IRSA
INDEPENDENT REHABILITATION SUPPLIERS ASSOCIATION

Independent Rehabilitation Suppliers Association

August 2010

Submission to

Productivity Commission
Disability Care and Support

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1. Executive Summary

The Independent Rehabilitation Suppliers Association is the largest organisation of its type representing the views and aspirations of assistive technology (AT) suppliers

AT is a key enabler that delivers increased independence, reduced caregiver burden and improved quality of life for people with disabilities and seniors. Appropriately prescribed AT delivers substantial savings to the community in many ways including reduced physical problems, increased participation in employment and quicker hospital discharge.

The specialist businesses that supply and service AT play an important role in supporting individuals who rely on AT for their daily living. A competitive, ethical and viable industry is essential to deliver the high service levels required by therapists and AT consumers. The majority of AT suppliers are small, independent businesses that focus on a specific market segment and/or region. They are highly skilled and experienced in matching the right AT solution to the individual requirements of a consumer.

The AT industry is typified by relatively low profitability due to high service costs and low product margins. What is disturbing is the lack of new entrants into this industry, particularly in the more complex and demanding AT sectors.

The viability of the industry is constantly challenged by rising business costs, demands for higher service levels, increased compliance/red tape and poor payment practices of some Government agencies. The fallout of business failures in our industry sector has a devastating impact on the lives of those with disabilities and seniors who depend on AT products and services. It is incumbent upon Government at every level to ensure they conduct themselves so as to stimulate and support the industry whilst achieving best value for the public dollar.

AT suppliers have an obligation to conduct their businesses in accordance with various regulations and standards that apply to the majority of AT devices. The Therapeutic Goods Administration (TGA) regulates the supply of Class 1 Medical Devices and various Australian Standards define specifications for design, quality and performance. AT consumers and funders would benefit if the TGA made public, details of those businesses that have been found to regularly fail to comply with their regulations. There is also a need to continue to harmonise Australian Standards with international standards to reduce cost and increase competition and consumer choice.

There are currently more than 100 funding schemes for AT and most are plagued by under funding, long waiting lists, extensive delays, inefficiency and duplication. These schemes lack equity and consistency and are often confusing and overly complex to AT consumers. The focus on approved equipment lists and not on outcomes for AT consumers is a major flaw in these schemes.

A number of elements are pivotal to implementing a new AT funding model under the auspice of a National Disability Insurance Scheme (NDIS) that will improve AT consumer outcomes and minimise cost to Government.

1. OUTCOME DRIVEN
   - The focus must be on defining and delivering optimal outcomes for AT consumers.
   - The use of "approved equipment lists" reduces choice and flexibility and can increase cost, and therefore should be avoided.
   - Ensure flexibility and, where appropriate, access to the latest innovations in AT to suit the individual.
   - An understanding of the broader cost/benefit outcomes achieved through AT should be fundamental to the scheme.
   - Support for ongoing training and education of therapists/prescribers and AT suppliers.

2. EQUITABLE
   - There must be a nationally consistent funding platform for AT.
   - Funding must be guaranteed against transparent eligibility guidelines.
   - The scheme must be fully funded to cover 100% of the costs of providing AT to those who require it and there has to be provision for future growth.
   - Individuals residing in rural and remote locations must have access to qualified assessment services and local AT suppliers.

3. EASY TO ACCESS
   - Establish a single entry point to apply for AT funding for consumers and caregivers.
   - Once off determination of eligibility and entitlement for the majority of AT consumers.
   - Complete portability of funded AT.
   - Access to independent information and advice on what AT is available and the benefits that it will bring.

4. EFFICIENT
   - Immediate funding approval for eligible persons requiring AT.
   - Streamlined funding processes for low cost, standard items (ie PBS style).
   - Exploit the latest innovations in AT to improve outcomes and reduce costs.
   - Selective recycling of AT items that does not negatively impact consumer outcomes.
   - Alignment of Australia Standards with International Standards to avoid unnecessary compliance costs.

5. RESPONSIVE

- Speedy access to qualified therapists/prescribers.
- Develop benchmarks for prescription, funding approval and delivery.
- AT consumers and caregivers need to be able to initiate essential repairs and preventative maintenance.
- Support local AT suppliers to sustain a viable, ethical and competitive industry.
- TGA to raise the profile of compliance with legislation for medical devices and publicly list businesses that do not conform.

IRSA and our members appreciate the opportunity to make this submission to the Productivity Commission's Inquiry and we are committed to working with the Federal Government and all key stakeholders to develop a world class AT funding scheme in Australia.

2. Introduction to IRSA

IRSA was established in August 2000 to represent the interests of businesses who compete in the non-pharmaceutical sectors of the Australian healthcare industry.

Our members manufacture, import, distribute, supply, service and hire a broad range of assistive technology (AT) for people with disabilities and older Australians such as –

- Manual mobility aids (wheelchairs, walking frames, crutches and rollators)
- Powered mobility aids (electric wheelchairs and scooters)
- Patient lifters
- Electric beds for hospitals, aged care institutions and home care
- Lift up chairs
- Pressure sore prevention cushions and mattresses
- Postural aids
- Communications devices
- Respiratory products (home oxygen concentrators, aerosol compressors and nebulisers)
- CPAPs and related sleep products
- Motor vehicle modifications
- Daily living aids

IRSA member companies range from small, family owned businesses to large multi-national corporations.

IRSA and its members are pivotal to the training and education of occupational therapists and others involved in assessing people with disabilities and specifying equipment to address their needs.

IRSA's objectives are –

1. To give our industry a voice that…
   * Has a positive influence on Government policy via a representative, unified approach
   * Educates Governments and other stakeholders about our industry
   * Promotes a robust, competitive and commercially viable marketplace
2. To improve the quality of equipment provision by…
   * Supporting the ongoing training and education of therapists and prescribers
   * Promoting ethical business practices that safeguard the interests of AT consumers
   * Participating in the development of appropriate and cost effective product standards

3. To develop alliances with all relevant stakeholders to…
   * Drive continued improvement in outcomes for AT consumers
   * Minimise the total lifetime costs of AT
   * Ensure an open, fair and competitive market

Towards the end of 2010, IRSA will be rolling out an industry Code of Practice (refer Appendix A5) that will help to safeguard the interests of AT consumers and improve the quality of service provided by our members.

IRSA is a not for profit industry association and is proud to be a member of the Aids and Equipment Action Alliance (Vic), the NSW Physical Disabilities Council, Spinal Cord Injuries Australia and the NSW PADP Community Alliance.

3. Assistive Technology – Saving & Empowering

The high level of demand for AT is a key indicator of its benefit to individuals and the broader community. There are many drivers behind the need for the adequate, timely and appropriate provision of AT throughout Australia. The major trends generating the increased demand for AT include -

- a growing range of AT solutions designed to address a greater number of personal challenges resulting from disability.
- the lives and aspirations of those who rely on AT and their families.
- Australia's ageing population and the increasing dependency ratio (the number of people over 65 relative to those of working age: 15.8 in 1960, 20.7 in 2000, and projected to be 43.8 in 2040 - OECD 2005).
- government policies promoting an inclusive society, and participation by everyone with goals of equity and fairness.
- meeting obligations under the UN conventions and treaties that Australia is a signatory to in relation to human rights, rights of people with disabilities.
- the need to deliver public health cost savings that result from reduced levels of dependence and avoiding or delaying the need for more expensive services such as hospital admissions and institutional care.

Ten percent of all Australians rely on some form of AT (ABS 2004:7) and there is much to suggest that expenditure on AT is an essential and effective means of maximising people's capacity to participate in society at all levels. Costs to families, communities and governments are reduced by increasing independence and reducing dependence.

AT delivers further savings to the community by –

- reduced physical problems such as pressure sores, broken bones, contractures and pain.
- slowing the rate of functional decline.
- Increased participation in employment and education.
- quicker hospital discharge.
- prevention of health costs caused by injuries to caregivers.

The United Kingdom Audit Commission's report Fully Equipped (2000) established that –

- "*The quality of the services received by the four million users of disability equipment services can make the difference between an enriched, independent life or an isolated, unproductive existence.*".

Work done by the Australian Institute of Health and Welfare (AIHW) found that –

- "*…aids and equipment appear from the literature to be more effective than personal assistance… Objectively, aids and equipment can be fitted to deal specifically with the functional problems experienced by the user. Furthermore, aids and equipment are readily available which might not always be the case with a personal carer. In subjective terms, aids and equipment promote feelings of autonomy and self-sufficiency to the user.*".
- "*Systems by which people are able to receive financial assistance for aids and equipment, or access aids by other means (eg through equipment schemes) exerts a strong influence on whether people adopt aids and equipment or not.*".

In May 2006, the NSW Spastic Centre's Equipment Register of applications waiting for funding totalled $1.65M, including applications that remained outstanding from 2004-05 worth $0.4M. Approximately 75% of these applications were for items costing less than $5,000 and the largest group of applicants were those aged 5-14 years.

The Australian Wound Management Association estimated that in 2001 Australia spent $350M caring for patients with pressure ulcers. The inpatient recovery time for a serious pressure ulcer can be months or years and the cost of treating each ulcer was $61,000. Not all pressure ulcers can be prevented, however many are the result of inadequate AT or the failure to provide AT within the necessary timeframe. The timely provision of the right pressure relieving mattress or cushion will often prevent pressure ulcers from developing. This highlights the fact that it is false economy for governments to under-fund AT and then pay for more expensive hospitalisation and related treatment.

Most forms of technology occasionally require maintenance and/or repair to ensure continued performance and functionality. This is also case with many items of AT. Someone who relies upon a wheelchair for their everyday mobility can spend days in bed

waiting for repairs. Similarly, people who use communications devices can be left unable to communicate for days or weeks if their device breaks down. Access to service and maintenance for AT is vital to such individuals.

4. The Role of Assistive Technology Suppliers

The process of successfully delivering AT generally involves four important stakeholder groups –

1. The individual with a disability, their family and caregivers.
2. An independent therapist or other qualified health professional who aids with the assessment of the individual and the development of an AT solution.
3. One or more funding bodies, be they government, charitable or other.
4. One or more AT suppliers.

In Australia, private out of pocket expenditure on AT is believed to be in excess of 70% of the total cost, and therefore it is clear that funding bodies are not always part of the process. Similarly, some individuals choose not to engage the services of a therapist when sourcing their AT, yet the AT supplier is involved in all but private sales of used equipment.

The work undertaken by the AT supplier varies considerably depending on the complexity of the individual's needs. It can be as simple as spending a short time helping an older person select an appropriate aid such as a walking cane or rollator. Or it can be as complex as spending a number of days trialling, defining and configuring a bespoke power wheelchair with complex seating, user interfaces and environmental controls for a person with a profoundly disabling condition.

Supplying complex AT solutions is a high cost, high service level activity, which requires a level of expertise that is generally only developed by years of hands on experience. One Sydney based AT supplier employs qualified occupational therapists (OTs) as part of their sales team. They advise that it takes a minimum of 12-18 months working on the job before the OT is allowed to script a complex AT solution by themselves; such is the degree of knowledge and experience required.

AT suppliers have to provide equipment for trial free of charge and in addition to this, supply equipment to institutions such as Independent Living Centres and spinal cord injury units for their use. The cost of the trial/loan equipment can range from an aid worth less than $100 to an item costing in excess of $20,000.

Those AT suppliers who provide service and maintenance are expected to do so with great immediacy and the same applies to suppliers of hire/rental equipment. If someone's oxygen concentrator breaks down, the supplier has to be on site within hours to replace or

repair it and if an individual requires an electric bed to facilitate hospital discharge the bed has to be delivered and installed immediately.

AT suppliers are also generally responsible for training consumers, families and care givers in the safe use of equipment and for ensuring the equipment is adjusted for best fit/use. It is extremely rare for AT suppliers to charge for anything other than the provision of the aid or hire/service fee. All additional, value-adding activities are undertaken at no direct cost.

The level of service and support provided by AT suppliers is quite unique in the business world. Consider someone purchasing a major home appliance such as a large, flat screen television worth say $4,500 and expecting 2 or 3 retailers to visit their home, along with a trial television to leave for the consumer for a couple of days. The retailer then collects the television and issues a quote hoping to secure the business, knowing full well if they are successful it may take 3 or more months to get paid. All this provided at no direct cost to the consumer.

Supporting AT consumers in regional and remote areas brings further challenges to the process. There are many small, often family run businesses, which deliver AT services to areas outside of the major Australian cities. Without these businesses, consumers may be pressured to relocate just to be assured of access to essential AT or otherwise be further disadvantaged. Purchasing initiatives such as sole supplier contracts can have a drastic impact on the viability of regional AT suppliers and put at risk the service levels to people who rely on AT and reside outside of the major metropolitan centres.

Individuals that require AT rely on the high levels of service provided by AT suppliers. Some of these individuals are in vulnerable situations and AT suppliers have to act with the utmost integrity, with the best interests of the individual held above all else. AT suppliers also often have to deal with people in distressing and confronting situations adding a further dimension of complexity to their business.

Australia must have a viable and competitive AT industry that works in close partnership with all stakeholders in order to deliver effective, cost efficient and life enabling AT solutions. Legislators and bureaucrats need to be aware of the implications for those relying on AT if the industry in undermined.

5. Assistive Technology Industry Viability

The AT industry is typified by relatively low profitability due to high service costs and low product margins. A 2007 US based study on the Complex Rehab Industry performed by the University of Rochester (refer Appendix A2) highlights this fact. The study concludes that –

- *“Under such low profitability it is extremely hard to forecast the future financial performance of the industry; because the threat of more and more firms exiting the*

industry becomes stronger as profitability goes lower... ...These results are shocking since it is hard to imagine what drives these companies under such low levels of profitability?... ...this is a cause driven industry which serves the needs of thousands of disabled people in the need of rehabilitation. An industry like this being struck by a financial crisis could further have detrimental microeconomic & macroeconomic effects as a whole."

In discussions with Australian AT suppliers it is evident that our local industry faces similar profit pressures that threaten its viability. Gross margins of domestic suppliers (non-manufacturers) are typically 5-13% lower than those reported in the US study. This suggests that our local industry may be operating leaner and more efficiently than our US counterparts.

The low profitability of our industry sector is in contrast to other medical sectors such as pharmaceuticals and medical consumables. In recent times this has been fuelled by a dramatic reduction in the average sell prices of standard equipment, added equipment complexity, increased compliance costs and a demand for higher and higher service levels.

There is also significant generational change underway within the AT industry as many of the pioneering business leaders reach retirement age and either sell their business or simply close down. What is disturbing is the lack of new entrants into this industry, particularly in the more complex and demanding AT sectors.

Several multi-national companies have sought to buy into the Australian industry over the past decade and on the whole have been disappointed by the low profitability of the businesses they have acquired. This has led some of these companies to rationalise their businesses and exit high service, low profit areas of the market, which in turn reduces choice and service levels for people with disabilities and the elderly.

6. Understanding Client Assessment

AT suppliers play a major role in assessing an AT consumer's needs and configuring a specific and often complex equipment solution that provides the best possible outcome. This process requires extensive knowledge and experience and it takes some years of on the job training for an individual to become fully proficient.

IRSA members estimate that it costs on average between $300-$700 to perform a detailed client assessment including travel time and administration. Often a funder insists on up to 3 quotations to be submitted per AT consumer, the cost to industry escalates to $900-$2,100 per assessment with no guarantee to any supplier of eventually receiving an order.

It is important to note that these client assessments are generally performed before funding has been approved for the client. This funding approval can then take from a month to 2 or more years. It is common for IRSA members to receive an order for an assessment that was done more than 18 months earlier.

When such a delay in funding approval occurs, the client inevitably needs to be reassessed adding more cost to the AT supply process. Over this time the originally recommended equipment may no longer be available, pricing could change and of course the client's needs could well have changed.

One IRSA member based in NSW who specialises in complex AT reports -

- *"Of the last 100 orders we received from PADP, the average was 144 days from quoting. Of that 100, 50 were at an average of 248 days. Basically anything over 3 months that is not a standard item we would reassess. So probably 40-50% of these quotes would at least require a follow up to full reassessment."*.

The 2006 PriceWaterhouseCoopers review into the NSW PADP suggested that reassessments cost the NSW Government nearly $1,000,000 annually in wasted OT time. IRSA believes the real figure is significantly higher than this and that in addition, the cost to industry is between $3,500,000 and $5,000,000 per annum just in NSW.

OTs suffer as their case load increases due to the need to consistently repeat client assessments caused by funding delays. This also has a very negative impact on AT consumers and their families and is a major cause of frustration and dissatisfaction.

As part of the assessment process, AT suppliers are generally expected to provide equipment for trial by the clients to ensure it is appropriate to their needs. These trials are usually performed free of charge by the suppliers.

There has been increasing pressure on AT suppliers to provide equipment for extended trials and this adds further cost to the assessment process. For example, a complex electric wheelchair and seating system may cost in excess of $15,000 and require several hours of setup and customisation before the trial takes place (refer Appendix A3 – Journey to Matt's Mobility). It is commercially unsustainable to have such pieces of equipment out on extended trials without charge.

To undertake an equipment trial and prepare a detailed specification typically takes from 2 to 10 hours depending upon the complexity of the client's needs and the travel time to attend the consultation (refer Appendix 4 – Complex Equipment Specification Example). The supplier then provides the therapist and/or funding body with detailed specifications and quotations.

Some AT funding bodies then use these detailed specifications and quotations to go "quote shopping" to other suppliers (who have not participated in the lengthy assessment process) in an attempt to obtain a lower price. IRSA members have reported instances of being faxed another company's specification/quote with a request to counter quote with a lower price. This completely undermines the assessment/service model and contravenes the intellectual property rights of the suppler who developed the initial specification.

