NHS Resolution

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

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

3 December 2025

FILE REF: **SHA/26674**

DECISION MAKING BODY: **NHS ENGLAND - NORTH EAST AND YORKSHIRE ("THE COMMISSIONER")**

PMS CONTRACTOR: **FOUNTAIN MEDICAL CENTRE, LITTLE FOUNTAIN STREET, MORLEY, LEEDS, LS27 9EN**

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

RE: FLU VACCINE PAYMENTS 2024-2025

1 Outcome

1.1 I am satisfied that the Commissioner can decline the updated claim for payments for the period 2024/25 (in particular September, October, November and January) 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.

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

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

FILE REF: **SHA/26674**

DECISION MAKING BODY: **NHS ENGLAND - NORTH EAST AND YORKSHIRE ("THE COMMISSIONER")**

PMS CONTRACTOR : **FOUNTAIN MEDICAL CENTRE, LITTLE FOUNTAIN STREET, MORLEY, LEEDS, LS27 9EN**

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

RE: FLU VACCINE PAYMENTS 2024-2025

1 INTRODUCTION

1.1 The above Contractor has referred the dispute in relation to its Personal Medical Services Agreement for dispute resolution under Regulation 75 of 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 email dated 16 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 from the Contractor dated 16 July 2025 with attachments;

2.2.2 Email from the Contractor dated 22 August 2025 with attachments;

2.2.3 Email from the Contractor dated 8 September 2025 with attachments;

2.2.4 Email from the Commissioner dated 25 September 2025 with attachments;

2.2.5 Email from the Contractor dated 7 October 2025 with attachments;

2.2.6 Email from the Commissioner dated 13 October 2025 with attachments; and

2.2.7 Signed PMS Contract and Variations.

3 PARTIES SUBMISSIONS

The Contractor's application

Email from the Contractor dated 16 July 2025

3.1 "The payments we have received for our monthly Season Flu vaccines from 2024 are incorrect.

3.2 I have contacted CQRS and spoke with [KG] on 26 June who advised I need to contact the Medical Contracting team at the ICB.

3.3 I spoke with [SC] at the ICB on 7 July who informed me I needed to email england.wy-enhancedservices@nhs.net which I had already done previously but had no response. She explained that other practices have had the same issue as the CQRS searches are incorrect and they would be able to resolve the issue once they received the information.

3.4 I received a response from [KH] on 10 July who advised that we needed to complete a claims dispute form. We completed this and returned it on 14 July. [KH] then told me that they can only backdate claims by 6 months.

3.5 I then spoke with [SP] at the ICB on Tuesday 15 July who advised me to contact NHS Resolutions [sic] to appeal the decision.

3.6 On the 16 July I had a meeting with [KT] at the ICB and also brought this to her attention who confirmed that I needed to follow the process as advised. [KT] advised I contact the Data Quality Team regarding the discrepancies with their searches and ours.

3.7 I have attached the CQRS claim form which shows the number of vaccines we were paid for and the number of vaccines we administered. Also attached is the screenshots from System One as evidence.

3.8 We have been trying to resolve this issue for several months but have found it difficult to get in touch with the relevant people at the ICB.

3.9 I would appreciate a response by Friday 18 July as I am on annual leave next week."

Email from the Contractor dated 28 July 2025

3.10 “I am writing in response to your letter dated 18 July 2025.

3.11 I have attached a copy of the email we received from NHS England on 14 July 2025 detailing their decision not to make payments for any claims prior to January 2025.

3.12 The contact details for the other party are: [redacted by NHS Resolution]

3.13 I have attached a copy of the signed PMS agreement.

3.14 I have attached a letter of authority.

3.15 The payments we have received for our monthly Seasonal Flu vaccines from 2024 are incorrect. We should have been paid approximately £23,117.88 and we have only received £12,001.58 in total.

3.16 CQRS payments are usually paid 2 months in arrears but can sometimes be later if the data hasn’t been collected correctly.

3.17 We left it until the end of May 2025 to check if all payments had been made which is when we identified this wasn’t the case.

