NHS Resolution

10 October 2025

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FILE REF: **SHA/ 26510**

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

GMS CONTRACTOR: **ALBRIGHTON MEDICAL PRACTICE**

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

RE: APPLICATION FOR DISPUTE RESOLUTION REGARDING UNDERPAYMENT OF FLU VACCINE PAYMENTS 2023/24

1. Outcome

1.1 I am satisfied that the Commissioner can decline the claim for payments of the 908 influenza vaccinations administered between September and December 2023 as the claim was submitted outside the 3 month timescale allowed from the date the completing 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: APPLICATION FOR DISPUTE RESOLUTION REGARDING UNDERPAYMENT OF FLU VACCINE PAYMENTS 2023/24

1. INTRODUCTION

1.1 The above Contractor referred the dispute in relation to its General Medical Services Contract for dispute resolution in line with 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 an email dated 10 February 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 from the Contractor dated 10 February 2025, with enclosures;

2.2.2 Email from the Contractor dated 17 February 2025, with enclosures including GMS Contract variations;

2.2.3 Email from the Contractor dated 20 February 2025, with enclosures;

2.2.4 Email from the Contractor dated 25 February 2025, with enclosures including confirmation that the Contractor signed up to the Seasonal Flu Enhanced Services 2023/2024;

2.2.5 Email from the Commissioner dated 26 February 2025, with enclosures;

2.2.6 Email from the Commissioner dated 13 March 2025, with enclosure;

2.2.7 Email from the Contractor dated 24 March 2025, with enclosure;

2.2.8 Emails from the Contractor dated 28 March 2025, with enclosures;

2.2.9 Email from the Contractor dated 31 March 2025 with enclosures;

2.2.10 Email from the Contractor dated 11 April 2025 with enclosure;

2.2.11 Email from the Contractor dated 5 June 2025;

2.2.12 Email from the Contractor dated 8 June 2025 with enclosure;

2.2.13 Email from the Commissioner dated 11 June 2025 with enclosure;

2.2.14 Email from the Contractor dated 25 June 2025;

2.2.15 Emails from the Contractor dated 4 July 2025;

2.2.16 Email from the Contractor dated 10 July 2025; and

2.2.17 Email from the Contractor dated 17 August 2025.

3. PARTIES SUBMISSIONS

The Contractor's application

Email dated 10 February 2025

3.1 "I am a GP partner at Albrighton Medical Practice. We participate in the flu campaign every year, with the aim of protecting our community and to bring in revenue for the surgery to provide care for our patients.

3.2 As per advice from NHS England, we entered our patients onto Pinnacle, for the Flu and Covid vaccine programme 23/24. Indeed, we were told that it was compulsory to do the above, even when concerns were raised that the system was not working correctly (see attached emails). What we did not realise (until September 2024) was that Pinnacle had entered them onto our surgery system EMIS as "external provider given". This is factually incorrect as we gave the vaccines; not an external provider. Therefore, our searches did not pick up nearly 1,000 vaccines that we gave at the surgery. As a consequence of this, we have not been paid for these vaccines.

3.3 Our PCN manager - Mrs [EB] - raised multiple concerns to Pinnacle that the system was not fit for purpose and that she had grave concerns that surgeries

would not be paid correctly for giving the flu vaccines. Her concerns were never fully addressed and we weren't given any answers to our queries. As a result, the case still remains open (please see attached emails).

3.4 For the past 5 months, I have been in discussion with: the NHS help desk, GP support team, Complex Query Management Team (part of Provider Assurance GP Services) and Mrs [KW] - Head of Operations and vaccinations for West Midlands. The whole process has been very time consuming, with a lot of conflicting advice as to why the error occurred by NHS England (I have enclosed the email trails from all parties involved). Some of the replies have stated that there is an issue with the Pinnacle computer system. Others state that there is no issue with Pinnacle. Surprisingly, one reply even suggested that Bridgnorth Medical Practice had received our flu vaccine payments (which is incorrect).

3.5 It is interesting, that for this year's flu/covid campaign, surgeries have been told not to enter flu vaccinations onto Pinnacle and to enter them onto their surgery's system. This would suggest that NHS England recognises that there is issue with Pinnacle and entering the flu vaccines onto this portal.