7. Compliance Issues

Much of the AT supplied in Australia is classified by the Australian Therapeutic Goods Administration (TGA) as a Class 1 Medical Device. Before a business can supply these products in Australia they are required to make an application to have the products entered in the Australian Register of Therapeutic Goods (ARTG). There are different processes to do this depending on whether the application is made by a local manufacturer or by an importer/distributor of equipment that is manufactured overseas (referred to by the TGA as a sponsor).

The TGA and ARTG processes can play an important watchdog role in safeguarding the interests of AT consumers and funding bodies. They are also pivotal in managing equipment safety recalls and field modifications, however there is a cost to business in complying with the TGA regulations.

Unfortunately there remain a number of suppliers who try to operate outside the TGA regulations by -

- importing equipment through various channels not authorised by the original manufacturer,
- by substantially modifying products, or
- by selling Class 1 Medical Devices that have not been listed on the ARTG.

This places AT consumers and funding bodies at risk of purchasing potentially unsafe or untraceable equipment and is likely to compromise manufacturers' product warranties.

Government agencies that purchase equipment from these suppliers undermine the TGA governance process and impact on the business of those companies who act responsibly in complying with the TGA. This could also place the funders at risk of litigation in the event that someone is injured or killed as a result of being provided with equipment that was not listed on the ARTG.

The TGA has a role in policing compliance with the legislation and regulations applying to medical devices. However, when an AT supplier is found to be in violation of the regulations there is no public scrutiny of the TGA's investigation and subsequent application of

penalties, if any. To safeguard their own interests, AT consumers and funders should justifiably be able to know if businesses are not conforming with the TGA's requirements.

There are several Australian Standards that govern the design, quality and performance of AT used throughout Australia. These standards are not always consistent with major international standards and compliance is often not a prerequisite by government funding agencies. The majority of AT supplied in Australia is imported and Australia represents approximately 2% of the world AT market. When globally designed AT has to be modified or customised, simply to meet a particular Australian Standard, costs increase and competition and choice are reduced. There is a definite need to harmonise Australian Standards for AT to be in line with contemporary international standards.

8. AT Funding a Dysfunctional Patchwork

Across Australia, there are more than 100 programs that provide funding for AT. States and Territories fund AT through a range of divergent schemes that lack uniformity across jurisdictions. Which State or Territory a person resides in will determine factors such as –

- eligibility – who will receive funding, whether it is means/income tested, does parents' income effect the eligibility of minors etc?
- how much – will essential AT be fully funded or is it just subsidised or funding capped?
- what will be funded – funded equipment lists vary between the States and Territories.

For example, the NSW PADP scheme will fund the total cost of essential AT based on functional need whereas Victoria's Aids and Equipment Program (A&EP) and Queensland's Medical Aids Subsidy Scheme (MASS) fund a capped proportion of the total required, often leaving an individual with a funding shortfall amounting to thousands of dollars. The Victorian Program funds motor vehicle modifications whereas other programs do not.

Nearly all of the schemes suffer from significant delays in funding approval due to budgetary pressures, administrative inefficiencies or funding shortfalls. These delays drive up costs, increase caseloads for OTs and lead to a great deal of dissatisfaction and frustration to consumers and their families. Funding delays can also have negative health impacts for consumers and care givers when access to essential AT such as pressure care or manual handling equipment simply takes too long.

Subsidy type schemes, such as A&EP or MASS, bring further complications and delays to the AT supply process when additional funding sources need to be secured to cover the total cost of an item. OTs have to take on the role of fundraiser, completing multiple funding applications and approaching charities or service clubs in an attempt to secure the shortfall.

When this is not possible there is a tendency to "dumb-down" the AT solution and the consumer ends up with inappropriate equipment that does not properly meet their needs.

Most types of AT generally require some form of periodic maintenance and/or repair, and this is particularly the case with more complex items. These services are not always funded by the various schemes, leaving the individual at risk of using AT that is unsafe or is in a state of disrepair. It is flawed thinking to fund the initial cost of AT, then fail to fund the necessary maintenance to ensure its ongoing performance and safety.

Many AT funding schemes rely on approved (and often limited) equipment lists that determine what equipment will be funded and to what extent. These lists generally reduce choice and flexibility to consumers and therapists, and can also lower innovation and competition suppliers. Approved equipment lists are all too often a tool used to deny or restrict funding rather than delivering an optimal and individualised AT solution.

The plethora of inconsistent AT funding schemes significantly increases costs to AT suppliers and manufacturers. The ever-increasing demands to fulfil highly varied departmental supply contracts for numerous funding schemes, is onerous and costly for even the largest of companies. The absence of a single Australian AT marketplace makes the business of supplying AT unnecessarily complicated and costly. There will always be a temptation for businesses to target the largest market opportunities, which can result in AT consumers in smaller population areas being neglected.

Most significantly, outcomes for consumers of AT, reliant on the existing funding schemes, are generally poor. There have been dozens of reviews and inquiries that show how complex and restrictive application processes, delays in assessment and funding, funding shortfalls, lack of service and maintenance support and equipment lists that reduce choice all have a major deleterious effect on those most in need of support.

9. AT Essentials Under a NDIS

The current ground swell for change presents a unique opportunity to completely overhaul the provision of AT within the context of a National Disability Insurance Scheme. There is a compelling case for reform given the positive impacts of AT to those who rely on it and to society as a whole.

The new scheme needs to address the shortcomings of the existing, ineffective funding models and be outcome driven, equitable, easy to access, efficient and responsive.

a) <u>OUTCOME DRIVEN</u>

The primary objective of a new AT funding scheme must be to deliver optimal outcomes for AT consumers. The development of an agreed set of outcomes can provide much

greater flexibility and ensure the achievement of individualised solutions for those in need of AT. Maximising independence, achieving social inclusion, minimising carer burden, increased participation in employment and education and ensuring personal wellbeing are examples of outcomes that need to be delivered by AT. To this end there should be no barrier to funding for items such as motor vehicle modifications and consumables.

Approved equipment lists should be avoided so that AT solutions are not limited to what was previously approved and instead, utilise the most up to date alternatives that work best for the individual.

The scheme should embody an understanding of the genuine cost/benefit outcomes achieved through AT. Currently, most AT funding bodies only look at the direct costs of AT and they fail to take into account the broader social benefits and savings. For example, an AT device maybe considered too expensive, however that device could enable a person with a disability to return to their original occupation. The benefit is not really considered because it is not directly returned to the funder.

There will be a requirement for continued training and education of therapists and AT suppliers in whole-of-life assessment that emphasises preservation of functional ability, early intervention and prevention.

b) EQUITABLE

There needs to be a nationally consistent platform for funding AT for those who require it. Funding has to be guaranteed against clear eligibility guidelines that are transparent and ensure security of entitlement. This may also have the added benefit of reducing costs to businesses that supply AT due to a more streamlined, national marketplace.

Sufficient recurrent funding with adequate provision for growth must be assured based on data collected nationally. The scheme needs to be fully funded to avoid the waste and added expense typical of subsidy systems or those schemes that require co-payments.

AT needs to be readily available to those residing in remote and rural areas of Australia. The availability of qualified OTs, along with access to experienced, local AT suppliers are prerequisites to achieving this objective. The use of technologies such as telehealth, telecare and other e-solutions are worthy of investigation to assist with the assessment process.

c) EASY TO ACCESS

Those in need of AT would benefit from a single point of entry to apply for funding assistance. Determining someone's eligibility should generally be a once off event that

establishes their entitlement based on their disability – people with disabilities should not need to constantly prove that they do in fact have a disability.

A national scheme must also provide for complete portability of AT across State/Territory boundaries and from workplace to home etc.

Information and advice on what AT is available and what benefits it can deliver will need to be readily accessible to AT consumers and their families. Facilities such as the network of Independent Living Centres need to be appropriately supported to facilitate this.

d) EFFICIENT

Ensuring a person's entitlement to funding should mean that once an application has been received it is immediately approved in the majority of cases. There should not need to be a lengthy review/approval process for essential AT. This will avoid a great number of the inefficiencies that currently exist by significantly reducing the timeframe from initial assessment to delivery. Avoiding the need for reassessments will deliver real time and cost savings to therapists, AT consumers and suppliers.

Low cost, standard items of AT should be supplied in a more cost effective and streamlined manner. Consideration should be give to a PBS style approach that allows the AT consumer to source the equipment independently from suppliers once their requirements have been identified.

New AT innovations regularly become available that deliver better consumer outcomes, lower costs and improve reliability. Many of the existing funding schemes fail to take full advantage of these innovations due to their fixed contractual nature and reliance on approved equipment lists. There needs to be a simple and transparent methodology for suppliers to introduce advances in AT for funding approval.

Effective recycling of products should be implemented to reduce the total cost of the scheme. Care must be taken to ensure that this process is geared to deliver the necessary outcomes for the individual and not simply match the AT consumer to whatever may be available.

There needs to be an ongoing review of Australian Standards that govern AT to ensure that they are internationally consistent and do not unnecessarily add costs to the AT supply chain.

e) RESPONSIVE

AT consumers generally do not have the luxury of being able to adequately cope in the absence of essential AT. Therefore when a need for AT arises it has to be met in a timely and efficient manner. To meet this objective, the process of

assessment/prescription/order must be expeditious meaning that speedy access to a qualified OT is essential. There should be benchmarks established that demand appropriate times for prescription, funding approval and delivery.

The AT funding scheme must recognise the individual circumstances of the AT consumer and provide for the greatest possible degree of flexibility and choice. Systems that adopt a "one size fits all and/or lowest cost per widget" approach generally result in poor consumer outcomes and increased equipment abandonment.

Consumers and their caregivers need to be easily able to initiate requests for essential repairs and preventative maintenance on items of AT. By agreeing repair/maintenance contracts with the AT supplier at the time of purchase, this service could be provided without the need for additional application/approval processes.

Localised service and delivery of AT is essential to maintain the high service levels required by AT users. As discussed previously, this is most important in rural and remote locations. A viable and competitive AT supplier industry is the key to effective delivery.

The vulnerable nature of some AT consumers needs to be recognised and suppliers must commit to delivering ethical and highly responsive service (refer Appendix A5 for the Draft IRSA Code of Practice). The TGA needs to exhibit a higher profile when enforcing compliance with the legislation and publish the detail of infractions and penalties imposed.

Appendices

A1 IRSA Members

A2 US Study on the Complex Rehab Industry

A3 Article – “The journey to Matt’s mobility”

A4 Complex Equipment Specification Example

A5 IRSA Industry Code of Practice (DRAFT ONLY)

Appendix A1 – IRSA Members (August 2010)

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Dejay Medical
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www.dejay.com.au

Disability Hire Vehicles
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www.disabilityhire.com.au

Durable Medical Equipment
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SEVEN HILLS NSW 2147
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Dynamic Wheelchair Solutions
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CLAYTON VIC 3168
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Ph 1800 06-0919
Fax 1300 73-4998
www.gmsrehab.com.au

GTK Rehab
Unit 11 - 14 Boden Road
SEVEN HILLS NSW 2147
Ph (02) 9620-9177
Fax (02) 9620-9081
www.gtkrehab.com.au

Healthcare Innovations Australia
Unit 3 – 10 Carsten Road
GEPPS CROSS SA 5094
Ph (08) 8260-3789
Fax (08) 8125-5990
www.healthcareinnovations.com.au

Hills Healthcare
100 Mulgul Road
MALAGA WA 6090
Ph (08) 9248-4444
Fax (08) 9248-4190
www.hillshealthcare.com.au

Home Safety and Comfort
2/187 Lake Road
PORT MACQUARIE NSW 2444
Ph (02) 6581-2400
Fax (02) 6581-2422

Hospital at Home (Eniax Pty Ltd)
2/30 Heathcote Road
MOOREBANK NSW 2170
Ph (02) 9601-6909
Fax (02) 9601-7870
www.hospitalathome.com.au

Independent Living Solutions
8 Keane Street
CURRAJONG QLD 4812
Ph (07) 4728-1200
Fax (07) 4728-1201
www.living-solutions.com.au

Invacare Australia
1 Lenton Place
NORTH ROCKS NSW 2151
Ph (02) 8839-5333
Fax (02) 8839-5353
www.invacare.com.au

Keep Moving
15 Swan Crescent
WINNELLIE NT 0820
Ph (08) 8947-5122
Fax (08) 8947-2531
www.keepmoving.net.au

Magic Mobility
Unit 2 - 16 Viewtech Place
ROWVILLE VIC 3178
Ph (03) 9755-8100
Fax (03) 9755-8111
www.magicmobility.com.au

Maroondah Home Healthcare
32-34 Railway Avenue
RINGWOOD VIC 3178
Ph (03) 9879-8885
Fax (03) 9879-3133
www.homehealth.com.au

Medi-Repair Services
129 Holbrook Street
INVERMAY TAS 7248
Ph (03) 6334-8844
Fax (03) 6334-8855
www.medirepairservices.com.au

Medistore
Unit 11 – 12 Mars Road
LANE COVE NSW 2066
Ph 1300 88-2194
Fax 1300 88-2197
www.medistore.com.au

Megalong Positioning Service
2 Grose Street
LEURA NSW 2780
Ph (02) 4784-3971
Fax (02) 4784-3230
www.megalongpositioning.com.au

Met-A-Lite Manufacturing Company
17-19 Mitchell Road
BROOKVALE NSW 2100
Ph (02) 9905-3947
Fax (02) 9905-2213
www.metalite.com.au

Mobility Aids Australia
Unit 1 – 820 Princes Highway
SPRINGVALE VIC 3171
Ph (03) 9546-7700
Fax (03) 9546-7744
www.mobilityaids.com.au

Mobility Matters
35 Townsville Street
FYSHWICK ACT 2609
Ph (02) 6280-7244
Fax (02) 6239-1281
www.mobilitymatters.com.au

Northcott Equipment Solutions
1 Fennell Street
NORTH PARRAMATTA NSW 2151
Ph (02) 9890-0186
Fax (02) 9898-0924
www.northcottes.com.au

Northern Rivers Surgical
18 Endeavour Close
BALLINA NSW 2478
Ph (02) 6686-6644
Fax (02) 6686-9383
www.intermobility.com.au

Novis Healthcare
Unit 11 – 12 Mars Road
LANE COVE NSW 2066
Ph 1800 73-8885
Fax 1300 73-8886
www.novis.com.au

Omni Healthcare
304 Creswick Road
BALLARAT VIC 3350
Ph (03) 5333-4006
Fax (03) 5333-3825
www.omnihealthcare.com.au

Otto Bock Australia
62 Norwest Boulevarde
BAULKHAM HILLS NSW 2153
Ph (02) 8818-2800
Fax (02) 8814-4500
www.ottobock.com.au

ParaQuad NSW (BrightSky)
6 Holker Street
NEWINGTON NSW 2127
Ph (02) 8741-5685
Fax (02) 9735-0016
www.brightsky.com.au

Peak Care Equipment
Unit 2 – 21 Denison Street
WOLLONGONG NSW 2500
Ph (02) 4227-4315
Fax (02) 4227-4316
www.peakcareequipment.com.au

Permobil Australia
Unit 3 – 39 Stanley Road
INGLEBURN NSW 2565
Ph (02) 9618-2755
Fax (02) 9605-7267
www.permobil.com.au

Pride Mobility Products
21 Healy Road
DANDENONG VIC 3175
Ph (03) 9706-4611
Fax (03) 9706-4622
www.pridemobility.com.au

Problem Management Engineering
6 Kookaburra Road
HORNSBY HEIGHTS NSW 2077
Ph (02) 9482-2808
Fax (02) 9476-6046
www.pmeautoconversions.com.au

Scooters & Mobility Group
18 Outlets Nationally
Ph 1800 72-6000
www.scootersandmobility.com.au

Scooters Australia
14 Outlets Nationally
Ph 1300 62-2633
www.scootersaus.com.au

Seating Dynamics
Unit 3 - 19 Boden Road
SEVEN HILLS NSW 2147
Ph (02) 9620-7839
Fax (02) 9012-0087
www.seatingdynamics.com.au

Specialised Wheelchair Company
Unit 5 - 26 Wattle Road
BROOKVALE NSW 2100
Ph (02) 9905-5333
Fax (02) 9905-2208
www.swco.com.au

Sunrise Medical
Unit 7 - 15 Carrington Street
CASTLE HILL NSW 2154
Ph (02) 9899-3144
Fax (02) 9899-3244
www.sunrisemedical.com.au

Victorian Home Health Equipment
51 Lusher Road
CROYDON VIC 3136
Ph (03) 9725-6577
Fax (03) 9725-8067
www.vhhe.com.au

Walk on Wheels NSW
Unit 7 – 301 Hillsborough Road
WARNERS BAY NSW 2282
Ph (02) 4954-8555
Fax (02) 4954-5017
www.wownsw.com.au

Watercomfort Company
42 Alexander Road
TAREN POINT NSW 2229
Ph (02) 9531-1699
Fax (02) 9531-1799
www.watercomfort.com.au

Appendix A2 – US Study on the Complex Rehab Industry

Refer following pages

Complex Rehab Industry

A study of the business & financial performance of the industry in 2007

Gautam Garg
Master's in Finance
Simon Business School
University of Rochester
gautam.garg@simon.rochester.edu

INDEX

A NOTE OF THANKS

I am extremely thankful to the various organizations that commissioned me to undertake this study on behalf of the industry comprising of complex rehab equipment suppliers. Being a part of this extensive study has been an extremely knowledgeable and enlightening experience for me; and I truly appreciate the opportunity given to me in relation to the same.

I would like to express my gratitude to all the complex rehab equipment suppliers who participated in this study. Thank you very much for trusting me with your confidential business & financial information. I hope that I have done justice to your efforts in sharing the information with me; and I truly hope that the information obtained from this study would prove to be beneficial & useful for you as well in the longer run.

