

16 September 2025

FILE REF: SHA/26631

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**DECISION MAKING BODY: NHS ENGLAND & BIRMINGHAM AND SOLIHULL
INTEGRATED CARE BOARD
("THE COMMISSIONER")**

GMS CONTRACTOR : WEST HEATH SURGERY PARTNERSHIP

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

RE: NON-PAYMENT OF FLU VACCINE PAYMENTS FOR SEPTEMBER – DECEMBER 2024

1. Outcome

- 1.1 I am satisfied that that the Commissioner can decline the updated claim for payments for September to December 2024 as the claim was submitted outside the 3 month timescale allowed from the date the vaccination dose was administered.
- 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 OF FLU VACCINE PAYMENTS FOR SEPTEMBER – DECEMBER 2024

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 82 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 email dated 5 June 2025 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 dated 5 June 2025 with attachments, from the Contractor;
 - 2.2.2 Email dated 27 June 2025 with GMS Contract (unsigned) attached, from the Contractor;
 - 2.2.3 Email dated 10 July 2025 with GMS Contract variation (signed) attached, from the Contractor; and
 - 2.2.4 Letter dated 1 August 2025, with enclosure, from the Commissioner

3. PARTIES' SUBMISSIONS

The Contractor's application

Email dated 5 June 2025

- 3.1 "West Heath Surgery hold a GMS contract, providing standard GP services to our local community. Within our list size, we have care home patients registered with us, with the care of these patients being undertaken by our supporting federation - Southdocservices (SDS).
- 3.2 Whilst we work closely with SDS and support each other through a variety of operational programs, we are 2 separate entities despite the delivery of patient care being provided to patients registered at West Heath Surgery. During this years flu season, regular searches were being completed by the Surgery to ensure that figures being claimed on CQRS were accurate however, we were unaware that flu vaccinations being completed by the SDS care home teams were being recorded incorrectly until recently.
- 3.3 Upon encountering this issue, I submitted a CQRS amendment form but I was told our figures were too late to be amended. The Surgery would like to ask for this to be reconsidered due to the collaborative working with another provider and diligence being completed at the time. Further in this email, I have included the communications between myself and [C] from CQRS. I have also attached the amendment form.
- 3.4 As the service manager for SDS Care homes, [G] has already been in touch but for further contact and verification, her email address is [XXX] with the Surgery's contact number being [XXX].

Email dated 27 June 2025

- 3.5 "Please find attached a copy of the Surgery's GMS contract, provided by the BSOL ICB contracts team.
- 3.6 I have also copied the trail below from a local manager, of which the reasoning we are disputing. The contact details requested can be found in his signature."

Representations

NHS England's representations

- 3.7 "I am in receipt of your email and provide the following response in our representation on the matter in dispute.
- 3.8 One point for clarity, in the documents provided by West Heath Surgery, they refer to [CML] working for CQRS, he doesn't, he works as part of the General Medical Advice & Support Team (GMAST) in the Office of the West Midlands - Supporting the six West Midlands ICBs, hosted by Birmingham & Solihull ICB.
- 3.9 I attach one email trail which appears to be missing from the pack provided by you, this is email correspondence between the practice and the GMAST team concerning the flu achievements in question. This correspondence confirms that colleagues in the GMAST team supported with the January and February 25 claims as they were in date but explained they could not approve the Sep-Dec 24 claims because the three months from the achievement date to declare or request amendments to the Seasonal Flu/Childhood Flu services had expired.

- 3.10 The practice did not declare their flu achievements within the required timeframe, the Enhanced Service specification: [General Practice Enhanced Service Specification Seasonal influenza vaccination programme 2024/25](#) quotes:

11.2.3. Practices submitting claims to the Commissioner (NHSE) for payment monthly wherever possible and Practices must:

(a) 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;

and

(b) ensure that claims submission are validated to enable the Commissioner (NHSE) to correctly calculate the payment.

- 3.11 The Practice did not submit within the specified timeframe and whilst we sympathise with the Practice, we are unable to process outside of this specified timeframe.

- 3.12 Should you require any additional information, please do not hesitate to contact me.”

Observations

No observations were received.

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 Contract in dispute containing all variations agreed since the Contract was signed. This was provided and has not been disputed by the Commissioner.
- 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 I note the additional information provided with the Contractor's application includes email correspondence between the Commissioner and the Contractor in respect of the matter at hand. I am therefore content that local dispute resolution was entered into and that an agreement between the parties could not be reached prior to referral for NHS dispute resolution.
- 4.4 The application for dispute resolution relates to the non-payment of seasonal influenza vaccines for the financial year 2024/25. I note that a copy of the Enhanced Service Specification “Seasonal influenza vaccination programme 2024/25” (“the Specification”) was provided by the Commissioner. The content of the specification and the application of it has not been disputed by the Contractor.
- 4.5 I note that the period in question, the year 2024/25 (specifically those vaccinations administered in September to October 2024) is covered by the Specification.
- 4.6 There is no dispute between the parties that the Contractor signed up to provide the Enhanced Service. Further, there is no dispute that the Contractor provided the vaccinations. The dispute centres around whether or not the Contractor is entitled to payment for the provision of these vaccinations in accordance with the Specification.
- 4.7 I note the Contractor's comments that it works closely with its supporting federation, South Doc Services (SDS), which delivers services to patients registered at West

Heath Surgery, although they are two separate entities. The Contractor comments further that *“During this years flu season, regular searches were being completed by the Surgery to ensure that figures being claimed on CQRS were accurate however, we were unaware that flu vaccinations being completed by the SDS care home teams were being recorded incorrectly until recently.”* The Contractor states that it submitted a CQRS amendment form, but was told that it was too late for the figures to be amended.