3.18 I contacted CQRS and spoke with [KG] on 26th June who advised I needed to contact the Medical Contracting team at the ICB.

3.19 I spoke with [SC] at the ICB on 7th July who informed me I needed to email england.wy-enhancedservices@nhs.net which I had already done previously but had no response. She explained that other practices have had the same issue as the CQRS searches are incorrect and they would be able to resolve the issue once they received the information.

3.20 I received a response from [KH] on 10th July who informed me that we needed to complete a claims dispute form. We completed this and returned it on 14th July. [KH] then told me that they can only backdate claims by 6 months.

3.21 I then spoke with [SP] at the ICB on Tuesday 15th July who advised me to contact NHS Resolutions [sic] to appeal the decision.

3.22 On the 16th July I had a meeting with [KT] at the ICB and also brought this to her attention who confirmed I needed to follow the process as advised. [KT] advised I contact the Data Quality Team regarding the discrepancies with their searches and ours.

3.23 I am currently liaising with the Data Quality Team at the ICB comparing their searches that CQRS get their information from to ours to see why the data doesn’t match.

3.24 We are waiting for the ICB IT department to come back to us to identify why their searches haven’t picked up all our patients.

3.25 We have been trying to resolve this issue for several months but have found it difficult to get it contact with the relevant people at the ICB.

3.26 NHS England should have made practices aware of the issue as we do not input the figures onto CQRS they extract the information directly from our clinical system.

3.27 Please let me know if you require any further information."

Email from the Contractor dated 22 August 2025

3.28 "Please would you be able to provide us with an update regarding this dispute I have tried to call a few times today but it just goes to voicemail.

3.29 We have 1105 patients which we have not received payment for.

3.30 I have been working with TPP looking through example patients and can see that claims have been sent successfully. I have attached screenshots of 2 patients as evidence.

3.31 Please let me know if you require any further information."

Representations

The Commissioner's representations

3.32 "In response to the email from NHS Resolution dated 7 September 2025, please find below my statement regarding this matter.

3.33 The Public Health Programmes Team first received notification from [LH], Business Support Manager at Fountain Medical Centre on 26 June 2025 (see copy attached to the email carrying this letter). All prior correspondence in the email was between the ICB and the practice, and we were not copied into those communications. We cannot identify any communication between the practice and ourselves prior to 26 June 2025.

3.34 All claims in 2024/25 were processed in accordance with the Statement of Financial Entitlements 2021 (SFE), specifically page 50, "Claims for Payment." Under these provisions, flu vaccinations administered after 26 December 2024 were eligible for payment, and payment have been authorised.

3.35 Key SFE provisions include:

3.35.1 (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.

3.35.2 (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.

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

3.35.4 (10) NHS England must agree the value of the claim submitted by the Contractor before the IoS fee is paid. Any IoS fee payable falls due on the last day of the month, following the month in which the claim is validated by the Contractor, unless the claim remains under dispute.

3.35.5 (11) NHS England must ensure that the receipt and payment of claims is recorded accurately and that each claim has a clear audit trail'.

3.36 Attached is a copy of my email explaining our rational [sic] to the practice for declining the claim.

3.37 We have not received any evidence of exceptional circumstances to justify payment outside the SFE timeframes. The responsibility for regularly auditing all payments received for accuracy, and for notifying us of any discrepancies within the timeframes set out in the ISFE [sic], lies with the practice. To ensure consistency across all GP practices in Yorkshire and Humber, we must apply the SFE rules uniformly. Making exceptions without justification would undermine the framework's integrity."

Copy of the Commissioner's email to the Contractor dated 18 July 2025

3.38 "Unfortunately for the practice there are two issues here, the first is the issue of the codes not picking up the correct number of vaccines, which our team can't help with, and I agree that you need to resolve with CQRS.