3.6 Albrighton Medical Practice believes that this is a computer system error, which seems to be a reoccurring problem with inaccurate programmes being written for government services. We feel, as a surgery, that it is morally wrong that we have not been paid for the vaccines that we have given, as it is not our fault. This has resulted in a significant loss of much needed income for our surgery in very challenging times."

Email dated 17 February 2025

3.7 "Please find attached a copy of our GMS contract and copy of the variation.

3.8 We do not hold a PMS contract.

3.9 I can confirm that the application is being brought by Albrighton Medical Practice and not the South-East PCN.

3.10 Yes, I can confirm that local dispute resolution has been exhausted. In the initial email I sent, I attached all correspondents from all parties involved in the dispute (total of 13 email trails)."

Representations

<u>The Commissioner's representations</u>

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

3.12 The original queries from the practice were all handled through the NHS Business Services Authority.

3.13 The BSA looked at the initial query raised by [EB] from the practice on 04/12/2023 and the associated correspondence she provided and have

confirmed that clear guidance was given to [E] on 06/12/2023 regarding the way co-administered flu vaccines should be recorded and claimed for.

3.14 [E] stated that she understood this on 06/12/2023.

3.15 [E] stated on 07/12/2023 that 'the co administration button in Pinnacle wasn't there.' Any issues with Point of Care System functionality should have been addressed with the system provider as the BSA were not empowered to access, view, or amend any data on PCN Point of Care Systems, which are proprietary platforms outside the scope of their remit.

3.16 [E] was asked by the BSA on 20/12/2023 for some additional information to assist the investigation of her query at that time, which was not forthcoming.

3.17 [E] then stated on 20/12/2023 'the obvious answer to this is to leave the Flu claims unpaid and let the practices claim as they always have done.'

3.18 The Complex Query Management Team have established that the co-administered flu activity was carried out at PCN level (at site B1K9F) and recorded on the Pinnacle Point of Care (POC) system and successfully flowed through to MYS in the usual manner without issue and this activity was not declared by the PCNs registered MYS users within 3 months and 5 calendar days as per the service specifications and therefore no longer eligible for payment.

3.19 The Practice claim that they didn't declare the flu vaccinations because they were shown as given by an external provider by Pinnacle, unfortunately I don't have access to confirm or deny this, however the BSA did confirm that it is correct that vaccinations entered onto a POC by a practice can sometimes appear as having been performed by another/external provider(s). It is my understanding that EMIS shows activity carried out by a PCN grouping, other GP practices, or a pharmacy, as another/external provider(s) separate from the patients registered practice. This extends to the PCN grouping that the practice belongs to.

3.20 We are not aware that any other practice experienced issues with this process.

3.21 Whilst there are some mitigating circumstances in this case, we sympathise that the practice experienced issues they feel were not their fault, resulting in this activity not being declared by the PCNs registered MYS users within 3 months and 5 calendar days as per the service specifications and is therefore no longer eligible for payment. 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.

3.22 The Enhanced Service specification: PRN00627-gp-seasonal-influenza-enhanced-service-specification-v2.pdf quotes:

3.23 "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.

3.24 Should you require any additional information, please do not hesitate to contact me."

The Contractor's representations

3.25 "I am a GP partner at Albrighton Medical Practice. We participate in the flu campaign every year, with the aim of protecting our community and to bring in revenue for the surgery to provide care for our patients.

3.26 As per advice from NHS England, we entered our patients onto Pinnacle, for the Flu and Covid vaccine programme 23/24. Indeed, we were told that it was compulsory to do the above, even when concerns were raised that the system was not working correctly (see pages 24 and 26 of enclosed documents). What we did not realise (until September 2024) was that Pinnacle had entered them onto our surgery system EMIS as "external provider given". This is factually incorrect as we gave the vaccines; not an external provider. Therefore, our searches and the searches from GMAST West Midlands (CQRS) did not pick up nearly 1,000 vaccines that we gave at the surgery. As a consequence of this, we have not been paid for these vaccines. Please see page 44 of the enclosed documents from Mr [MT] (Contract Manager GMAST). It is evident that he felt that their [sic] was an issue with Pinnacle (see page 24 and 26). He writes that it is the surgeries responsibility to check all achievements. I do not disagree with this comment, we did check, but as they were logged onto our system incorrectly as "external provider given" and we were unaware of this, our searches did not pick up these vaccines.