- 4.8 I note that the Commissioner makes specific reference to section 11 of the Specification and quotes:

“11.2.3. Practices submitting claims to the Commissioner (NHSE) for payment monthly wherever possible and Practices must:

(a) 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; and [Commissioner’s emphasis]

(b) ensure that claims submission are validated to enable the Commissioner to correctly calculate the payment.”

- 4.9 I note that the Specification states:

“11.1 Subject to compliance with this ES, a payment of £10.06 shall be payable to the Practice for the administration of each influenza vaccination to Patients.

11.2. 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:

11.2.1. The Patient who received the vaccination(s) was a Patient at the time the vaccine was administered, and all of the following apply:

(a) the Practice has only used the specified vaccines recommended in this ES and/or Commissioner guidance;

(b) the Patient in respect of whom payment is being claimed was within an announced and authorised cohort at the time the vaccine was administered, unless exceptional circumstances apply as set out in paragraph 9.7 and the vaccination was administered after the announced and authorised date for the vaccinations to take place;

(c) the Practice has not received and does not expect to receive any payment from any other source in respect of the delivery of the influenza vaccination. Practices may claim a dispensing fee as set out in paragraph 16(2) and 16(3) of the NHS General Medical Services Statement of Financial Entitlements Direction 2023 for influenza vaccinations administered to Patients. Where any vaccine is centrally supplied, no claim for reimbursement of vaccine costs or personal administration fee apply to those vaccinations delivered to Patients. The vaccines reimbursed as part of the NHS Seasonal Influenza Immunisation Programme 2024/25 are outlined in the Flu Letter. During the influenza season there may be additional advice from the Commissioner or UKHSA if there are issues with vaccine supply.

11.2.2. the Patient’s influenza vaccinations have been administered by the Practice.

11.2.3. Practices submitting claims to the Commissioner for payment monthly wherever possible and Practices must:

(a) validate and submit a claim to the Commissioner for payment within 3 months of the date of the administration of the completing dose of the vaccine; and

(b) ensure that claims submission are validated to enable the Commissioner to correctly calculate the payment.

11.3. 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 Practice.

11.4. Practices must keep a record of the relevant circumstances to support reporting requirements and payment processes."

4.10 There is no dispute that the Contractor must submit claims monthly, however there is a 3 month period in which claims can be submitted for payment.

4.11 I note that the Commissioner has provided an email chain beginning with an email from the Contractor to the Commissioner dated 2 April 2025 stating *"Please find attached amendment for M85007"*.

4.12 The Commissioner replied by email dated 3 April 2025 as follows:

"I'm afraid we can't amend your September, October, November or December Seasonal Flu achievements.

You will be aware that (as per the service specification and reminders which we sent out), practices had three months from the achievement date to declare or request amendments to the Seasonal Flu / Childhood Flu services:

- Amendments to your September achievement should have been requested by 31 December 2024*
- Amendments to your October achievement should have been requested by 31 January 2025*
- Amendments to your November achievement should have been requested by 28 February 2025*
- Amendments to your December achievement should have been requested by 31 March 2025*

There are no exceptions to the above deadlines.

I've re-attached a copy of your template, and have highlighted in red the amendments which we are unable to process.

My colleague will process your January and February amendments."

4.13 I note that the Contractor has provided a copy of the template showing entries for September to December 2024 in red.

- 4.14 The Contractor has not responded to dispute the dates by which amendments for September, October, November and December 2025 should have been made and I note that these dates are in accordance with the Specification. Based on the information available to me, I am of the view that the notification of 2 April 2025 falls outside the 3 month period.
- 4.15 I next consider whether there are any mitigating circumstances. I note the Contractor's comments that the incorrect recording of flu vaccinations being completed by SDS had not been noticed "*until recently*". I further note the Contractor's request for this matter "*to be reconsidered due to the collaborative working with another provider and diligence being completed at the time.*"
- 4.16 I note the email dated 18 April 2025 received from SDS which states:
- 4.16.1 "*Unfortunately, we encountered some issues this season, our f12 functionality was unfortunately set up incorrectly meaning that flu vaccines that were administered and coded were done so using the wrong code. We also had Locums working for the service who were unfamiliar with our processes during this time. We have now put measures into place to ensure that this does not happen moving forward these include using the same clinician to administer the vaccine, and ensuring adequate training has been given to all admin staff to ensure they are aware of the correct coding and timeframe moving forward.*"
- 4.17 I note that the Specification at 9.7 states:
- "9.7. Practices will not be eligible for payment for the administration of influenza vaccinations outside the announced and authorised cohorts unless they are able to evidence exceptional clinical circumstances requiring influenza vaccination to be administered at the request of the Commissioner."
- 4.18 There does not appear to be any provisions in the Specification for exceptional non-clinical circumstances but I have considered whether there are in this case. Whilst I have sympathy with the Contractor that there has clearly been some confusion regarding the recording of flu vaccinations by SDS, I am of the view that the Contractor has the overall responsibility to check it had correctly submitted its monthly data, even if those vaccines and/or the recording of the vaccines are provided by a third party, following which there is a three month 'grace' period for it to validate the data for payment. The Contractor should be familiar with the requirements of the deadlines and therefore should have identified any issues sooner.
- 4.19 Based on the information that the Contractor has provided, I am of the view that the reasons given for the late submission of claims are not exceptional as set out in the Specification.

5. DECISION

- 5.1 I am satisfied that that the Commissioner can decline the updated claim for payments for September to December 2024 as the claim was submitted outside the 3 month timescale allowed from the date the vaccination dose was administered.
- 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