Mae'r Offeryn Statudol Cymreig hwn wedi ei wneud i gywiro gwall yn O.S.C. 2026/37 ac fe'i dyroddir yn rhad ac am ddim i bawb y gwyddys iddynt gael yr Offeryn Statudol Cymreig hwnnw.

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 49

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

Gwnaed	*17 Chwefror 2026*
Yn dod i rym	*1 Mawrth 2026*

This Welsh Statutory Instrument has been made to correct an error in W.S.I. 2026/37 and is being issued free of charge to all known recipients of that Welsh Statutory Instrument.

W E L S H S T A T U T O R Y I N S T R U M E N T S

2026 No. 49

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

Made	*17 February 2026*
Coming into force	*1 March 2026*

£14.80

Mae'r Offeryn Statudol Cymreig hwn wedi ei wneud i gywiro gwall yn O.S.C. 2026/37 ac fe'i dyroddir yn rhad ac am ddim i bawb y gwyddys iddynt gael yr Offeryn Statudol Cymreig hwnnw.

OFFERYNNAU STATUDOL CYMRU

2026 Rhif 49

Y GWASANAETH IECHYD GWLADOL, CYMRU

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

NODYN ESBONIADOL

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

Mae Rheoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026 ("y prif Reoliadau") yn nodi, o ran Cymru, y fframwaith ar gyfer contractau gwasanaethau deintyddol cyffredinol o dan adran 57 o Ddeddf y Gwasanaeth Iechyd Gwladol (Cymru) 2006.

Mae'r Rheoliadau hyn yn diwygio'r prif Reoliadau i gywiro gwallau o natur dechnegol.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Asesiadau Effaith Rheoleiddiol mewn perthynas â'r Rheoliadau hyn. O ganlyniad, ystyriwyd nad oedd yn angenrheidiol cynnal asesiad effaith rheoleiddiol o'r costau a'r manteision sy'n debygol o ddeillio o gydymffurfio â'r Rheoliadau hyn.

Mae'r Offeryn Statudol Cymreig hwn wedi ei wneud i gywiro gwall yn O.S.C. 2026/37 ac fe'i dyroddir yn rhad ac am ddim i bawb y gwyddys iddynt gael yr Offeryn Statudol Cymreig hwnnw.

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 49

Y GWASANAETH IECHYD GWLADOL, CYMRU

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

Gwnaed	*17 Chwefror 2026*
Yn dod i rym	*1 Mawrth 2026*

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

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) (Diwygio) (Cymru) 2026.

(2) Daw'r Rheoliadau hyn i rym ar 1 Mawrth 2026.

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

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

2. Yn y testun Saesneg, yn lle Atodlen 1 i Reoliadau'r Gwasanaeth Iechyd Gwladol (Contractau Gwasanaethau Deintyddol Cyffredinol a Ffioedd Cleifion) (Cymru) 2026(**2**) rhodder—

(**1**) 2006 p. 42.
(**2**) O.S.C. 2026/37.

“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 to 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 the 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 paragraph 16 is received within the period specified in 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.

(2) The amount claimed under sub-paragraph (1)(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 appropriate to the patient's age, risk profile, and clinical needs.

Timing of prevention services

24. Prevention services must be provided—

(a) as part of 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

25. 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;

(i) fluoride varnish application where clinically indicated;

(ii) fluoride supplements where appropriate;

(iii) 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

26.—(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

27. 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

28. 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

29. The contractor must deliver prevention services in accordance with current evidence-based guidance, including—

(a) the guidance set out in "Delivering Better Oral Health(**3**)" 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"(**4**),

(c) professional guidance issued by the General Dental Council, and

(d) any guidance given by the Welsh Ministers or the Local Health Board.

(**3**) Delivering Better Oral Health: an evidence-based toolkit for prevention – NHS England. Published 12 June 2014.

(**4**) This guidance is available from NICE's website, www.nice.org.uk.

Risk-based prevention

30. 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

31. For patients assessed as high-risk, prevention services must include—

(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

32. 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

33. 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

34. 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

35. 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

36.—(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

37.—(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

38. 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

39. 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

40.—(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

41.—(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 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

42. 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

43.—(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

44. 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

45. 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

46. The contract must require that contractors make arrangements to pursue National Priorities in accordance with the National Priorities Scheme.

47. 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)."

3. Yn y testun Cymraeg, yn y tabl yn Atodlen 2, yn yr ail golofn, yn y cofnod ar gyfer "Pecyn Gofal Sefydlogi", yn lle "bywynddrychiad" rhodder "bywyndrychiad".

4. Yn lle tabl 1 ym mharagraff 4 o Atodlen 5 rhodder—

"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	£27.21	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	£36.03	Mae'n cynnwys llenwadau, coronau dros dro, coronau Hall, ac echdynnu, hyd at gyfanswm cyfunol o 4 dant.
Pecyn Gofal Adferol Helaeth	£68.75	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.