3.39 The second issue is that of payment. In the strictest terms of ISFE [sic] rules, regardless of the reason, practices are responsible for checking that payments are correct and they have 6 months to notify us of any discrepancies. The reason I asked for copies of emails to our team is that if, for example, you had evidence that you told us of the issue in January for payments in Sept/Oct, you would have been within the 6 month cut off and we could have paid you. The problem is that I have no evidence to suggest you contact [sic] our team within 6 months, which leaves your claim outside of the ISFE [sic] rules.

3.40 Somewhere in the email chain there is reference to this affecting other practices. I am not aware that we have had a large number of claims relating to an issue with CQRS codes, and I cannot set a president [sic] with one practice, without doing the same for all practices that might be in a similar position and now become aware of the issue because of your practice's discovery.

3.41 Continuing through the NHS Resolution route may be the best way to resolve this, and in the meantime, I have sent an email to someone in our finance team, just to check that I haven't missed anything, however she is on leave until 30th July so I won't receive a response before then."

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

3.42 "I have attached a timeline of events and also the screenshot of the number of Flu vaccines we gave in 2024/25.

3.43 Please let me know if you require any further information."

Observations

The Commissioner's observations

3.44 "Further to your letter dated 6 October 2025, I have reviewed the attachment provided by the other party in this matter. Based on the information presented, I believe it supports our position that the practice did not contact the Public Health Programme Team in NHS England until 26 June 2025 to raise concerns regarding their flu vaccination payments.

3.45 As previously outlined, we therefore processed their claim in accordance with the Statement of Financial Entitlements (SFE) 2021. For clarity, we have not made any determination regarding the quantity of vaccines administered by the practice. Our decision relates solely to the timing and process of claim submission.

3.46 Having reviewed the representation provided, I do not believe it presents any exceptional circumstances that would justify making payment to the practice outside of the SFE rules.

3.47 Please let me know if you require any further information."

The Contractor's observations

3.48 "Thank you for your email regarding the flu payment dispute.

3.49 To further support and confirm previous correspondence already provided, I would like to clarify that that we have acted in accordance with the DES contract guidance, which states that any claim disputes should initially directed to CQRS, please see below from the 2024/25 GP Enhanced Services Specification:

11. Payment and validation

11.1 Subject to compliance with the Es, a payment of £10.06 shall be payable to the Practice for the administration of each flu 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 at paragraph 9.7 and the vaccination was administered after the announced and authorised date for the vaccination 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 2013 for influenza vaccinations administered to Patients. Where any vaccine is centrally supplied, no claim for reimbursement of vaccines costs or personal administration fee apply to those vaccinations delivered to Patients. The vaccines reimbursed as part of the NHS Seasonal Influenza Immunisation Programme 2024/45 are outlined in the Flu Letter. During the influenza season General Practice Enhanced Service Specification vaccination programme 2024/45 Copyright © NHS England 2024 21 there may be additional advice from the Commissioner of UKHSA if there are issues with vaccine supply. [sic]

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 within 3 months of the date of the administration of the completing dose of 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.

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

11.5.1 they comply (and maintain compliance) with the requirements of this ES (including any variations and updates);

11.5.2 they make 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;

11.5.3 they make any returns reasonably required of it (whether computerised or otherwise) to the payment system of CQRS or as otherwise may reasonably be required by the Commissioner (or on the Commissioner's (NHS England) behalf) and do so promptly and fully;

11.5.4 in respect of any claims for payment relating to centrally supplied vaccines, the Practice has complied with any published guidance

relating to the ordering, use, claims and post-payment verification process; and

12 Further details on the background, dosage, timings and administration of the vaccination can be found in the Flu Letter. General Practice Enhanced Service Specification Seasonal influenza vaccination programme 2024/25 Copyright © NHS England 2024 [sic]

11.5.5 all information supplied pursuant to or in accordance with this paragraph 11.5 is accurate.

11.6 If the Practice does not satisfy any of the above conditions, the Commissioner may withhold payment of any, or any part of, an amount due under this ES that is otherwise payment.

