



**KCI Medical Limited**  
Building 47, Charnwood Campus  
10 Bakewell Road  
Loughborough, LE11 5RB

**Reference: SOLV542**

Sheffield Teaching Hospitals NHS Foundation Trust  
Trust Headquarters,  
8 Beech Hill Road,  
Sheffield  
S10 2JF

**11-Dec-24**

Dear Sir/Madam,

**The Solventum Level One Value Based Procurement Scheme – Tegaderm™ CHG IV Dressings**

Value Based Procurement (**VBP**) is an important procurement approach supporting patient-centric, safe, high quality and affordable health care. Applying VBP principles leads to the economically most advantageous tender outcome by awarding a contract based on what citizens, health systems, health actors and society value.

VBP is a collaborative, multidisciplinary approach providing solutions to efficient and effective health care of value to all. VBP provides opportunities to address the key challenges of provider/supplier relationships. The basis for VBP is laid down in the multi-layered framework taking into account the outcomes that matter to patients, benefits for key healthcare stakeholders and society as a whole, the cost along the full process of care delivery and the offering of innovative solutions.

The VBP concept focuses on purchasing medical technology based on its longer-term overall value rather than on its upfront cost, thus forming a powerful means for improving patient outcomes and/or reducing the total cost of care delivery (<https://www.eurphi.eu/information-hub/value-based-procurement/>).

**Application of VBP under this Agreement**

**Level 1: Process Based Care Discount**

A discount (effected via a rebate against the NHSSC price) shall be paid to the Sheffield Teaching Hospitals NHS Foundation Trust based upon achievement of process compliance with the implementation of the evidence-based clinical intervention Tegaderm™ CHG IV Dressings. In this contract 'process compliance' would include/require the following:

- Introduction of Tegaderm™ CHG IV Dressings (the "Solventum Product") as the default/first line technology for the antimicrobial protection/securement of central venous catheters ("CVC") and central arterial catheters ("CAC") in the designated areas

of implementation (under this Agreement) ICU patients and/or haemodialysis central venous catheter patients).

- Utilisation of the Solventum Products for all patients with a CVC in situ (all lines, all-patients until catheter removed) in the agreed clinical settings in accordance with IV practice recommendation contained in national/international IV guidelines for management of central lines [NICE MTG25 [2019]; NICE MIB 231[2020]; INS Infusion Therapy Standards of Practice [2021]; Strategies to prevent central line-associated bloodstream infections in acute-care hospitals: 2022 Update [SHEA [2022]
- No routine use of any alternative antimicrobial securement technologies, though exception is permissible for specific individual patient requirements/clinical rationale.
- Trust support and access for Solventum value added activity to drive compliance to protocol including IV bundle compliance, IV dressing integrity audits, and educational/training sessions to drive safe and effective use of the technology.
- Trust to demonstrate compliance with hand hygiene and ANTT audit as per best practice guidelines.

Further to our recent discussions we would like to offer Sheffield Teaching Hospitals NHS Foundation Trust (“**You**”) the following Rebate Agreement relating to your purchase of the Solvetum Products which are specifically defined in Schedule A, subject to the terms set out in this Rebate Agreement. This Rebate Agreement is being offered to you as part of a Rebate Program open to all members of the Shelford Group Trust (the “**Rebate Program**”).

Purchases made by Trusts in South Yorkshire & Bassetlaw Integrated Care System (the “**ICS**”), that You are part of may also be included in this Rebate Program upon request to 3M and signature of appropriate documentation. The levels of Rebate that You are entitled to and the criteria that You need to satisfy in order to qualify for them are set out below in Schedule B.

Your entitlement to participate in the Rebate Program will commence on 01 December 2024, provided that a signed copy of this Rebate Agreement is received by Solventum before such date and will remain in place until 31<sup>st</sup> August 2026. If Solventum is not successful in being part of any new NHS Supply Chain framework for Tegaderm™ CHG IV Dressings both parties will meet to discuss alternative routes of supply and Solventum reserves the right to terminate this Rebate Agreement if such alternative routes cannot be agreed upon.

Please note Solventum will not be in a position to effect this Rebate Program until it is receipt of a signed copy of this letter. I would be grateful if a representative of Sheffield Teaching Hospitals NHS Foundation Trust would sign the letter via DocuSign and return to us. Solventum relies on the confirmation that You have sought and received the necessary approvals to enter into this agreement.

