3) A contractor must ensure that in respect of its practice based quality assurance system, it has nominated a person (who need not be connected with the contractor's practice) to be responsible for operating that system.

(4) In this paragraph, "a practice based quality assurance system" means one which consists of a system to ensure that—

(a) effective measures of infection control are used,

(b) all legal requirements relating to health and safety in the workplace are satisfied,

(c) all legal requirements relating to radiological protection are satisfied,

(d) any requirements of the General Dental Council in respect of the continuing professional development of dental practitioners are satisfied, and

(e) an annual quality assurance self assessment is carried out as co-ordinated by the Dental Public Health Team of Public Health Wales.

Insurance: negligent performance

77.—(1) The contractor must at all times have in force in relation to it an indemnity arrangement which provides appropriate cover.

(2) The contractor must not sub-contract its obligations to provide clinical services under the contract unless it has satisfied itself that the sub-contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

(3) A contractor is regarded as having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to its employee in connection with clinical services which that employee provides under the contract or, as the case may be, sub-contract.

(4) In this paragraph—

"appropriate cover" 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" means a contract of insurance or other arrangement made for the purpose of indemnifying the contractor.

Public liability insurance

78.—(1) 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 an indemnity arrangement referred to in paragraph 77(1).

(2) In this paragraph, "indemnity arrangement" has the same meaning as in paragraph 77.

Gifts

79.—(1) The contractor must keep a register of gifts which are given to any of the persons specified in sub-paragraph (2) by or on behalf of—

(a) a patient,

(b) a relative of a patient, or

(c) any person who provides or wishes to provide services to the contractor or its patients in connection with the contract,

and 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 dental corporation a director, chief executive or company secretary of the corporation,

(d) any person employed by the contractor for the purposes of the contract,

(e) any dental 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 dental practitioner) or of a person specified in paragraphs (b) to (e), or

(g) any person whose relationship with the contractor (where the contractor is an individual dental practitioner) or with a person specified in paragraphs (b) to (e) has the characteristics of the relationship between spouses or civil partners.

(3) Sub-paragraph (1) does not apply where—

(a) there are reasonable grounds for believing that the gift is unconnected with services previously provided, being provided or to be provided by the contractor,

(b) the contractor is not aware of the gift, or

(c) in a case falling within sub-paragraph (1)(c), the contractor is not aware that the donor wishes to provide services to the contractor.

(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) in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, their 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.

Compliance with legislation and guidance

80. The contractor must—

(a) comply with all relevant legislation, and

(b) have regard to all relevant guidance issued by the Local Health Board, or the Welsh Ministers.

Third party rights

81. The contract must not create any right enforceable by any person not a party to it.

Signing of documents

82.—(1) In addition to any other requirement that may relate to the documents specified in sub-paragraph (2), whether in these Regulations or otherwise, the contractor must ensure such documents include—

(a) the name and clinical profession of the professional who signed the document, and

(b) the name of the contractor on whose behalf it is signed.

(2) The reference to documents in sub-paragraph (1) includes—

(a) forms that are required to be completed as a consequence of these Regulations, where such forms require a signature,

(b) prescription forms, and

(c) any other clinical document.

Duty of co-operation: cluster working

83.—(1) A contractor must comply with the requirements in sub-paragraph (2) where primary dental services are provided 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 a Dental Collaborative representative at cluster meetings and take account of feedback from those cluster meetings,

(d) take reasonable steps to provide information to its active 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.

(3) The contract must contain a term which requires contractors to be remunerated for taking part in cluster meetings each year in accordance with directions made by the Welsh Ministers under section 60 of the 2006 Act.

SCHEDULE 4 Paragraph 35 of Schedule 3

PATIENT INFORMATION LEAFLET

A patient information leaflet must include the items listed below.

1. The name of the contractor.

2. In the case of a contract with a partnership—

(a) whether or not it is a limited partnership, and

(b) the names of all the partners and, in the case of a limited partnership, their status as a general or limited partner.

