NHS Resolution

11 June 2026

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FILE REF: **SHA/26922**

DECISION MAKING BODY: **GREATER MANCHESTER INTEGRATED CARE BOARD ("THE COMMISSIONER")**

GMS CONTRACTOR: **CROMPTON VIEW SURGERY
CROMPTON WAY
BOLTON
BL1 8UP**

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

RE: DES ENHANCED SERVICE - INFLUENZA VACCINATION 2023/24

1. Outcome

1.1 I am satisfied that the Commissioner was entitled to decline the claim for payments as these were not submitted in accordance with the Specification.

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

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

RE: DES ENHANCED SERVICE - INFLUENZA VACCINATION 2023/24

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 letter dated 2 March 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 Application from the Contractor dated 2 March 2026 with enclosures;

2.2.2 Representations from the Commissioner dated 24 March 2026 with enclosures;

2.2.3 Email from the Contractor dated 13 April 2026; and

2.2.4 Email from MP (KE) dated 28 April 2026.

3. PARTIES SUBMISSIONS

The Contractor's application

3.1 "Thank you for your [sic] letter dated 20th January outlining the steps required for us to proceed with an appeal through your service.

3.2 As requested I enclose: -

3.2.1 A copy of the decision against us (Documents 2 & 4)

3.2.2 Contact details of the other party – [redacted]

3.2.3 A signed copy of our GMS contract

3.3 **Statement regarding the dispute**

3.4 I attach several files which outline in detail the nature of the dispute and why we feel the decision against us is unreasonable.

3.5 The practice undertook thousands of patient influenza vaccination in the 23/24 flu season under the Influenza DES Enhanced Service. The practice suffered a period of ill health to its administrative and managerial staff during this time which led to delayed claims for payment being submitted. Historically the claim period for claiming under the terms of the Influenza DES had been 6 months however this changed to a stricter 3-month time frame in the 23/24 season. During this period of staff sickness, the practice incorrectly believed that the flu claims could be submitted within 6 months and it was not made a priority for us. We focused on patient facing services and ensured they continued uninterrupted. There is no suggestion by any party that the vaccinations were not done in a timely and efficient manner. The claims were made by the staff within the 6-month time period but these were rejected by the central teams as they were not made within the 3-month period. The practice was emailed about this but again due to staff sickness this was not acted upon in a timely manner. Myself as the finance lead partner for the practice had a prolonged period of ill health [redacted] and was away from the practice during the second half of 2024 and only realised the lack of payment when meeting with our accountants in early 2025.

3.6 We then made a request for payment to the Delegated Commissioning Contracts Panel (Document 1). Having always being in good standing with our locality and knowing that we had done the required work we believed this would be a formality. Unfortunately, the panel did not uphold our request and their response is in Document 2.

3.7 Following this we then made more detailed representations to the GM Primary Care Commissioning Committee with the backing and support of our locality (Document 3). This was also not upheld by the Committee and their reply is shown in Document 4. Our practice challenged this decision once more on the grounds largely of consistency and fairness (Document 6). Since our email appeal of October 2025 [Mr S] has failed to enter into any further correspondence on the issue and in order to show that local resolution has been exhausted, I attach email correspondence from the locality Assistant Program Director, [KO] (Document 7).

3.8 **Reasons why we believe our appeal should be upheld**

3.8.1 The work (vaccination) was done in good faith. No one is arguing the work was not done in a timely manner or to a high standard. This is work that the practice undertakes every year for NHS GM. The NHS was expecting to pay for this work and Document 3 (page 7) confirms NHS GM has the budget for this payment.

3.8.2 Mitigating circumstances

3.8.2.1 A new change from a 6 month to a 3 month claim window

3.8.2.2 Significant staff sickness of the claims supervisor and finance lead partner

3.8.3 The terms of the Influenza DES do allow the Commissioner to make payment

3.8.4 As a small practice this is a large sum of money to us and withholding it may lead to a tangible difference to services we can offer to patients.

