

24 October 2023

FILE REF: SHA/26055

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**DECISION MAKING BODY: NHS ENGLAND & MIDLANDS (EAST) REGION
("THE COMMISSIONER")**

**GMS CONTRACTOR: THE PARKS MEDICAL CENTRE
("THE CONTRACTOR")
PARK SLOPE SURGERY
32 STOKE ROAD
BLISWORTH
NORTHAMPTON
NN7 3BT**

**DISPUTE RESOLUTION: NATIONAL HEALTH SERVICE (GENERAL MEDICAL
SERVICES CONTRACT) REGULATIONS 2015**

RE: NON PAYMENT FOR VACCINATIONS

1. Outcome

- 1.1 I am satisfied that the Commissioner can decline the request for payments for the period the vaccinations were given to its patient population for the 2021/22 financial year as the Contractor has not demonstrated that it submitted its DES agreement as required by the Enhanced Service Specification – Seasonal Influenza vaccination programme 2021/22 or the Enhanced Service Childhood Seasonal Influenza Vaccination Programme 2021/22.
- 1.2 I note that neither party has submitted a claim for interest. I make no determination in this regard.

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RE: NON PAYMENT FOR VACCINATIONS

1. INTRODUCTION

- 1.1 The above Contractor referred the dispute in relation to its General Medical Services Contract for dispute resolution under the provisions of Regulation 83 of the National Health Service (General Medical Services Contracts) Regulations 2015 (the "Regulations").
- 1.2 The Secretary of State for Health and Social Care has directed that NHS Resolution exercise the functions of dispute resolution on their behalf. I, as an authorised officer of NHS Resolution, have made this determination.

2. APPLICATION FOR DISPUTE RESOLUTION

- 2.1 By letter dated 10 July 2023 the Contractor applied to NHS Resolution for dispute resolution.
- 2.2 I have had regard to the following documents made available to me in consideration of this matter to ensure the just, expeditious, economical and final determination of this dispute:
 - 2.2.1 Email from the Contractor of 10 July 2023 with enclosures;
 - 2.2.2 Email from the Contractor of 27 July 2023 with enclosures;
 - 2.2.3 Email from the Contractor of 10 August 2023 with enclosures;
 - 2.2.4 Email from the Contractor of 14 August 2023 with enclosures; and
 - 2.2.5 Email from the Commissioner of 4 September 2023 with enclosures.

- 2.3 Whilst the Contractor has provided me with a copy of a Contract Variation Notice, dated 14 April 2023, it has failed to send a full copy of the Contract with its request for dispute resolution as is required by the Regulations. However, I am satisfied that I can resolve this dispute without sight of the contract.

3. PARTIES SUBMISSIONS

The Contractor's application

- 3.1 In a letter dated 10 July 2023, the Practice Manager on behalf of the Contractor applied to NHS Resolution for dispute resolution and stated:

"We write to appeal a decision made by NHSE to withhold item of service (IOS) fees in respect of the 2021/22 seasonal influenza vaccination service.

The fees amount to £45,178 which I am sure you appreciate is a significant sum for any business to lose.

At the same time, we await resolution of two complaints to PCSE regarding over deduction of superannuation contributions amounting to £125,072.

NHSE are effectively withholding £170,250 from The Parks Medical Practice, a huge sum which seriously threatens our ability to continue providing a good service to our patients.

During the Covid 19 pandemic primary care was told repeatedly to prioritise the NHS pandemic response.

The NHS 2021/22 priorities and operational planning guidance published 25th March 2021 states the first of 5 priorities as

- A. Supporting the health and wellbeing of staff and taking action on recruitment and retention
- B. Delivering the NHS COVID vaccination programme and continuing to meet the needs of patients with COVID-19

The Department of Health and Social Care published "The Government's revised 2021-22 mandate to NHS England and NHS Improvement" on 31st March 2022. This states "for 2021-22, continuing to manage the pandemic response – including the roll out of this world first [vaccination] programme, remains the first priority." And again "the NHS response to Covid-19 will be the main priority for 2021-22".

This message was reinforced in local policy and individual contacts. On 12th January 2022 NHSE&I GP Contracting team stated "priorities must be maintained, ie Covid Booster Vaccinations"

During the autumn/ winter of 2021/2022 our whole practice team including all clinical staff, all admin and management staff and all GPs were involved in the operation of joint seasonal flu and covid vaccination clinics.