11.7 If the Commissioner makes a payment to a Practice under this ES and:

11.7.1 the Practice was not entitled to receive all or part thereof, whether because it did not meet the entitlement conditions for the payment or because the payment was calculated incorrectly (including where a payment on account overestimates the amount that is to fall due);

11.7.2 the Commissioner was entitled to withhold all or part of the payment because of a breach of a condition attached to the payment, but is unable to do so because the money has already been paid; or

11.7.3 the Commissioner is entitled to repayment of all or part of the money paid, the Commissioner may recover the money paid by deducting an equivalent amount from any payment payable to the Practice, and where no such deduction can be made, it is a condition of the payments made under this ES that the contractor under its General Medical Services contract, Personal Medical Services agreement or Alternative Provider Medical Services contract (as relevant) must pay to the Commissioner that equivalent amount.

11.8 Where the Commissioner is entitled under this ES to withhold all or part of a payment because of a breach of a payment condition, and the Commissioner does so or recovers the money by deducting an equivalent amount from another payment in accordance with this ES, it may, where it sees fit to do so, reimburse the Practice the amount withheld or recovered, if the breach is cured.

11.9 The Commissioner is responsible for post payment verification. This may include auditing claims (including support documentation/records) of Practices to ensure that they meet the requirements of this ES. General Practice Enhanced Service Specification Seasonal Influenza vaccination programme 2024/25 Copyright © NHS England 2024 [sic]

11.10 Where the influenza vaccination is provided as either co-administration or synergistically with the COVID-19 vaccine, the payment (as set out at payment 11.1) will be made to the nominated host practice in accordance with paragraph 11.11.

11.11 Where the Practice elects to administer influenza vaccinations as part of a PCN group:

11.11.1 through co-administration with COVID-19 vaccinations, then the Practice must nominate their COVID-19 PCN grouping host practice to receive payments for the co-administered vaccinations, which will be calculated based on a record created in the PCN grouping's Point of Care System. This must be the same host practice that is nominated to receive payment for COVID-19 vaccinations in accordance with the COVID-19 ES; and/or

11.11.2 synergistically with COVID-19 vaccinations, then the Practice may elect whether to use GP IT systems (GPES and CQRS) on the Point of Care System for the recording and calculation of vaccinations but not both. Where the Point of Care System is used, the Practice shall nominate their PCN grouping host practice to receive payments for the synergistically administered vaccinations.

3.50 In line with this, I first contacted CQRS to report the missing payments. After a considerable delay, they advised me to escalate the matter to the ICB Data Quality Team. I subsequently spent several weeks engaging with the Data Quality Team via telephone in an effort to identify the source of the issue.

3.51 Following these discussions, I was advised to contact TPP (SystmOne), as the flu vaccination data is extracted from their system by CQRS. I also consulted [KT] to explore any other possible points of contact, and she too recommended approaching the Data Quality Team.

3.52 We feel we have been passed between multiple departments with limited support or resolution before we were advised to contact NHS Resolution. This caused a delay of a number of weeks which was out of our control as we had to wait for a response from the various agencies – CQRS/ DQ/ ICB/ Public Health/ TPP.

3.53 As CQRS is designed to extract this data automatically to reduce the administrative burden on practices, we are simply requesting appropriate payment for the work that has been completed in accordance with the service requirements.

3.54 We worked hard last year to vaccinate Flu to all of our patients and need to ensure that we receive payment for all the hard work of our team. Our payments over the last 10 years have always been roughly the same amount and we would not ask for any payment for works not carried out.

3.55 Were CQRS/ ICB/ Public Health aware that there was an issue with the search information that was extracted for Flu 2024/25 from practice systems as it is unclear from conversations I have had over the telephone with Public Health or did this just relate to Fountain?

3.56 I will liaise with other Practice Managers this week in our area to see if they have had the same issues.

3.57 We have received a new notification last week that wasn't included in this years DES Flu guidance relating to claiming for missing Flu vaccines, please see below:

Dear Practice Team

As we approach the start of the flu season, we would like to remind all practices that where manual claims are required for Adult and At-risk Flu vaccination, practices must submit these to the commissioner on a monthly basis where possible, and no later than three months following the administration of the final dose of any flu vaccine.

