NHS Resolution

11 March 2026

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FILE REF: **SHA/26749**

DECISION MAKING BODY: **LEICESTER, LEICESTERSHIRE AND RUTLAND INTEGRATED CARE BOARD ("THE COMMISSIONER")**

GMS CONTRACTOR: **DR INGRAMS & PARTNERS**
OAKMEADOW SURGERY
87 TATLOW ROAD
GLENFIELD
LEICESTERSHIRE
LE3 8NF

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

RE: **NON PAYMENT FOR VACCINATIONS**

1. Outcome

1.1 I am satisfied that the Commissioner can decline claims for payments for the period October 2024 to January 2025 as the claims were submitted outside the 3 month timescale allowed from the date the vaccination does was administered.

1.2 I note that neither party has submitted a claim for interest. I make no determination in this regard.

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RE: **NON PAYMENT 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 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 letter dated 17 October 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 17 October 2025 enclosing the application for dispute resolution and further enclosures;

2.2.2 Email from the Contractor of 10 November 2025 with enclosures;

2.2.3 Email from the Contractor of 24 November 2025 with enclosures;

2.2.4 Letter from the Commissioner of 15 December 2025;

2.2.5 Email from the Contractor of 23 December 2025 with enclosures; and

2.2.6 Email from the Commissioner of 23 February 2026 with enclosures.

3. PARTIES SUBMISSIONS

The Contractor's application

In a letter dated 17 October 2025, the Practice Manager, on behalf of the Contractor stated:

3.1 "I am writing on behalf of Oakmeadow Surgery to formally appeal NHS England's decision to decline reimbursement for influenza vaccinations delivered during the 2024/25 season. This appeal is submitted in accordance with the NHS Resolution Primary Care Appeals process.

3.2 Our claim was rejected despite the fact that all vaccinations were administered fully in accordance with the terms of the Enhanced Service Specification. NHS England's decision was based on the assertion that claims were not submitted within the contractual three-month period and that no exceptional circumstances were evidenced. However, we believe the specific circumstances faced by the practice during the relevant period; which prevented timely submission of our claims, were exceptional.

3.3 Summary of the Issue:

3.3.1 Period affected: October 2024 – January 2025

3.3.2 Number of flu vaccines not reimbursed: 1095

3.3.3 Total estimated value: £11,015.70

3.4 Between October 2024 and January 2025, the Practice administered 1,095 influenza vaccinations to eligible patients that have not been reimbursed. Unfortunately, a combination of factors resulted in these vaccinations either being approved on CQRS late or not submitted through CQRS and they remain unpaid.

3.5 Firstly, during part of this period, both the Practice Manager and Assistant Practice Manager — the only staff members with CQRS access and competence to process claims — were absent from work due to sickness. This simultaneous and prolonged absence created an operational vacuum. As the only staff members with the requisite access credentials or training to process claims, our claims for October and November were not submitted within the three-month window as per Section 11 of the Influenza Enhanced Service Specification 2024/25. However, Section 11.6 expressly provides NHS England with discretion to make payment in circumstances where the contractor is prevented from claiming within the timeframe due to exceptional circumstances. Had either manager been available, claims would have been submitted on time.

3.6 We feel the circumstances faced by the Practice qualify as “exceptional” within the meaning of Section 11.6, which are described as those which are:

3.6.1 unforeseeable or not reasonably preventable.

3.6.2 outside the control of the contractor

3.6.3 causative of the failure to meet the contractual requirement.

3.7 The simultaneous and extended sickness absence of both the Practice Manager and Assistant Practice Manager meets this definition. Both were the only individuals trained and authorised to complete CQRS claims. Their absence was unforeseen, prolonged, and could not have been reasonably mitigated in the short term. This dual absence was further aggravated by a period of wider staff sickness at the practice, placing extraordinary pressure on day-to-day operations. Had either manager been available, claims would have been submitted on time.

3.8 Secondly, the majority of the missed claims were the result of coding errors in SystmOne, which meant otherwise valid vaccinations were not extracted for CQRS submission. These errors were not systemic under-reporting or intentional omissions, but rather technical recording oversights exacerbated by staff sickness. Once the issues were identified, the Practice acted promptly: all patient records were corrected, CQRS access was expanded to additional trained staff, and a Standard Operating Procedure was introduced to prevent recurrence. The corrected records constitute reliable evidence of service delivery. There is therefore no dispute that the work was undertaken and only the administrative submission failed.