Yours Sincerely,

Gautam Garg

EXECUTIVE SUMMARY

The ensuing pages of this report contain an analysis of the business & operating performance of the industry comprising of complex rehab equipment suppliers (referred to as the "complex rehab industry"). The analysis is based on the quantitative analysis of the financial information which was shared by these suppliers in response to an email survey questionnaire. The survey was made available to the industry in the month of May 2008; and responses were obtained throughout the months of May & June in the same year. The ***response rate*** for the survey was ***20%;*** which is considered fairly high[1] if we take into the account the settings of the survey. The survey responses were clearly indicative of the highly diverse nature of the complex rehab industry. The companies that participated in the survey were from all across the United States; representing the states of New York, New Jersey, Wyoming, Ohio, North Carolina, Connecticut, Virginia, Idaho, California, Minnesota, Michigan, Florida & Texas to name a few. Furthermore, the participants were companies with annual revenue varying from a compact $250,000 to an expanding $21,000,000. To enable the understanding of the business of the complex rehab industry in a more concrete, analytical & justifiable manner; the companies belonging to the industry have been divided into three (3) major groups:

(1) Small Companies: Annual revenue - less than $5 Million ***(representing 53% of the industry)***

(2) Medium Companies: Annual revenue - $5 Million to $10 Million ***(representing 42% of the industry)***

(3) Large Companies: Annual revenue - more than $10 Million ***(representing 5% of the industry)***

[1] The survey was circulated through email; in contrast to the more conventional means like paper surveys, website surveys & in-person surveys. Further, the survey involved the sharing of confidential & privileged financial information for private corporations. A response rate of 20% in these settings is considered fairly high as per recent research & studies (see web articles below).

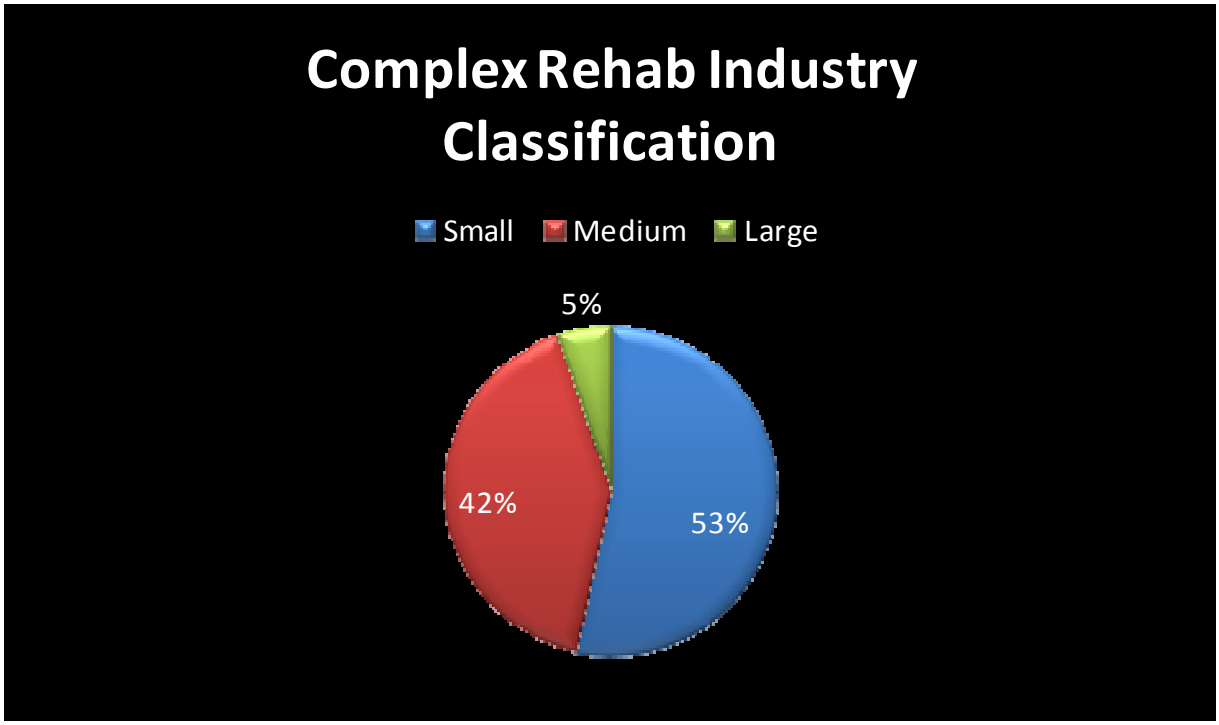
http://www.supersurvey.com/papers/supersurvey_white_paper_response_rates.pdf

http://poq.oxfordjournals.org/cgi/content/full/68/1/94

CLASSIFICATION OF THE COMPLEX REHAB INDUSTRY

In agreement with the survey responses, the entire industry comprising of complex rehab equipment suppliers can be classified into three (3) broad categories as discussed above.

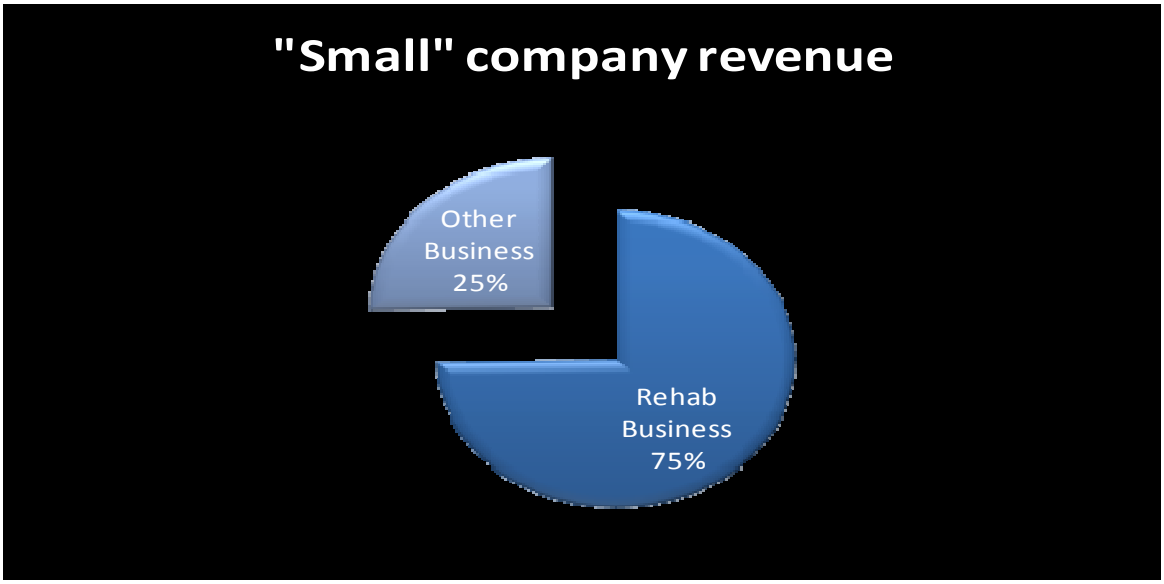
The percentages of companies belonging to each of these categories are as below:



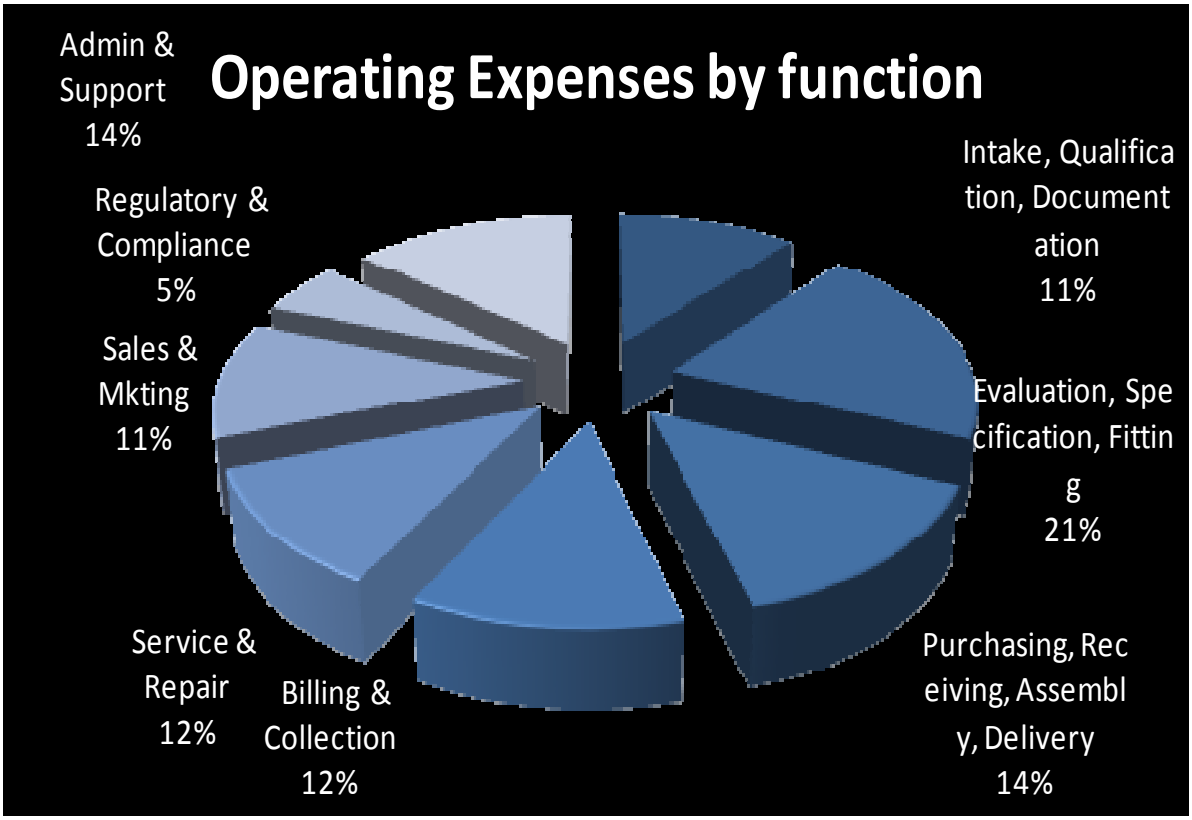
As observed, the majority (53%) of the companies in the complex rehab industry are 'Small' companies with annual revenue of less than $5 Million. 'Medium' companies with annual revenue of $5 Million to $10 Million also represent a significant (42%) of the complex rehab industry. 'Large' companies with annual revenue in excess of $10 Million represent the smallest (5%) of the complex rehab industry.

ANALYSIS OF THE "SMALL" SECTOR

- *Companies with annual revenue of less than $5 Million.*
- *The sector represents 53% of the complex rehab industry; hence the maximum number of companies in the complex rehab industry belong to this revenue range.*
- *For the year 2007; a significant percentage of the companies suffered losses (or made negligible profit) as evident from the pretax profit expressed as a percentage of revenue. An average of 33% of the companies into losses or making negligible profits.*
- *On an average, a typical "small" company earns 75.42% of its revenue from the rehab business.*



- ***The following represents the average breakup of the operating expense by function based on 2007 financials for the companies belonging to this sector:***

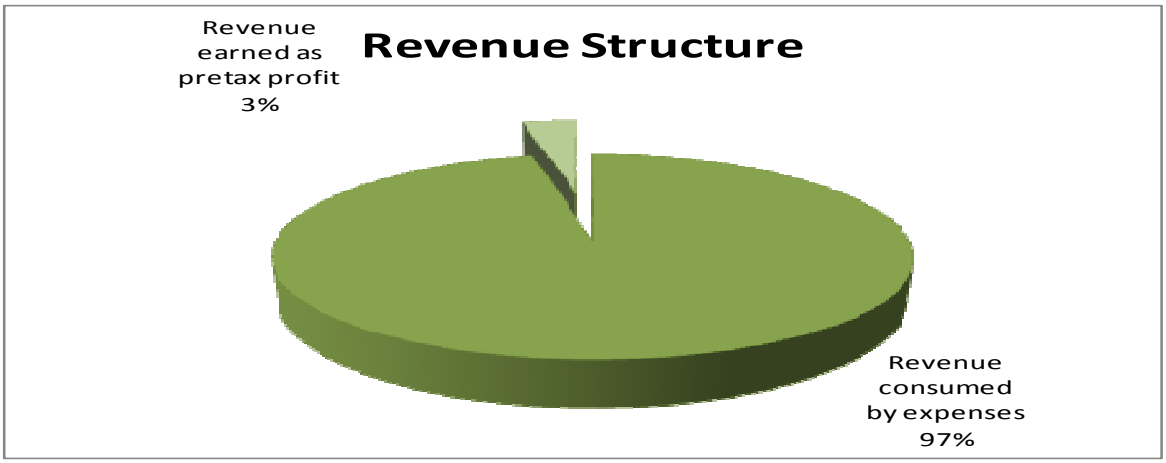


- ***The common size analysis[2] of the average income statement (I/S) for 2007 is as follows:***

Common Size Analysis of I/S (average % of revenue)	
Revenue	100.00%
Cost of Sales	50.16%
Gross Profit	49.84%
Operating Expenses	46.13%
Operating Profit (Loss)	3.71%
Interest Expense	0.24%
Other Income (Expense)	0.12%
Pretax Profit (Loss)	3.44%

[2] Common Size Analysis of a financial statement refers to representing each & every item of the financial statement as a percentage (%) of total sales or total revenue. Expressing expenses & income as a % of sales/revenue gives a better understanding of the financial performance of a company.

The following shows the average pretax profit that is earned by a typical "small" company from its total revenue:

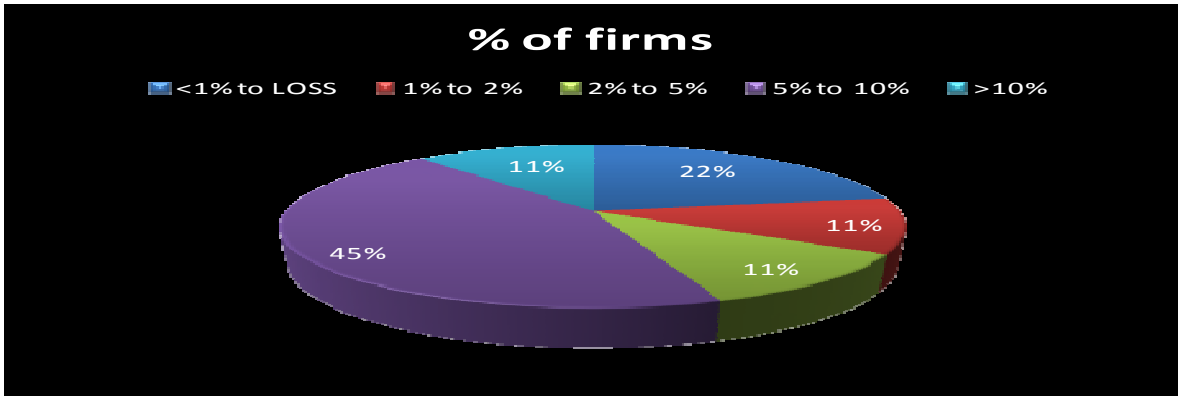


A significant portion of this 3% pretax profit made from the revenue is further consumed by income tax & other expenses.

The following chart represents the percentage of firms having a particular range for the pretax profit expressed as a % of total revenue:

FY2007

Pretax Profit as a % of revenue	*% of firms*
<1% to ***LOSS***	22%
1% to 2%	11%
2% to 5%	11%
5% to 10%	44%
>10%	11%



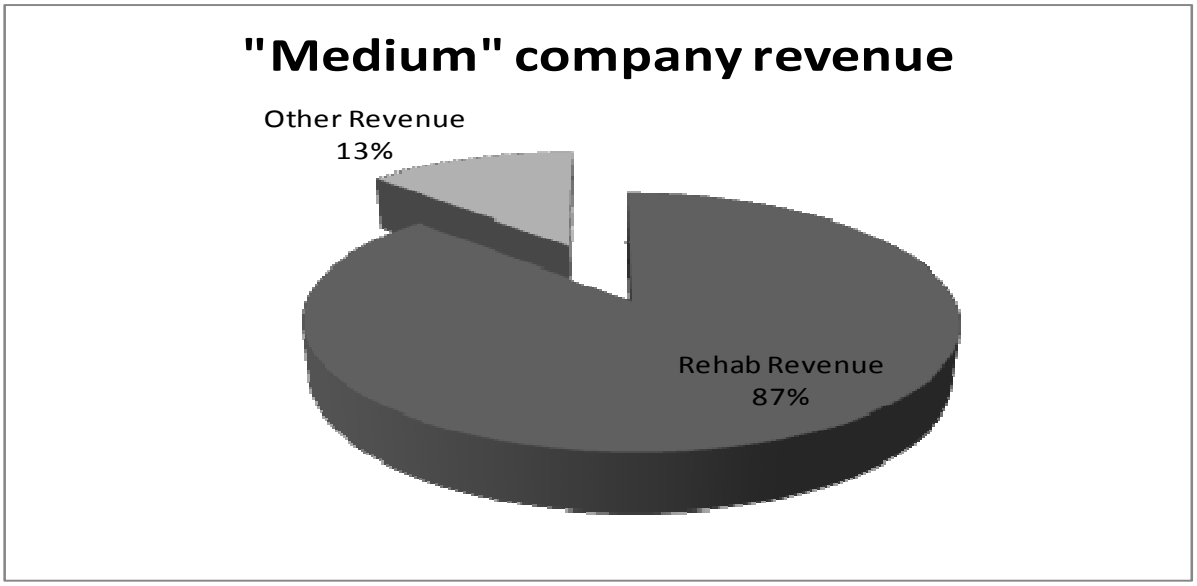
Almost 33% of the firms suffering losses or making negligible profits in the recent financial year.

