NHS Resolution

13 May 2026

FILE REF: SHA/26877

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

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

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

GMS CONTRACTOR: **RATBY MEDICAL CENTRE**
1A DESFORD LANE
RATBY
LEICESTER
LE6 0LE

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 the claim for payments for October 2024 as these were not submitted as set out in the Specification.

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 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 26 January 2026 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 26 January 2026 enclosing the application for dispute resolution and further enclosures;

2.2.2 Email from the Contractor of 29 January 2026 with enclosures;

2.2.3 Letter from the Commissioner of 11 February 2026;

2.2.4 Email from the Contractor of 18 February 2026; and

2.2.5 Letter from the Commissioner of 4 March 2026 with enclosures.

3. PARTIES SUBMISSIONS

The Contractor's application

In an email of 26 January 2026, the Practice Manager, on behalf of the Contractor stated:

3.1 "I would like to formally appeal a decision around flu payment to you please. I have forwarded the email thread below for context and to see previous discussions."

In a further email of 29 January 2026, the Practice Manager, on behalf of the Contractor stated:

3.2 "Summary:

3.3 I started as the Practice Manager, Ratby Medical Centre in June 2025 and this issue was handed over to me by my colleague [SA] who has now retired.

3.4 [S] emailed the following on the 14th May 2025, she had done this after waiting to receive all flu payments and when she was reconciling the payments together noted an error in the payment fund we had received.

3.5 She emailed this as soon as able, prior to this, she was not able to fully investigate the matter as she was awaiting the end of the flu season to see if any funds came within the following months payments. On looking into this, she noted an admin error had occurred and thus bringing forward this claim to reimburse us correctly.

> *"Sent: 14 May 2025 09:47*
>
> *To: GP-CONTRACTING, England (NHS ENGLAND) england.gp-contracting@nhs.net*
>
> *Cc: [SP] (RATBY SURGERY) [SP]@nhs.net*
>
> *Subject: Ratby Medical Centre*
>
> *Dear Team,*
>
> *I hope this message finds you well.*
>
> *I am writing to inform you of an error in the recent flu vaccine claim submission. Due to a staff oversight, a flu vaccine administration was incorrectly recorded as having taken place at the PCN. However, this vaccine was in fact administered at Ratby Medical Centre.*

As a result of this error, the administration fee for this flu vaccine has not been correctly allocated to Ratby Medical Centre, and we are currently missing the associated payment.

I kindly request that this be reviewed and corrected in your records to ensure that the flu vaccination is attributed to the correct site and that the administration fee is paid accordingly."

3.6 Since this initial email, there have been numerous emails back and forth, passing on to different departments and I have been following all requested actions throughout this process. Including a teams meeting with colleagues and the outcome of this being as follows

"*This confirmed that flu vaccination records flowed to MYS for C82121 (PCN Lead Practice), but these were not declared and therefore, no flu payment for C82121 has been made.*

Separately, we can see that your practice C82634 did have data on CQRS October 2024 – this was declared on 3.12.2024 and paid minus the activity coded to PCN in error. It is a practice responsibility to check claims on CQRS are complete and accurate before declaring.

Therefore, as the issue relates to flu activity in October 2024, the cut-off point to raise would have been by no later than end of January 2025.

The first email on the trail raised by the practice is 14 May 2025 which is outside this time limit.

Accordingly, if you wish to pursue this matter further, the next step would be to escalate to NHS Resolution primary care appeals. Contact details and weblink below.

Primary Care Appeals - NHS Resolution
Contact Primary Care Appeals,

Phone: 0203 928 2000 Email: nhsr.appeals@nhs.net"

3.7 While we acknowledge the general requirement to submit claims within three months, section 11.2.3 of the Seasonal Influenza Vaccination Programme Specification states that practices should submit claims "monthly wherever possible." This wording indicates flexibility rather than an absolute deadline, recognising that there may be situations where timely submission is not possible despite appropriate processes being followed. The flu season does not also finish until 31st March 2025, which implies 3 months after this date would have been 30th June 2025.

3.8 In this instance, the practice was not aware that flu vaccination activity for C82121 had flowed to MYS but had not been declared, nor that payment was therefore missing. This only became apparent following our own internal audit and reconciliation when we identified that payments received were lower than expected. Until this point, there was no indication that a resubmission or corrective action was required.

3.9 Additionally, while CQRS data for C82634 was submitted and paid (with activity coded to PCN removed), the overall position across both practice and PCN was not transparent at the time, making it unreasonable to expect the issue to be identified within the three-month window.

3.10 Given:

3.10.1 the ambiguity introduced by the “wherever possible” wording,

3.10.2 the reliance on system data flows outside of the practice’s direct control,

3.10.3 and the fact that the shortfall only became evident after reconciliation and audit,

we respectfully request that this decision is reviewed again, or that the matter is escalated for consideration as an exception, as the activity was delivered, recorded, and flowed correctly, but payment was not made due to a declaration issue that was not reasonably identifiable at the time. We also feel that the query we started was within the 3-month period of the end of the flu season.”

Representations

NHS England’s representations

In a letter dated 11 February 2026, the Commissioner has provided representations on this matter which states:

3.11 “Thank you for your letter of 4 February 2026, concerning Ratby Medical Centre and an application for dispute resolution regarding flu vaccine payments.

3.12 We note that the initial contact made by the practice regarding this issue on 14 May 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.

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.