3.8.5 The practice has an excellent track record at patient care and we evidenced our continuous high achievement in national and local quality targets.

3.8.6 The practice has a track record of being in good standing with NHSE and quite recently proactively took measures to return £52,000 back to NHSE when overpayments were made to us. We highlighted this error by NHSE – we were proactive in returning the monies.

3.8.7 The PCCC argued that they were being consistent in rejecting our appeal and yet a Freedom on Information request has shown 28 examples of NHS GM approving financial appeals and we provided them with 3 recent examples of late claims that were approved (Document 5&6).

3.9 Crompton View Surgery very much hopes NHS Resolution can be of assistance in helping us to resolve this issue. We really do just want payment for work that was clearly done. We apologise for the administrative delay in claiming for the payment."

3.10 [Enclosures:

3.10.1 request for payment to the Delegated Commissioning Contracts Panel dated 7 February 2025.

3.10.2 Letter from Greater Manchester ICB dated 4 April 2025.

3.10.3 Crompton View Surgery Direct Contracts Commissioning Panel Decision Appeal [not dated].

3.10.4 Crompton View Surgery letter dated 16 April 2025.

3.10.5 Email from the Commissioner to the Contractor dated 25 September 2025.

3.10.6 Freedom of information request from the Contractor dated 8 October 2025.

3.10.7 Email trail between the Contractor and the Commissioner from 25 September 2025 to 22 January 2026.

3.10.8 NHS England Standard General Medical Services Contract 2017/18.]

Representations

The Commissioner's representations

3.11 "**1. Acknowledgement**

3.12 Thank you for writing to me on 06 March 2026, following the application from Crompton View Surgery for dispute resolution with regards to 2023/24 Influenza DES.

3.13 We hope the below information and the attached appendices provides assurances to NHS Resolution of the process undertaken by NHS Greater Manchester (The Commissioner) in relation to the decision by NHS Greater Manchester Primary Care Commissioning Committee (NHS GM PCCC) to reject the practice appeal to set aside the time limitation for submission of data for the Seasonal Flu activity 2023/24.

3.14 **2. Background**

3.15 Crompton View Surgery (P82607) submitted an appeal to NHS Greater Manchester (NHS GM) Direct Contracts Commissioning Panel (DCCP) requesting that the Commissioner set aside the time limitation for submission of data for Seasonal Flu activity 2023/24, citing exceptional circumstances relating to workforce issues that affected timely claims.

3.16 In accordance with delegated responsibilities for primary care commissioning and contracting by NHS England, NHS Greater Manchester has an established sub-committee of the Greater Manchester Primary Care Commissioning Committee (GMPCCC) which is known as the Direct Commissioning and Contracting Panel (DCCP).

3.17 The Panel has responsibility for contractual oversight of delegated primary care contract matters and has the authority to undertake the activity within its terms of reference. In accordance with NHS GM's Standing Financial Instructions, Standing Orders and Scheme of Delegation, the Panel has delegated authority from the GMPCCC, to take decisions or make recommendations on matters relating to the development and management of primary care contracts, in accordance with national guidance and regulations.

3.18 NHS GM DCCP considered the Practice's appeal on the 19th of March 2025 where the appeal was rejected **(Appendix 1)**. In making its determination, the Panel considered the information provided by the practice for the outstanding payments, the General Medical Services Statement of Financial Entitlements (SFE) Directions 2024 and the Enhanced Service (ES) Specification Seasonal influenza vaccination programme 2023/2024.

3.19 The DCCP panel determined:

3.19.1 NHS GM is obliged by regulation to apply the provisions of the SFE and ES Specification in respect of submission time limits.

3.19.2 Practices submitting claims to the Commissioner for payment monthly wherever possible and practices must validate and submit a claim to the Commissioner for payment within 3 months for Seasonal/Childhood Influenza Vaccination programme as set out in the ES specification.