Teitl	*Ffi*	*Disgrifiad*
Pecyn Gofal Periodontol	£48.53	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	£86.40	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	£75.00	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, bywyndrychiad, gwaredu ffactorau sy'n dal plac.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Blaen	£91.18	Ar gyfer hyd at ddau ddant 1-3, gan gynnwys unrhyw driniaethau adferol parhaol.
Pecyn Sianel y Gwreiddyn ar gyfer Dannedd Ôl	£182.72	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	£140.44	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	£25.00	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/ychwa negu/ail-leinio dannedd gosod, esmwytho dannedd

Teitl	*Ffi*	*Disgrifiad*
		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	£25.00 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."

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

© Hawlfraint y Goron 2026

Argraffwyd a chyhoeddwyd yn y DU gan Y Llyfrfa Cyf dan awdurdod a goruchwyliaeth Saul Nassé, Rheolwr Llyfrfa Ei Fawrhydi ac Argraffydd y Brenin ar gyfer Cymru.

This Welsh Statutory Instrument has been made to correct an error in W.S.I. 2026/37 and is being issued free of charge to all known recipients of that Welsh Statutory Instrument.

WELSH STATUTORY INSTRUMENTS

2026 No. 49

NATIONAL HEALTH SERVICE, WALES

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

EXPLANATORY NOTE

(This note is not part of the Regulations)

The National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026 ("the principal Regulations") set out, for Wales, the framework for general dental services contracts under section 57 of the National Health Service (Wales) Act 2006.

These Regulations make amendments to the principal Regulations to correct errors of a technical nature.

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, it was not considered necessary to carry out a regulatory impact assessment as to the likely costs and benefits of complying with these Regulations.

This Welsh Statutory Instrument has been made to correct an error in W.S.I. 2026/37 and is being issued free of charge to all known recipients of that Welsh Statutory Instrument.

WELSH STATUTORY INSTRUMENTS

2026 No. 49

NATIONAL HEALTH SERVICE, WALES

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

Made	*17 February 2026*
Coming into force	*1 March 2026*

The Welsh Ministers make these Regulations in exercise of the powers conferred by sections 2, 56(5) and (6), 57, 58, 60(2), 61, 125(1), and 203(9) and (10) of the National Health Service (Wales) Act 2006(**1**).

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) (Amendment) (Wales) Regulations 2026.

(2) These Regulations come into force on 1 March 2026.

(3) These Regulations apply in relation to Wales.

Amendment of the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026

2. In the English language text, for Schedule 1 to the National Health Service (General Dental Services Contracts and Patient Charges) (Wales) Regulations 2026(**2**) substitute—

(**1**) 2006 c. 42.
(**2**) W.S.I. 2026/37.

“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 to 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 the 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 paragraph 16 is received within the period specified in 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.

(2) The amount claimed under sub-paragraph (1)(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 appropriate to the patient's age, risk profile, and clinical needs.

Timing of prevention services

24. Prevention services must be provided—

(a) as part of 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

25. 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;

(i) fluoride varnish application where clinically indicated;

(ii) fluoride supplements where appropriate;

(iii) 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

26.—(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

27. 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

28. 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

29. The contractor must deliver prevention services in accordance with current evidence-based guidance, including—

(a) the guidance set out in "Delivering Better Oral Health(**3**)" 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"(**4**),

(c) professional guidance issued by the General Dental Council, and

(d) any guidance given by the Welsh Ministers or the Local Health Board.

(**3**) Delivering Better Oral Health: an evidence-based toolkit for prevention – NHS England. Published 12 June 2014.

(**4**) This guidance is available from NICE's website, www.nice.org.uk.

Risk-based prevention

30. 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

31. For patients assessed as high-risk, prevention services must include—

(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

32. 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

33. 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

34. 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

35. 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

36.—(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

37.—(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

38. 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

39. 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

40.—(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

41.—(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 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

42. 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

43.—(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

44. 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

45. 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

46. The contract must require that contractors make arrangements to pursue National Priorities in accordance with the National Priorities Scheme.

47. 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)."

3. In the Welsh language text, in the table in Schedule 2, in the second column, in the entry for "Pecyn Gofal Sefydlogi", for "bywynddrychiad" substitute "bywyndrychiad".

4. For table 1 in paragraph 4 of Schedule 5 substitute—

"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	£27.21	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	£36.03	Includes fillings, temporary crowns, Hall crowns and extractions up to a combined total of 4 teeth.
Extensive Restorative Care Package	£68.75	As per simple restorative care 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	£48.53	Entry assessed on engagement from assessment, but patient must achieve minimum of 30% plaque

Title	*Charge*	*Description*
		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	£86.40	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	£75.00	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	£91.18	For up to two teeth 1-3, includes any permanent restorations.
Posterior Root Canal Package	£182.72	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	£140.44	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	£25.00	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		

Title	*Charge*	*Description*
Recall	£25.00 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.”

Jeremy Miles
Cabinet Secretary for Health and Social Care, one of the Welsh Ministers
17 February 2026

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Ffôn Testun: 0333 202 5077

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

Online
www.tsoshop.co.uk

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

ISBN 978-0-34-839819-9

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