3. In the case of a contract with a dental corporation—

(a) the names of the directors, chief executive and company secretary of the corporation, in so far as those positions exist in relation to the dental corporation, and

(b) the address of the corporation's registered office.

4. The full name of each person performing services under the contract.

5. In the case of each person performing dental services under the contract, their professional qualifications and relevant experience.

6. Whether the contractor provides teaching or training of persons who provide dental services or who intend to do so.

7. The arrangements for the appropriate development and training of employees.

8. The address of each of the practice premises.

9. The contractor's telephone and fax numbers (if any) and the address of its website (if any).

10. Whether the practice premises have suitable access for disabled patients or patients with alternative needs and, if not any alternative arrangements for providing services to such patients.

11. How to request services as a patient.

12. The rights of a patient to express a preference of dental practitioner in accordance with paragraph 2 of Schedule 3 and the means of expressing such a preference.

13. The services available under the contract.

14. The normal surgery days and hours of the practice.

15. The arrangements for dental services for the hours and days that fall outside normal surgery hours (whether or not provided by the contractor) and how the patient may contact such services.

16. If the services in paragraph 15 are not provided by the contractor, the fact that the Local Health Board referred to in paragraph 27 is responsible for commissioning the services.

17. The telephone number of NHS 111 Wales and details of NHS 111 Wales online.

18. The contact details for the Local Health Board's urgent appointment service.

19. The Dental Access Portal web address.

20. The arrangements made for seeking patients' views about the quality of services provided by the dental practice.

21. How patients may notify a concern in accordance with the 2011 Regulations or comment on the provision of a service.

22. The rights and responsibilities of the patient, in particular relating to keeping appointments, including an explanation of the circumstances that would result in de-listing a patient and return to the Dental Access Portal.

23. The action that may be taken where a patient is violent or abusive to the contractor, its staff, persons present on the practice premises or in the place where treatment is provided under the contract or other persons specified in paragraph 3 of Schedule 3.

24. Details of who has access to patient information (including information from which the identity of the individual can be ascertained) and the patient's rights in relation to disclosure of such information.

25. details of any automated or artificial intelligence tools that are used by the practice and confirmation that patient information is not processed by these means.

26. Details of how to access the practice's privacy policy.

27. The name, postal and email address and telephone number of the Local Health Board which is a party to the contract and from whom details of primary dental services in the area may be obtained.

SCHEDULE 5 Regulations 31(3)(a), 31(3)(b)

CHARGES

Charges for the provision of dental services

1.—(1) Subject to sub-paragraph (2) and paragraphs 2 and 3, a charge of the amount provided for in the table in paragraph 4 may be made and recovered in respect of the provision of the relevant mandatory dental services as described in regulation 14 and Schedule 1.

(2) The total charge that can be made and recovered from an individual patient in respect of a course of treatment or multiple courses of treatment that are delivered at the same time is £384.

(3) In this paragraph "at the same time" means as part of a course of treatment which may be delivered over a number of appointments.

Exemptions

2.—(1) Subject to sub-paragraphs (2) no charge may be made and recovered under paragraph 1 in respect of—

(a) provision of dental services under the 2006 Act, except by a contractor;

(b) a prisoner;

(c) the provision of dental public health functions;

(d) the removal of sutures;

(e) subject to sub-paragraph (2) any person who is at the time the service is provided;

(i) aged under 18,

(ii) aged 18 or over and in full-time education,

(iii) pregnant, or

(iv) has had a baby within the 12 months before treatment starts.

(2) It is a condition of exemption under paragraph 2(1)(e) that—

(a) a written declaration is made on a form provided for that purpose by the Local Health Board to the effect that the patient is, on the day upon which the examination takes place, within one of the categories specified in paragraph 2(1)(e);

(b) the declaration referred to in sub-paragraph (2) must be made by the patient for whom the examination is provided, except where the application is made by another person on the patient's behalf when the declaration must made instead by that person;

(c) the Local Health Board may require that evidence of entitlement is supplied by or on behalf of the patient;

(3) In this paragraph "evidence of entitlement" means an official record (for example a birth certificate, student ID card or Personal Child Health Record) which confirms the age or status or both, of the patient as the case may be.