There were huge operational difficulties, including delayed delivery of vaccinations, IT failures, challenges of maintaining social distancing, effective infection control and adequate PPE. There were different flu vaccines for patient cohorts which made purchasing and running clinics more complex. But our team prioritised this work in line with NHS guidance.

From September 2021 to March 2022, we completed the following vaccinations,

Adult Flu vaccines 4130

Child Flu vaccines 352

Adult Covid vaccines 4304

We accepted the assurances of NHSE and our CCG that no practice would lose income by prioritising their Covid response

We have lost £45,178 because we prioritised our Covid response over our financial management and failed to chase up one claim among many.

During this period NHSE contacted me multiple times by email reminding me to sign up for the weight management and long covid services. I did not receive any reminders in respect of the seasonal flu vaccinations.

Similarly, we are still owed £125,072 from PCSE because we prioritised our Covid response over our financial management and failed to chase errors made by PCSE.

I appeal the decision to withhold £45,178 in item of service fees for flu vaccinations delivered to patients in 2021/22 on the following basis;

- 1) We can produce reports to evidence our activity
- 2) We were not reminded to sign up for the service despite being reminded about other lower value services
- 3) NHSE is applying different rules to errors made by PCSE and to errors made by GP Practices
- 4) Withholding these fees significantly affects our cashflow and ability to carry on delivering a good service to our patients.

I am aware NHS Resolution has declined appeals from other GP Practices on this same issue. I completely understand that this appeal can be rejected on a contract technicality. My aim in copying this appeal to our Member of Parliament is the hope that someone will be able to stand back and take a wider view than NHSE have to date."

The Commissioner's representations

- 3.2 In a letter of 4 September 2023 the Commissioner has provided representations on this matter which states:

"Further to your email ref. SHA/26055 dated 21 August 2023, I am responding on behalf of NHS England Midlands region.

The Parks Medical Practice in their submission state they are disputing the decision of NHS England (NHSE) commissioners to withhold payment for flu vaccinations delivered by the practice for the flu season 2021/22. The basis of this dispute is essentially whether it was reasonable for NHSE as the commissioner not to set aside the requirement to submit the claim for payment within six months of administering the vaccine.

Initially, NHS England Midlands Region would set out the process that GP Practices should follow and as described in the Direct Enhanced Service Specification for the delivery and payment of seasonal influenza vaccines:

- 1) All GP practices that wish to deliver the flu vaccination programme are required to sign up to the Enhanced Service Specification (ES).
- 2) The 2021/22 annual flu season ran from September 2021 to March 2022. The submission of claims is on a rolling 6-month basis. i.e., Vaccinations delivered in September 2021 should be claimed for by March 2022.
- 3) The following is taken directly from the Seasonal influenza vaccination programme Enhanced Service Specification for 2021/22 Sections 3 (Background and Duration), 4 (Process) and 13 (Payment and Validation):

Annex 1

- 3.1 This ES is for the Commissioner (NHSE) to commission the provision of influenza vaccinations to patients. This ES shall be effective from 1 September 2021 to 31 March 2022 unless it is terminated in accordance with paragraph 3.2
- 4.1 All GP practices which participate in this ES must sign up and respond to the commissioner (NHSE) in writing by 23:59 on Monday 16 August 2021. Payment and activity recording will be managed using the Calculating Quality Reporting Service (CQRS) and all GP practices must sign-up to CQRS no later than 16 August 2021.
- 13.3 Claims for payment in accordance with this ES should be made monthly, wherever possible.
- 13.4 GP practices must validate and submit a claim to the Commissioner (NHSE) for payment within 6 months of the date of the administration of the completing dose of the vaccine save for where paragraph 13.5 applies.
- 13.5 GP practices must validate and submit a claim to the Commissioner (NHSE) for payment within 3 months of the date of the administration of the completing dose of the vaccine where the vaccination is co-administered with a COVID-19 vaccine.
- 13.6 GP practices shall ensure that claims submission are validated to enable the Commissioner (NHSE) to correctly calculate the payment.
- 13.7 Payment will be made in respect of claims submitted by the last day of the month following the month the submitted claims are validated by the GP practice.
- 13.8 GP practices will only be eligible for payment in accordance with this ES where all of the following requirements have been met and payment is conditional on:
 - 13.8.1 the GP practice has entered into this ES, any variations and updates;
 - 13.8.2 the GP practice complies (and maintains compliance) with the requirements of this ES;
 - 13.8.3 the patient which received the vaccination(s) was a Patient at the time the vaccine was administered, and all of the following apply:
 - 13.8.3.1 the GP practice has only used the specified vaccines recommended in this ES specification and/or NHS England guidance.
 - 13.8.3.2 the GP practice administered the vaccine to the Patients;