3.19.3 It is a practice responsibility to check their Seasonal Flu activity on a monthly basis following the automatic extraction and then declare their activity for payment.

3.20 The Practice was informed, by letter dated 4th April 2025 (**Appendix 2**), of the decision taken by NHS GM DCCP in relation to the request and was advised of their rights to dispute this decision, by submitting an appeal, including any additional supporting information within 28-days to the NHS GM Primary Care Team for consideration by NHS GM Primary Care Commissioning Committee (NHS GM PCCC).

3.21 **3. Further Appeal by Crompton View Surgery**

3.22 On the 9th June 2025, the NHS Greater Manchester Primary Care Commissioning Committee (NHS GM PCCC) reviewed an appeal from Crompton View Surgery following its initial rejection by the NHS Greater Manchester Direct Commissioning and Contracting Panel (NHS GM DCCP) on the 19th March 2025.

3.23 The Committee fully acknowledged the exceptional workforce challenges faced by the practice, including the prolonged illness of the Practice Manager and the serious health issues affecting one of the GP Partners. These circumstances were clearly distressing and understandably impacted the practice's ability to submit the claim within the required timeframe.

3.24 While the initial appeal to NHS GM DCCP did not include the full details of these challenges, the Committee appreciated the subsequent submission,

which provided a more comprehensive account. However, after careful consideration, NHS GM PCCC concluded that the appeal could not be upheld.

3.25 This decision aligns with previous cases, including similar appeals from other GP Practices within NHS Greater Manchester and reflects the need to maintain consistency across the system by applying the provisions and payment time limits, as set out within the NHS Statement of Financial Entitlement (SFE) and the General Practice Enhanced Service Specification Seasonal influenza vaccination programme.

3.26 The Committee also expressed concern about the precedent this might set, particularly regarding expectations around business continuity and adherence to established deadlines **(Appendix 3).**

3.27 The onus is on all GP Contractors having signed and agreed to provide the seasonal influenza vaccination programme enhanced service, to ensure they are familiar with its contents, including relevant timescales, as set out in the specification for claims and the consequences of noncompliance with the specified timescales.

3.28 Regular communications and support to GP practices, including National and local guidance on claims for all enhanced service submission timescales, have been made readily available through various sources such as NHS England and the ICB to support compliance.

3.29 **4. NHS England General Practice Enhanced Service Specification - Seasonal influenza vaccination programme 2023/24**

3.30 Payment under this ES is conditional on Practices complying with the requirements.

3.31 Practices that have signed up to the Enhanced Service for Influenza 2023/24, section 11 clearly states the following **(Appendix 4):**

3.32 11.2.3 *Practices submitting claims to the Commissioner for payment monthly wherever possible and Practices must:*

3.33 *(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*

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

3.35 *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.*

3.36 **5. Conclusion**

3.37 NHS Greater Manchester's role, as Commissioner, is to offer primary care providers support and guidance in order that they have the appropriate information to meet their contractual obligations.

3.38 We believe NHS GM has robust processes in place of regular communications (**Appendix 5**).

3.39 This is there to provide GP practices with significant opportunity to ensure administrative processes and controls are in place, to enable timely submission of Seasonal Influenza payments and to notify the ICB of any issues in submitting their monthly data."

3.40 [Enclosures:

3.40.1 Direct Commissioning and Contracting Panel meeting 19 March 2025.

3.40.2 Letter from Greater Manchester ICB dated 4 April 2025.

3.40.3 Email correspondence from the Commissioner to the Contractor dated 25 September 2025.

3.40.4 Enhanced Service Specification – Seasonal influenza vaccination programme 2023/24.

3.40.5 Email 31 August 2023 from the Commissioner to all GP practices]

Observations

The Contractor's observations

3.41 "Thank you for the attached letter dated 10th April.

3.42 In it you report I make no representations on the issue. All my representations were made to you in our original letter requesting dispute resolution and you have already shared these with NHS GM. I therefore understood you only required me correspond if I had additional representations on the matter - which we do not.

