

1 October 2025

FILE REF: SHA/26632

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**DECISION MAKING BODY: NOTTINGHAM AND NOTTINGHAMSHIRE
INTEGRATED CARE BOARD
("THE COMMISSIONER")**

GMS CONTRACTOR: TUXFORD MEDICAL CENTRE

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

RE: NON-PAYMENT FOR VACCINATIONS

1. Outcome

- 1.1 I am satisfied that that the Commissioner can decline claims for payments for the relevant period submitted outside the 6 month timescale allowed.
- 1.2 I note that neither party has submitted a claim for interest with regard to this dispute so 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 email dated 6 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 from the Contractor of 6 June 2025 together with enclosures;
 - 2.2.2 Email from the Contractor of 27 June 2025 together with enclosures; and
 - 2.2.3 Letter from the Commissioner of 21 July 2025.

- 2.3 The Contractor has not provided a copy of the Contract with its request for dispute resolution as is required by paragraph 83(3)(b) of the Regulations. I have, however, been provided with a copy of the variation to the Contract dated 1 April 2022 and on that basis I am satisfied that I can resolve this dispute without sight of the Contract.

3. PARTIES SUBMISSIONS

The Contractor's application

- 3.1 In an email of 6 June 2025, the Practice Manager, on behalf of the Contractor stated:

“Could you let me know the steps required to refer the decision made in the e-mail trail below to NHS Resolution Primary Care Appeals for a final decision?”

Essentially, Bassetlaw, as an area – moved from South Yorkshire ICB to Nottinghamshire ICB some time ago, but in doing so the mechanism for claim and receiving payment for some services (CQRS – www.cqrs.nhs.uk) failed and took a long time to catch up (I'm still unsure whether it is fully working correctly). This has resulted as a loss of income [sic] for vaccination work done for at least two practices in Bassetlaw, ourselves (at Tuxford) and XX.”

Representations

The Commissioner's representations

- 3.2 In a letter dated 21 July 2025, the Commissioner has provided representations on this matter and states:

“Thank you for your letter of 30 June 2025, concerning Tuxford Medical Centre and an application for dispute resolution regarding payment for CQRS vaccine adjustments from April 2023 to December 2024.

We note that the practice is a Bassetlaw practice which has transferred from South Yorkshire to Y60 Midlands and due to issues with transfer on CQRS, practices were advised by the East Midlands Primary Care Team that they would need to submit manual claims until new services would be re-offered on CQRS in April 2025. The claim submitted by the practice on December 17th, 2024, was substantial and included claims dating back to April 2023. However, as per the GMS Statement of Financial Entitlements Directions 2024, Part 5 – Claims for payment paragraphs 7,8 and 9 clearly states the following:

(7) A Contractor must use reasonable endeavours to submit a claim to NHS England for payment of the IoS fee before the end of the period of 1 month beginning on the date of administration of the dose of vaccine and immunisation to which the payment relates.

(8) Without prejudice to paragraph (7) and subject to paragraph (9), a Contractor must submit a claim to NHS England for payment of the IoS fee by no later than the period of 6 months beginning on the date of

administration of the dose of vaccine and immunisation to which the payment relates.

(9) NHS England may accept a claim made outside of the 6 months' period, if it considers it reasonable to do so.

The practice has a responsibility to ensure that manual claims are submitted to the East Midlands Primary Care Team within the required timescales and not to rely on CQRS data due to the continuing issues with Bassetlaw practices. This should be carried out in a timely manner to ensure that the relevant timeframes for submission are not missed by the practice and that reliance on previous data is not used as a proxy for future claims.

We acknowledge that when the initial claim was made in December 2024 that 479 vaccinations were still within the claim period and payment for these vaccinations was made in April 2025."