3.27 Please see attached document, page 64 (5ii), NHS England, Seasonal Influenza Vaccination Programme Enhanced Service 23/24. "Some practices have access to both a GP IT Clinical System and a Point of Care (PoC) System. For each influenza vaccination event, practices must only record in one, not both, of these systems. Vaccinations events co-administered with Covid-19 as part of a PCN grouping must be recorded in POC system using the co-administration template and not their practices' GP IT clinical systems. Page 65 (6) "Single system recording is imperative to avoid duplication in clinical records and payments. No where in the NHS contract (Seasonal Influenza Vaccination Programme, Enhanced Service 23/24) does it state that flu vaccines will be entered onto EMIS as an external provider given.

3.28 Our PCN manager - Mrs [EB] - raised multiple concerns to Pinnacle that the system was not fit for purpose and that she had grave concerns that surgeries would not be paid correctly for giving the flu vaccines or indeed receive duplicate payments (see attached page24). Her concerns were never fully addressed and we weren't given any answers to our queries. As a result, the case still remains open. It is evident from the email correspondents (page 24 and 26) that GMAST agree with us.

3.29 For the past 6 months, I have been in discussion with: the NHS help desk, GP support team, Complex Query Management Team (part of Provider Assurance GP Services) and Mrs [KW] - Head of Operations and vaccinations for West Midlands. The whole process has been very time consuming, with a lot of conflicting advice as to why the error occurred by NHS England (I have enclosed the email trails from all parties involved). Some of the replies have stated that there is an issue with the Pinnacle computer system (see page 32 and page 44). Surprisingly, one reply even suggested that Bridgnorth Medical Practice had received our flu vaccine payments (which is incorrect, see page 58).

3.30 It is interesting, that for this year's flu/covid campaign, surgeries have been told not to enter flu vaccinations onto Pinnacle (POC system) and to enter them onto their surgery's system. This would suggest that NHS England recognises that there is issue with Pinnacle and entering the flu vaccines onto this portal.

3.31 Albrighton Medical Practice believes that this is a computer system error, which seems to be a reoccurring problem with inaccurate programmes being written for government services (please see page 47). We feel, as a surgery, that it is morally wrong that we have not been paid for the vaccines that we have given, as it is not our fault. This has resulted in a significant loss of much needed income for our surgery in very challenging times. Please may I draw your attention to page 63, of the enclosed documents. Section (9) from the General Medical Services, Statement of Financial Entitlements Directions 2024 "NHS England may accept a claim outside of he [sic] six months' period, if it reasonable to do so." We feel that these circumstances are exceptional and that our late claim should be accepted.

3.32 I am very grateful for your help and I hope that this can be resolved amicably."

Observations

The Commissioner's observations

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

The Contractor's observations

3.34 "Thank you for forwarding me the response from Mrs [W] regarding the dispute for unpaid vaccines for the financial year 2023/24, to Albrighton Medical Practice. I have annotated our response in green.

3.35 There are further email correspondents that Mrs [B] received, notably from [ZB] (case worker for Primary Care Services) that state that they have "requested further data" and "As soon as we know anything, we'll be back in touch with you". There is also an email to Mrs [W] from Mrs [B]:-

3.36 "Dear [K],

3.37 Dr [H] has forwarded the response onto me.

3.38 I'm afraid I do not agree with the response given.

3.39 Yes, everything stated here is correct. But the BSA have failed to take into consideration the telephone conversation I had with [C] on 11th Dec 23 (as detailed in the email trail). [C] agreed that we have done what we could, given the local circumstances we had found ourselves in. Do you have a recording of this telephone call to refer to?