The table below summarizes the financial results obtained for the "small" sector from the survey (the same results are depicted in the analysis discussed above):

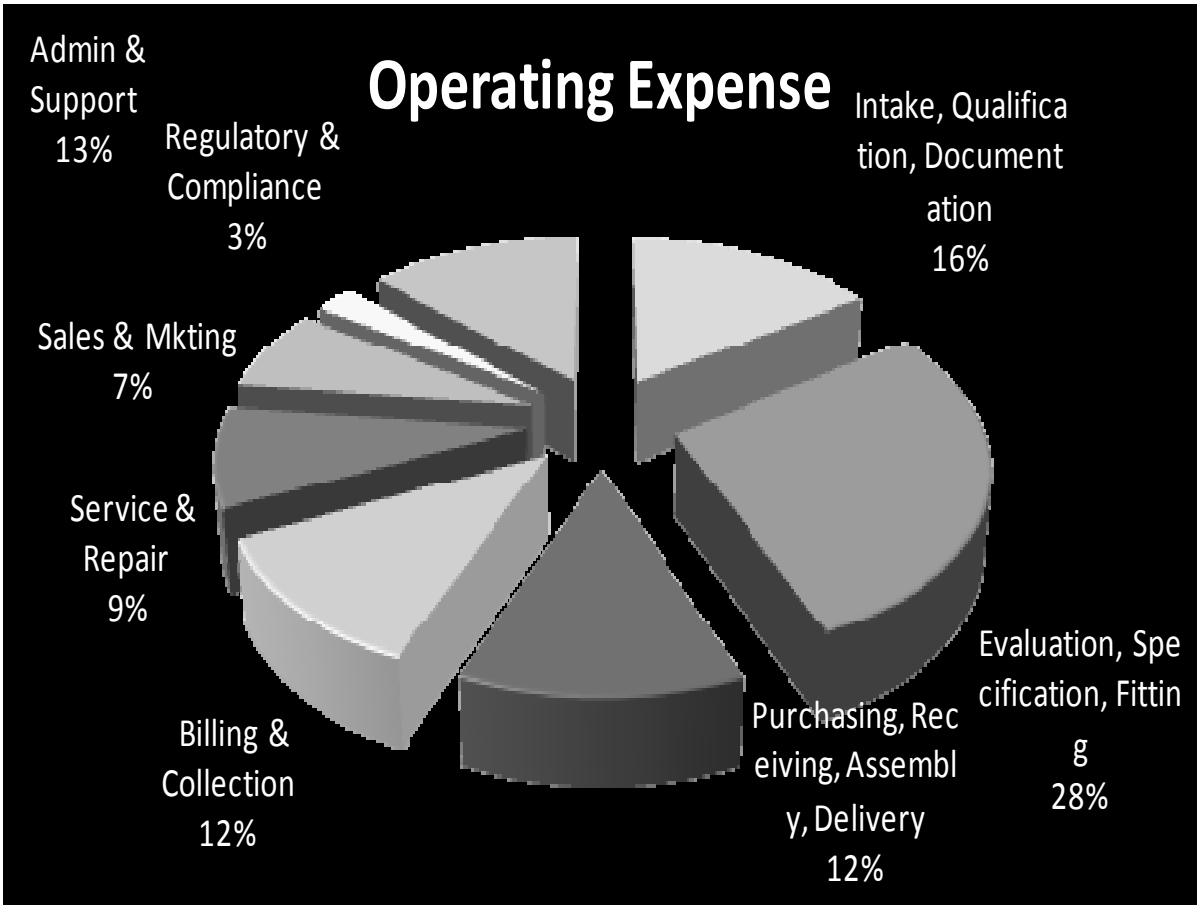
Percentage of companies in this category		53.33%
Percentage of business revenue from rehab		75.42%
Operating Expenses By Function:		
Intake, Qualification, Documentation		11.25%
Evaluation, Specification, Fitting		20.43%
Purchasing, Receiving, Assembly, Delivery		14.20%
Billing & Collection		11.95%
Service & Repair		11.53%
Sales & Mkting		11.40%
Regulatory & Compliance		5.19%
Admin & Support		14.05%
FY2007		
Average Revenue	$	2,185,631.68
Average Pretax Profit (Loss)	$	67,930.79
Average Common Size Profit (Loss) as a % of revenue		3.44%
Pretax Profit as a % of revenue	***% of firms***	
<1% to ***LOSS***	22%	
1% to 2%	11%	
2% to 5%	11%	
5% to 10%	44%	
>10%	11%	
Common Size Analysis of I/S (average % of revenue)		
Revenue		100.00%
Cost of Sales		50.16%
Gross Profit		49.84%
Operating Expenses		46.13%
Operating Profit (Loss)		3.71%
Interest Expense		0.24%
Other Income (Expense)		0.12%
Pretax Profit (Loss)		3.44%

ANALYSIS OF THE "MEDIUM" SECTOR

- *Companies with annual revenue of $5 Million to $10 Million.*
- *The second most populated sector in the complex rehab industry; 41.67% of the companies in the industry having annual revenue in this range.*
- *An average pretax profit expressed as a percentage of revenue at around 7%. Considerably higher pretax profit than the "small" sector; but in the "medium" sector almost 44% of the firms suffered losses or made negligible profits in 2007 (a percentage even higher than the "small" sector).*
- *On an average, a typical "medium" company earns a very high 87.29% of its revenue from the rehab business annually.*



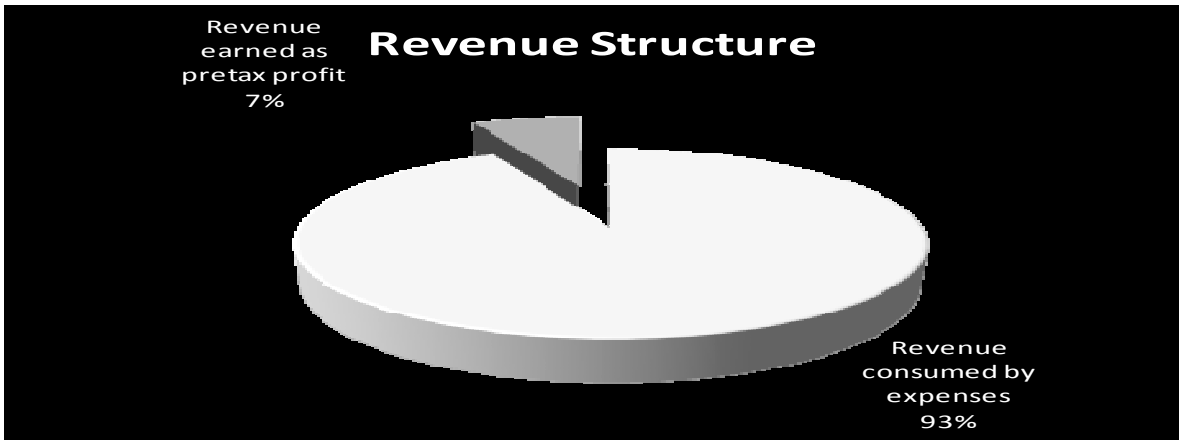
- ***The following represents the average breakup of the operating expense by function based on 2007 financials for the companies belonging to this sector:***



- ***The common size analysis of the average income statement (I/S) for 2007 is as follows:***

Common Size Analysis of I/S (average % of revenue)	
Revenue	100.00%
Cost of Sales	46.46%
Gross Profit	53.54%
Operating Expenses	45.35%
Operating Profit (Loss)	8.17%
Interest Expense	1.26%
Other Income (Expense)	0.13%
Pretax Profit (Loss)	6.87%

The following shows the average pretax profit that is earned by a typical "medium" company from its total revenue:

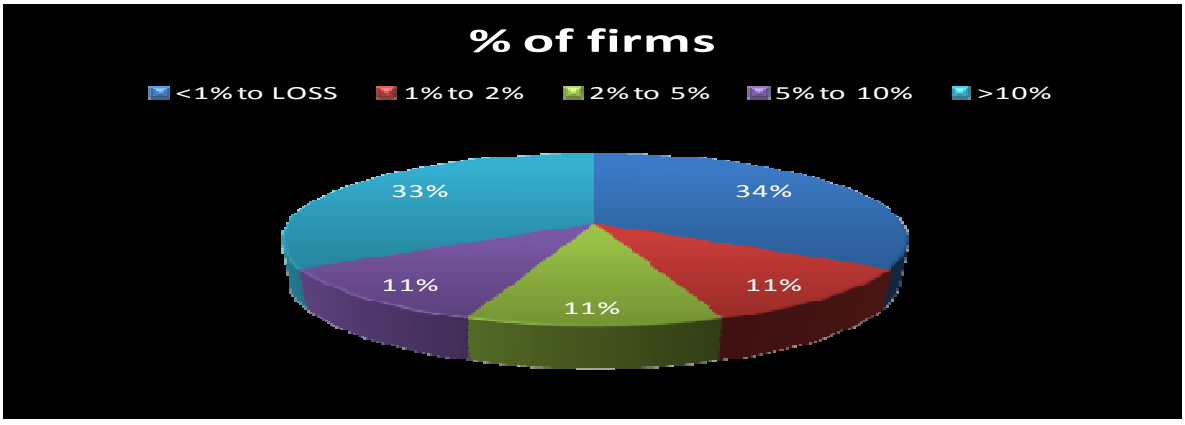


A significant portion of this 7% pretax profit made from the revenue is further consumed by income tax & other expenses.

The following chart represents the percentage of firms having a particular range for the pretax profit expressed as a % of total revenue:

FY2007

Pretax Profit as a % of revenue	*% of firms*
<1% to ***LOSS***	33%
1% to 2%	11%
2% to 5%	11%
5% to 10%	11%
>10%	33%



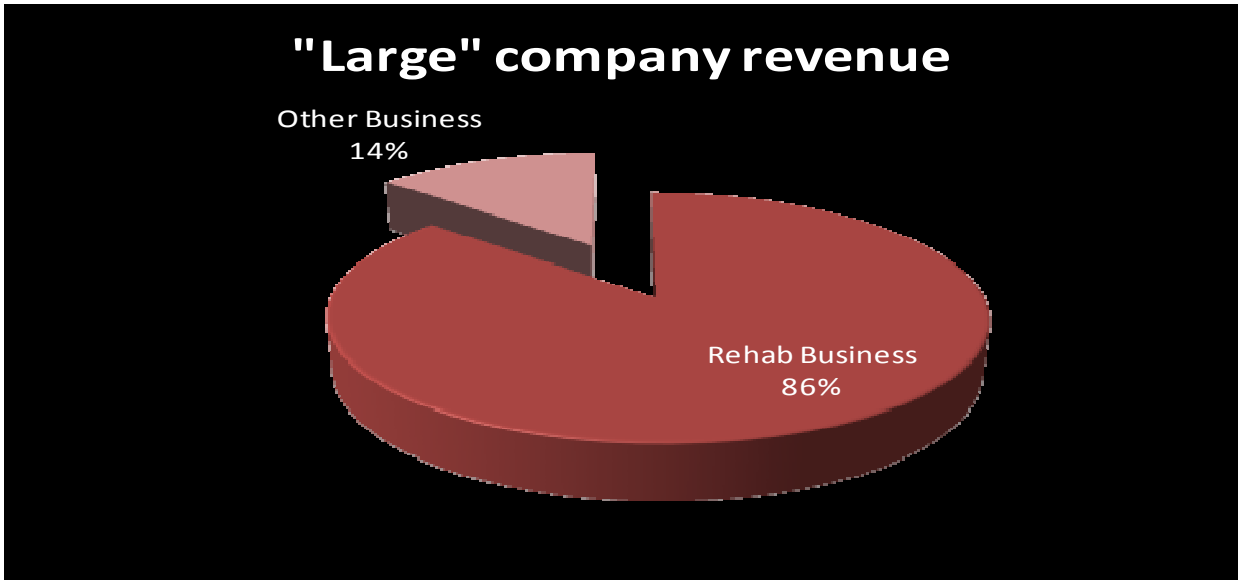
Almost 44% of the firms suffering losses or making negligible profits in the recent financial year.

The table below summarizes the financial results obtained for the "medium" sector from the survey (the same results are depicted in the analysis discussed above):

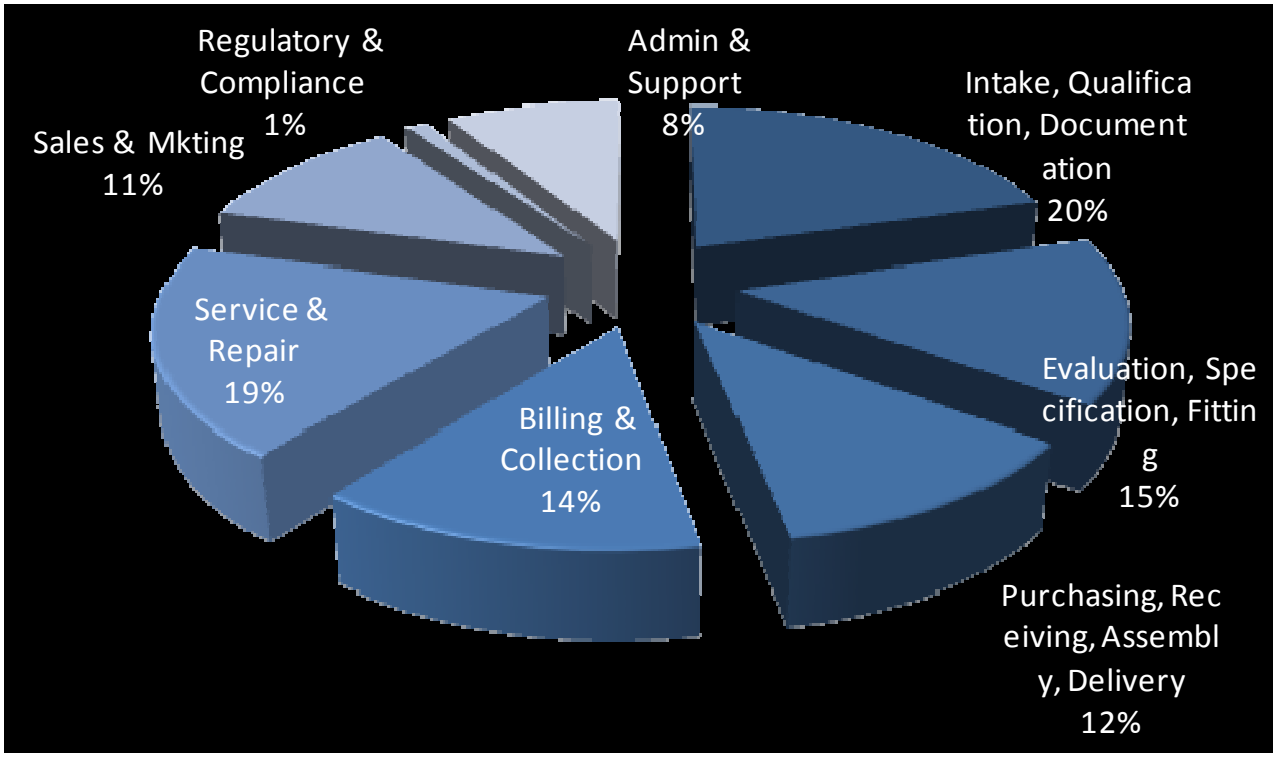
Percentage of companies in this category		41.67%
Percentage of business revenue from rehab		87.29%
Operating Expenses By Function:		
Intake, Qualification, Documentation		15.60%
Evaluation, Specification, Fitting		28.23%
Purchasing, Receiving, Assembly, Delivery		12.46%
Billing & Collection		11.77%
Service & Repair		8.84%
Sales & Mkting		7.47%
Regulatory & Compliance		2.49%
Admin & Support		13.14%
FY2007		
Average Revenue	$	7,313,125.78
Average Pretax Profit (Loss)	$	434,898.01
Average Common Size Profit (Loss) as a % of revenue		6.87%
Pretax Profit as a % of revenue	***% of firms***	
<1% to ***LOSS***	33%	
1% to 2%	11%	
2% to 5%	11%	
5% to 10%	11%	
>10%	33%	
Common Size Analysis of I/S (average % of revenue)		
Revenue		100.00%
Cost of Sales		46.46%
Gross Profit		53.54%
Operating Expenses		45.35%
Operating Profit (Loss)		8.17%
Interest Expense		1.26%
Other Income (Expense)		0.13%
Pretax Profit (Loss)		6.87%

ANALYSIS OF THE "LARGE" SECTOR

- *Companies with annual revenue in excess of $10 Million.*
- *The least populated sector with just 5% of the complex rehab equipment suppliers having revenue in excess of $10 Million.*
- *A considerably weak performance amongst "large" companies as well; with 33% of the companies nearing losses with extremely low profits last year. Further, an average pretax profit of 4%-5% expressed as a percentage of revenue – which is significantly low for a $10 Million enterprise.*
- *A typical large company having 86.50% of its revenue coming from the rehab business.*