3.43 I hope this is your understanding too."

Unsolicited Comments

Email from KE, MP dated 28 April 2026

3.44 "I have been contacted by a GP Practice in my constituency who have asked for my assistance in helping to get a suitable resolution regarding a payment for vaccine rollouts that was incorrectly filed due to staff illness.

3.45 They have advised that the circumstances in which they made they error were unfortunate and would like a positive resolution to this situation, as they may have to limit their offering to the public if the amount is not cleared – around £11,000.

3.46 Could this situation please be looked into again? I would really appreciate this and I would love to hear that a resolution may be available.

3.47 Please do not hesitate to contact me if you need any more details, I have attached the relevant document."

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. The Contractor provided its NHS England Standard General Medical Services Contract 2017/18 and I note this 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 note the correspondence received from the Contractor's Member of Parliament. Whilst I acknowledge the concerns raised, I am required to determine this dispute in accordance with the Regulations and the relevant Specification.

4.4 I have been provided with correspondence between the Commissioner and the Contractor showing that local dispute resolution has been entered into, including email correspondence between February 2025 and January 2026. In the email dated 11 January 2026 from the Commissioner, it stated:

> "*I'm sorry you haven't received a response. My advice now would be to appeal to the national NHS dispute resolution service, contact details below*:
>
> *Telephone: 0203 928 2000*.
>
> *Email: nhsr.appeals@nhs.net* .
>
> *Address: Primary Care Appeals Service, NHS Resolution, 8th Floor, 10 South Colonnade, Canary Wharf, London, E14 4PU*."

4.5 There was a further email from the Commissioner dated 22 January 2026 to the Contractor:

> "…. *I do think you can state in all confidence that all local efforts have been exhausted, though – and I think Ben would agree, which is why he sign-posted you to the NHS dispute resolution procedure in his email back in September. I understand that you're hesitant to escalate matters in this way, but maybe look at it as simply being the next step in the process - that's what it's there for*."

4.6 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.

4.7 The application for dispute resolution relates to the non-payment of seasonal influenza vaccinations for the months of October 2023 to February 2024 which the Contractor states it became aware of in early 2025 when meeting with its accountants.

4.8 The Commissioner has provided a copy of "Enhanced Service Specification Seasonal influenza vaccination programme" for 2023/24 ("the Specification"). The contents of the Specification have not been disputed by the Contractor. I note that the months in question, October 2023 to February 2024 falls within the financial year 2023/24 and that this is covered by the above Specification.

4.9 I further note the information provided by the Commissioner in its Direct Commissioning and Contracting Panel report dated 19 March 2025 which states that:

> "…. *Crompton View Surgery declared their October, November 2023 and January 2024 Seasonal Flu activity in April and May 2024, this is outside of the 3- month window specified in the Seasonal Flu Service specification 2023/24. The practice was notified by email in April and May 2024 that this activity would be cancelled, and a template was attached for the practice to appeal this decision and to notify of any extenuating circumstances. No appeal was received, and the activity was cancelled in CQRS*.
>
> *In addition, the practice have not currently declared their Seasonal Flu activity for December 2024 and February 2025. When this activity is declared, it would be outside of the three- month timeframe for claiming*.
>
> *Dr* [X]*, GP Principal at Crompton View Surgery contacted the Central Primary Care team on 5 February 2025 explaining that a recent finance review with their accountants had identified significant missing payments for the Seasonal Flu service in 2023/24. Dr* [X] *submitted an appeal on Friday 7 February 2025*."

4.10 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.

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

4.11.1 "*The practice suffered a period of ill health to its administrative and managerial staff during this time which led to delayed claims for payment being submitted*.

4.11.2 *Historically the claim period for claiming under the terms of the Influenza DES had been 6 months however this changed to a stricter 3-month*

time frame in the 23/24 season. During this period of staff sickness, the practice incorrectly believed that the flu claims could be submitted within 6 months and it was not made a priority for us."

