

8th Floor
10 South Colonnade
Canary Wharf
London
E14 4PU

14 May 2025

FILE REF: SHA/26405

Tel: 020 3928 2000
Email: nhsr.appeals@nhs.net

DECISION MAKING BODY: NHS ENGLAND (MIDLANDS)
("THE COMMISSIONER")

PMS CONTRACTOR : GNOSALL SURGERY,
GNOSALL HEALTH CENTRE,
BROOKHOUSE ROAD,
STAFFORD, ST20 0GP

DISPUTE RESOLUTION – NATIONAL HEALTH SERVICE (PERSONAL MEDICAL SERVICES AGREEMENT) REGULATIONS 2015

RE: NON PAYMENT FOR COVID VACCINATIONS

1 Outcome

- 1.1 I am satisfied that the Commissioner can decline the payments for the period the Contractor provided COVID-19 vaccinations in 2024/2025 as there is no dispute from either party that the claim for the administration of the service was submitted outside the 15 day timescales allowed.
- 1.2 I note that neither party has submitted a claim for interest. I make no determination in this regard.

FILE REF: **SHA/26405**

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

PMS CONTRACTOR : **GNOSALL SURGERY,**
GNOSHALL HEALTH CENTRE,
BROOKHOUSE ROAD,
STAFFORD, ST20 0GP

DISPUTE RESOLUTION – NATIONAL HEALTH SERVICE (PERSONAL MEDICAL SERVICES AGREEMENT) REGULATIONS 2015

RE: **NON PAYMENT OF COVID VACCINATIONS**

1 INTRODUCTION

- 1.1 The above Contractor has referred the dispute in relation to its Personal Medical Services Agreement for dispute resolution in accordance with the NHS (Personal Medical Services Agreement) 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 27 November 2024 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 dated 27 November 2024;
 - 2.2.2 Email from the Contractor dated 24 December 2024 with enclosures;
 - 2.2.3 Email from the Commissioner dated 24 January 2025 with enclosures;
 - 2.2.4 Email from the Contractor dated 27 January 2025; and
 - 2.2.5 Email from the Commissioner dated 18 February 2025 with enclosures.

- 2.3 The Contractor has failed to send a copy of the [PMS] Agreement with its request for dispute resolution as is required by section 76(3)(b) of the Regulations. I have been provided with copies of variations to the Agreement dated July 2022, along with a copy of the agreement for the Contractor to provide COVID vaccinations on behalf of the Commissioner. I am therefore satisfied that I can resolve this dispute without sight of the contract.

3 PARTIES SUBMISSIONS

The Contractor's application

- 3.1 "I am sending this message to appeal against a decision that has been made to withhold payment for 595 covid vaccinations that we have personally administered to our patients over several clinics, this totals approximately £4,500 which as a practise [sic] we cannot afford to lose. We have been advised that we would not be paid for these vaccinations because they were not added to the Pharma Outcomes system withing [sic] the 15 day period of vaccination and that unless it was a technical issue that they could not override the contractual condition.
- 3.2 We are currently undertaking a lot of vaccinations including Flu, RSV, Shingles and Pneumonia and I am well aware that other practices are also experiencing the same workload. However, we have been trying to put on clinics to meet patient demand and use vaccines before the short expiry dates to avoid wastage, which had resulted in a high number of patient attendances and therefore more data to input to a system that it takes longer to input data [sic] than it does to record other vaccinations on our clinical system, such a [sic] flu which can be recorded at point of contact.
- 3.3 As a practise [sic] we have been having a lot of unforeseen staffing problems over recent months and have been spreading staff across the practice doing jobs that they would not normally do to ensure service continuity. Taking the afore mentioned into account unfortunately it was not achievable to upload the COVID vaccines onto Pharma Outcomes within the 15 day time limit. The vaccinations were uploaded to the site as soon as practicably possible and we are now currently up to date with our data entry.
- 3.4 We always endeavour to ensure that all information is uploaded / submitted in a timely manner and respect deadlines that are set. Thankfully things have now stabilised in regard to staffing issues we can now ensure that we meet the 15 day timeframe for any future clinics we may do.
- 3.5 To be penalised for experiencing unforeseen mitigating circumstances in a situation to which we have no control is unfair and definitely not supportive to the practice during a difficult period. As detailed above it would have been ok to input the data after the 15 days if there had been a technical issue?
- 3.6 We cannot afford to be financially penalised for this oversight and have contacted the LMC (Local Medical Committee) to ask for assistance and they have advised that they would appreciate it if the payment could be paid as we have undertaken the work and that mitigating circumstances should be taken into consideration.
- 3.7 I hope that the above information is enough for us to receive the payment."