3.9 The Practice delivered all vaccinations in accordance with national guidelines. Patients received appropriate care, the work was carried out, and the associated costs were incurred. Our claim value totals £11,015.70. A denial of reimbursement would result in substantial financial detriment to the Practice, directly impacting service provision to patients. To withhold reimbursement would be inequitable and inconsistent with the objectives of the Enhanced Service programme.

3.10 The Practice acknowledges the importance of compliance with claim deadlines but submits that the simultaneous and prolonged sickness of both senior management staff, combined with high levels of wider staff absence, constitutes an exceptional circumstance as contemplated by the Specification.

3.11 The vaccinations were delivered in good faith, verified by clinical records, and at cost to the Practice.

3.12 The Practice respectfully asks NHS Resolution to allow this appeal.”

Representations

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

In a letter dated 15 December 2025, the Commissioner has provided representations on this matter which states:

3.13 "Thank you for your letter of 2 December 2025, concerning Oakmeadow Surgery and an application for dispute resolution regarding retrospective payment for flu vaccines for 2024/25.

3.14 We note that the initial contact with the practice concerning this issue was on 21 May 2025, with the East Midlands Primary Care Team. This 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.

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.

3.15 In the correspondence, it was highlighted that the issue was identified by the new Deputy Practice Manager, who has also stated that they were unaware of the 3-month submission deadline for flu claims. The initial claim for reimbursement was rejected on the grounds of the 3-month submission window not being met, and that the practice has not demonstrated any exceptional circumstances for NHS England to make a retrospective payment.

3.16 Further mitigation has been put forward by the practice, detailing that sickness to members of staff responsible for processing the claims meant no one was able to undertake this role. Given the importance of claiming for vaccinations undertaken, we would expect every practice to have the appropriate business continuity plans in place to manage situations such as the one that arose. To only have two members of staff with access and the appropriate training would appear to be an oversight by the practice and the fact that they have now taken steps to address this highlights this very issue.

3.17 Further issues have been identified by the practice that are framed as 'technical recording oversights' that resulted in vaccinations not being extracted for CQRS submission. NHS England would expect all the necessary practice staff to be appropriately trained to ensure that the correct submissions are made and checked on a regular basis to avoid issues where claims are made outside of the required submission window.

3.18 Based on the additional information provided, NHS England stands by its original decision not to allow the retrospective claims, in line with the terms of the Enhanced Service Specification."

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

In a letter dated 17 December 2025, the Contractor has provided representations on this matter which states:

3.19 “Thank you for your letter confirming receipt of our application for dispute resolution.

3.20 In accordance with your request, please find enclosed the following:

3.20.1 An up-to-date version of the Practice’s GMS Contract, agreed and confirmed with our commissioner.

3.20.2 Our formal representations relating to the matters raised in our original application.

3.20.3 Our supporting evidence, cross-referenced within the representations, including:

3.20.3.1 Relevant Regulations

3.20.3.2 Enhanced Service Specification (Section 11 and 11.6)

3.20.3.3 Corrected SystmOne vaccination coding reports

3.20.3.4 CQRS activity reports

3.20.3.5 Documentation evidencing staff sickness and absence

3.20.3.6 The updated Standard Operating Procedure

3.20.3.7 Correspondence with the commissioner

3.20.3.8 A copy of the GMS Contract

3.21 We understand that NHS Resolution will provide our representations to NHS England/ICB and will invite them to provide observations. We will await further correspondence once their response has been received.”

In a document dated 16 December 2025, the Contractor provided formal representations and stated:

3.22 “These representations are submitted in accordance with NHS Resolution’s request dated 2nd December 2025 and relate solely to the matters already raised in the Practice’s original dispute application.

Contractual and Regulatory Basis

3.23 GMS Contract

3.23.1 The Practice relies on its GMS Contract (enclosed – item 1), which incorporates obligations under the Statement of Financial Entitlements (SFE) and the terms of nationally commissioned Enhanced Services.

3.24 Influenza Enhanced Service Specification 2024/25 (Copy enclosed – item 2)

3.25 The Practice relies specifically on:

3.25.1 Section 11 – setting out the three-month claim submission requirement;

3.25.2 Section 11.6 – granting NHS England discretion to approve late payments where “exceptional circumstances” prevented timely submission.

3.26 Relevant Regulations

3.26.1 Where applicable, the Practice relies on the National Health Service (General Medical Services Contracts) Regulations 2015 (as amended), under which entitlement to remuneration for provided services arises.