This requirement is outlined in the GP Enhanced Services Specification (attached), section 11.2.3, and is essential to support timely processing and reimbursement of claims. To support this, we have developed a separate claim form for flu to ensure clarity around the timeframes for claiming. Please note that the process for claiming other immunisations remains unchanged.

Please ensure your teams are aware of this requirement and that appropriate systems are in place to support regular submissions.

Please use the relevant locality email address below for all claim forms, or any questions you may have:

NY-PUBLICHEALTH (NHS ENGLAND) england.ny-publichealth@nhs.net

WY-ENHANCEDSERVICES, England (NHS ENGLAND) england.wy-enhancedservices@nhs.net

ENGLAND.SYB-PHCLAIMS (NHS ENGLAND) england.syb-phclaims@nhs.net

Thank you

[SP]

Public Health Commissioning Lead

Yorkshire and the Humber Public Health Programmes Team

NHS England | North East and Yorkshire

3.58 In relation to the letter from [SP] we disagree with the last paragraph as the practice does feel this is an exceptional circumstance as we did not write the program which extracts the Flu information.

3.59 We would appreciate your support in helping to resolve this matter."

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 by the Contractor 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 that the information provided within the Contractor's application includes details of correspondence between the Commissioner and the Contractor in respect of the matters 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 for seasonal influenza vaccines for the financial year 2024/25 as commissioned by NHS England. I note that the Contractor has provided wording from the Enhanced Service Specification "Seasonal influenza programme" ('the Specification'). The content of the Specification and the application of it has not been disputed by the Commissioner.

4.5 I note that the period in question, the year 2024/25, 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.

1.3 I note the Contractor's comments that it did contact the Commissioner in relation to the underpayment for the vaccinations offered under the Specification although the Commissioner claims the first contact was on 26 June 2025. The Commissioner claims that any correspondence before then would have been between the Contractor and the ICB. The Contractor details that it communicated with the team responsible for CQRS, the Medical Contracting Team at the ICB and the Data Quality Team at the ICB during the period between 26 June 2025 to 16 July 2025. The Contractor states that it submitted a 'CQRS Immunisations and Vaccinations – Request for Manual Payment' request on 14 July 2025 however was referred to NHS Resolution by the Commissioner.

4.7 I note that the Commissioner refers to the Statement of Financial Entitlements 2021 (SFE) and, specifically, the section titled "Claims for Payments" and quotes:

*"**Claims for payment***

(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.

(10) NHS England must agree the value of the claim submitted by the Contractor before the IoS fee is paid. Any IoS fee payable falls due on the last day of the month, following the month in which the claim is validated by the Contractor, unless the claim remains under dispute.

(11) NHS England must ensure that the receipt and payment of claims is recorded accurately and that each claim has a clear audit trail." [emphasis added by NHS Resolution]

4.8 I note that the Specification, as quoted by the Contractor, states:

*"**11. Payment and validation***

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 at 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.

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

11.5.1. they comply (and maintain compliance) with the requirements of this ES (including any variations and updates);

11.5.2. they make 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;

11.5.3. they make any returns reasonably required of it (whether computerised or otherwise) to the payment system or CQRS or as otherwise may reasonably be required by the Commissioner (or on the Commissioner's (NHS England) behalf) and do so promptly and fully;

11.5.4. in respect of any claims for payment relating to centrally supplied vaccines, the Practice has complied with any published guidance relating to the ordering, use, claims and post-payment verification processes; and

11.5.5. all information supplied pursuant to or in accordance with this paragraph 11.5 is accurate.

11.6. If the Practice does not satisfy any of the above conditions, the Commissioner may withhold payment of any, or any part of, an amount due under this ES that is otherwise payable.