3.40 The missing button was reported to the POC system and rectified in a couple of weeks by the outcomes4health (POC system). However, this meant the vaccines couldn't be recorded as co administered, they had to be recorded separately until the button was fixed and therefore the claim wasn't correct. I couldn't distinguish between which were administered together and which were separate. They were all logged under the same reference.

3.41 If I claimed it all - I would owe a significant sum back as it would duplicate practice payments for anything NOT co administered. [C] agreed it was best to not do this. You will also know that payment is not provided if the vaccine is logged later than 7 days post vaccine, therefore you will know that we couldn't have waited for the button to be fixed before entering the vaccines separately. Waiting would have also led to incorrect information on the patients EMIS records and potentially caused a patient to be called up twice.

3.42 You will also see from the email trail attached that there was a reason the information requested was not forthcoming. It was not clear what I was expected to populate the table with. I asked for clarification on 20 Dec 23 and the response was that the data would be checked 'their end' by [Z]. I had no response.

3.43 Therefore, the case was left unresolved."

3.44 Mrs [W] replied suggesting that we “raise an appeal via NHSR.”

3.45 We feel that the above information, reinforces our dispute to make a late claim.

3.46 The Seasonal Influenza Vaccine Programme Enhanced Service 2023/24 clearly states “The time period may be extended by the Commissioner (NHSE) where it considers that exceptional circumstances apply.” We feel that our case meets these circumstances.

3.47 Being entered onto EMIS as “external provider given” is crucial in making and checking claims. Our patients can choose who they wish to administer their flu vaccines. This can be external sources such as pharmacist and vaccine centres. We do not want to claim for vaccines that we have not given, and therefore our searches exclude external providers. We were not informed from Pinnacle that they would enter the information in such a manner. We feel this is a computer system error as we gave the vaccines, not an external provider. Interestingly, for the Covid/ Flu 24/25 campaign, surgeries were informed to NOT enter the flu vaccines onto Pinnacle (only Covid). This could suggest that NHS England recognise that there is an issue with Pinnacle and entering flu vaccines onto this portal.

3.48 Why did NHS England ask for surgeries not to enter flu vaccines onto Pinnacle for the 24/25 campaign? This could suggest that they have a lot of complaints. The documents that we enclosed in the original email (Pg9) state that Pinnacle "are working through several hundred incidents right now." These comments do not suggest a system that is running smoothly.

3.49 We feel that there are lots of "mitigating circumstances" why we should get paid: -

3.49.1 Pinnacle was not fit for purpose for the 23/24 Covid/Flu campaign. This has been shown by the emails/ telephone conversations with Mrs Butterworth. Also, NHS England asked for the flu vaccines for 24/25 to be entered directly onto Emis, instead of Pinnacle, insinuating that there was an issue with Pinnacle for flu payments.

3.49.2 Even though all the NHS services we have contacted over the past 8 months have tried to help us (we are very grateful for this), the conflicting reports as to why the error occurred, has been very confusing and totally inaccurate. They have ranged from: "Yes, there is an error with the coding with Pinnacle and not with the practice" to "Bridgnorth Medical Practice have been paid for your vaccines" (which is inaccurate).

3.49.3 The Seasonal Influenza Vaccine Programme Enhanced Service 2023/24 document clearly states "The time period may be extended by the Commissioner (NHSE) where it considers that exceptional circumstances apply." We feel that our case meets these circumstances.

3.49.4 Albrighton Medical Practice believes that this is a computer system error, which seems to be a reoccurring problem with inaccurate programmes being written for government services. We feel, as a surgery, that it is morally wrong that we have not been paid for the vaccines that we have given, as it is not our fault."