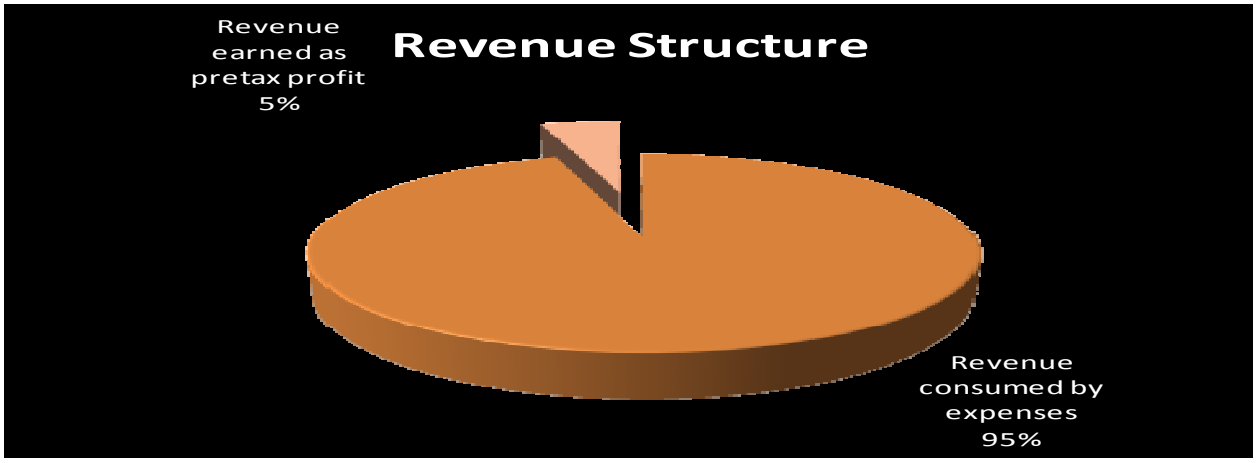
- ***The following represents the average breakup of the operating expense by function based on 2007 financials for the companies belonging to this sector:***



- ***The common size analysis of the average income statement (I/S) for 2007 is as follows:***

Common Size Analysis of I/S (average % of revenue)	
Revenue	100.00%
Cost of Sales	47.79%
Gross Profit	52.21%
Operating Expenses	46.63%
Operating Profit (Loss)	5.58%
Interest Expense	0.50%
Other Income (Expense)	-0.08%
Pretax Profit (Loss)	4.83%

The following shows the average pretax profit that is earned by a typical "large" company from its total revenue:

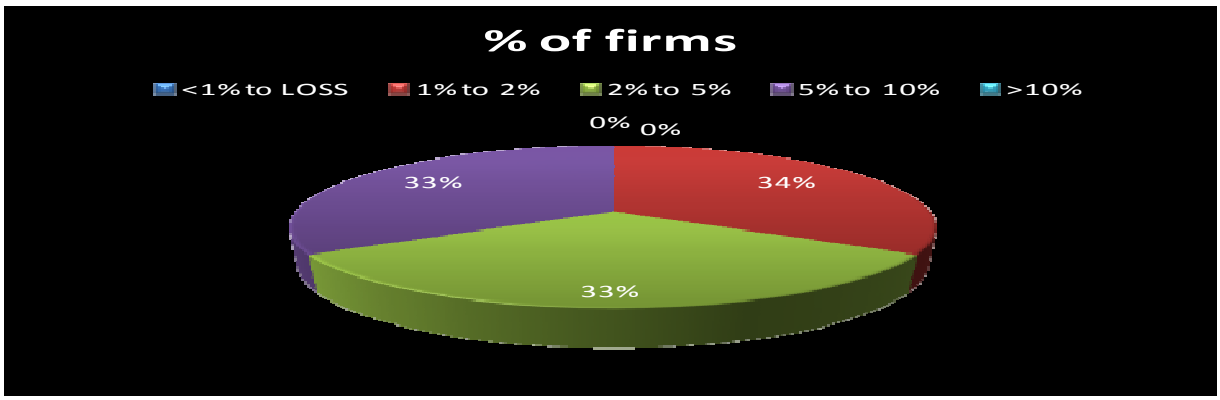


A significant portion of this 5% pretax profit made from the revenue is further consumed by income tax & other expenses.

The following chart represents the percentage of firms having a particular range for the pretax profit expressed as a % of total revenue:

FY2007

Pretax Profit as a % of revenue	*% of firms*
<1% to ***LOSS***	0%
1% to 2%	33%
2% to 5%	33%
5% to 10%	33%
>10%	0%



Almost 34% of the firms making negligible profits in the recent financial year.

The table below summarizes the financial results obtained for the "large" sector from the survey (the same results are depicted in the analysis discussed above):

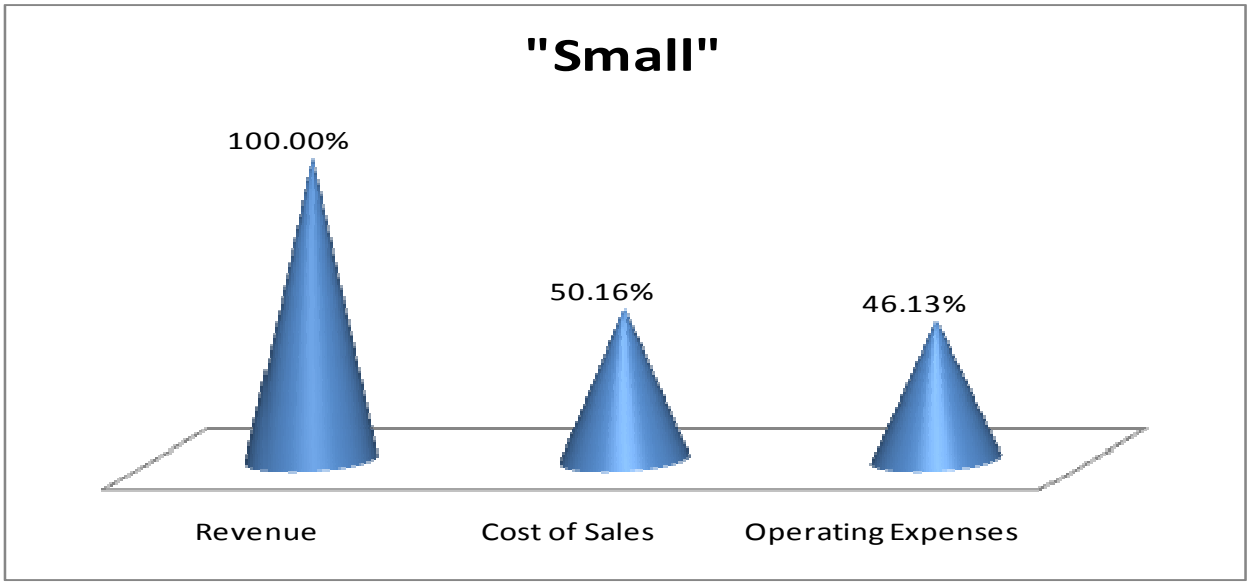
Percentage of companies in this category		5.00%
Percentage of business revenue from rehab		86.50%
Operating Expenses By Function:		
Intake, Qualification, Documentation		20.24%
Evaluation, Specification, Fitting		14.95%
Purchasing, Receiving, Assembly, Delivery		11.85%
Billing & Collection		13.64%
Service & Repair		18.85%
Sales & Mkting		10.89%
Regulatory & Compliance		1.00%
Admin & Support		8.63%
FY2007		
Average Revenue	$	20,668,909.50
Average Pretax Profit (Loss)	$	977,421.00
Average Common Size Profit (Loss) as a % of revenue		4.83%
Pretax Profit as a % of revenue	***% of firms***	
<1% to ***LOSS***		0%
1% to 2%		33%
2% to 5%		33%
5% to 10%		33%
>10%		0%
Common Size Analysis of I/S (average % of revenue)		
Revenue		100.00%
Cost of Sales		47.79%
Gross Profit		52.21%
Operating Expenses		46.63%
Operating Profit (Loss)		5.58%
Interest Expense		0.50%
Other Income (Expense)		-0.08%
Pretax Profit (Loss)		4.83%

SOME VALUABLE CONCLUSIONS

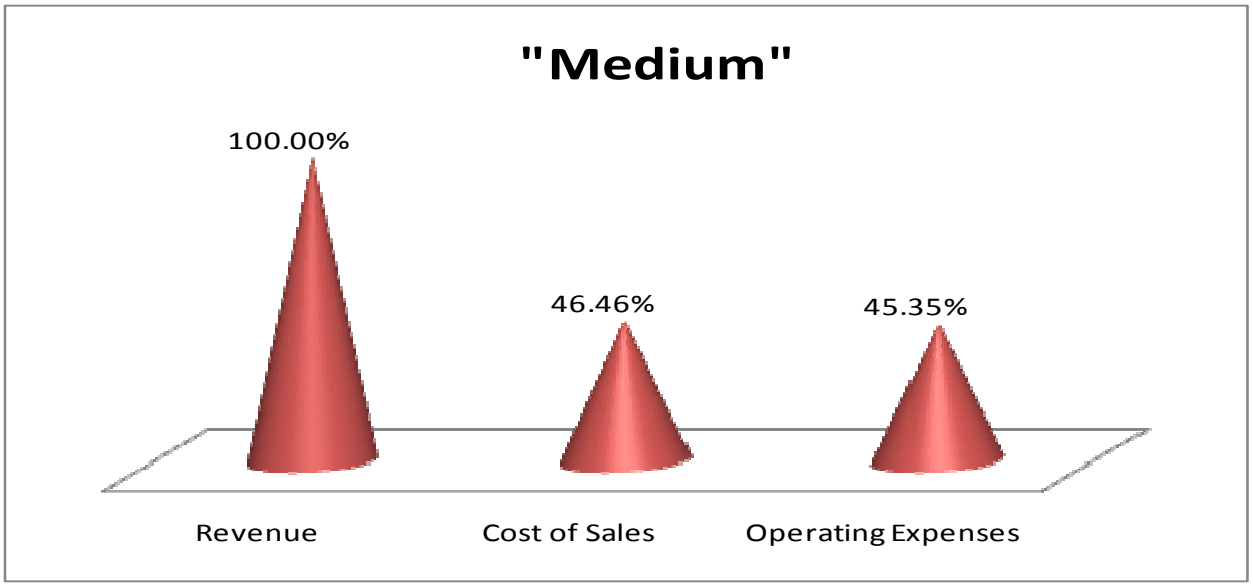
A HIGH EXPENSE INDUSTRY!

The above analysis clearly shows the high amount of expenses & costs associated with the complex rehab industry. Observing the common size income statement values derived from the average of the financials for 2007 for the various companies; we can clearly see that *cost of sales & operating expenses are a significantly high percentage of the total revenue for each sector.*

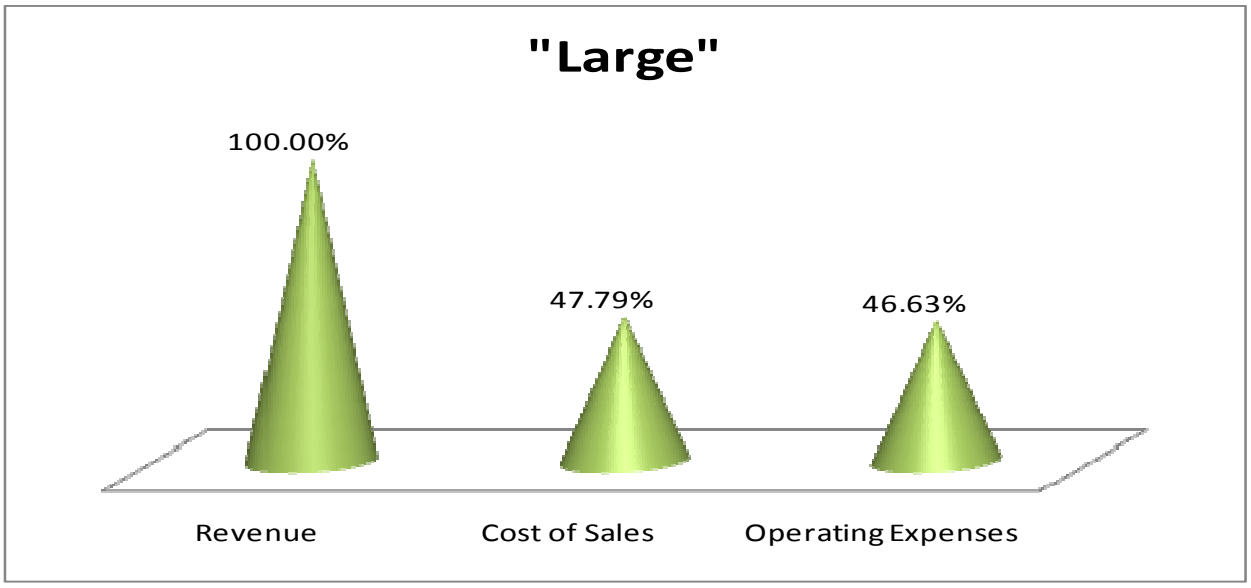
For the "small" sector:



For the "medium" sector:



For the "large" sector:



Comment:

It is clearly observed that all the sectors have almost their **entire "annual revenue" being consumed in paying for the "cost of sales" & "operating expenses".** This leaves an almost **"negligibly small revenue" left as the "net income"** for a company once the income taxes, interest expenses & other expenses are taken into account. Hence, the reason for the **low profitability of the complex rehab industry** is clearly explained here.

This expense/revenue model is synonymous to the **"airline industry"** where the profitability is kept extremely low on account of the high costs & expenses involved in operating an airline company (fleets, pilots, stewards, staff, logistics & **fuel**).

However, there is no such erratic expense (like fuel) involved in operating a typical complex rehab company. There is a **clear need for measures** that help to balance the expense/revenue equation in case of the complex rehab industry to improve the profitability of the companies belonging to the industry. Under such a low profitability it is extremely hard to forecast the future financial performance of the industry; because the **threat of more & more firms exiting the industry becomes stronger as profitability goes lower.**

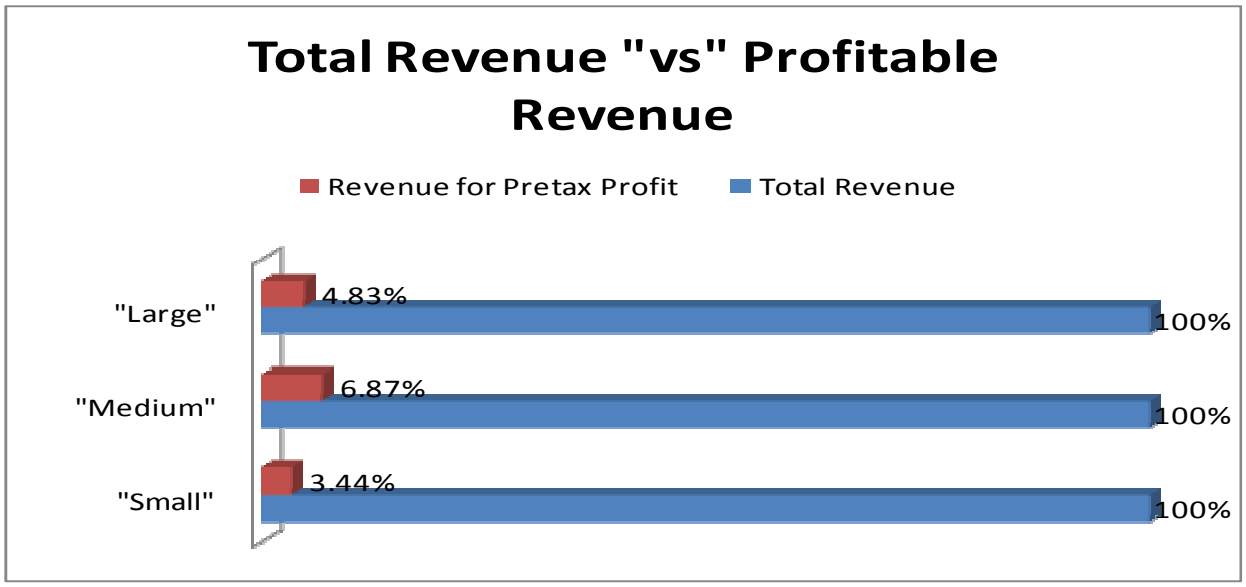
COMPLEX REHAB INDUSTRY:

NEXT TO NEGLIGIBLE PRETAX PROFITS

WHAT IS DRIVING IT THEN?

Observing the pretax profits expressed as a percentage of revenue (common size profits) for all the three sectors:

	Total Revenue	Revenue for Pretax Profit
"Small"	100%	3.44%
"Medium"	100%	6.87%
"Large"	100%	4.83%



We can clearly observe that all the sectors in the complex rehab industry are experiencing extremely low pretax profits. The net profit (net income) can be considered next to negligible once the effects of income taxes & other tax/interest related expenses are taken into consideration in computing them from the pretax figures shown in our analysis/survey. These results are shocking since it is hard to imagine what drives these companies under such low levels of profitability?

Further, even from a macroeconomic standpoint – this is not a healthy environment since most of the small to large companies in this industry are sources of employment, services & revenue to the nation. Also, this is a cause driven industry which serves the needs of thousands of disabled people in the need of rehabilitation. An industry like this being struck by a financial crisis could further have detrimental microeconomic & macroeconomic effects as a whole.