If you require further information or wish to discuss any aspect of this agreement, please do not hesitate to contact my colleague Hayley Newall, email [hdnewall@solventum.com](mailto:hdnewall@solventum.com) or 07919 485071.

Yours sincerely

Mark Stinson - North Europe Regional Sales Division Leader

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**Schedule A – Solventum Products**

<b>Product Description</b>	<b>Solventum MPC</b>	<b>NHSSC NPC</b>
3M™ Tegaderm™ CHG Chlorhexidine Gluconate I.V. Securement Dressing 8.5cm x 11.5cm	1657R	ELW294
3M™ Tegaderm™ CHG Chlorhexidine Gluconate I.V. Securement Dressing 10cm x 12cm	1658R	ELW625
3M™ Tegaderm™ CHG Chlorhexidine Gluconate I.V. Securement Dressing 10cm x 15.5cm	1659R	ELW295
3M™ Tegaderm™ CHG Chlorhexidine Gluconate I.V. Securement Dressing 7cm x 8.5cm	1660R	ELW366
3M™ Tegaderm™ PICC/CVC Securement Device + CHG I.V. Securement Dressing 8.5cm x 11.5cm	1877R-2100	ELW966
3M™ Tegaderm™ PICC/CVC Securement Device + CHG I.V. Securement Dressing 10cm x 15.5cm	1879R-2100	ELW967
3M™ Tegaderm™ CHG Chlorhexidine Gluconate I.V. Port Dressing 12cm x 12cm + 6.2cm x 4.9cm gel pad device	1665R	ELW1023

**Schedule B – Rebate Criteria**

**Level One – Factor One:**

You will qualify for the Level One Factor One Rebate (as determined below) if you meet the Net Sales figure of your previous 12 months sales (as determined by NHS Supply Chain Data) (the “**Baseline**”). The Baseline for Year 1 of the Rebate Agreement is set out below.

The levels of the Rebate that you will be entitled to are as follows:

	Rebate Levels calculated on previous twelve months Net Sales that achieve the Baseline
	Solventum Tegaderm CHG IV Dressings
Year 1	2.5% of Net Sales
Year 2	2.5% of Net Sales
Year 3	2.5% of Net Sales

For Year 1 of the Agreement, the Baseline for Sheffield Teaching Hospitals NHS Foundation Trust is as follows:

£32,639.05 (“**Year 1 Baseline**”)

For each subsequent year of the Rebate Agreement the “Baseline” will be adjusted to reflect the preceding years Net Sales figures as determined by NHS Supply Chain Data provided that the Baseline under this Rebate Agreement shall never be less than the Year 1 Baseline.

**Level One – Factor Two:**

The Level One Factor Two Rebate shall be calculated based on the Net Sales of all members of the Shelford Group Trust that are participating in the Rebate Program (the “**Participant Trusts**”).

To the extent that You exceed the preceding years Baseline (as determined by NHS Supply Chain Data), you will qualify for the following Growth Rebate:

The levels of the Growth Rebate that you will be entitled to are as follows:

**Table 2:**

<b>Growth Rebate Levels</b> <b>Calculated where Net Sales exceed the Baseline during the previous twelve months</b>	
<b>Solventum Tegaderm CHG IV Dressings</b>	
Total increase in annual Net Sales of Participant Trusts on total relevant Baselines of all Participating Trusts (the “ <b>Net Increase</b> ”)	Growth Rebate as a percentage of the relevant Trust's contribution to the Net Increase
£0-100K	0.50%
£101-200K	1.00%
£201-300K	2.00%
£301-400K	3.00%
£401-500K	4.00%
£501K+	5.00%

Each individual Trust that exceeds their Baseline will receive a growth rebate at the above percentage rate on the value in excess of their Baseline.

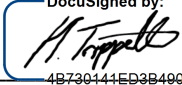
Please see Appendix 1 for example

For each year of the Agreement the Growth Rebate Baselines will be adjusted to reflect the previous year’s Net Sales figures.