3.—(1) Subject to sub-paragraph (2) no charge may be made and recovered under paragraph 1 in respect of—

(a) the clinical examination, any report on that examination and the provision of an assessment and advice where, on the day upon which the examination is being performed or the assessment is made, the patient—

(i) is under the age of 25 years, or

(ii) has attained the age of 60 years, or

(b) the examination and assessment of a patient if, at the same time no other treatment is provided and no dental appliances are supplied, which leads to—

(i) the issue of a prescription,

(ii) the repair of a dental appliance, or

(iii) the arrest of bleeding.

(2) It is a condition of exemption under paragraph 3(1)(a) that—

(a) a written declaration, is made on a form provided for that purpose by the Local Health Board to the effect that the patient is, on the day upon which the examination takes place, within one of the categories specified in paragraph 3(1)(a);

(b) the declaration referred to in paragraph (2)(a) above, is made by the patient for whom the examination is provided, except where the application is made by another person on the patient's behalf where the declaration must be made instead by that person;

(c) the Local Health Board may require evidence of entitlement is supplied by or on behalf of the patient.

(3) In this paragraph "evidence of entitlement" means the patient's birth certificate or another means prescribed by the Local Health Board of establishing the age of the patient.

Charges

4. The charges which may be made and recovered under paragraph 1 are as set out in table 1 below—

Table 1

Title	*Charge*	*Description*
Urgent Access Appointments		
Urgent Care Package	£37.50	Urgent appointments should include an oral health assessment (including soft tissue) and onward referral where appropriate. Should provide relief from pain and/or prevent significant deterioration, with onward referral if required. Should normally provide a long-term solution. Where appropriate, with patient's consent, should consist of permanent definitive treatment, including restorations.

New Patient Assessments		
New Patient Assessment	£24.50	Includes global health and clinical assessment (including soft tissue) and intraoral radiography. Prevention includes diet advice and Oral Hygiene instruction (based on clinical exam), risk factor management including smoking/alcohol/sugar reduction advice, topical fluoride application, high concentration fluoride toothpaste prescription and fissure sealants (for enamel caries) as appropriate.
Care Packages		
Simple Restorative Care Package	£32.50	Includes fillings, temporary crowns, Hall crowns and extractions up to a combined total of 4 teeth.
Extensive Restorative Package	£62	As per simple restorative package for 5 to 8 teeth. Composite material for anterior teeth (canine to canine). Posterior teeth to use clinically appropriate materials, which includes both amalgam and amalgam alternatives.
Periodontal Care Package	£93.50	Entry assessed on engagement from assessment, but patient must achieve minimum of 30% plaque score by 3rd OHE visit. Includes plaque score and tailored OHI, 6ppc, professional mechanical plaque removal and Pocket debridement. Contract holders expected to follow guidance such as the Society of British Periodontology guidance on managing patients with periodontal disease.
Denture Care Package	£78	Excludes laboratory charges (paid directly by the patient, unless exempt from NHS charges). Includes upper and lower dentures, including Cobalt Chrome dentures if clinically indicated.
Stabilisation Care Package	£67.50	For patients who present with 7+ carious teeth, where at least two of the teeth have caries extending to close proximity or into the pulp and the patient is keen to engage. Includes extractions, DBOH prevention, Glass Ionomer intermediate restorations, pulp extirpation, removal of plaque retentive factors.
Anterior Root Canal Package	£82	For up to two teeth 1-3, includes any permanent restorations.
Posterior Root Canal Package	£164.50	Posterior and pre-molar root canal package, for up to two teeth. Includes Second molars if the tooth is strategically necessary to maintain dentition (e.g. patients who have a lack of posterior support, a medical reason to retain etc.). Includes any cuspal coverage needed, excluding laboratory charge (paid by patients, unless exempt from NHS charges).
Crown Bridge, Inlay, Onlay and Veneer Care Package	£126.50	Excludes temporary restorations. Up to a 3 unit bridge or up to two crowns or where a crown and bridge are both provided a single cantilever bridge and single crown would be provided under a single care package. Includes study models, posts and cores etc. Excludes laboratory charges.
Miscellaneous Care Package	£22.50	For treatment and interventions for patients that fall outside a current care package or outside the guarantee