Appendix A3 – Article

The Journey to Matt's Mobility

1. Matt's initial evaluation at the rehab hospital took place on September 2, 2003. The evaluation consisted of measurements, evaluation of his medical condition and assessment of seating and mobility options based on his home environment and physical needs. In addition, pressure mapping also was completed to evaluate the location of increased pressure areas and the amount of pressure on his current bed sore. This evaluation took over two hours of non-billable time by the CRTS. It was determined that Matt needed a power wheelchair with a power tilt and recline system with custom seating.
2. While waiting for prior authorization from his primary private insurance and Medicaid, his family had to purchase a reclining back wheelchair, out-of-pocket, to enable Matt to go home. Another evaluation was completed- another hour of non-billable time by the CRTS. This manual wheelchair and wheelchair cushion had to be rushed as his discharge date was set and could not be changed unless he had a complication. This manual wheelchair meant that Matt would be able to go home but he would not have any independence while he waited for his power wheelchair.
3. After he got home, it was determined that the recliner wheelchair his family paid for was not meeting his needs, and causing further friction and shearing on his skin. This friction and shearing causes bed sores. The CRTS bought a loaner (non-billable) tilt-in-space wheelchair to enable Matt to have position changes but not cause further damage to his skin from friction and shearing. This temporary chair had to be specifically configured for Matt's needs: trough arms for positioning; headrest for head support; chest belt for upper trunk control; and a contoured back to support his trunk for optimum breathing, comfort, and digestion. The loaner wheelchair configured for Matt was provided at no charge since insurance only pays for one wheelchair. All the evaluation and assembly time is non-billable. Approximately ten hours was spent to get Matt's loaner wheelchair configured and delivered to his home.
4. After he was in his loaner wheelchair the CRTS then needed to return to the home to re-adjust the headrest. This was non-billable time.
5. On December 18, 2003, Matt's power wheelchair was ready for delivery to his home. The delivery with training and adjustments took over two hours of non-billable time. Assembly of the power wheelchair to Matt's specifications took over six hours.
6. A few days later the CRTS received a call that Matt was unable to tolerate the wheelchair back and lateral support on his new power wheelchair. The rehab technician went to the home with the loaner wheelchair as a back up. Suggestions on altering the back of the power wheelchair did not work and Matt's family contacted the CRTS that evening for further evaluation.
7. On December 24, 2003, the CRTS went to the home for additional evaluation of the seating and Matt's position. It was determined that Matt would need the back he used while in rehab – a more contoured back to support his trunk and allow him to sit with greater comfort. Measurements were completed. Matt returned to the loaner wheelchair since his power wheelchair needed to return to the production shop for modifications to accommodate the new back. There was more than eight hours of non-billable time spent for re-evaluation, production/ modification and re-delivery.

*"Approximately 10 hours of non-billable time was spent to get Matt's **loaner** wheelchair configured and delivered to his home."*

Non-Billable Time Overview

Initial Evaluation by CRTS = **2 hrs**

Evaluation for loaner wheelchair to get Matt home = **1 hr**

Configuration of loaner tilt-in-space chair and delivery = **10 hrs**

Re-Adjust headrest = **1 hr**

Delivery and adjustment of Matt's powerchair = **2 hrs**

Assembly of Matt's powerchair to his specifications = **6 hrs**

Follow up due to Matt's inability to tolerate back and supports = **1.5 hrs**

Re-evaluation, modification and re-delivery of powerchair = **8 hrs**

Funding, purchasing, payables and receiving admin time = **7 hrs**

Total Non-Billable Time = 38.5 hrs

Appendix A4 – Complex Equipment Specification

Refer following pages

Invacare® Formula™ CG Tilt/Recline for Storm Series® Bases

Distributor Wholesale Price List and Order Form Effective October 9, 2006 - Revised April 9, 2007

For ease of ordering, contact Customer Service

Phone 02-8839-5333, Fax: 02-8839-5311 www.invacare.com.a

Prices in AUD Ex freight (Note: All accessory prices apply to whole chair purchases. Please use spare parts prices for separate accessory orders)

Yes, you can.®

Company Name _____ Account # _____

Phone # _____ P.O.# _____ Date _____

Ship To Name & Address _____

Special Note

Prices are approximate retail prices. Subject to dealer delivery charges, other local charges and change without notice.
For exact prices please contact your Invacare Distributor. Phone Invacare on 1800 460 460 for your Invacare Distributor's contact details.

Base

CHAIR TYPE/POWERED SEATING BASE

- ☐ 3GAR-CG Arrow for Formula$_{CG}$ with MK6i™ (K0884) 6,993.00
- ☐ 3GRX-CG Ranger X for Formula$_{CG}$ with MK6i (K0862) 5,285.00
- ☐ 3GTQ-CG Torque SP for Formula$_{CG}$ with MK6i (K0884).....4,830.00

TRANSPORT TIE DOWN

[1] ☐ TRBKTS Wheelchair Transport Brackets 175.00

***Transport Tie-Down**

TRBKTS includes four factory-installed wheelchair transport brackets. TRBKTS has not been crash-tested in accordance with WC19. Use these transport brackets only to secure an unoccupied wheelchair during transport.

As of this date, the Department of Transportation has not approved any tie-down systems for transportation of a user while in a wheelchair, in a moving vehicle of any type. It is Invacare's position that users of wheelchairs should be transferred into appropriate seating in vehicles for transportation and use be made of the restraints made available by the auto industry. Invacare cannot and does not recommend any wheelchair transportation systems.

*Transport Tie-Down option is not retrofittable to existing models and is not field serviceable.

USER WEIGHT LIMITS

ARROW

[2] ☐ U300 User Weight <300 lbs. .....No Charge
[3] ☐ U400 User Weight <400 lbs. .....No Charge

RANGER X

[3] ☐ U400 User Weight <400 lbs. .....No Charge

TORQUE SP

[2] ☐ U300 User Weight <300 lbs. .....No Charge

TRUETRACK UPGRADE

[4] ☐ TRUTK True Track Upgrade.....2,390.00

[5] VENT TRAYS

☐ VENT Articulating Vent Tray (E1030) 1,225.00

FRAME TYPE

[6] ☐ SFS Short Base .....No Charge
☐ LFS Long Base.....No Charge

CASTER OPTIONS

☐ 1259 6" X 2" Semi Pneumatic Casters .....No Charge
☐ 1228-3 8" X 2.25" Semi Pneumatic Casters Lt. Grey..**Standard**
☐ 1251-3 8" X 2" Pneumatic Casters .....No Charge
[7] ☐ 1220-3 9" X 2.75" Pneumatic Casters.....No Charge
[7] ☐ 1465-3 9" X 2.75" Foam Filled Casters.....No Charge

CASTER SUSPENSION

[8] ☐ 9213-6 Shock Fork for 6" Casters (E1016).....112.00
☐ 9213-8 Shock Fork for 8" Casters (E1016).....112.00

WHEEL OPTIONS

☐ 1430-3 14" X 3" Pneumatic Tires.....**Standard**
☐ 1431-3 14" X 3" Tires w/Foam Filled Inserts 70.00
[9] ☐ 1440 14" X 4" Pneumatic Tires.....55.00
[9] ☐ 1441 14" X 4" Tires w/Foam Filled Inserts 125.00

[10] FREE WHEEL HUB

☐ FHUB Free Wheel Hub 88.00

FOOTNOTES

1. Only Available with MED or TALL Seat to Floor Height.
2. With 300 lb. weight capacity, maximum range of tilt is 55 degrees.
3. With 400 lb. weight capacity, maximum range of tilt is 45 degrees.
4. TrueTrack driving technology, which enables driver to track straighter regardless of the terrain, inlcues Monroe® spring shock suspension. and 7 MPH top speed. Must also select MK6TT Controller.
5. Vent tray on chair reduces chair weight capacity by approximately 50 lbs. Not available with TRBKTS.
6. Not available with seat depths 19"-22". Must pick long base.
7. Not available with short base.
8. Not available with 9" casters.
9. 14" x 4" wheels increase the overall width of the base by 2.5". Does not include Storm Series design wheel or fender. Not available with (TRUTK) True Track Upgrade.
10. Will add .75" overall width. Not available with TrueTrack Upgrade (TRUTK). Does not include Storm Series design wheel or fender.

NOTE: All specifications and dimensions are approximate.

Invacare® Formula™ CG Tilt/Recline

Accessories and Options

Base

FRAME FINISH

CONTEMPORARY

☐	24P	Wet Black	No Charge
☐	60P	Silver Metallic	No Charge
☐	71P	Silver Vein	No Charge
☐	105P	Midnight Blue	No Charge
☐	115P	Black Prism	No Charge

TOO HOT

☐	30P	Sunny Yellow	No Charge
☐	61P	Electric Red	No Charge
☐	119P	Bubblegum Pink	No Charge
☐	120P	Grape Madness	No Charge

FRAME FINISH (CONTINUED)

WAY COOL

☐	62P	Electric Blue	No Charge
☐	104P	Electric Teal	No Charge
☐	121P	Lolly Pop Blue	No Charge
☐	122P	Cosmic Blue	No Charge
☐	125P	Emerald Green	No Charge
☐	127P	Grasshopper Green	No Charge

Seat

SYSTEM TYPE

☐	CGTR	Tilt & Recl. w/Mechanical Shear Reduction (E1007)	2,520.00

SEAT-TO-FLOOR HEIGHT

[1]	☐	LOW	17.75"	No Charge
	☐	MED	18.75"	No Charge
	☐	TALL	19.75"	No Charge

SEAT SELECTION

[2]	☐	CTS	Contoura™ Seating	315.00
	☐	CNB	Conventional Back	No Charge
	☐	OMCU	Omit Cushion	Less 15.00

[3] PUSH HANDLES

	☐	PCNB	Push Handles for Conventional	No Charge

SEAT WIDTH RANGE

	☐	1620W	16" to 20" Width (Adjustable)	No Charge
	☐	2024W	20" to 24" Width (Adjustable)	No Charge

SEAT WIDTH SETTING

	☐	W16	16" Seat Width	No Charge
	☐	W17	17" Seat Width (not available w/Contoura)	No Charge
	☐	W18	18" Seat Width	No Charge
	☐	W19	19" Seat Width (not available w/Contoura)	No Charge
	☐	W20	20" Seat Width	No Charge
	☐	W21	21" Seat Width (not available w/Contoura)	No Charge
	☐	W22	22" Seat Width	No Charge
[4]	☐	W23	23" Seat Width (not available w/Contoura)	No Charge
[4]	☐	W24	24" Seat Width	No Charge

ADJUSTABLE SEAT DEPTH RANGE

CONVENTIONAL/CONTOURA

☐	1619D	16" to 19" Deep (Adjustable)	No Charge
☐	1922D	19" to 22" Deep (Adjustable)	No Charge

CONVENTIONAL & CONTOURA SEAT DEPTH SETTING

☐	D16	16" Seat Depth	No Charge
☐	D17	17" Seat Depth	No Charge
☐	D18	18" Seat Depth	No Charge
☐	D19	19" Seat Depth	No Charge
☐	D20	20" Seat Depth	No Charge
☐	D21	21" Seat Depth	No Charge
☐	D22	22" Seat Depth	No Charge

SEAT TILT

☐	0SA	0°	**Standard**
☐	5SA	5°	No Charge

FOOTNOTES

1. Not available with Transport Tie Down option.
2. Selected Seat Depth on Contoura assumes 1" of back cushion compression. For example: When choosing an 18" depth the measurement from the front of the back cushion to the front of the seat pan equals 17". The Contoura back cushion is 2" thick includes leatherette seat cushion.
3. Push handles will add an additional 3.5" to back cane height.
4. Available only with 400 lb. package.

NOTE: All specifications and dimensions are approximate.

Invacare® Formula™ CG Tilt/Recline

Accessories and Options

Seat

BACK HEIGHT

CONVENTIONAL BACK

- ☐ TSBH20 Back Height 20" ..... No Charge
- ☐ TSBH21 Back Height 21" ..... No Charge
- ☐ TSBH22 Back Height 22" ..... No Charge
- ☐ TSBH23 Back Height 23" ..... No Charge
- ☐ TSBH24 Back Height 24" ..... No Charge
- ☐ TSBH25 Back Height 25" ..... No Charge
- ☐ TSBH26 Back Height 26" ..... No Charge

CONTOURA

- ☐ TSBH25 Back Height 25" ..... No Charge
- ☐ TSBH295 Back Height 29.5" ..... No Charge

HEADREST TYPE (OPTIONAL)

- ☐ TAR127700 Curved Headrest (E0955) 364.00
  - ☐ TAR27700HW Removable & Adjustable Hardware (E1028) Included
- ☐ TAR128000 Two-Step Headrest (E0955) 364.00
  - ☐ TAR128000HW Removable & Adjustable Hardware (E1028) Included
- ☐ T0022400 Large Headrest (E0955) 364.00
  - ☐ TAR22400HW Removable & Adjustable Hardware (E1028) Included
- ☐ T0022600 Small Headrest (E0955) 364.00
  - ☐ TAR22600HW Removable & Adjustable Hardware (E1028) Included

STEALTH HEADRESTS

- ☐ CP175 14" Multi Axis Headrest (E0955) 347.00
  - ☐ CP175HW Removable & Adjustable Hardware (E1028) .Included
- ☐ CP275 10" Multi Axis Headrest (E0955) 347.00
  - ☐ CP275HW Removable & Adjustable Hardware (E1028) ..Included
- ☐ CP180 14" TWB Headrest (E0955) 417.00
  - ☐ CP180HW Removable & Adjustable Hardware (E1028) ..Included
- ☐ CP280 10" TWB Headrest (E0955) 417.00
  - ☐ CP280HW Removable & Adjustable Hardware (E1028) ..Included

ARM TYPE (PAIR)

- ☐ RA19FL Reclining Full Length Adj. Hgt. - Left ..... No Charge
- ☐ RA19FR Reclining Full Length Adj. Hgt. - Right ..... No Charge
- ☐ RA29FL Reclining Desk Length Adj. Hgt. - Left ..... No Charge
- ☐ RA29FR Reclining Desk Length Adj. Hgt. - Right ..... No Charge

[1] OTTO BOCK™ ARM PADS (PAIR)

- ☐ OB20400 One Piece Channel Armpads (E2209) 203.00
- ☐ OB20500 Large Forearm Pads 203.00
- ☐ OB20600 Medium Forearm Pads 203.00
- ☐ OB20700 Small Forearm Pads 203.00

[1] OTTO BOCK HAND PADS (PAIR)

- ☐ OB23000 Large Flat Hand Pads 88.00
- ☐ OB23300 Medium Flat Hand Pads 88.00

LATERALS (PAIR)

[2] CONVENTIONAL BACK

- ☐ TMSLM Swingaway Laterals Medium (E0956) 364.00
  - ☐ TMSLMHW Removable & Adjustable Hardware (E1028) .Included
- ☐ TMSLL Swingaway Laterals Large (E0956) 364.00
  - ☐ TMSLLHW Removable & Adjustable Hardware (E1028) .Included

[2] STEALTH LATERALS FOR CONVENTIONAL BACK

- ☐ TWB-TPR Adj. Swing Channel Lat. Med (E0956) 532.00
  - ☐ TPRHW Removable & Adjustable Hardware (E1028) ...Included
- ☐ TWB-TPRL Adj. Swing Channel Lat. Lg (E0956) 532.00
  - ☐ TPRLHW Removable & Adjustable Hardware (E1028) .Included

[3] CONTOURA SEATING

- ☐ CSLM Swingaway Contoura Lat. Med (E0956) 364.00
  - ☐ CSLMHW Removable & Adjustable Hardware (E1028) .Included
- ☐ CSLL Swingaway Contoura Lat. Lg (E0956) 364.00
  - ☐ CSLLHW Removable & Adjustable Hardware (E1028) .Included

[3] STEALTH LATERALS FOR CONTOURA

- ☐ TWB-CPR Adj. Swing Contoura Lat. Med (E0956) 532.00
  - ☐ CPRHW Removable & Adjustable Hardware (E1028) ...Included
- ☐ TWB-CPRL Adj. Swing Contoura Lat. Lg. (E0956) 532.00
  - ☐ CPRLHW Removable & Adjustable Hardware (E1028) .Included

SEAT POSITIONING STRAPS

- ☐ 1311BK Airline Buckle Seat Pos. Strap 42.00
- ☐ 1515 Push Button Style Seat Pos. Strap ..... **Standard**

CHEST POSITIONING STRAPS

- ☐ 7311BK Airline Buckle Chest Pos. Strap (E0960) 88.00
- ☐ 9515 Push Button Style Chest Pos. Strap (E0960) 88.00
- ☐ 7321BK Hook & Loop Chest Pos. Strap (E0960) 88.00

FOOTNOTES

1. Not compatible with quadlink retractable joystick mount.
2. For use with channel canes only.
3. For use with Contoura seating only.

NOTE: All specifications and dimensions are approximate.

Electronics

MK6i™ CONTROL

TORQUE SP, RANGER X

☐ MK690ACC Controller with Actuator Control ..... **Standard**
☐ MK6TT True Track Controller ..... No Charge

ARROW

☐ MK6TT True Track Controller ..... **Standard**

[1] EXPANDABLE CONTROLLER SYSTEMS

☐ MPJM6 MPJ™+ Multiple Drive Joystick (E2377) ..... Standard
[2] ☐ PSFM6 Personal Joystick, Inductive on Front (E2399) . No Charge
[2] ☐ PSRM6 Personal Joystick, Inductive on Rear (E2399). No Charge
[4] ☐ PBOD Push Button On/Off w/PB Drive Select ..... No Charge
[3,4] ☐ PBSS Push Button On/Off w/Speed Select ..... No Charge
[4] ☐ OR On/Off Mounted Right ..... No Charge
[4] ☐ OL On/Off Mounted Left ..... No Charge
[5] ☐ ASLRDYM6 MK6 Display Only
(No Driver Control) (E2377) ..... No Charge

FOR YOUR ASL DRIVE SYSTEM NEEDS
PLEASE REFER TO THE FOLLOWING:
ASL SINGLE INVOICE PRICE LIST FORM # 02-097.