**Additional Criteria:**

1. The calculation of the Net Sales will be based on sales data from NHS Supply Chain. Any purchases of Solventum Products from other sources are expressly excluded from Rebate Program.
1. “**Net Sales**” shall mean the total purchases of the Solventum Products (excluding VAT) by You, calculated based on information provided by NHS Supply Chain.
2. You must provide Solventum with all reasonable assistance in verifying the levels and source of Solventum Products purchased by You during the term of the Rebate Program and the parties shall meet on a quarterly basis to review progress of the Program.
3. Entitlement to participate in the Rebate Program is strictly restricted to You and may not be transferred to any other party.
4. Any payments due under this Rebate Program shall be payable within 90 days of the end of a relevant Year. All payments will be paid in the form of BACS directly from Solventum UK. To facilitate this payment the Trust must provide correct bank account information to Solventum promptly (see Appendix 2). Any delays in payment by Solventum due to missing BACS information shall not result in any interest or other payments becoming due.
5. This Rebate Agreement supersedes any previous rebate schemes relating to the Products listed in Schedule A and unless expressly agreed in writing to the contrary is the only rebate scheme in force and applicable between the parties specific to these Products.
6. This arrangement is for the Shelford Group Trust and will only be applicable if at least **seven** members of the Shelford Group Trust join the Rebate Program as of 1 August 2023.
7. Year 1 Baseline sales shall be maintained at a minimum [condition of contract]
8. The Rebate Agreement is for a fixed 3-year term. We will review annually, and locally the sales and commercial team will hold quarterly reviews with each trust.

Signed For and on behalf of Sheffield Teaching Hospitals NHS Foundation Trust

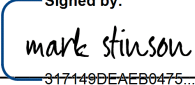
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4B730141ED3B490...

Print Name: Helen Trippett

Position: Deputy Procurement Director

Date: 06-Jan-2025

Signed For and on behalf of KCI Medical Ltd ("Solventum")

Signed by:  
  
317149DEAE80475...

Print Name: mark stinson

Position: Sales Director

Date: 15-Jan-2025 | 17:20 CET

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Appendix 1

See below “Worked Examples” at Trust and Group level:

Sheffield Teaching -Worked Example											
Year 1	Individual Trust Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Individual Trust Rebate [Sheffield Example]				
	Base line sales (p.a.)	Year 1 - L1 2.5% rebate	Year 1 Trust Growth#	Sheffield Year 1 - Growth rebate - bands	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)		
	£72,000	£1800.0	£78,000.0	£0-100K	0.50%	£500	£1800	£390.0	£2,190		
				£101-200K	1.00%	£2,000	£1800	£780.0	£2,580		
				£201-300K	2.00%	£6,000	£1800	£1560.0	£3,360		
				£301-400K	3.00%	£12,000	£1800	£2,340.0	£4,140	based on anticipated 12mths growth in year 1	
				£401-500K	4.00%	£20,000	£1800	£3,120.0	£4,920		
				>£501k	5.00%	£25,050	£1800	£3,900.0	£5,700		
Year 2	Individual Trust Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Individual Trust Rebate [Sheffield Example]				
	Base line sales (p.a.)	Year 2 - L1 2.5% rebate	Year 1 Trust Growth#	Sheffield Year 2 - Growth rebate - bands	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)		
	£150,000	£3,750.0	£160,000.0	£0-100K	0.50%	£500	£3,750	£150.0	£3,900		
				£101-200K	1.00%	£2,000	£3,750	£300.0	£4,050		
				£201-300K	2.00%	£6,000	£3,750	£600.0	£4,350		
				£301-400K	3.00%	£12,000	£3,750	£900.0	£4,650	based on anticipated 12mths growth in year 2	
				£401-500K	4.00%	£20,000	£3,750	£1,200.0	£4,950		
				>£501k	5.00%	£25,050	£3,750	£1,500.0	£5,250		
Year 3	Individual Trust Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Individual Trust Rebate [Sheffield Example]				
	Base line sales (p.a.)	Year 3 - L1 2.5% rebate	Year 1 Trust Growth#	Sheffield Year 3 - Growth rebate - bands	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)		
	£180,000	£4,500.0	£180,000.0	£0-100K	0.50%	£500	£4,500	£50.0	£4,550		
				£101-200K	1.00%	£2,000	£4,500	£100.0	£4,600	based anticipated 12mths growth in year 3	
				£201-300K	2.00%	£6,000	£4,500	£200.0	£4,700		
				£301-400K	3.00%	£12,000	£4,500	£300.0	£4,800		
				£401-500K	4.00%	£20,000	£4,500	£400.0	£4,900		
				>£501k	5.00%	£25,050	£4,500	£500.0	£5,000		
Total Rebate									£13,390	based on anticipated growth in Y1-3	