3.27 Summary of Dispute

3.28 The dispute concerns NHS England’s refusal to reimburse 1,095 flu vaccinations delivered by the Practice between October 2024 and January 2025, valued at £11,015.70.

3.29 NHS England declined payment on the basis that:

3.29.1 The claims were late; and

3.29.2 No exceptional circumstances were demonstrated.

3.30 The Practice’s position is that:

3.30.1 exceptional circumstances did prevent compliance;

3.30.2 the services were fully and properly delivered;

3.30.3 the missed claims were caused by simultaneous senior staff sickness and compounded by coding errors subsequently corrected;

3.30.4 therefore the discretion under Section 11.6 should be exercised.

3.31 Exceptional Circumstances

3.32 Simultaneous senior staff sickness (Copy enclosed – item 3)

3.33 During the relevant period both the Practice Manager and Assistant Practice Manager—the only individuals with CQRS permissions and responsibility for coding oversight—were on extended sickness absence.

3.34 This dual absence was:

3.34.1 unforeseen,

3.34.2 outside the Practice’s control, and

3.34.3 directly responsible for the failure to submit timely claims.

3.35 Lack of alternative authorised staff (referenced in SOP, item 4)

3.36 No other staff had CQRS access or training.

3.37 The Practice was therefore structurally unable to process claims during this period.

3.38 This constitutes the type of situation contemplated by Section 11.6, where contractors are prevented from claiming through no fault of their own.

3.39 Coding Errors – Cause and Correction

3.40 Nature of the errors

3.41 A significant proportion of vaccinations were not transmitted to CQRS because they had been miscoded in SystmOne.

3.42 The vaccinations were administered, but the coding did not trigger CQRS extract.

3.43 This was an administrative consequence of the absence of staff trained in both coding and CQRS reconciliation.

3.44 This is evidenced in:

3.44.1 Corrected SystmOne extracts (items 5-8)

3.44.2 CQRS activity report (items 9 and 10)

3.45 Full correction undertaken

3.46 Following discovery, the Practice carried out a comprehensive record-by-record coding audit, reconciled all entries, and ensured that every affected vaccination is now accurately coded.

3.47 This demonstrates:

3.47.1 the vaccinations were genuinely administered;

3.47.2 the errors were clerical/technical, not substantive;

3.47.3 there was no misreporting or over-claiming;

3.47.4 the Practice acted promptly, transparently, and in good faith.

3.48 Governance measures implemented (item 4)

3.49 To prevent recurrence, the Practice has:

3.49.1 expanded CQRS access to multiple staff;

3.49.2 completed competency training;

3.49.3 introduced a new SOP for coding and claims;

3.49.4 implemented internal cross-checks.

3.50 These steps show robust learning and demonstrate that the Practice has handled the matter responsibly.

3.51 Purpose and Fairness

3.52 Service fully delivered

3.53 It is not disputed that:

3.53.1 all 1,095 vaccinations were administered,

3.53.2 to eligible NHS patients,

3.53.3 in accordance with national flu vaccination requirements.

3.54 Proportionality

3.55 Refusal of reimbursement would result in a loss exceeding £11,000, representing a disproportionate penalty for an administrative difficulty caused by exceptional staff sickness.

3.56 The Practice would face material financial detriment impacting patient services, despite having fulfilled all clinical obligations.

3.57 Remedy Sought

3.58 The Practice respectfully requests that NHS Resolution:

3.58.1 Determine that the circumstances preventing timely claim submission were exceptional, as contemplated by Section 11.6 of the Influenza ES 2024/25; and

3.58.2 Direct NHS England to reimburse the Practice for the 1,095 flu vaccinations delivered, totalling £11,015.70.

3.59 The Practice has acted transparently and responsibly, rectifying all coding issues and strengthening governance systems. The services were delivered in full, the failure to claim was directly caused by exceptional and unforeseeable staff absence and denying reimbursement would be inequitable and contrary to the aims of the vaccination programme.

3.60 The Practice therefore respectfully asks NHS Resolution to uphold this appeal."

Observations

3.61 Whilst both parties were invited to make observations on the representations received, neither party chose to do so.