☐ 1500M6 Prop RIM Control Head Control w/Display (E2327) 1,197.00
☐ SMHD Small Headrest ..... No Charge
☐ LGHD Large Headrest ..... No Charge
☐ 1558MM6 Compact Joystick w/Display (E2373) 441.00

ALTERNATIVE DIGITAL CONTROL SYSTEMS

[6] ☐ SNPM6 Sip-N-Puff/Digital Interface Box (E2325) 770.00
[6] ☐ 5018M6 Wafer Board & Digital Interface Box (E2322) 805.00
[6] ☐ 5020M6 Mini Tash Joystick & Digital Interface Box (E2321) 945.00

SIP N PUFF KIT

☐ PKG32666 Therafin® Sip-N-Puff Breath Tube Kit (E2326) 112.00

ADDITIONAL CONTROL CHOICES

☐ 1558M6 Compact Joystick - Less Std Mount 441.00
[7] ☐ 5018 Wafer Board 315.00
[7] ☐ 5020 Mini Tash Joystick 350.00
☐ PACM6 Proportional Attendant Control 525.00
[7] ☐ 1552M Digital Attendant Control 525.00

JOYSTICK MOUNTING HARDWARE

[8] ☐ QLAM6 Quad Link Retract. Joystick Mnt MPJ+ (E1028) 245.00
☐ ARM250 Stealth Height Adjustable Joystick Mount (E1028) .. 189.00
☐ LEFT Left Handed Mounted Joystick ..... No Charge
☐ RIMHW RIM Hardware For 1500 (E1028) 193.00
☐ PKG32669 Complete Bib Assembly (Tash/1558) 231.00
☐ GATMPJ6 Gatlin Midline for MPJ (E1028) 525.00
☐ GAT1812 Gatlin Midline for 1812 (E1028) 525.00
☐ RCM Rear Cane Mount for Compact Joystick 357.00

ELECTRONIC ACCESSORIES

☐ 1813M6 MK6i Programmer w/Pro Memory Card 305.00
☐ 1813SD Pro Memory Card (USB Ready) 77.00
☐ 1560 "T" Handle Flexible Joystick Ext. (E2323) 67.00
☐ 1561 Straight Handle Flexible Joystick Ext. (E2323) 67.00
☐ 1826 Chin Cup (E2324) 39.00
☐ A24VPS 24V MK6 Auxilliary Power Source 175.00
☐ AUX12M6 Auxillary Module For 1 & 2 ..... 595.00
☐ AUX34M6 Auxillary Module For 3 & 4 ..... 595.00

POWER SEATING ACCESSORIES

[9] ☐ 4WSB Four Way Switch Box ..... No Charge
[10] ☐ S4WSB Multiple Actuator Interface Box (E2311) 364.00
☐ FWT 4 Way Toggle ..... No Charge
☐ QPB 4 Push Buttons ..... No Charge

ASL OPTIONAL ACCESSORIES

☐ EGSBLK Egg Switch - Black 60.00
☐ ASL304 Light Wobble Switch w/611 Mount 287.00
[11] ☐ ASL202J Fiber Optic Switch 543.00
[11] ☐ ASL208J Adjustable Proximity Switch 483.00
[11] ☐ ASL504M6 Remote Emergency Stop Switch 469.00

FOOTNOTES

1. Includes Monoport "Y" Cable to provide additional switch input port.
2. TOD-SS: Toggle On/Off Drive Select, Speed, Speed Potientiometer Standard.
3. Drive Select through mode switch, or mode switch and Joystick Commands.
4. PSRM6 Only.
5. Display Only, No Driver Control. Allows choice from order form.
6. Must also use either a Multiple Drive Joystick or MK6 Display.
7. Requires SNPM6 Sip-N-Puff Interface Box.
8. QLAM6 includes ARM250 standard.
9. Required with all multiple actuator systems. Provides a D-9 port for the 4-way toggle or 4 push buttons.
10. Replaces the Four Way Switch Box and allows multiple actuator operation through the driver control.
11. Must add MK6 Auxilliary Power Source.

NOTE: All specifications and dimensions are approximate.

Miscellaneous

BATTERY BOXES

[1] ☐	GP24	Group 24 Battery Boxes	No Charge
☐	22NF	22NF Battery Box	No Charge

[2] BATTERIES

[3] ☐	22NFBATTERY	22 NF Battery (On Chair) (E2361)	525.00
☐	24BATTERY	24 Gel Battery (On Chair) (E2363)	630.00

MISCELLANEOUS ACCESSORIES

☐	1303	Wheel Locks	109.00
[4] ☐	9205-3	Suspension Shocks (E1016)	175.00
[4] ☐	9205H-3	Suspension Shocks (Heavy Duty) (E1018)	175.00
[4] ☐	FDR	Fender	105.00
[5] ☐	EXTP	Extended Anti-Tippers	70.00

FOOTNOTES

1. Only available on Torque SP (Standard on Arrow and Ranger X). Must select for TRBKTS.
2. Batteries will be installed by Invacare Corporation at no additional charge. Chair will be shipped complete with batteries.
3. Not available with Arrow GB, Ranger X, or TrueTrack systems.
4. Standard with arrow GB or True Track Systems.
5. Comes standard with vent tray. Adds 2.5" to overall length.
6. Not available with 19" or 20" wide and 9" casters. Standard with impact guards on the footrests.
7. Manually elevating legrests.
8. Independant powered elevating legrests include elevating and articulating legrests with adjustable angle footplates. Extension range is 13-20". Sold as pair.

NOTE: All specifications and dimensions are approximate.

Front Riggings

FRONT RIGGING

CENTER PIVOT STYLE (ASB) (PAIR)

[6] ☐	60HD	60° Swingaway Footrests	No Charge
[6] ☐	70NHD	70° Swingaway Footrests	**Standard**
[6] ☐	70STAPER	70° Tapered Footrests	No Charge
[7] ☐	AT5544	Manual Elevating Legrests (E0990)	224.00

PIN STYLE (PSB) (PAIR)

☐	PW93	Swingaway Footrests 13.5" - 19	No Charge
[7] ☐	P904A	Swingaway Elevating Legrests 16" - 19.75" (E0990)	179.00
[7] ☐	PAL4A	Smartleg Art. Legrests 17.25" - 21.5" (K0053)	294.00

POWER ELEVATING LEGRESTS-ARTICULATING

[8] ☐	ELRPW	Power ELR w/Articulation (E1010)	1,435.00

FOOTPLATE OPTIONS (PAIR)

☐	1651	Flip -Up Composite Footplates	No Charge
☐	1350	Extra Large Aluminum Footplates	No Charge
☐	AT5543	Adjustable Angle Flip-Up Footplates	102.00

FOOTREST/LEGREST ACCESSORIES

☐	1337	Calf Strap (E0038)	26.00
☐	1600BK	Heel Loops w/Ankle Straps (E0951)	53.00
☐	LPT2	Longer Pivot Slide Tube For 1350	77.00
☐	IMPACTG	Impact Guards	48.00
☐	ALPT	Longer Pivot And Slide Tube	77.00
☐	ALPT4	Longer Pivot And Slide Tube 4"	77.00

Seating

FOR YOUR SEATING NEEDS
PLEASE REFER TO THE FOLLOWING

REHAB SEATING & POSITIONING PRODUCTS
SEE PRICE LIST FORM # 07-027.

Invacare® Formula™ CG Tilt/Recline

Accessories and Options

Battery Boxes	
	*Standard Battery Tray
Arrow	Group 24
Ranger X	Group 24
Torque SP	22 NF Group 24 (Optional)

*Sealed Gel Cell Batteries Recommended

Batteries

22NF batteries with terminal configuration (positive on the left and negative on the right) MUST be used. 22NF batteries that have the reverse terminal configuration MUST not be used. Terminals MUST have a cross hole for proper battery connection.

GP24 batteries with terminal configuration (negative on the left and positive on the right) MUST be used. GP24 batteries that have the reverse terminal configuration MUST not be used. Terminals MUST have a cross hole for proper battery connection. See Owner's Manual, part number 1114809. These recommendations MUST be followed otherwise injury and damage may occur.

Contoura Seat Sizes							
	D16	D17	D18	D19	D20	D21	D22
W16	X	X	X	X	X	*	*
W18	X	X	X	X	X	*	*
W20	X	X	X	X	X	X	X
W22	*	*	X	X	X	X	X
W24	*	*	X	X	X	X	X
*Not available with Contoura Seat Cushion							
Back Heights	25" or 29.5"						

Memory Card - BASIC

- Standard with ALL Expandable Control Systems (MPJ+, PSR+, PSF+, MK6i Display).
- Used to Back Up/Restore Programmed Settings for Only One Chair.
- May be given to user or kept with provider's files for safe keeping.
- Does not Contain Advanced Diagnostics/Help Screens/File Structure.
- Not compatible with SPJ+ Joysticks.

Memory Card - PROFESSIONAL

- Standard with ALL MK6i Programmers.
- Available also with USB Card Reader on Order Form.
- Contains Advanced Diagonstics, Help Screens, Software Updates, File Storage/Retrieval.
- Used to back up multiple chairs and programming settings.
- Intended for use by qualified providers only.
- Not compatible with SPJ+ Joysticks.

Storm for Formula$_{CG}$ Tilt/Recline Specifications			
	Arrow	**Ranger X**	**Torque SP**
Maximum Speed MPH			
TrueTrack	7	7 (option)	7 (option)
4-pole	N/A	N/A	N/A
4-pole HD	N/A	N/A	6.5
Perf 4-pole	N/A	5	N/A
Seat-To-Floor at 0°			
Low	17.75"	17.75"	17.75"
High	19.75"	19.75"	19.75"
Weight Limits			
<300 lb.			X
<400 lb.		X	
<300 lb. True Track	X		X
<400 lb. True Track	X	X	

Formula$_{CG}$ Tilt/Recline Features and Specifications

- Weight capacity of 300 lb. or 400 lb. (with heavy-duty motors).
- Recline range of 170°
- Mechanical Shear reduction of 3".
- Conventional or Contoura style seating.
- Adjustable seat frame with Conventional style.
- Seat-to-Floor height of 17.75" at 0° tilt.

After Market Backrests

- The following companies also have hardware to make their backrests work with our new canes:
  - AEL - planar seating system
  - Freedom Designs® - planar seating system
  - Canyon - planar seating system

Conventional Seat Sizes	
Seat Widths	16" - 24"
Seat Depths	16" - 22"
Back Heights	20" - 26"

Yes, you can.

Invacare Australia PTY Ltd
1 Lenton Place
North Rocks NSW 2151
Tele: 02 8839 5333
Fax: 02 8839 5311
www.invacare.com.au

Form No. 06-010 Rev 0407

Revision Version 010705

Supersedes all previous versions

Invacare® KSS Order Form (includes standard KSS seating dimensions)

Price List and Order Form Effective July 2005

For ease of ordering, contact Customer Services:
Invacare Australia Pty Ltd: Ph +61 2 8839 5333 or Fax +61 2 8839 5353
Prices AUD RRP, Ex-freight www.invacare.com.au

Client:_____ Phone:_____

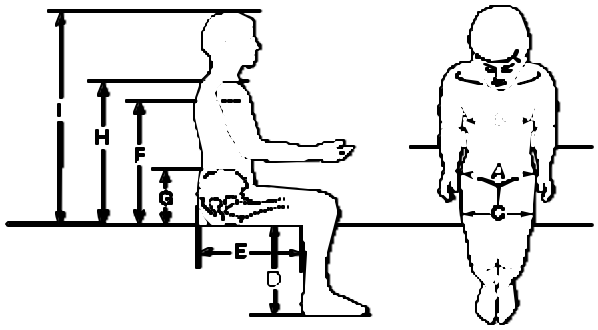
Client Address:_____ P/Code:_____

Dealer:_____ PO#:_____ Date:_____

W/C Make_____ Model_____ Width_____ Depth_____ Back Ht_____

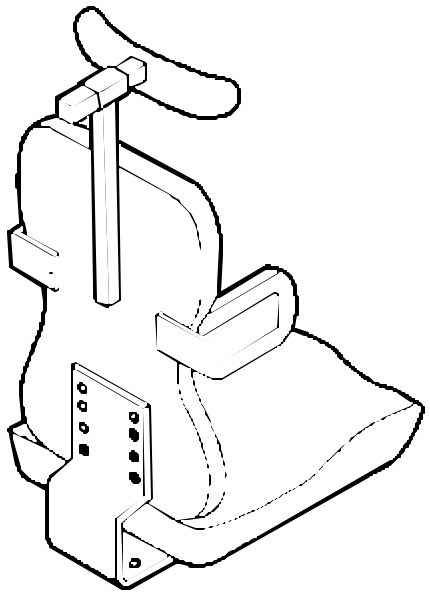
Client Measurements

A	Hip Width	
B	Chest Width	
C	Thigh Width	
D	Leg length below the knee	
E	Thigh length	
F	Axilla to buttocks	
G	PSIS	
H	Shoulder height	
I	Head height	



Standard KSS Seating System

A Kinesthetic Seating System includes: Ultimate Base, Curved Back, Basic Headrest, Basic lateral Supports, Padded Lap Belt and a) growth bracket/mounting hardware or b) mounting hardware. Standard KSS items have a 4 – 6 week lead time. For custom product sizing, please complete form where indicated and consult customer service for pricing, availability and lead time. Check below if ordering a complete KSS and make hardware selection on page 3.

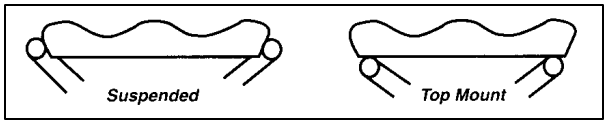


X (1)	W/C Size	Model	Colour (2)	Deluxe	Price
	10” Wide	KSS10R	Black		
	12” Wide	KSS12R	Black		
	14” Wide	KSS14R	Black		
	16” Wide	KSS16R	Black		
	16” Wide	KSS16T	Black		
	18” Wide	KSS18T	Black		
	20” Wide	KSS20T	Black		
	Custom (2)	KSSxxx	Black		

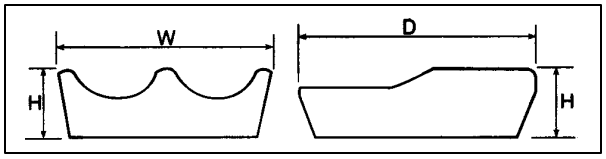
(1) Select KSS model
(2) Colour choice is Black only
(3) Any product over 21” wide, form must include clients weight
(4) Additional up-charge for customization, call customer services for pricing

. KSS Base (Ultimate Base) .

Bases are designed to suspend between the seat rails using: a) flush mount hooks, b) 1 " drop hooks or c) 2" drop hooks or d) 3" drop hooks.



Standard width (W) and depth (D) and height (H) measurements are listed in the table.



For custom mounting of base, (e.g., when using adductors) please specify if suspended design (plywood drops between rails) or top mounted design (plywood overlaps rails) is desired.
Top mount gives additional 2" in total width (outside rail to outside rail).

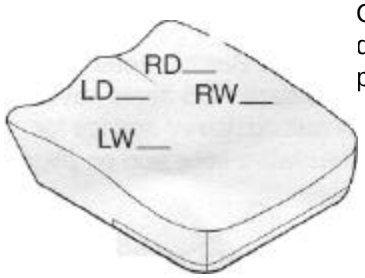
X (1)	W/C Size	Base Model	W	D	H	D/Price (4)
	10”	UMJB1010	10	10 ½	2 ¼	
	12”	UMJB1212	11 ½	12 ½	2 ¾	
	14”	UMJB1414	13 ½	14 ½	2 ¾	
	14”	UMJB1416	13 ½	16 ½	2 ¾	
	16”	UMB1616	16	17	3	
	16”	UMB1618	16	18	3	
	18”	UMB1816	18	18	3	
	18”	UMB1818	18	19 ½	3	
	20”	UMB2016	20	18	3	
	20”	UMB2018	20	19 ½	3	
		Custom Jr (2)				
		Custom Adult (3)				

(1) Select required base model.
(2) Indicate custom junior sizes for base and size of wheelchair - UMJBIAWXXIADXX.
(3) Indicate custom adult sizes for base and size of wheelchair - UMBIAWXXIADXX.
(4) Price only applicable if ordered separately from KSS.
(5) Additional upcharge for customization, call customer service for pricing.

X	Base Style	Hardware Style			
		Flush	1”	2”	3”
	Top Mount		N/A	N/A	N/A
	Suspended				

. Customization Options for Ultimate Base .

Leg length discrepancy



Custom cutout to accommodate discrepancy.
pad buildup

Pelvic Obliquity

leg length
Pelvic obliquity

X (1)	Model	Description	D/Price
	L1	1” Cutout; user’s Left	
	L2	2” Cutout; user’s Left	
	R1	1” Cutout; user’s Right	
	R2	2” Cutout; user’s Right	
	Custom (2)		(3)

(1) Select model for leg length cutout.
(2) Indicate custom log cutout width (RW or LW) and depth (RD or LD) on drawing above.
(3) Additional upcharge for customization, call customer service for pricing

X (1)	Model	Description	D/Price
	OBL.5	User’s left, ½”	
	OBL1	User’s left, 1”	
	OBL1.5	User’s left, 1 ½”	
	OBR.5	User’s right, ½”	
	OBR1	User’s right, 1”	
	OBR1.5	User’s right, 1 ½”	
	Custom (2)		(3)

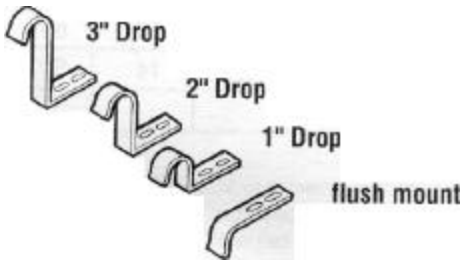
(1) Select model for obliquity modification.
(1) Indicate custom sizing.
(3) Additional upcharge for customization, call customer service for pricing.