Worked STH Example

The figures displayed represent the investment required for Sheffield Teaching Hospitals NHSFT and will vary based on individual trust product use

Baseline Tegaderm CHG Spend (Year 1)	£72,000
Total Investment p.a. (Est. Year 1 finish)	£150,000

	L1 Rebate £	Total in-year rebate £	Total L1 scheme rebate £
Year 1 Rebate - 2.5% Compliance	£1,800	£4,140	£13,390
Year 1 Rebate - 3% Growth (0.5-5% scale)	£2,340		
Year 2 Rebate - 2.5% Compliance	£3,750	£4,650	
Year 2 Rebate - 3% Growth (0.5-5% scale)	£900		
Year 3 Rebate - 2.5% Compliance	£4,500	£4,600	
Year 3 Rebate - 1% Growth (0.5-5% scale)	£100		

Sheffield -Worked Example [aggregated spends]											
Year 1	Sheffield Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Total Sheffield Rebate				
	Base line sales (p.a.)	Year 1 - L1 2.5% rebate	Year 1 Group Growth£	Sheffield Year 1 - Growth rebate - bands	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)	Comments	
	£465,799	£11,645.0	£400,000	£0-100K	0.50%	£500	£11,645	£2,000	£13,645		
				£101-200K	1.00%	£2,000	£11,645	£4,000	£15,645		
				£201-300K	2.00%	£6,000	£11,645	£8,000	£19,645		
				£301-400K	3.00%	£12,000	£11,645	£12,000	£23,645	based on anticipated 12mths growth in year 1	
				£401-500K	4.00%	£20,000	£11,645	£16,000	£27,645		
				>£500K	5.00%	£25,050	£11,645	£20,000	£31,645		
Year 2	Sheffield Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Total Sheffield Rebate				
	Base line sales (p.a.)	Year 2 - L1 2.5% rebate	Year 2 Group Growth£	Sheffield Year 1 - Growth	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)	Comments	
	£865,799	£21,645.0	£400,000.0	£0-100K	0.50%	£500	£21,645	£2,000	£23,645		
				£101-200K	1.00%	£2,000	£21,645	£4,000	£25,645		
				£201-300K	2.00%	£6,000	£21,645	£8,000	£29,645		
				£301-400K	3.00%	£12,000	£21,645	£12,000	£33,645	based on anticipated 12mths growth in year 2	
				£401-500K	4.00%	£20,000	£21,645	£16,000	£37,645		
				>£500K	5.00%	£25,050	£21,645	£20,000	£41,645		
Year 3	Sheffield Baseline Rebate [L1 Baseline]			Sheffield Aggregated Rebate Scale [L1 Growth]			Total Sheffield Rebate				
	Base line sales (p.a.)	Year 3 - L1 2.5% rebate	Year 3 Group Growth£	Sheffield Year 1 - Growth	% Rebate	Growth Rebate	L1 Baseline Rebate	L1 Growth Rebate	Total rebate paid (maximum)	Comments	
	£1,265,799	£31,645.0	£150,000.0	£0-100K	0.50%	£500	£31,645	£750	£32,395		
				£101-200K	1.00%	£2,000	£31,645	£1,500	£33,145	based anticipated 12mths growth in year 3	
				£201-300K	2.00%	£6,000	£31,645	£3,000	£34,645		
				£301-400K	3.00%	£12,000	£31,645	£4,500	£36,145		
				£401-500K	4.00%	£20,000	£31,645	£6,000	£37,645		
				>£500K	5.00%	£25,050	£31,645	£7,500	£39,145		
Total Rebate									£90,435	based on £950,000 growth over Y1-3	



**Appendix 2**

Please provide the bank details to which payments in relation to this agreement should be made:

Trust	Bank Account Number	Sort Code	IBAN Reference Number