13.8.3.3 the GP practice has not received and does not expect to receive any payment from any other source in respect of the vaccine or related to the delivery of the vaccination;

13.8.3.4 the GP practice makes available to the Commissioner (NHSE) any information under this ES, which the Commissioner (NHSE) needs and the GP practice either has or could be reasonably expected to obtain;

13.8.3.5 the GP practice make any returns reasonably required of it (whether computerised or otherwise) to the payment system or CQRS or as otherwise may reasonably be required by the Commissioner (NHSE) (or on the Commissioner's (NHSE) behalf) and do so promptly and fully;

13.8.3.6 in respect of any claims for payment relating to centrally supplied vaccines, the GP practice has complied with any published guidance relating to the ordering, use, claims and post-payment verification processes; and

13.8.3.7 all information supplied pursuant to or in accordance with this paragraph is accurate.

13.9 If the GP practice does not satisfy any of the above conditions, the Commissioner (NHSE) may withhold payment of any, or any part of, an amount due under this ES that is otherwise payable.

The following is taken directly from the Childhood Seasonal influenza vaccination programme Enhanced service specification for 2021/22 Sections 4 (process) and 7 (Payment and Validation):

Annex 2

4.1 This ES shall be effective from 1 September 2021 until 31 March 2022.

4.2 Commissioners will invite GP practices to participate in this ES before Monday 2 August 2021. All practices who wish to participate in this ES must respond to the commissioners' offer by 23:59 on Monday 16 August 2021. The agreement should be recorded in writing with the commissioner.

4.3 Payment and activity recording will be managed by the Calculating Quality Reporting Service (CQRS)⁷ and all GP practices delivering the service must sign-up to CQRS – no later than Monday 16 August.

7.2 GP practices will only be eligible for payment for this ES in circumstances where all of the following requirements have been met:

- a. The GP practice is contracted to provide vaccine and immunisations as part of additional services.
- b. All patients in respect of whom payments are being claimed were on the GP practice's registered list at the time the vaccine was administered and all of the following apply:
 - i. The GP practice administered the vaccine to the patients in respect of whom the payment is being claimed.
 - ii. The patient was an eligible patient on the date that the first vaccination was administered in respect of whom payment is being claimed.

- iii. The GP practice did not receive any payment from any other source in respect of the vaccine (should this be the case, then the commissioners may reclaim any payments as set out in this ES).
 - iv. The GP practice submits the claim within six months¹⁵ of administering the vaccine (commissioners may set aside this requirement if it considers it reasonable to do so).
- 7.3 Claims for payments for this programme should be made monthly, after the final completing dose has been administered. Where claims are entered manually, this should be within 12 days of the end of the month when the completing dose was administered. Where there is an automated data collection, there is a five-day period following the month end to allow practices to record the previous month's activity before the collection occurs. Activity recorded after the collection period is closed (five days), will not be collected and recorded on CQRS. GP practices must ensure all activity is recorded by the cut-off date to ensure payment.
- 7.4 Payment will be made by the last day of the month following the month in which the practice validates, and commissioners approve the payment.
- 7.5 Payments will begin provided that the GP practice has manually entered and declared achievement, or GPES¹⁷ has collected the data and the practice has declared such data. The first payment processed will include payment for the same period.
- 7.6 GP practices should ensure that the correct dosage is administered as clinically appropriate. Where two doses are required, a failure to do so may render the vaccination ineffective. Conversely where only one vaccination is clinically appropriate payment should not be made for a second dose within the period 1 September 2021 to 31 March 2022

The chronology of communication between NHSE/GMAST and the practice has already been provided as part of the application and will therefore not be repeated in this response.