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. With its application for NHS dispute resolution, the Contractor provided a copy of two GMS variation notices, a copy of "Memorandum of Understanding with the Medicines Management Team" agreement and stated that "*We do not hold a PMS contract*". In its representations, the Contractor provided various links to what it referred to as "*the GMS contract and all variations*". I note that copies of various GMS variation notices were enclosed but not a copy of the full GMS Contract. I also note that copies of various Personal Medical Services (PMS) agreement variation notices were enclosed. In response to NHS Resolution's question requesting confirmation of the status of the Contract, the Contractor confirmed on 4 July 2025 that *"we moved to a GMS contract in 2015*". I have therefore assumed that the GMS Contract between the parties reflects the

provisions of the relevant Regulations in force at the relevant time and can 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 of 12 September 2024 the Contractor raised the matter giving rise to the dispute with the Commissioner stating:

4.3.1 *"Please can I have your help.*

4.3.2 *Our claims for last years flu campaign 2023 -2024 are incorrect. We have not claimed for nearly 1,000 vaccines.*

4.3.3 *I can see what the issue was - the flu and Covid vaccines as per NHS advice were entered onto Pinnacle. Pinnacle has entered the flu vaccine onto our EMIS as an external provider giving these vaccines (which is incorrect- it was Albrighton Medical Practice) - therefore when we ran our initial searches these were not picked up.*

4.3.4 *We have the evidence that we have given these vaccines. Please can you let me know how to claim for these?"*

4.4 Following this, several emails were sent between the Contractor and the Commissioner with the Commissioner sending its final response on 23 January 2025 by concluding that *"I am afraid there is nothing more I can do on this, the next steps would be NHSR. Primary Care Appeals - NHS Resolution"*, which I note was reiterated on 4 February 2025.

4.5 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.

4.6 The Contractor has submitted an application for NHS dispute resolution in relation to unpaid claims for influenza vaccinations administered under the Seasonal Influenza Vaccination Programme Enhanced Service 2023/24. The Contractor contends that 908 vaccinations were incorrectly labelled as "external provider given" on their EMIS system, resulting in them being excluded from their reimbursement claims. Consequently, they were not paid. The Contractor asserts that this designation was erroneous and caused by their Point of Care system, Pinnacle, and that NHS BSA should exercise its discretion to allow late submission of claims due to exceptional circumstances.

4.7 The Contractor's submissions include that the vaccinations were administered by the practice and not by a third party, and that the labelling issue prevented them from claiming reimbursement.

4.8 The evidence provided indicates that the Contractor submitted 892 vaccinations under the 'flu only' button and 208 through the Flu/Covid button.

The Contractor has identified 908 vaccinations recorded on EMIS as “external provider given”, which they did not claim for due to this label. The Contractor states that this designation was a system error and that Pinnacle is not fit for purpose. I consider it unclear if this secondary reason is in addition to or as an alternative to there being a system error.

4.9 I consider it necessary, in order to properly assess this application, to set out a more complete history of the issue. Having reviewed the significant volume of evidence provided, I have concluded that the Contractor's application, representations and observations omit certain details which help to fully comprehend the situation in which they were operating.

4.10 As an initial point, having reviewed the 2023/24 GP Seasonal Influenza Enhanced Service Specification (adults and at-risk groups) (the "Specification"), I note that there are several ways in which influenza vaccinations could be administered under the Specification. It is therefore essential to clarify the type of influenza vaccination administration being claimed by the Contractor, which I note was not made clear in its application, representations or observations. Therefore, I have had regard to all the evidence provided in order to conclude the nature of the administration.

4.11 I note that an email from the Contractor to NHS BSA dated 11 November 2024 clearly states that "*the flu vaccines were entered onto Pinnacle if given with the Covid vaccine - as per advice last year from NHS England*" and "*We entered the flu vaccines onto Pinnacle when given with the Covid vaccines. My understanding is that this is a PoC system*".

4.12 As per the Seasonal Influenza Vaccination Programme Enhanced Service 2023/24 - Additional Guidance on Recording of Influenza Vaccination Events, Payments and Collaboration (the "Guidance"), paragraph 5(ii), "*Vaccination events co-administered with COVID-19 as part of a PCN grouping must be recorded in the PoC system using the coadministration template and not their practices' GP IT clinical systems.*" It also indicates conversely that vaccination events delivered individually, must be recorded in the GP IT clinical system.

4.13 I, therefore, must conclude that, based on the comments by the Contractor, and the circumstances of this application, that the vaccinations in question were co-administered with a Covid-19 vaccination. In addition, I consider that, if they were not, they would not have been entered on Pinnacle, which is central to the Contractor's reasoning.