		period. Includes: denture repair/addition/reline, denture ease, study models, bite raising appliance, biopsy, repair/recement of a crown, bridge or veneer, removal of sutures, pericoronitis, ANUG, orthodontic urgent issues, arrest of haemorrhage (for extractions carried outside of a care package), dry socket (for extractions carried outside of a care package). Excludes any laboratory charge.
Prevention		
Recall	£22.50 per visit	patients having a recall examination are to be put on a recall package aligned to NICE guidance. Requirement to declare on the FP17 which recall interval the patient is currently on. A robust clinical monitoring process must take place to confirm that the patient is on the appropriate risk assessed recall package.

Referral

5.—(1) Only one charge for the course of treatment or urgent course of treatment under paragraph 1 may be made and recovered from the patient where the patient has started a course of treatment under a care package or an urgent course of treatment with one contractor but is referred to—

(a) an alternative contractor for part of the course of treatment under the care package or urgent course of treatment, or

(b) a hospital or other service provider under Part 1 of the 2006 Act for the supply of a dental appliance as part of the course of treatment.

(2) The charge where paragraph (1) applies may only be made and recovered by the original contractor.

Making and recovery of charges

6.—(1) Where a charge may be made and recovered under this Schedule the contractor, upon arranging a course of treatment, must—

(a) inform the patient that they are required to pay a charge,

(b) inform the patient which of the charges set out in the table in paragraph 4 applies at that stage and provide an estimate of the total charge, and

(c) inform the patient that the charge is capped in accordance with paragraph 1(2) of this Schedule and inform them of the level of the capped charge

(2) On the completion of the appointment or course of treatment, as the case may be, a contractor may make and recover from the patient (unless it has already been paid) the appropriate charge.

(3) Upon receiving payment of a charge payable under this Schedule the contractor must provide a receipt on—

(a) a paper form provided for that purpose by the relevant Local Health Board, or

(b) an electronic form which identifies the person who provided the service, the name of the contractor, the services provided, and the amount of the charge paid and the date on which it is paid.

Repayment of charges

7.—(1) This paragraph applies to any person who—

(a) pays any charge under paragraph 1, and

(b) would, but for a failure to comply with paragraph 2(2) or 3(2), have been exempt from the charge under paragraph 1.

(2) Subject to paragraph (3) any person to whom this paragraph applies is entitled to have such a charge repaid.

(3) It is a condition of the entitlement to a repayment under this regulation that the person makes a claim to the Local Health Board for the repayment—

(a) within—

(i) 3 months after payment of the charge, or

(ii) any period that the Welsh Ministers deem it appropriate in all the circumstances to allow, and

(b) in a way prescribed by the Welsh Ministers for that purpose, and

(c) supported by any evidence which was not previously provided.

(4) Subject to paragraph (5), where the person is unable for the time being to act, another person may make a claim on that person's behalf.

(5) The Local Health Board must forward the claim within 14 clear days to the Welsh Minsters, who may refuse to accept a claim made by one person on behalf of another where they are of the opinion that—

(a) the person on whose behalf the claim is made is able to act, or

(b) the person making the claim is not a suitable person to act on behalf of that other person.

(6) If upon considering a claim under sub-paragraph (3) the Welsh Ministers are satisfied that the person is entitled to repayment under this paragraph the Welsh Ministers must provide that a repayment is made to that person in such a way as appears to be appropriate in the circumstances.

Accounting for charges in relation to payments

8. Where a contractor has provided dental services for which a charge is payable under this Schedule the payment which would otherwise be payable by the Local Health Board to that contractor must be reduced by the amount of that charge, irrespective of whether or not that charge has been recovered by the contractor.