Representations

The Commissioner's representations

- 3.8 "I am in receipt of your email and provide the following response in our representation on the matter in dispute.

- 3.9 For accuracy, please note that I work for and act on behalf of NHS England Midlands and not Staffordshire and Stoke on Trent as your letter suggests.
- 3.10 The Practice has advised that they did not enter COVID-19 vaccination records onto the point of care system within the specified 15 day window due to unforeseen staffing problems.
- 3.11 The [General Practice Enhanced Service Specification COVID-19 vaccination programme: 1 September 2024 to 31 March 2026](#) clearly outlines in paragraph 14.4.3 that the commissioner will pay in accordance with the following:
- 3.12 *14.4.3 the administration of the vaccination has been recorded on the Point of Care System on the day of the administration of the vaccination to the Patient. In exceptional circumstances, where it has not been possible to record the vaccination event on the day of the administration of the vaccination, and the Practice has recorded the exceptional circumstances on the Point of Care System as soon as possible afterwards and within 15 days of the day on which the vaccination was administered, the Practice will be eligible for the item of service fees and any associated payments. **Where the record of the vaccination event is not created within 15 days of the vaccination being administered, the Practice shall not be eligible for the item of services fees and any associated additional payments;** [emphasis added by the Commissioner.]*
- 3.13 The Midlands approach is in line with NHSE Standing Financial Instructions which are a legally binding agreement and therefore we do not have the authority to approve payments outside of these parameters.
- 3.14 Whilst we sympathise that the Practice experienced unforeseen staffing problems, we are unable to breach the Standing Financial Instructions that are in place as it is clear that the Practice did not enter the vaccination events onto the point of care system within the 15 day window.
- 3.15 Should you require any additional information, please do not hesitate to contact me."

Observations

- 3.16 No representations were made by the Contractor regarding its application for dispute resolution and, on this basis, the Commissioner was not invited to provide observations.
- 3.17 The Contractor did not make any observations on the representations which had been submitted by the Commissioner.

4 CONSIDERATION

- 4.1 As part of this consideration of the application for NHS dispute resolution, I required an up-to-date version of the Agreement in dispute containing all variations agreed since it was signed. This was not provided nor was there agreement between the parties on the version that is in place. I have therefore assumed that the Agreement between the parties reflects the provisions of the relevant Regulations in force at the relevant time and proceed to determine the dispute on that basis.
- 4.2 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.
- 4.3 In an email dated 13 November 2025 addressed to the Commissioner, a representative for the Primary Care Network that the Contractor is a party to, stated:

- 4.4 *“The practice has been extremely short staffed with sickness/ absence and covering for multiple clinics such as RSV/Flu/Covid all in a short space of time with very little administration to enter data for all these clinics, care homes and housebound visits.*

Whilst I understand that in previous programmes, the programme itself was short term and the data needed to be complete by the end date however this programme is much longer in time and am asking for a reprieve in this instance as the work (vaccination) was obviously completed and the data is on the system.

£4,500.00 for one practice is a lot to lose due to issues beyond their control.”

- 4.5 In an email dated 19 November 2025, the Commissioner replied to the Contractor stating:

“Unfortunately, unless it is a technical issue causing the problem that we are aware of, we cannot override the contractual condition. The practice may go through the NHS Resolution process...”

- 4.6 There is no dispute between parties that local dispute resolution has been exhausted and that the Contractor has made an application for NHS dispute resolution following receipt of a final decision from the Commissioner. I am content that local dispute resolution has been completed.

- 4.7 The application for dispute resolution is in relation to non-payment for COVID-19 vaccinations for the year 2024/2025. I have been provided, by both the Commissioner and the Contractor, with a copy of the ‘General Practice Enhanced Service Specification COVID-19 vaccination programme: 1 September 2024 to 31 March 2026’. I have also been provided with confirmation from both parties that the Contractor signed an agreement to provide the vaccinations as detailed in the specification. The contents of the specifications and the application of them have not been disputed by the Contractor.