4.14 Having established that the influenza vaccinations were co-administered for the purposes of this application for dispute resolution, I consider that specific requirements must be met for these to be claimed under the Specification. To co-administer vaccinations, the Contractor was required to be part of a Primary Care Network ("PCN") grouping, as specified in the Enhanced Service Specification COVID-19 Vaccination Programme: 1 September 2023 to 31 March 2024. I have also been provided the Collaboration Agreement signed by the Contractor which enabled delivery of the Covid-19 and influenza vaccinations in accordance with the relevant specifications.

4.15 I next turn to establishing the events that led to the lack of payment. I note that the Contractor has referred to Pinnacle being "not fit for purpose" but no further explanation is given. Having reviewed the email correspondence provided, I have concluded that what is being referred to is an issue experienced by the PCN in relation to the Pinnacle system, and its ability to record vaccination events accurately, in accordance with the Guidance. There are no emails referencing the exact start date of the issue, but it would appear that in September 2023, when vaccinations started to be administered, Pinnacle was lacking what is described as a "co-administration button". I assume that this is a label within Pinnacle that could be applied to influenza vaccinations where they were co-administered, in order to ensure that they were recorded properly and subsequently claimed by the PCN.

4.16 I have not been provided with any detailed explanation of the issue. However, my understanding is that due to the lack of this button, practices had two options. On the Pinnacle system there was a button for influenza, a button for Covid-19 and a third for co-administration. As per the Guidance, the influenza button was not to be used when only an influenza vaccination was administered, as it was to be recorded on the GP IT clinical system. Therefore, when the co-administration button was unavailable, practices could either record onto Pinnacle using the influenza button (rather than co-administration), or onto their GP IT clinical system.

4.17 The emails from the PCN manager indicate that some practices within the PCN recorded vaccinations in both ways, due to concerns regarding payment. The PCN manager has thus stated that they were unable to determine which vaccinations to claim via the Manage Your Service ("MYS") system.

4.18 As per an email from the PCN manager, the lack of a co-administration button was "*rectified in a couple of weeks*". However, it appears that the resolution of the issue did not stop practices within the PCN from continuing to use a blend of recording, contrary to the Specification and Guidance. The PCN manager states, in an email dated 7 December 2023, that they could not determine which claims had already been made through normal practice routes, and which they should claim via the (PCN) MYS system.

4.19 The PCN manager's emails to NHS BSA stated that the solution should be that all practices claim via their normal methods. I have not been provided copies of correspondence relating to the beginning of the issue, or evidence that the PCN was instructed to claim in this manner, except for a reference to a phone call where the PCN manager was told by a person within NHS BSA that they have done "*all that they can*".

4.20 I note that the Specification, Guidance and Collaboration Agreement make it clear that it was anticipated that the relevant PCN would claim for the influenza vaccinations which were co-administered. This payment would then be made to the host practice, who would then ensure that payment was made to the relevant individual practice. Given that payment was due to said host practice rather than the Contractor, I have considered whether the PCN was the correct entity to bring the claim for missing payments.

4.21 The Contractor has stated that they were unable to claim due to a system error, as I have indicated above. I note that the Contractor has stated that they were "*informed that all surgeries must claim for their own vaccines that were entered onto Pinnacle, as the computer system was not working correctly – as per [the PCN Manager]'s email*". Whilst I have not been provided with a copy of the email which included this instruction, I conclude that they were told to do so by the PCN rather than by the Commissioner or NHS BSA. Therefore, I consider that they were acting under the impression that they were required to claim via their normal means for the vaccinations in issue.

4.22 Accepting this logic, when they did not claim due to the "external provider given" label, it became an issue for the practice rather than the PCN, as the Contractor was claiming in their capacity as a practice. I consider that, in these very specific and unique circumstances, despite payment being owed to the host practice of the PCN for co-administered vaccinations, the application for dispute resolution can be brought by the practice.

4.23 I will now move on to consider the issues raised by the Contractor in relation to the dispute. Firstly, the question of why entries were labelled as "*external provider given*". The Contractor states that the label "*external provider given*" implies that the vaccinations were delivered by a third party, which was not the case. They assert that the label was automatically applied due to a system fault and that this constitutes an exceptional circumstance warranting the extension of the limitation period for claims.