Central collection and electronic processes

9.—(1) Where the Welsh Ministers give directions under section 60 of the 2006 Act requiring central collection of charges the Local Health Board must ensure the contract requires charges to be collected in accordance with those directions.

(2) The Welsh Ministers may specify requirements for—

(a) electronic submission of charge and exemption information to Local Health Boards;

(b) electronic acknowledgment of liability by patients;

(c) electronic issue of receipts.

(3) Where electronic processes are specified under paragraph (2), they must satisfy any corresponding requirement in these Regulations for written processes or documentation.

(4) Directions and specifications under this paragraph are terms of the contract.

SCHEDULE 6

Regulation 43

AMENDMENTS

The National Health Service (Dental Charges) (Wales) Regulations 2006

1.—(1) The 2006 (Charges) Regulations, are amended as follows.

(2) In regulation 2 (interpretation), in the definition of "relevant primary dental services", after the word "contract" insert "(except a contract under the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026)".

(3) In regulation 3(2)(e)(ii) (charges for the provision of dental services) omit " or".

(4) In regulation 3(2)(f), for "supplied." substitute "supplied, or".

(5) In regulation 3(2) after sub-paragraph (f) insert—

"(g) the provision of dental services under a general dental services contract under the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026."

The National Health Service (Personal Dental Services Agreements) (Wales) 2006

2.—(1) The 2006 (PDS) Regulations are amended as follows.

(2) In regulation 2 (interpretation)—

(a) in the appropriate places insert—

""the 2006 Act" means the National Health Service (Wales) Act 2006(**41**);";

""the 2026 GDS Contracts and Patient Charges Regulations" means the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026;";

""the 2026 Regulations" means the National Health Service (Performers Lists) (Wales) Regulations 2026;";

""care package" means a defined bundle of the dental services set out in Part 1 of Schedule 2 which are provided to a patient as a course of treatment based on assessed clinical need and risk;";

""new patient assessment" means an assessment carried out in accordance with paragraph 10 of part 2 of Schedule 1 of the 2026 GDS Contracts and Patient Charges Regulations;";

""urgent care" means treatment to provide relief from pain and/or to prevent significant deterioration of a particular dental problem, with the aim to provide, where possible, a long-term solution.";

(b) in the definition of "advanced mandatory services" for "GDS Contracts Regulations" substitute "2026 GDS Contracts and Charges Regulations",

(**41**) 2006 c. 42.

(c) in the definition of "agreement", after "Act" insert "or section 64 of the 2006 Act;",

(d) in the definition of "course of treatment" after the word "patient" in the second place in which it appears insert "as part of a care package or otherwise",

(e) in the definition of "mandatory services" for "GDS Contracts Regulations" substitute "2026 GDS Contracts and Charges Regulations",

(f) in the definition of "NHS Charge" after "NHS Charges Regulations" insert " or the 2026 GDS Contracts and Patient Charges Regulations",

(g) in the definition of "primary care list", at the end of sub-paragraph (f) omit " or"

(h) at the end of sub-paragraph (g) insert " or", and

(i) after sub-paragraph (g) insert—

"(h) a list made and kept pursuant to the National Health Service (Performers Lists) (Wales) Regulations 2026;".

(3) In regulation 4(3)(c)(ii), after "of the Act" insert "or within the meaning of regulation 16(3) of the 2026 Regulations".

(4) For regulation 13, including the heading, substitute—

"Mandatory and advanced mandatory services

13.—(1) Where an agreement includes the provision of mandatory or advanced mandatory services, the agreement must specify the number of appointments or care packages, as the case may be, to be provided by the contractor—

(a) where the agreement begins on 1 April, in each financial year or, by virtue of the duration of the agreement, part financial year; or

(b) where the agreement begins on a date other than 1 April, in the remainder of the financial year in which the agreement begins, and in each financial year thereafter.