4.12 The Contractor further asks that

"… we *really do just want payment for work that was clearly done*."

4.13 I note that Payment for claims is contained within the Specification at Section 11 "Payment and Validation" and the Commissioner makes specific reference to paragraph 11.2.3, section 11. The paragraph states:

"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."

4.14 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 (as above), section 11 also 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."

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

4.16 I note the comments from the Contractor that:

"*We focused on patient facing services and ensured they continued uninterrupted. There is no suggestion by any party that the vaccinations were not done in a timely and efficient manner. The claims were made by the staff within the 6-month time period but these were rejected by the central teams as they were not made within the 3-month period. The practice was emailed about this but again due to staff sickness this was not acted upon in a timely manner*."

4.17 I further note the comments from the Contractor that they

"*only realised the lack of payment when meeting with our accountants in early 2025*."

4.18 I have been provided with information from the Commissioner in the form of a spreadsheet entitled "Annual Activity Summary Report" containing the service provider name, ID and confirming the financial year 2023/24, which shows the value of vaccinations which were administered and amount in pounds (£) for the months of October 2023 to February 2024 (highlighted in blue or yellow).

4.19 Whilst the data provides the total vaccinations recorded for the relevant months, it does not confirm the dates that these claims were actually submitted. However, the Contractor does not dispute that the claims were not submitted

within 3 months of the date of the administration of the completed dose of the vaccine.

4.20 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 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*."

4.21 The Contractor must submit claims monthly, however there is a 3 month period in which claims can be submitted for payment.

4.22 In regard to the missed deadline, I have next gone on to consider the comments from the Contractor with regard to mitigating circumstances owing to:

> "*A new change from a 6 month to a 3 month claim window*
>
> *Significant staff sickness of the claims supervisor and finance lead partner*."

4.23 I note the comments from the Contractor with regard to the reasons for not being able to determine that payment had not been made,

> "*the practice suffered a period of ill health to its administrative and managerial staff during this time which led to delayed claims for payment being submitted*"

4.24 Furthermore, that the Contractor, due to ill health,

> "*was away from the practice during the second half of 2024*."

4.25 I note that the Contractor also says in its application:

> "*Having always being in good standing with our locality and knowing that we had done the required work we believed this would be a formality. Unfortunately, the panel did not uphold our request. ….*
>
> *As a small practice this is a large sum of money to us and withholding it may lead to a tangible difference to services we can offer to patients.*
>
> *The practice has an excellent track record at patient care and we evidenced our continuous high achievement in national and local quality targets. ……*
>
> *We really do just want payment for work that was clearly done. We apologise for the administrative delay in claiming for the payment*."

4.26 Whilst I can appreciate and have sympathy to the pressures that the Contractor was under, the Contractor had advance notice of the correct Specification for the 2023/24 Programme as per the "*REMINDER/ACTION*" email which was sent to all practices on 31 August 2023 further to the national letter sent to practices on 30 August 2023. The Contractor has indicated that "*The practice*

was emailed about this but again due to staff sickness this was not acted upon in a timely manner" which I appreciate was in part due to the above mentioned pressures. I also recognise that the Contractor had a mechanism for identifying payment issue but it did not too late in the process.

4.27 However, having signed up to provide the service, the onus was on the Contractor to ensure it was aware of the contents of the Specification including the relevant timescales for claims and the consequences of non-compliance with the specified timescales. Critically, 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 (NHSE)*."

4.28 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.

4.29 Based on the information that the Contractor has provided, I am of the view that the reasons given for the claims not being submitted within the three month window are not exceptional as strictly defined in the Specification.

4.30 Therefore, no is payment due for the claims for October 2023 to February 2024 as they were not submitted in line with the Specification nor do the claims meet the exceptional circumstances criteria.

5. DECISION

5.1 I am satisfied that the Commissioner was entitled to decline the claim for payments as these were not submitted in accordance with 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