NHS England provide the following in terms of evidence and narrative to respond to the dispute details:

- 1) The Parks Medical Practice are familiar with the process and requirements under the Enhanced Service and this fact is confirmed in the statement:

We have lost £45,178 because we prioritised our Covid response over our financial management and failed to chase up one claim among many.

- 2) Regarding the statement contained in the initial rejection of claim by [MT] GMAST provided by the practice:

According to our records, the practice did not complete and return the 2021/22 enhanced services sign-up sheet. This sheet acted as the formal sign up to the seasonal flu and childhood seasonal flu services, and because we have no record of having received it, the services were not offered to the practice on CQRS as the practice had not entered into a contract to provide them.

In order to look into this matter further, we would need the practice to provide evidence that the sign-up sheet was completed and returned to us at the time. This should be in the form of the original email which should have been sent back to england.gp-contracting@nhs.net, with the completed sign-up sheet attached.

NHSE, including the GMAST function, have no record of the contract sign up ever being received, we have been informed that the practice in question have no record of the signed contract being sent to NHSE. Without the signed contract, both adult and childhood influenza services were not offered out on CQRS.

- 3) NHS England Midlands region has more than 1200 GP practices across the region delivering flu vaccinations. The submission and acceptance of the sign-up forms has been completed without issue by most of these practices.
- 4) NHSE commissioners would confirm that the practice activity that this dispute relates to is for the 2021/22 flu season, which ran from September 2021 to March 2022, however the first time the practice raised this with NHSE was the 21 November 2022 – nearly 8 months after the end of that flu season. This meant that any retrospective payment NHSE would be able to make would be limited to the 6-month rule, ruling out any ability for pay for any activity that took place beyond 6 months.
- 5) Regarding the statement:

There were huge operational difficulties, including delayed delivery of vaccinations, IT failures, challenges of maintaining social distancing, effective infection control and adequate PPE. There were different flu vaccines for patient cohorts which made purchasing and running clinics more complex.

NHSE would expect practices to check and declare their data on a monthly basis and to check that all expected services are represented in the list that is being declared, given the practice did not highlight the issue with the influenza payments until November 2022 it would appear that the checking of all services did not take.

- 6) NHSE Commissioners decision making regarding this was based on the information that was made available at that time i.e., that the DES sign up was not provided to GMAST
- 7) NHSE reaffirm with practices regularly that there should be robust systems and procedures in place to manage their financial claims for immunisations and vaccinations rather than reliance on a single individual within the practice in order to support timely submissions.

Regarding this specific application and to confirm the NHSE stance – for clarity the reasons given for not supporting the practices claim are listed below:

- We are not aware of any evidence being provided by the practice to support the form being submitted back in the required timeframe.
- NHS England has no record of it having been received into the General Medical Advice and Support Team (GMAST) and subsequently being processed by them
- On the basis of the form not being received there is no contractual relationship established between the practice and NHS England for the service to be offered out on the Calculating Quality Reporting Service (CQRS)
- The Midlands Public Health Commissioning Team in NHS England has a clear and agreed policy that claims made outside of the 6-month contractual range will not be paid and therefore in order to be fair and transparent to all practices this policy is applied consistently.”

Observations

- 3.3 No observations were made by the Contractor in response to the representations from the Commissioner.

4. PRELIMINARY MATTERS

- 4.1 As well as making reference to the decision of NHS England to not pay the practice for the 2021/22 seasonal influenza service, the application for dispute resolution also made reference to the Contractor waiting resolution of two complaints to PCSE with regard to superannuation contributions.
- 4.2 Parties were advised these other matters were still ongoing locally and as such this application for dispute resolution would only be considering the dispute raised in respect of the 2021/22 seasonal influenza service.