(2) An agreement must contain terms which have the effect that payment for provision of mandatory or advanced mandatory services must be in accordance with any directions issued by the Welsh Ministers under section 66(4) of the 2006 Act (Regulations about section 64 arrangements) and Part 1 of Schedule 2.".

(5) In regulation 15—

(a) in the heading for "**units of dental activity**" substitute "**mandatory or advanced mandatory services,**",

(b) in sub-paragraph (2)(a) for "units of dental activity" substitute "appointments or care packages, as the case may be",

(c) in sub-paragraph (2)(b)(i) for "units of dental activity" substitute "appointments or care packages, as the case may be", and

(d) in sub-paragraph (2)(b)(ii) for "units" substitute "appointments, care packages or units".

(6) In regulation 17—

(a) in sub-paragraph (1)(a) for "the Assembly under section 28E(3A) of the Act (personal medical or dental services: regulations)" substitute "the Welsh Ministers under section 66(4) of the 2006 Act (regulations about section 64 arrangements)",

(b) in sub-paragraph (1)(b) for "the Assembly under section 16BB(4) (Local Health Board's functions)[2]or 28E(3A) of the Act" substitute "the Welsh Ministers under section 12 (functions of Local Health Boards) or 66(4) of the 2006 Act",

(c) in sub-paragraph (2)(c) for "the Assembly under section 28E(3A)." substitute "the Welsh Ministers under section 66(4) of the 2006 Act", and

(d) in sub-paragraph (3) for "16BB(4) or 28E(3A) of the Act" substitute "12 or 66(4) of the 2006 Act".

(7) In regulation 18—

(a) in sub-paragraph (2)(a) after "NHS Charges Regulations" insert "or the 2026 GDS Contracts and Patient Charges Regulations",

(b) in sub-paragraph (3)(a) after "NHS Charges Regulations" insert "or the 2026 GDS Contracts and Patient Charges Regulations", and

(c) in sub-paragraph (3)(b) after "NHS Charges Regulations" insert "or the 2026 GDS Contracts and Patient Charges Regulations".

(8) In regulation 21—

(a) in sub-paragraph (2)(c) for "section 28M of the Act (persons eligible to enter into GDS contracts)[1] and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations" substitute "section 59 of the 2006 Act (Persons eligible to enter into GDS contracts) and regulations 4 and 5 (where applicable) of the 2026 GDS Contracts and Patient Charges Regulations",

(b) in sub-paragraph (5) for "section 28M of the Act and regulations 4 and 5 (where applicable) of the GDS Contracts Regulations" substitute "section 59 of the 2006 Act and regulations 4 and 5 (where applicable) of the 2026 GDS Contracts and Patient Charges Regulations",

(c) in sub-paragraph (6) for "the Act and the GDS Contracts Regulations" substitute "the 2006 Act and the 2026 GDS Contracts and Patient Charges Regulations",

(d) in sub-paragraph (6)(b) after "same" insert "mandatory",

(e) in sub-paragraph (6)(c) omit "or orthodontic courses of treatment",

(f) in sub-paragraph (6)(c)(ii) omit "or orthodontic courses of treatment",

(g) in sub-paragraph (6)(d)(i)—

(i) for "units of dental activity or units of orthodontic activity" substitute "appointments or care packages", and

(ii) omit "or 14",

(h) omit sub-paragraph (6)(e),

(i) in sub-paragraph (6)(f) omit "or orthodontic course of treatment" in both places it appears,

(j) in sub-paragraph (6)(g) for "GDS Contracts Regulations" substitute "2026 GDS Contracts and Charges Regulations",

(k) in sub-paragraph (8) for "section 28M of the Act or regulation 4 of the GDS Contracts Regulations" substitute "section 59 of the 2006 Act or regulation 4 of the 2026 GDS Contracts and Patient Charges Regulations",

(l) in sub-paragraph (9) for "Assembly in accordance with regulation 8(3) and (4) of the GDS Contracts Regulations (pre-contract disputes)." substitute "Welsh Ministers in accordance with regulation 8(3) and (4) of the 2026 GDS Contracts and Patient Charges Regulations (pre-contract disputes).", and

(m) in sub-paragraph (10) for "Assembly" substitute "Welsh Ministers".

