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23 October 2025

FILE REF: SHA/26683

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

GMS CONTRACTOR: **BRIERLEY PARK MEDICAL GROUP**
127 SUTTON ROAD
HUTHWAITE
SUTTON IN ASHFIELD
NG17 2NF

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

RE: FLU VACCINATION PAYMENTS 2024/2025

1. Outcome

1.1 I am satisfied that that the Commissioner can decline the updated claim for payments for October 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: FLU VACCINATION PAYMENTS 2024/2025

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 31 July 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 31 July 2025 from the Contractor;

2.2.2 Email dated 18 August 2025 with enclosures from the Contractor including GMS Contract Variation notices;

2.2.3 Letter dated 9 September 2025 with enclosures from the Commissioner; and

2.2.4 Email dated 18 September 2025 from the Contractor enclosing a copy of its GMS Contract (signed).

3. PARTIES SUBMISSIONS

The Contractor's application

3.1 "Further to our communication with [VL], Contracts Office for East Midlands Primary Care Team we are formally appealing against the decision taken to not pay our late flu claim. Whilst we acknowledge that a more thorough check of CQRS should have been undertaken, we have never encountered any issues before with the extraction of data from CQRS. As a practice we have steadfastly supported and promoted the year on year flu campaigns and in recent times COVID vaccinations to ensure that our patients are given the best opportunity of protection. For the 24/25 campaign our recording processes changed due to the practice agreeing to deliver combined COVID and flu; of note we were the only practice within our PCN that were offering both vaccines. We believe the error in reporting was down to the template that we were requested to use and with hindsight we should have scrutinised the data closely. During this period the practice also went through a very challenging CQC inspection. Whilst we acknowledge what the scope of the contract is (see extract below) we feel that we are being severely punished for what was a simple human error. It also brings into question whether we will continue to offer flu and COVID vaccinations for our patients going forward. When practices are facing downward pressure on income with rising costs, in all areas, this is a bitter pill to swallow.

3.1.1 *Your claim was out of scope as per the below extract of the 2024/25 and 2025/26 GP Enhanced Services Specification, and the practice had sufficient time to submit a claim before the deadline*.

3.1.2 *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*.

3.2 Brierley Park has always prided itself on being proactive with the seasonal flu campaign and despite the fact that increasingly this brings little profit we have continued to provide this service. Beyond the 25/26 season it is likely we will withdraw from this enhanced service.

3.3 It feels somewhat very one sided when it comes to claims. Post payment verifications the ICB are extremely quick to recoup monies where an error has

been made in over claiming and yet when a practice makes an error it is basically tough luck."

Representations

The Commissioner's representations

3.4 "Thank you for your letter of 26 August 2025, concerning Brierley Park Medical Group and an application for dispute resolution regarding payment for CQRS flu vaccine payments for 2024/25.

3.5 We note that the initial claim submitted by the practice on 8th July 2025, was out of scope of the 3 months submission deadline as per the 2024/25 and 2025/26 GP Enhanced Services Specification – Payment and Validation paragraph 11.2.3.

3.5.1 **11.2.3. Practices submitting claims to the Commissioner for payment monthly wherever possible and Practices must:**

3.5.2 **(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**

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

3.6 In their initial correspondence, the practice acknowledged that the issue was identified by their accountants rather than through their own internal business review. Brierley Park Medical Group are responsible for ensuring that any activity reported through the Calculating Quality Reporting Service (CQRS) accurately reflects the data recorded in their clinical systems. If discrepancies arise between the two, the practice must submit a claim to the East Midlands Primary Care Team.

3.7 The practice must ensure that all claims are submitted to the East Midlands Primary Care Team within the designated deadlines. 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."

3.8 [Enclosures of email correspondence and screen shots of SystmOne Gateway Flu 2024 25 Activity.]

The Contractor's representations

3.9 [The Contractor provided a copy of their signed GMS contract.]

Observations

The Commissioner's observations

3.10 Nothing further received.

The Contractor's observations

3.11 Nothing further 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 I have not been provided with a copy of the Enhanced Service Specification "Seasonal influenza vaccination programme 2024/25" ("the Specification") by either party. However, the Commissioner has quoted paragraph 11.2.3 of the Specification which covers the period in question, and this has not been disputed by the Contractor.

4.5 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.

4.6 I note the Contractor states "*Whilst we acknowledge that a more thorough check of CQRS should have been undertaken, we have never encountered any issues before with the extraction of data from CQRS. As a practice we have steadfastly supported and promoted the year on year flu campaigns and in recent times COVID vaccinations to ensure that our patients are given the best opportunity of protection. For the 24/25 campaign our recording processes changed due to the practice agreeing to deliver combined COVID and flu; of note we were the only practice within our PCN that were offering both vaccines. We believe the error in reporting was down to the template that we were requested to use and with hindsight we should have scrutinised the data closely. During this period the practice also went through a very challenging CQC inspection. Whilst we acknowledge what the scope of the contract is (see extract below) we feel that we are being severely punished for what was a simple human error*."