4.24 I have considered the Contractor's representations and reviewed the relevant documentation, including the Specification and the Guidance. I have also considered the operational context in which the vaccinations were delivered, namely under the Collaboration Agreement within the PCN.

4.25 I note that the Commissioner has stated that the "*external provider given*" label is sometimes applied by EMIS systems when a vaccination is provided by a PCN. I have had regard to an email from NHS BSA dated 13 November 2024 which states "*it is my understanding that EMIS shows activity carried out by a PCN grouping, other GP practices, or a pharmacy, as another/external provider(s) separate from the patients registered practice*". I consider that these two statements are indicative of it being a standard designation used within EMIS to identify vaccinations that have been recorded on the Point of Care system.

4.26 I consider that the use of this label reflects the structural and contractual framework of the Specification, Guidance and Collaboration Agreement. Under the Specification, practices operating under a Collaboration Agreement may deliver vaccinations on behalf of the PCN, with claims submitted centrally. I conclude, therefore, the label "*external provider given*" serves to distinguish such activity from vaccinations delivered and claimed independently by the practice. It is not a reflection of the physical location of administration nor of the identity of the administering clinician, but rather of the claiming pathway, thus it does not contradict the Contractor's position that it provided the vaccinations itself.

4.27 In addition, I consider it is logical that such a label would be applied, in order to prevent practices accidentally claiming for co-administered vaccinations, which should be claimed by the PCN. Therefore, there is a sound purpose to such labelling, and a factual accuracy in their description. As such, I do not consider that the label "external provider given" is unique to the Contractor's practice nor is it indicative of a system malfunction.

4.28 I conclude that the label "external provider given" was correctly applied in accordance with the system's design and the contractual framework of the Specification. It does not constitute a system error and does not, in itself, prevent the submission of claims. Rather, it reflects the fact that the vaccinations were delivered under a PCN-level arrangement and that the PCN was the appropriate entity to submit claims, not the practice.

4.29 The Contractor's assertion that the label prevented them from claiming is not supported by the Specification or Guidance. Indeed, the Guidance does not envision that practices would be claiming for co-administered vaccinations themselves. The Guidance requires that claims be submitted by the host practice. In this case, that entity was the PCN. The Contractor's decision not to claim, based on the label, was therefore a misinterpretation of the system's functionality.

4.30 The Contractor has stated that they were advised to claim for their own vaccinations entered onto Pinnacle. As I have noted, there is no evidence that this approach was endorsed by the Commissioner or NHS BSA. The Guidance does not provide for individual practice-level claims, in relation to co-administered vaccinations, where a Collaboration Agreement is in place and where the PCN is the designated claimant. The Contractor's reliance on this advice appears to have been based on informal communications within the PCN rather than on formal guidance or instruction, though I do not appear to have been provided a copy of this instruction.

4.31 It is apparent from the evidence provided by the Contractor, that the PCN played a key role in the delivery of vaccinations under a Collaboration Agreement, and that communications issued within the PCN shaped the approach taken by member practices to the claiming process. I note that the PCN appeared to be responsible for resolving both the issues with the Pinnacle system and the subsequent claiming issue.

4.32 The Guidance provides that, with a Collaboration Agreement in place, then, in relation to co-administered influenza vaccinations, claims were to be made by the PCN. Further to this, the host practice of the PCN was then to receive payments for said co-administered vaccinations. This would be calculated based on the record created in the PCN grouping's Point of Care system.

4.33 I have reviewed the email chain provided by the Contractor, including correspondence dated 13 November 2024, which confirms that the Contractor's vaccination activity did indeed flow to the PCN's MYS portal. This indicates that the vaccinations were available for the PCN to claim. I note that the PCN manager has confirmed this but stated that, despite having the records, claims were not submitted. As I have referred to, the failure to submit

claims appears to have arisen from the PCN's difficulty in identifying which co-administered vaccination had not already been claimed by practices.

4.34 As the Contractor has stated, they then did not claim for the vaccinations in question due to the "external provider given" label. This meant that despite there being two opportunities where the vaccinations could have been claimed, both had been missed.