- 4.8 I note that the period in question, 2024/2025, is covered by the above specifications.

- 4.9 There is no dispute between the parties that the practice provided the vaccinations and that the dispute centres around whether or not the Contractor is entitled to payment as set out in the specification.

- 4.10 I therefore consider whether the ‘Enhanced Service Specification COVID-19 vaccination programme: 1 September 2024 to 31 March 2026’ assists parties’ position in this dispute.

- 4.11 In the specification under the heading ‘Payment Arrangements’ it states:

“14.3 Claims for payments for this ES set out in paragraph 14.1 and 14.2 must be made via the Manage Your Service (MYS) portal provided by the NHS Business Services Authority (the NHSBSA). Claims should be made by the 5th day of the month following the month in which the administration of the vaccination occurred (the “Expected Claim Date”) but will be accepted by the NHSBSA if they are submitted within three months of the Expected Claim Date. Any claims that are submitted later than three months following the Expected Claim Date will not be processed and the Practice will not receive any item of service payment for those vaccinations.

14.4 Claims submitted in accordance with this ES will only be paid where:

The Patient in respect of whom payment is being claimed was within one of the eligible JCVI Cohorts and that JCVI Cohort was announced and authorised by the Commissioner for the administration of the vaccination by the Practice, at the time the vaccination was administered;

The Practice has used a COVID-19 vaccine supplied and recommended in accordance with the latest advice;

The administration of the vaccination has been recorded on the Point of Care System on the day of administration of the vaccination to the Patient. In exceptional circumstances, where it has not been possible to record the vaccination event on the day of the administration of the vaccination, and the Practice has recorded the exceptional circumstances on the Point of Care system as soon as possible afterwards and within 15 days of the day on which the vaccination was administered, the Practice will be eligible for the item of service fees and any associated additional payments. Where the record of the vaccination event is not created within 15 days of the vaccination being administered, the Practice shall not be eligible for the item of service fees and any associated additional payments;

The Practice has not received and does not expect to receive any payment from any other source (other than discretionary funding made available by the Commissioner relating to the delivery of the COVID-19 vaccination programme and/or under its COVID-19 ES Vaccination Collaboration Agreement) in respect of the vaccine or vaccination.

The claim for the payment was submitted in accordance with paragraph 14.3;”

4.12 I note further under the heading ‘Payments’ it states:

“Payment under this ES, or any part thereof, is conditional on the Practice satisfying the following:

Entering into this ES, including any variations and updates;

Having in place a COVID-19 ES Vaccination Collaboration Agreement that complies with the requirements of paragraph 5.7;

Complying (and maintaining compliance) with the requirements of this ES;

Making available to the Commissioner any information under this ES which the Commissioner needs and the Practice either has or could be reasonably expected to obtain;

Making any returns (including payment claims as required by paragraph 14) or providing any information reasonably required by the Commissioner (or on the Commissioner’s behalf) (whether computerised or otherwise) to support payment and do so promptly and fully; and

Ensuring that all information supplied pursuant to or in accordance with this paragraph 14 is accurate.”

4.13 I have not been provided with information to confirm when the vaccinations were inputted on the Point of Care System as referenced in the specification however I note that neither party dispute that this was done outside of the 15 day period from the date that the vaccinations were administered. I consider that, in order to be compliant with the specification, any claim for vaccinations given would need to be inputted to the Point of Care System within 15 calendar days of the date of the vaccination being administered.

4.14 There is no suggestion that the vaccinations were inputted within the 15 calendar days but due to a technical error, these had failed to be properly recorded or that a technical error resulted in a delay in inputting the data.

- 4.15 Whilst I can appreciate and have sympathy with the pressures that the Contractor was under at the time, I am not satisfied that the Contractor submitted the claim for the vaccinations within the 15 days set out in the specification. I am of the opinion that, having signed and agreed to provide the service set out in the specification, the onus was on the Contractor to ensure that it was aware of its content including relevant timescales for claims and the consequences of non-compliance with the specified timescales.

5 DECISION

- 5.1 I am satisfied that the Commissioner can decline the payments for the period the Contractor provided COVID-19 vaccinations in 2024/2025 as there is no dispute from either party that the claim for the administration of the service was submitted outside the 15 day timescales allowed.
- 5.2 I note that neither party has submitted a claim for interest. I make no determination in this regard.

Head of Appeals
NHS Resolution