4.7 I note that the Commissioner makes specific reference to section 11 of the Specification and quotes: "*as per the 2024/25 and 2025/26 GP Enhanced Services Specification – Payment and Validation paragraph 11.2.3*.

> *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*."

4.8 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.

4.9 I note the Contractor provided an email chain which starts on 8 July 2025 which states:

4.9.1 "*Could I please ask as a matter of urgency, if you could look in to our CQRS Flu Payments for 2024/25. There are a couple of issues that have been brought to our attention by our accountants*:-

4.9.2 *The figures on CQRS are incorrect - Our Achievement for 2024/25 is as follows and we cannot understand why CQRS have not picked up the following activity. I have listed below the vaccination uptake for each month*:-

4.9.2.1 *October 2024 = 1326*.

4.9.2.2 *November 2024 = 772*.

4.9.2.3 *December 2024 = 218*.

4.9.2.4 *January 2025 = 26*.

4.9.3 *The payments that we have received are as follows (which are incorrect due to the above)*:-

4.9.3.1 *November Statement = £70.42*.

4.9.3.2 *December Statement = £0:00*.

4.9.3.3 *January Statement = £633.78 (November CQRS Submission)*.

4.9.3.4 February Statement = £291.74 (October CQRS Submission).

4.9.3.5 March Statement = £321.92 (January CQRS Submission).

4.9.4 *Even if our figures were correct, we will still have been missing payments for October & December CQRS submissions. I would be most grateful if this could be investigated urgently*."

4.10 In response to a request by the Commissioner for further information, the Contractor's email of 21 July 2025 states:

4.10.1 "…. *We are sincerely sorry that we have not identified this error any sooner. This was identified by our Accountants , who on reviewing his practice accounts identified a massive drop in our flu payments, hence our investigation into this matter*.

4.10.2 *Our flu payments have never been an issue in the past and because of this we authorised the CQRS Payment Declarations without checking, and from this significant event this is something that we will not do again. We have put systems in place to ensure that this will not happen again*.

4.10.3 *After investigation however we have identified were the error occurred. We are a COVID vaccination site and our PCN provided us with a Template to administer both our Flu and COVID vaccinations. On breaking down the Flu Vaccination reports within SystmOne, the discrepancy that we have was documented on this template. I am presuming that this will be why CQRS has not picked these up, as it appears that the PCN Administered them, were in fact they were administered by the practice*.

4.10.4 *I hope you will accept our explanation and our sincere apologies for this error and reimburse us with the monies owed*. …."

4.11 A further request was made by the Commissioner for the evidence from the Contractor's clinical system and this was provided. The Commissioner then informed the Contractor on 28 July 2025 that they were unable to pay the late flu claim.

4.12 I note the Commissioner has provided the relevant screenshots from SystmOne.

4.13 It is clear from the information provided that the Contractor missed the deadline to submit its claims inside the three month period and that it was the Contractor's accountants who made the discovery regarding October to December 2024 claims in particular in July 2025.

4.14 I next consider whether there are any mitigating circumstances. I have not been made aware of any provisions within the Specification for exceptional non-clinical circumstances but I have considered whether there are in this case. I note the Contractor's comments that "*We believe the error in reporting was down to the template that we were requested to use and with hindsight we should have scrutinised the data closely. During this period the practice also went through a very challenging CQC inspection."* I further note the Contractor states "*Whilst we acknowledge what the scope of the contract is …… we feel that we are being severely punished for what was a simple human error*."

4.15 Whilst I have sympathy with the Contractor and the competing demands within the practice, there was clearly an error as acknowledged by the Contractor. The Contractor also stated "*We are a COVID vaccination site and our PCN provided us with a Template to administer both our Flu and COVID vaccinations. On breaking down the Flu Vaccination reports within SystmOne, the discrepancy that we have was documented on this template. I am presuming that this will be why CQRS has not picked these up, as it appears that the PCN Administered them, were in fact they were administered by the practice."* The Contractor has also stated "*from this significant event this is something that we will not do again. We have put systems in place to ensure that this will not happen again."*

4.16 I note the Commissioner maintained its view that the late claims should not be paid. I am of the view that the Contractor has the overall responsibility to check it had correctly submitted its monthly data. The Contractor should be familiar with the requirements of the deadlines and therefore should have identified any issues sooner. I further note the Contractor has now put a system in place so that submitting such a claim will not reoccur.

4.17 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 and there are any grounds for me to reverse the Commissioner's decision.

5. DECISION

5.1 I am satisfied that that the Commissioner can decline the updated claim for payments for October 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