3.13 The practice have acknowledged the requirement to submit claims within the established 3 month time frame, in their correspondence of 19 January 2026. The Enhanced Services Specification states that this specifically relates to the date of the administration of the completing dose of the vaccine rather than the end of the influenza campaign, therefore making this request outside of the time window for submission.

3.14 Each individual practice is responsible for ensuring that there are robust systems in place to enable timely review of all submissions to meet the required deadlines signed up to as part of the Enhanced Services Specification, this requirement should also include any PCN arrangements that practices enter into. In addition, claim submissions should be validated regularly to meet the needs of any contractual time frames, so that issues such as this can be rectified in line with the agreed standards.

3.15 Initial correspondence indicates that the situation occurred due to staff oversight rather than any technical issue with the reporting systems. The activity related to October 2024, which meant this would have needed to have been raised no later than the end of January 2025, whereas contact was not made by the practice until three and a half months after this cut off.

3.16 NHS England does not find any exceptionality in this claim and the original decision to deem that the request for payment was raised out of time and therefore is not payable stands."

Observations

3.17 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.

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 of 23 January 2026 the Commissioner stated:

> "*Accordingly, if you wish to pursue this matter further, the next step would be to escalate to NHS Resolution primary care appeals. Contact details and weblink below.*
>
> *Primary Care Appeals - NHS Resolution*
> *Contact Primary Care Appeals*
> *Phone: 0203 928 2000*
> *Email: nhsr.appeals@nhs.net*"

4.4 There is no dispute between 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 of seasonal influenza vaccinations for the month of October 2024. 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 Specification"). 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 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 "*the ambiguity introduced by the "wherever possible" wording;*

4.8.2 *the reliance on system data flows outside of the practice's direct control*

4.8.3 *the fact that the shortall only became evidence after reconciliation and audit."*

4.9 The Contractor further asks that the "…*decision is reviewed again or that the matter is escalated for consideration as an exception*."

4.10 I note that the Contractor makes specific reference to paragraph 11.2.3 of the Specification and quotes "*monthly wherever possible"* stating that there is ambiguity in this wording.

4.11 I am mindful that whilst paragraph 11.2.3 does include the phrase "*monthly wherever possible*" the full paragraph reads:

"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."

4.12 Payment for claims is contained within the Specification at Section 11 "Payment and Validation" and whilst both the Commissioner and the Contractor make 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."

4.13 I note the comments from the Contractor that the "*flu season does not also finish until 31st March 2025, which implies 3 months after this date would have been 30th June 2025."*

4.14 I further note the comments from the Contractor that they were waiting to see if payment was made and were not in a position to ascertain this until the reconciliation and audit was carried out.

4.15 Whilst there is no dispute between parties as to when the flu season ends, it is the Specification to which I need to have regard. Paragraph 11.2.3 (a) makes reference to the "…administration and the completing dose of the vaccine …". Importantly, there is no reference in the Specification which would allow Contractors to wait until after the end of the flu season to submit all claims.

4.16 I agree with the Contractor that there is flexibility within the Specification for the submission of claims, however I do not agree that there is not an "absolute deadline".

4.17 I am of the view that there is no ambiguity in the wording of paragraph 11.2.3 when the full paragraph is read in context and that a deadline is given in that a "*practice must* [my emphasis] *validate and submit a claim to the Commissioner for payment within 3 months of the date of the administration of the completing does of the vaccine*."

4.18 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. Further, if the Contractor was aware that claims had been submitted in October 2024, it should have a mechanism for checking that payment for each month has been received. Given that there is only one month in question, October 2024, the Contractor should have been aware that the other monthly payments had been made and had the opportunity, within the relevant 3 month period, to question this with the Commissioner.

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

4.20 Whilst I note the comments from the Contractor that the data submission was made, I have not been provided with any information which shows the number claimed, however I have been provided with a screenshot entitled "Report results: Flu 24/25 Bosworth PCN".

4.21 I note that paragraph 11.11 states "*where the practice elects to administer influenza vaccinations as part of the PCN grouping* …" I note that this does not appear to be the case in this instance given that it only appears to be October 2024 which was allocated to the PCN code and further, the Contractor has stated that it was "*due to a staff oversight, a flu vaccine administration was incorrectly recorded as having taken place at the PCN."*

4.22 Given that I have not been provided with any information to demonstrate that the practice had elected to administer the vaccine as part of the PCN, I am of the view that paragraph 11.11 does not apply.

4.23 Based on the information before me I am of the view that there is no payment due for the claims for October 2024 as they were not submitted in line with the Specification.

4.24 I have next gone on to consider the comments from the Contractor with regard to considering the claims as an exception for October 2024.

4.25 I note, that within the Specification there is reference to "exceptional circumstances" 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."

4.26 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 reasons for not being able to determine that payment had not been made, as set out above, and whilst I have some sympathy for the Contractor, I am mindful that the reasons provided are not clinical in nature as set out in the Specification.

4.27 I note the Contractor states "*due to a staff oversight, a flu vaccine administration was incorrectly recorded as having taken place at the PCN ….*" However, I am of the view that the accuracy of recording the claims submissions is a matter for the practice to ensure that they are correctly submitted and validated.

4.28 Whilst I understand the Contractors situation, incorrect recording of claims is 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.

4.29 Based on the information that the Contractor has provided, I am of the view that the reasons given for the claims being recorded incorrectly 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 as these were not submitted 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