Observations

- 3.3 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.
- 3.4 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 Contract in dispute containing all variations agreed since the Contract was signed. This was not provided to me, however I was provided with a signed variation to the Contract dated 1 April 2022 and there is no dispute between the parties that there is a GMS Contract in place. On this basis, I have assumed that the Contract 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 as set out in the Regulations.
- 4.3 I have been provided with correspondence between the Commissioner and the Contractor showing that local dispute resolution has been entered into. I note that in its final decision email of 24 February 2025 the Commissioner stated "*If the practice is unhappy with this decision, you can contact NHS Resolutions, [sic] which is the further escalation route [Primary Care Appeals - NHS Resolution](#)*".
- 4.4 I note that there is no dispute between the parties that local dispute resolution has been exhausted which has resulted in the Contractor making an application to NHS Resolution. Based on the information before me, I am content that local dispute resolution has been completed.

- 4.5 The application for dispute resolution relates to the non-payment for vaccinations for the financial year 2023/24 as well as for the period April 2024 to May 2024.
- 4.6 I note that the initial dispute from the Contractor to the Commissioner was also with regard to payment for the period June 2024 to December 2024. I note that the Commissioner agreed that manual payment for the vaccinations during this period would be made and the Contractor agreed to this.
- 4.7 In its representations the Commissioner confirmed this, stating *"We acknowledge that when the initial claim was made in December 2024 that 479 vaccinations were still within the claim period and payment for these vaccinations was made in April 2025"*.
- 4.8 I am of the view that, based on this information and the agreement from the Contractor that there is no dispute with regard to the period June 2024 to December 2024. I am of the view that the claims still in dispute are with regard to the period April 2023 to March 2024 and April 2024 to May 2024.
- 4.9 I note that the Commissioner has referred to the Statement of Financial Entitlement ("the SFE") and in particular the GMS Statement of Financial Entitlements Directions 2024 ("the 2024 SFE"). Whilst the 2024 SFE only covers part of the claims in dispute, I note that the Contractor has not disputed the application of the SFE.
- 4.10 There is no dispute between the parties that the Contractor provided the vaccinations during the relevant periods. The dispute centres around whether or not the Contractor is entitled to payment for the provision of these vaccinations in accordance with the SFE.
- 4.11 I note that the Contractor is based in Bassetlaw and that, as an area, Bassetlaw was moved from South Yorkshire ICB to Nottinghamshire ICB. I further note, according to the Applicant, that in moving the area of Bassetlaw to Nottinghamshire ICB *"... the mechanism for claim and receiving payment for some services (CQRS – www.cqrs.nhs.uk failed and took a long time to catch up (I'm still unsure whether it is fully working correctly). This has resulted as a loss of income for vaccination work done for at least two practices in Bassetlaw, ourselves (at Tuxford) ..."* However, the Contractor has not expanded upon its reference to *"failed"* but the Commissioner has commented on the transfer arrangements in its representations.
- 4.12 In its representations, the Commissioner states *"We note that the practice is a Bassetlaw practice which has transferred from South Yorkshire to Y60 Midlands and due to issues with transfer on CQRS, practices were advised by the East Midlands Primary Care Team that they would need to submit manual claims until new services would be re-offered on CQRS in April 2025."*
- 4.13 Whilst I have not been provided with any correspondence regarding the *"issues with transfer on CQRS"* I note that both parties are in agreement that there was a problem which resulted in claims having to be submitted manually until *"new services would be re-offered on CQRS in April 2025."*