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. 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 of 29 July 2025 the Commissioner stated

> "*Should you wish to take this matter further then this can be done via NHS Resolution, who offer a Primary Care Appeals process: https://resolution.nhs.uk/services/primary-care-appeals/*"

4.4 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 seasonal influenza vaccinations for the period October 2024 to January 2025. I note that a copy of both the 2024/25 and 2025/26 "GP Enhanced Service Specification" ("the Specification") was requested from the Commissioner. The Commissioner has provided copies of the "General Practice Enhanced Service Specification Childhood seasonal influenza vaccination programme" and the "General Practice Enhanced Service Specification Seasonal influenza vaccination programme" for 2024/25 and 2025/26. The contents of the Specification and the application of it have not been disputed by the Contractor.

4.6 I note that the period in question, October 2024 to January 2025 falls within the financial year 2024/25 and that this is covered by the above Specification.

4.7 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.

4.8 The Contractor has sought to apply for dispute resolution based on the following points:

4.8.1 "*Exceptional circumstances did prevent compliance;*

4.8.2 *The services were fully and properly delivered*

4.8.3 *The missed claims were caused by simultaneous senior staff sickness and compounded by coding errors subsequently corrected*

4.8.4 *Therefore the discretion under Section 11.6 should be exercised."*

4.9 I note that the Commissioner makes specific reference to paragraph 11.2.3 of the Specification and quotes:

"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."

4.10 Payment for claims is contained within the Specification at Section 11 "Payment and Validation" and whilst the Commissioner makes specific reference to paragraph 11.2.3, section 11 states:

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

11.2 Practices will only be eligible for payment in accordance with this ES where all of the following requirements have been met and payment is conditional on:

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

(a) the Practice has only used the specified vaccines recommended in this ES and/or Commissioner (NHSE) 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 2023/24 are outlined in the Flu Letter. During the influenza season there may be additional advice from the Commissioner (NHSE) 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 (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.

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."

4.11 I am of the view that the Contractor must submit claims monthly, however there is a 3 month period in which claims can be submitted for payment.

4.12 The Commissioner states that the Contractor did not submit the claims within the relevant 3 month period.

4.13 I have been provided with information from the Contractor in the form of spreadsheets showing data submission which shows the number claimed and the actual which were administered and should have been claimed.

4.14 Whilst the data gives me the total vaccinations recorded for the relevant months as well as the figures for "claimed" and "actual" for each month, it does not confirm the dates that these claims were actually submitted. However, I note that the Contractor does not appear to dispute that the claims were not submitted within 3 months of the date of the administration of the completed dose of the vaccine.

4.15 I am therefore of the view that there is no payment due for the claims for October 2024 to January 2025 which were made outside of the 3 month window, as set out in the Specification.

4.16 I have next gone on to consider the comments from the Contractor with regard to "exceptional circumstances" for the claims made for the period October 2024 to January 2025.

4.17 The Contractor seeks to argue that "*exceptional circumstances did prevent compliance*" and relies on paragraph 11.6 of the Specification and states that "*discretion under Section 11.6 should be exercised"*.

4.18 The Specification at 11.6 states:

4.18.1 *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."*

4.19 Similar wording is contained in section 9.6 of the Childhood seasonal influenza specification.

4.20 There is no reference in section 11.6 of the Specification to "exceptional circumstances" as quoted by the Contractor. However, I am mindful that there is reference to "exceptional circumstances" within the Specification at section 9.7 which 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."

4.21 I am mindful that the exceptional circumstances as set out in the Specification 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. I note the comments from the Contractor with regard to the exceptional circumstances in which it found itself, as set out above, and whilst I have some sympathy for the Contractor for the situation in which they found themselves, I am mindful that these are not clinical in nature as set out in the Specification.

4.22 I note that the Contractor goes on to state "*the missed claims were … and compounded by coding errors subsequently corrected."* I am of the view that coding errors are a matter for the practice and note that the Contractor confirms that this was an "*administrative consequence of the absence of staff*". I further note that the Contractor has since updated the "*Protocol for the submission and reconciliation of CQRS Claims"* and I commend the Contractor for this.

4.23 Whilst I understand the Contractors situation, coding errors are not something which can be taken into account as the Specification states how the information should be inputted and how it will be extracted and that any discretion is limited. I am of the view that these are not exceptional circumstances as envisaged by the Specification.

4.24 Based on the information that the Contractor has provided, I am of the view that the reasons given for the late submission of claims are not exceptional as set out in the Specification.

5. DECISION

5.1 I am satisfied that the Commissioner can decline the claim for payments for October 2024 to January 2025 which were outside the 3 month timescale allowed from the date the vaccination does was administered, as set out in the Specification.

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