11.7. If the Commissioner makes a payment to a Practice under this ES and:

11.7.1. the Practice was not entitled to receive all or part thereof, whether because it did not meet the entitlement conditions for the payment or because the payment was calculated incorrectly (including where a payment on account overestimates the amount that is to fall due);

11.7.2. the Commissioner was entitled to withhold all or part of the payment because of a breach of a condition attached to the payment, but is unable to do so because the money has already been paid; or

11.7.3. the Commissioner is entitled to repayment of all or part of the money paid, the Commissioner may recover the money paid by deducting an equivalent amount from any payment payable to the Practice, and where no such deduction can be made, it is a condition of the payments made under this ES that the contractor under its General Medical Services contract, Personal Medical Services agreement or Alternative Provider Medical Services contract (as relevant) must pay to the Commissioner that equivalent amount.

11.8. Where the Commissioner is entitled under this ES to withhold all or part of a payment because of a breach of a payment condition, and the Commissioner does so or recovers the money by deducting an equivalent amount from another payment in accordance with this ES, it may, where it sees fit to do so, reimburse the Practice the amount withheld or recovered, if the breach is cured.

11.9. The Commissioner is responsible for post payment verification. This may include auditing claims (including supporting documentation/records) of Practices to ensure that they meet the requirements of this ES.

11.10. Where the influenza vaccination is provided as either co-administration or synergistically with the COVID-19 vaccine, the payment (as set out at paragraph 11.1) will be made to the nominated host practice in accordance with paragraph 11.11.

11.11. Where the Practice elects to administer influenza vaccinations as part of a PCN grouping:

11.11.1. through co-administration with COVID-19 vaccinations, then the Practice must nominate their COVID-19 PCN grouping host practice to receive payments for the co-administered vaccinations, which will be calculated based on a record created in the PCN grouping's Point of Care System. This must be the same host practice that is nominated to receive payment for COVID-19 vaccinations in accordance with the COVID-19 ES; and/or

11.11.2. synergistically with COVID-19 vaccinations, then the Practice may elect whether to use either GP IT systems (GPES and CQRS) or the Point of Care System for the recording and

calculation of vaccinations but not both. Where the Point of Care System is used, the Practice shall nominate their PCN grouping host practice to receive payments for the synergistically administered vaccinations."

4.9 I note that the Contractor asserts that it contacted CQRS in the first instance, as per the Specification, in relation to the alleged underpayment for the vaccinations administered in 2024/25. I am of the view that the reference to CQRS, in the above quote only relates to any returns reasonably required of the Commissioner and that this is done "promptly". It does not specify that follow-up payment enquiries should be made through CQRS. I am therefore unable to ascertain the relevance of the quote provided.

4.10 I do, however, note that the Specification at 11.2.3 states:

"*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. "

4.11 I note that the Contractor, whilst providing me with information relating to the discrepancies between the payment received and vaccinations administered, has not provided information in dispute of the Commissioner's claim that the matter was not brought to the attention of the Commissioner prior to 26 June 2025. Based on the information before me, I am of the view that the notification of 26 June 2025 falls outside of the three month period. I do sympathise with the Contractor for attempting to seek clarification about payments but such enquiries were not directed to the correct team.

4.12 I next consider whether there are any mitigating circumstances. I note the Contractor's comments that the incorrect recording of vaccinations via CQRS had been left until "*the end of May 2025 to check is all payments had been made which is when [we] identified this wasn't the case*". I further note that the Contractor claimed that its contact at the ICB "*explained that other practices had had the same issue as the CQRS searches are incorrect and they would be able to resolve the issue once they received the information".* I have not been provided with evidence to substantiate this claim. Nevertheless, I am only directed to consider this dispute and not the experience of other practices.

4.13 I also 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."

4.14 I am mindful that the exceptional circumstances as set out above are with regard to the relevant cohorts of those who should be receiving the

vaccinations and further that this is with regard to exceptional clinical circumstances. The Contractor has not suggested this applies to its dispute.

4.15 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 vaccinations by CQRS, I am of the view that the Contractor has the overall responsibility to check it had correctly submitted its monthly data, including any 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.

4.16 Based on the information that the Contractor has provided, I am of the view that the reasons for the late notification of the underpayment is not exceptional as set out in the Specification.

5 DECISION

5.1 I am satisfied that the Commissioner can decline the updated claim for payments for the period 2024/25 (in particular September, October, November and January) 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