5. CONSIDERATION

- 5.1 Since 1 July 2022, Integrated Care Boards have taken on delegated responsibility for the commissioning of primary medical services. NHS Resolution will issue this decision to the Commissioner which has responded to this dispute.
- 5.2 As part of this consideration of the application for NHS dispute resolution, I required an up-to-date version of the Contract in dispute containing all variations agreed since the contract was signed. The full Contract was not provided, however I was provided with a copy of a Standard General Medical Services Contract Variation Notice dated 14 April 2023. This has not been disputed by the Commissioner. I have assumed that the GMS Contract held by the Contractor reflects the provisions of the relevant Regulations in force at the relevant time and proceeded to determine the dispute on that basis.
- 5.3 From the information provided to me I am satisfied that the application for dispute resolution has been made within the time limits set out in the Regulations.
- 5.4 The Contractor raised the matter giving rise to the dispute with the Commissioner. The Commissioner responded in an email to the Contractor which the Contractor headed "initial rejection of claim by GMAST". An extract of this email was provided by the Contractor but it does not contain the header or footer of the email and is undated. From the limited information provided, it appears that that Contractor was in communication with the Commissioner.
- 5.5 The Contractor did provide a copy of an email dated 13 December 2022 from the Commissioner which the Contractor headed "Final rejection of claim by NHSE". The Commissioner, in their email of 13 December 2022 to the Contractor stated *"Your query re the seasonal and childhood flu and lack of payment has been passed onto me for a response. The email went on to state "The evidence provided by yourselves and reviewed by NHS England would indicate that the practice has not acted in accordance with the Enhanced service specification/contract and therefore NHS England are not in a position to uphold your appeal. The email concluded "Please note that there are no further escalation routes within NHS England and therefore should the practice wish to escalate this further then an appeal to NHS Resolutions [sic] is the only next option."*
- 5.6 There is no dispute from the Commissioner that the Contractor made an application for NHS dispute resolution following receipt of a final decision. I am content that local dispute resolution has been completed.
- 5.7 The application for dispute resolution is for payment for seasonal influenza vaccines for the financial year 2021/22. The Commissioner determined that payment for this financial year would not be made. I have been provided, by the Commissioner, with a copy of the "Enhanced Service Specification – Seasonal influenza vaccination programme 2021/22" as well as copies of the "Enhanced Service Specification Childhood seasonal influenza vaccination programme 2021/22"; "CQRS Declaring an Achievement for Payment Job Aid" and "CQRS Viewing, Accepting and Rejecting

Quality Services Offered Job Aid". The contents of the specifications and the application of them have not been disputed by the Contractor.

- 5.8 I note that the period in question, the year 2021/22, is covered by the above specifications.
- 5.9 There is no dispute between the parties that the practice provided the vaccinations and that the dispute centres around whether or not the practice signed up to the Enhanced Service Specification and is therefore entitled to payment for the provision of the vaccines from NHS England in accordance with it.
- 5.10 The Contractor states *"There were huge operational difficulties, including delay delivery of vaccinations, IT failures, challenges of maintaining social distancing, effective infection control and adequate PPE. There were different flu vaccines for patient cohorts which made purchasing and running clinics more complex. But our team prioritised this work in line with NHS guidance."*
- 5.11 The Contractor goes on to state: *"We accepted assurances of NHSE and CCG that no practice would lose income by prioritising their Covid response. We have lost £45,178 because we prioritise our Covid response over our financial management and failed to chase up one claim among many. During this period NHSE contacted me multiple times by email reminding me to sign up for the weight management and long covid services. I did not receive any reminders in respect of seasonal flu vaccines."* Finally the Contractor states *"We were not reminded to sign up for the service despite being reminded about other lower value services."*
- 5.12 The Contractor has not provided me with any information to demonstrate that they signed up to the DES in the form of a signed Enhanced Service Specification or emails to demonstrate that the sign-up sheet was returned to the Commissioner in line with the Enhanced Service Specification.
- 5.13 I next consider whether the Enhanced Service Specification – Seasonal Influenza vaccination programme 2021/22, assists either parties' position.
- 5.14 In the Specification under the heading 'Background' there is the following explanation of the service: *"The national influenza immunisation programme aims to provide direct protection to those who are at higher risk of influenza associated morbidity and mortality. Groups eligible for influenza vaccination are based on the advice of the Joint Committee on Vaccination and Immunisation (JCVI) who review the latest evidence on influenza vaccines and recommend the type of vaccine to be offered to Patients."*
- 5.15 Section 3 of the Specification is headed 'Background and Duration' which states:
"This ES is for the Commissioner (NHSE) to commission the provision of influenza vaccinations to Patients. This ES shall be effective from 1 September 2021 to 31 March 2022 unless it is terminated in accordance with paragraph 3.2."
- 5.16 Section 4 under the heading 'Process' the Specification states:
"4.1 All GP practices which participate in this ES must sign up and respond to the commissioner (NHSE) in writing by 23:59 on Monday 16 August 2021. Payment and activity recording will be managed using the Calculating Quality Reporting Service (CQRS) and all GP practices must sign-up to CQRS no later than 16 August 2021.
4.2 A GP practice's participation in this ES shall only continue for so long as it is in compliance with its terms."
- 5.17 Section 12, under the heading 'Monitoring' states:

- “12.1 GP practices must ensure that they comply with all reporting and monitoring guidance issued by the Commissioner (NHSE) including in relation to the process for recording the administration of vaccinations to enable the Commissioner (NHSE) to calculate payments accurately.
- 12.2 The Commissioner (NHSE) will monitor the provision of the services under this ES and will calculate payments under this ES using CQRS, wherever possible.”
- 5.18 Section 13 is headed ‘Payment and Validation’ and states:
- “13.8 GP practices will only be eligible for payment in accordance with this ES where all of the following requirements have been met and payment is conditional on:
- 13.8.1 the GP practice has entered into this ES, any variations and updates;
- 13.8.2 the GP practice complies (and maintains compliance) with the requirements of this ES;
- ...
- 13.9 If the GP practice does not satisfy any of the above conditions, the Commissioner (NHSE) may withhold payment of any, or any part of, an amount due under this ES that is otherwise payable.”
- 5.19 I note that similar wording is used in the “Enhanced Service Specification – Childhood seasonal influenza vaccination programme 2021/22” a copy of which was provided to me by the Commissioner. Again, I have no information before me from the Contractor to demonstrate that they signed up and entered into an agreement with the Commissioner for the provision of this directed enhanced service.
- 5.20 Section 4 of the “Childhood seasonal influenza vaccination programme 2021/22” is headed “Process” and states:
- “4.1 This process shall be effective from 1 September 2021 until 31 March 2022.
- 4.2 Commissioners will invite GP practices to participate in this ES before Monday 2 August 2021. All practices who wish to participate in this ES must respond to the commissioner’s office by 23:59 on Monday 16 August 2021. The agreement should be recorded in writing with the commissioner.
- 4.3 payment and activity recording will be managed by the Calculating Quality Reporting Service (CQRS) and all GP practices delivering the service must sign up to CQRS – no later than Monday 16 August.”
- 5.21 The Contractor, in their application states “We were not reminded to sign up for the service despite being reminded about other lower value services.” I note that there is no dispute from the Contractor that they did not receive the Enhanced Service Specification or that they were not aware of the requirements. On reviewing the Enhanced Service Specification I can find nothing contained within the specification that directs NHS England to remind contractors of the requirements of the Specification or the deadline for signing up to the CQRS and the Contractor has not directed me to any such provision.
- 5.22 I have not been provided with any information from the Contractor to demonstrate that they completed the sign-up sheet and responded to the Commissioner by the relevant dates as set out in the Service Specifications to demonstrate that the practice signed up to provide the directed enhanced service.

- 5.23 Whist I can appreciate the pressures that the Contractor was under as a result of the global COVID-19 pandemic, based on the considerations above, I cannot be satisfied that the Contractor entered into a DES agreement with the Commissioner. As a consequence, without the Contractor having entered into an agreement, no payment for the services is possible.
- 5.24 The Commissioner also provided copies of “Annex 3 – Declaring an Achievement for Payment Job Aid” and “Annex 4 – Viewing, Accepting and Rejecting Quality Services Offered” the application of which have not been disputed by the Contractor. These documents set out how a practice can navigate through CQRS so that they are able to see which services have been offered to them and they have signed up for as well as showing how payment declarations can be submitted. I am of the view that the Contractor should have been aware sooner than December 2022 that there was a problem with this DES and that payment had not been made but in any event I am not aware of any provision that overcomes the fact that it has not been proven that the DES 2021/22 agreement between the Contractor and the Commissioner, ever actually existed.

6. DECISION

- 6.1 I am satisfied that the Commissioner can decline the request for payments for the period the vaccinations were given to its patient population for the 2021/22 financial year as the Contractor has not demonstrated that it submitted its DES agreement as required by the Enhanced Service Specification – Seasonal Influenza vaccination programme 2021/22 or the Enhanced Service Childhood Seasonal Influenza Vaccination Programme 2021/22.
- 6.2 I note that neither party has submitted a claim for interest. I make no determination in this regard.

Head of Appeals NHS Resolution