4.35 I consider that the circumstances described above point to issues with the approach taken by the PCN. Although the Contractor acted in accordance with the advice received and sought to comply with the Guidance as understood, the PCN's suggested claiming solution appears to have directly contributed to the non-submission of claims. The Specification places responsibility for claiming with the host practice of the PCN, and the evidence suggests that this responsibility was not properly discharged.

4.36 I do not make any finding as to the appropriateness of the PCN's internal decision-making or the rationale for the approach adopted. However, I consider that the Contractor's inability to claim for the vaccinations in question arose in the context of a decision taken by the PCN, rather than from any failure on the part of the Contractor to comply with the Specification or Guidance.

4.37 I consider that the Contractor should not have been placed in a position where they were expected to claim for vaccinations that had already been recorded on Pinnacle and consequently flowed through to the PCN. I note that it was never intended that practices would be required to claim for co-administered vaccinations, nor that they would need to interpret system labels in isolation to retrospectively determine eligibility. Their claiming directly for vaccinations, whilst not in accordance with the Guidance, was on the basis of instructions provided.

4.38 The evidence I have considered indicates that the PCN adopted an alternative approach to claiming during the period affected by the Pinnacle issue, whereby practices were encouraged to submit claims individually. As I have noted, there is no evidence that this approach was approved by the Commissioner or NHS BSA. While the PCN appears to have retrospectively informed NHS BSA of the steps taken, it is not clear whether any formal endorsement was sought or received.

4.39 I note that the PCN had access to the relevant data and could have engaged with the Contractor to resolve the issue by identifying the affected vaccinations and then submitting the claims via MYS. Whilst this may have represented more effort on the part of the PCN, it would have made sure vaccines were claimed in accordance with the Specification and Guidance.

4.40 I note that the Commissioner has stated that the claims are no longer eligible for payment as they are outside of the three month and five day window specified in the Specification. Conversely the Contractor has suggested that there exists a discretion which the Commissioner could exercise in order to allow late submission of claims. They have further suggested that the circumstances stated, i.e. the labelling and Pinnacle issues, constitute

exceptional circumstances which would warrant the exercise of said discretion. I have considered this in light of the relevant provisions of the Specification and Guidance.

4.41 Paragraph 39 of the Guidance provides that claims for influenza-only vaccinations must be submitted no later than three months from the end of the month in which administration of the vaccine occurred. It further states that this time period may be extended where the Commissioner considers that exceptional circumstances apply. Paragraph 40 of the Guidance, in relation to co-administered vaccinations, also states that claims must be submitted within three months of the date of administration of the completing dose but does not include any provision for discretionary extension.

4.42 The inclusion of a discretionary extension in only paragraph 39, indicates that the Commissioner has expressly limited the scope of the discretion to influenza-only vaccinations. I further note that there is nothing elsewhere in the Guidance to suggest that such a discretion exists in respect of co-administered vaccinations. I consider that to read such a discretion into paragraph 40 would consequentially undermine the intention of the drafting.

4.43 As I have already considered, the vaccinations in question must have been co-administered. These claims therefore fall within the scope of paragraph 40 and so I must conclude that there is no applicable discretion for extending the limitation period.

4.44 I have considered whether there is any alternative basis on which discretion could be exercised to allow late submission of claims. The Specification does not contain any provision for discretionary extension of the claiming window for any type of vaccination. There is also no precedent or authority for a freestanding discretion to award payment outside the terms of the Guidance.

4.45 I conclude that, while the circumstances described by the Contractor are complex and exceptional, the claimed vaccinations cannot fall within the scope of the discretionary extension provided under paragraph 39, due to being co-administered. I consider that they are instead subject to the strict time limits set out in paragraph 40 and that the Contractor made the claims for these vaccinations outside of those limits. In consequence of this, the claims are outside of the limitation period, and I cannot make an award of payment in this regard.

5. DECISION

5.1 I am satisfied that the Commissioner can decline the claim for payments of the 908 influenza vaccinations administered between September and December 2023 as the claim was submitted outside the 3 month timescale allowed from the date the completing 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