- 4.14 I note that the claims in question are for the financial year 2023/24 as well as for April 2024 to May 2024, which is another period during which manual submissions had to be made by practices due to the ongoing issues with CQRS. Again, I note that this is not in dispute.
- 4.15 I note, that in its representations the Commissioner states “*The practice has a responsibility to ensure that manual claims are submitted to East Midlands Primary Care Team within the required timescales and not to rely on CQRS data due to the continuing issues with Bassetlaw practices.*”
- 4.16 And goes on to state “*This should be carried out in a timely manner to ensure that the relevant timeframes for submission are not missed by the practice and that reliance on previous data is not used as a proxy for future claims.*”
- 4.17 I note that the SFE, as referred to by the Commissioner under Part 5 “Vaccines and Immunisation”, paragraph 18, sub-heading “Claims for Payment” states:
- “(7) *A Contractor must use reasonable endeavours to submit a claim to NHS England for payment of the IoS fee before the end of the period of 1 month beginning on the date of administration of the dose of vaccine and immunisation to which the payment relates.*
- (8) *Without prejudice to paragraph (7) and subject to paragraph (9), a Contractor must submit a claim to NHS England for payment of the IoS fee by no later than the period of 6 months beginning on the date of administration of the dose of vaccine and immunisation to which the payment relates.*
- (9) *NHS England may accept a claim made outside of the 6 months’ period, if it considers it reasonable to do so.*”
- 4.18 I am of the view that the Contractor must submit claims monthly, however there is a 6 month period in which claims can be submitted for payment.
- 4.19 The Commissioner has stated that as the claims were not submitted within the relevant 6 month period no payment is due to the Contractor.
- 4.20 I note that I have not been provided with any of the data relating to the claims in question and have no information before me as to the actual date that any information was submitted to the Commissioner. Whilst I do not have this information before me, I note that there is no dispute that the claims in question are for the period April 2023 to May 2024.
- 4.21 I am of the view that the Contractor should have been aware of the payment arrangements for the vaccinations and when these should have been claimed. Further, the Contractor appears to have been aware of the issues with the CQRS system and that manual input was required and was therefore aware of how the payment system was working following the transition of Bassetlaw from South Yorkshire ICB to Nottinghamshire ICB. I am of the view that it is for the Contractor to ensure that systems are in place to check that the correct amounts have been received, having regard to the vaccination information that they hold and have inputted.

- 4.22 Whilst I can understand the frustration of the Contractor that the payments have not been made, if payments were not made when they were expecting them to be made, especially as they were aware of the ongoing problems with the CQRS system and that claims needed to be inputted manually, then the Contractor should have reviewed this and sought to rectify the problems within the period allowed for submission.
- 4.23 I note that the Contractor only raised the issue of non-payments with the Commissioner in December 2024, however I have no information before me as to when exactly the issue came to light.
- 4.24 I am of the view that the Contractor, being aware of the relevant timescales as well as the ongoing CQRS issues, should have raised non-payment, for whatever reason, with the Commissioner within the relevant period as set out in the SFE before the final date to make a claim has passed.
- 4.25 I note that there is provision within the SFE at paragraph 18 for payment of a claim outside the 6 month window. Paragraph 18(9) states:
- “(9) NHS England may accept a claim made outside of the 6 months’ period, if it considers it reasonable to do so.”*
- 4.26 I note that it is discretionary for the Commissioner to accept a claim made outside of the 6 month period, if the Commissioner considers that it is reasonable to do so.
- 4.27 The Contractor, in an email to the Commissioner of 11 February 2025, set out the reasons as to why, due to a combination of factors, the claims were not made within the relevant 6 month period.
- 4.28 I note that one of the main reasons was due to the ongoing issues with CQRS, however as set out above, I am of the view that, given the Contractor was aware of the technical issues facing the extraction of claims, this is not a reason as to why the manual inputting of claims were made outside the 6 month window.
- 4.29 I am sympathetic to the issues at the Contractor’s practice in terms of staff absences, which occurred during the latter part of 2023 and in September 2024. However, the Contractor accepts that this meant there was “*focus*” on maintaining patient services “*rather than back office duties*”. It is clear to me that this was an internal decision not beyond the Contractor’s control. The consequence of it was that the non-payment of claims was not realised until it was pointed out to the Contractor when the accounts were being finalised.
- 4.30 The Commissioner has applied its discretion to considering payment outside of the 6 month window and refused to make the payment. On the basis of my observations at 4.28 and 4.29, I do not consider there to be any grounds for me to interfere with the Commissioner’s decision in this regard.

5. DECISION

- 5.1 I am satisfied that that the Commissioner can decline claims for payments for the relevant period submitted outside the 6 month timescale 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