(9) Schedule 2 is amended as follows—

(a) in the heading for “UNITS OF DENTAL ACTIVITY” substitute “MANDATORY SERVICES, ADVANCED MANDATORY SERVICES”,

(b) for the whole of Part 1 substitute—

“PART 1

MANDATORY SERVICES AND ADVANCED MANDATORY SERVICES

Where the contractor provides mandatory services or advanced mandatory services as part of the agreement, the appointment or care package must be of a type listed in and in accordance with the relevant description set out in Table A below—

Table A

Title	Description
Urgent Access Appointments	
Urgent Care Package	Urgent appointments should include an oral health assessment (including soft tissue) and onward referral where appropriate. Should provide relief from pain and/or prevent significant deterioration, with onward referral if required. Should normally provide a long-term solution. Where appropriate, with patient’s consent, should consist of permanent definitive treatment, including restorations
New Patient Assessments	
New Patient Assessment	Includes global health and clinical assessment (including soft tissue) and intraoral radiography. Prevention includes diet advice and oral hygiene instruction (based on clinical exam), risk factor management including smoking/alcohol/sugar reduction advice, topical fluoride application, high concentration fluoride toothpaste prescription and fissure sealants (for enamel caries) as appropriate
Care Packages	
Simple Restorative Care Package	Includes fillings, temporary crowns, Hall crowns and extractions up to a total of 4 teeth
Extensive Restorative Package	As per simple restorative package for 5 to 8 teeth. Composite material for anterior teeth (canine to canine). Posterior teeth to use clinically appropriate materials, which includes both amalgam and amalgam alternatives
Periodontal Care Package	Entry assessed on engagement from assessment, but patient must achieve minimum of 30% plaque score by 3rd OHE visit. Includes plaque score and tailored OHI, 6ppc, professional mechanical plaque removal and pocket debridement. Contract holders expected to follow guidance such as the Society of British Periodontology guidance on managing patients with periodontal disease
Denture Care Package	Excludes laboratory fees (paid directly by the patient, unless exempt from NHS charges). Includes upper and lower

	dentures, including cobalt chrome dentures if clinically indicated
Stabilisation Care Package	For patients who present with 7+ carious teeth, where at least two of the teeth have caries extending to close proximity or into the pulp and the patient is keen to engage. Includes extractions, DBOH prevention, glass ionomer intermediate restorations, pulp extirpation, removal of plaque retentive factors
Anterior Root Canal Package	For up to two teeth 1-3, includes any permanent restorations
Posterior Root Canal Package	Posterior and pre-molar root canal package, for up to two teeth. Includes second molars if the tooth is strategically necessary to maintain dentition (e.g. patients who have a lack of posterior support, a medical reason to retain etc.). Includes any cuspal coverage needed, excluding laboratory fee (paid by patients, unless exempt from NHS charges)
Crown Bridge, Inlay, Onlay and Veneer Care Package	Excludes temporary restorations. Up to a three unit bridge or up to two crowns or where a crown and bridge are both provided a single cantilever bridge and single crown would be provided under a single care package. Includes study models, posts and cores etc. Excludes laboratory charges.
Miscellaneous Care Package	For treatment and interventions for patients that fall outside a current care package or outside the guarantee period. Includes: denture repair/addition/reline, denture ease, study models, bite raising appliance, biopsy, repair/recement of a crown, bridge or veneer, removal of sutures, pericoronitis, ANUG, orthodontic urgent issues, arrest of haemorrhage (for extractions carried outside of a care package), dry socket (for extractions carried outside of a care package). Excludes any laboratory charge
Prevention	
Recall	Patients having a recall examination must be put on a recall package aligned to NICE guidance. Requirement to declare on the FP17 which recall interval the patient is currently on. A robust clinical monitoring process must take place to confirm that the patient is on the appropriate risk assessed recall package".