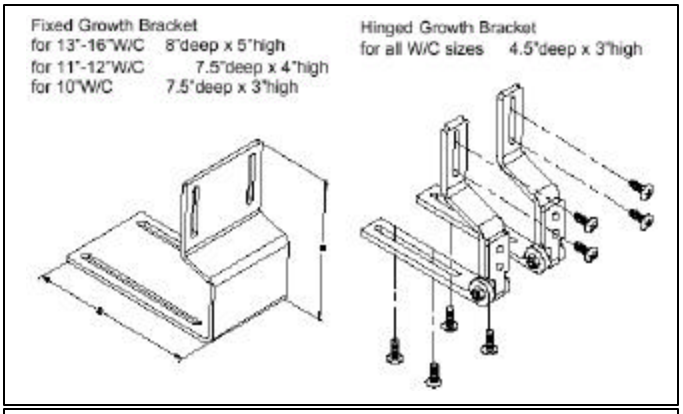
. Growth Bracket/Hardware .

For base hardware, select..
l.) One pair of hardware, indicating diameter of hardware and number of pieces and style of hardware (e.g., 2 @ 2"drop); also indicate if growth bracket is required or 2.) Two pairs of hardware, indicating diameter of hardware and number of pieces and style of hardware (e.g., 4 @ 2" drop)

Model	Base Model	Fixed Growth Bracket (1)	7/8" Diam	1" Diam	Flush Mount	1" Drop	2" Drop	3" Drop (4)
KSS10R	**UMJB1010**					**N/A**	**N/A**	**N/A**
KSS12R	**UMJB1212**							**N/A**
KSS14R	**UMJB1414**							**N/A**
	UMJB1416							**N/A**
KSS16R	**UMB1616**							
	UMB1618	**N/A**						
	UMB1816	**N/A**						
	UMB1818	**N/A**						
	UMB2016	**N/A**						
	UMB2018	**N/A**						
	Custom Jr (2)							
	Custom Adult (3)	**N/A**						

(1) Select if growth bracket required.
(2) Indicate hardware selection for custom junior size base or system.
(3) Indicate hardware selection for custom adult size base.
(4) 3" drop may not be attainable on all chairs.





☐ Fixed Growth Braket ☐ Hinged Growth Bracket

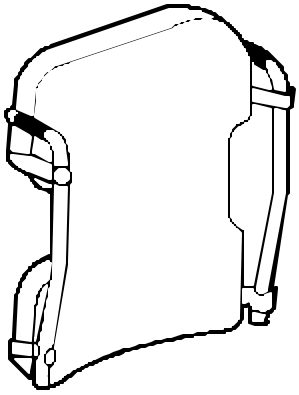
For back hardware, select..
1) If growth bracket ordered above, one pair of hardware, indicating diameter of hardware and number of pieces and style of hardware (e.g., 2 @ 2" drop) or 2) Two pairs of hardware, indicating diameter of hardware and number of pieces and style of hardware (e.g., 4 @ 2' drop)

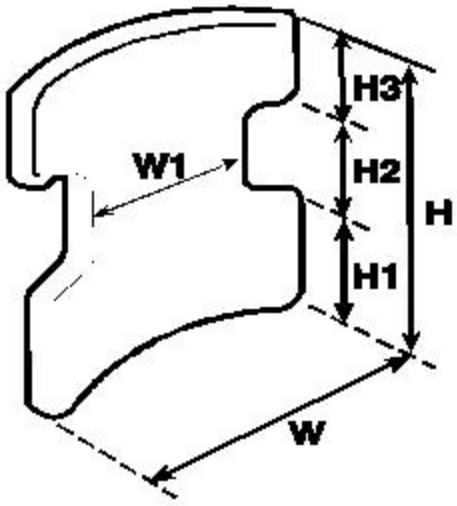
Model	Base Model	7/8" Diam	1" Diam	Flush Mount	1" Drop	2" Drop	3" Drop (4)
KSS10R	CBK10R (3)						N/A
KSS10R	CBKG10R (3)						N/A
KSS12R	CBK12R						N/A
KSS14R	CBK14R						N/A
KSS16R	CBK16R						
	CBK16T						
	CBK18T						
	CBK20T						
	Custom Jr (2)						
	Custom Adult (3)						

(1) Indicate hardware selection for custom junior size base or system.
(2) Indicate hardware selection for custom adult size base.
(3) CBK1 OR not T-nutted for growth bracket; CBKG1 OR is T-nutted to accomodate growth bracket,

. KSS Back / Curved Back .

Backs are designed to suspend between the back posts using a) flush mount, **b) 1"** drop hooks or c) 2" drop hooks.





Standard (actual) height (H), width (W) and cutout (Wl, HI, H2, H3) measurements are as follows:

X (1)	W/C Size	Base Model	H	W	W1	H1	H2	H3	D/Price (3)
	10”	CBK10R (5)	10 ½”	10”	4 ½”	4 ½”	1 ½”	4 ½”	
	10”	CBKG10R (5)	10 ½”	10”	6 ½”	4 ½”	1 ½”	4 ½”	
	12”	CBK12R	12 ½”	10”	7”	4”	4	4 ½”	
	14”	CBK14R	15 ½”	12”	9”	5”	4	6 ½”	
	16”	CBK16R	17 ½”	14”	9 ½”	6 ½”	4 ½”	6 ½”	
	16”	CBK16T	20 ½”	14”	10”	6 ½”	4 ½”	9 ½”	
	18”	CBK18T	20 ½”	16”	12”	6 ½”	4 ½”	9 ½”	
	20”	CBK20T	20 ½”	18 ¼”	14”	6 ½”	4 ½”	9 ½”	
		Custom (2)	Please See Notes Page						(4)

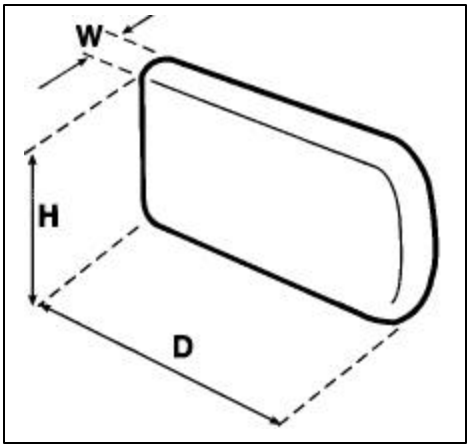
(1) Select required back model.
(2) Indicate size of custom back and wheelchair size – CBK/XXX.
(3) Price only applicable if ordered separately from KSS.
(4) Additional up-charge for customization, call customer service for pricing.
(5) CBK10R is not T-nutted for growth bracket; CBKG10R is T-nutted to accommodate growth bracket.

☐ **See diagram attached for builder specifications**

. KSS Lateral Supports .

Standard (actual) width (W), depth (D) and height (H) measurements for the lateral supports are as follows:

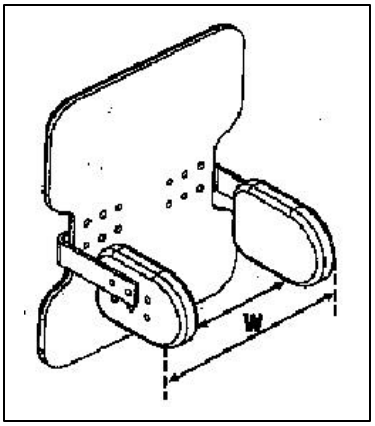
X (1)	H/Ware Style	Model	H	D	W	D/Price
	Basic	BLSFLG	5”	7 ½”	1”	
	Basic	BLSFMD	4 ½”	6”	1”	
	Basic	BLSFSM	4”	5”	1”	
	Swingaway	BLSSLG	5”	7 ½”	1”	
	Swingaway	BLSSMD	4 ½”	6”	1”	
	Swingaway	BLSSSM	4”	5”	1”	
	Custom (2)					



(1) Select hardware style required (lateral supports come in pairs).
(2) Indicate sizes under H, D & W and hardware style (i.e., basic, swingaway)
(3) Price only applicable if ordered separately from KSS.
(4) Swingaway laterals available as additional charge item.
(5) Additional upcharge for customization, call customer service for pricing.

Minimum and maximum width adjustments of laterals supports on curved back are indicated. (Note: more width can be achieved if back is flush mounted.) The chart below is for informational purposes only; no selection necessary.

W/C Size	Base Model	Min Width	Max Width (1” or 2” drop)	Max Width (flush mount)	Range in H+ Adj (1)
10”	CBK10R (2)	5”	7”	8”	3”
10”	CBKG10R (2)	5”	7”	8”	3”
12”	CBK12R	5”	7”	8”	3’
14”	CBK14R	7”	9 ½”	9 ½”	3”
16”	CBK16R	8”	10”	10”	3”
16”	CBK16T	8”	10”	10”	4”
18”	CBK18T	8 ½”	11 ½”	11 ½”	4”
20”	CBK20T	11 ½”	14 ½”	14 ½’	4”



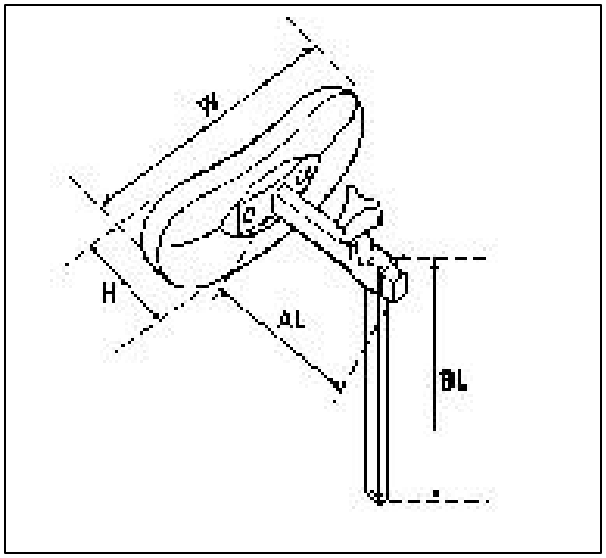
(1) Range in height adjustments includes adjustment allowed by placement of hardware on back and placement of hardware on lateral pad.
(2) CBKI OR is not T-nutted for growth bracket; CBKG1 OR is T-nutted to accomodate growth bracket.

. KSS Neck and Head Support .

Basic Headrest

		Pad Size		Hardware Adjustment		Hardware Length		
X (1)	**Model**	**H**	**W**	**A (2)**	**B (2)**	**AL**	**BL**	**D/Price (3)**
	BNSC (child)	2 ½"	7 ½"	3"	5 ¾"	5"	8"	
	BNSA (adult)	3"	10"	5"	5 ¾"	7"	8"	
	Custom (4)							(6)
	Other (5)	N/A	N/A	N/A	N/A	N/A	N/A	
	HR15	N/A	N/A	N/A	N/A	N/A	N/A	

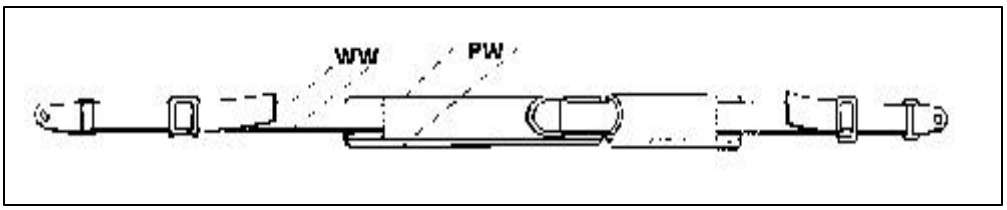
(1) Select headrest model.
(2) Adjustment ranges via hardware are indicated vertical and horizontal.
(3) Price only applicable if ordered separately from KSS.
(4) Indicate custom sizes.
(5) Other styles of head support available at additional charge (consult customer service for pricing); may require Adjustable Headrest Adapter Plate (HR1 5).
(6) Additional upcharge for customization, call customer service for pricing.



. Padded Lap Belt .

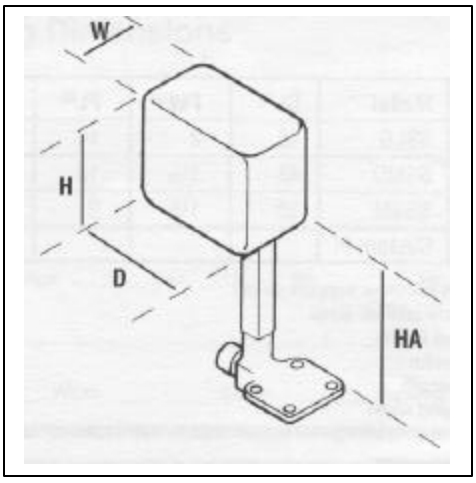
		Overall Length (3) (OL)		(PW)	(WW)	
X (1)	**Model**	**Max L**	**Min L**	**Pad Width**	**Webbing Width**	**D/Price (4)**
	BPSLG	60"	25"	1"	1 ½"	
	BPSMD	34"	17"	1 ½"	1"	
	BPSSM	32"	13"	1 ½"	1"	
	Custom (2)					(5)

(1) Select belt model.
(2) Indicate custom sizes.
(3) Maximum and minimum length adjustments are indicated.
(4) Price only applicable if ordered separately from KSS.
(1) Additional upcharge for customization, call customer service for pricing.



. Abductors .

Abductors include flip-down height adjustable mounting hardware. Pad can be reversed for backward/forward depth adjustment.

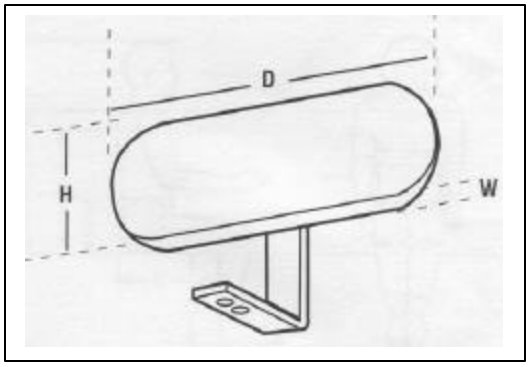


X (1)	Model	H	D	W	HA (3)	D/Price
	ABDLG	4”	6”	3 ½”	3 ½”	
	ABDMD	3”	4 ¾”	2 ¼”	1 ½”	
	Custom (2)					(4)

(1) Select abductor model.
(2) Indicate custom sizes.
(3) Height adjustment range.
(4) Additional upcharge for customization, call customer service for pricing.

. Adductors .

Note: When ordering adductors, base must be top mount only to accommodate t-nutting for hardware to attach adductors



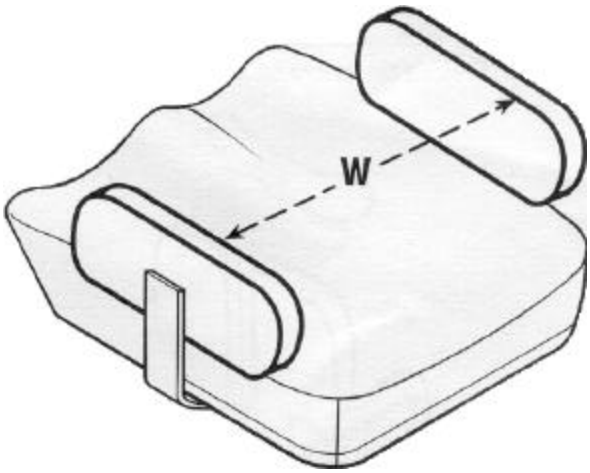
X (1)	Model	H	D	W	D/Price
	ADDMD	4 ½”	12”	1”	
	ADDLG	4 ½”	14”	1”	
	ADDSM	4 ½”	10”	1”	
	Custom (2)				(4)

(1) Select adductor model.
(2) Small: fits models UMJ12-14; Large: fits models UMB16 and larger.
(3) Indicate custom sizes.
(3) Additional upcharge for customization, call customer service for pricing.

Width adjustment chart for maximum and minimum width positioning of adductors on Ultimate bases using flush mount hooks:

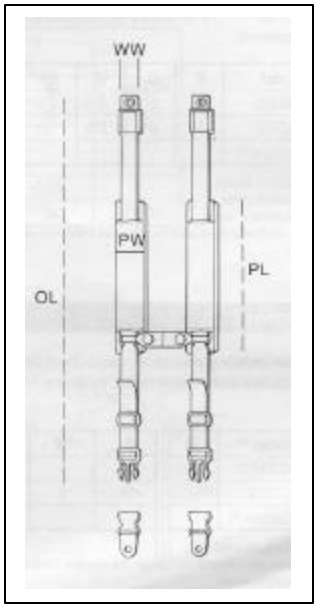
Model	Max*W	Min W
UMJB1010	12 ½”	8”
UMJB1212	12 ½”	8”
UMJB1414	14 ½”	10”
UMJB1416	14 ½”	10”
UMB1616	16 ½”	12”
UMB1618	16 ½”	12”
UMB1816	18 ½”	14”
UMB1818	18 ½”	14”
UMB2016	20 ½”	16”
UMB2018	20 ½”	16”

*Max width will vary with wheelchair model



. Shoulder Supports .

X (1)	Model	OL (3)	PW (4)	PL (5)	WW (6)	D/Price
	SSLG	45	2	14	1 ½	
	SSMD	43	1 ½	12	1	
	SSSM	35	1 ½	9	1	
	Custom (2)					(7)



(1) Select shoulder support model
(2) Indicate custom sizes
(3) Overall length
(4) Pad width
(5) Pad length
(6) Webbing width
(7) Additional upcharge for customization, call customer service for pricing

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Email: sales @invacare.com.au

www.invacare.com.au

Appendix A5 – IRSA Industry Code of Practice

Refer following pages

DRAFT CODE OF PRACTICE

for the Australian Healthcare and Assistive Technology Products and Services industry

IRSA
INDEPENDENT REHABILITATION SUPPLIERS ASSOCIATION

Revised August 2010

Acknowledgement

IRSA would like to thank the following organisations who agreed to review and, where appropriate, make comment on this Code of Practice

Carers NSW

Department of Veterans Affairs

EnableNSW

Independent Living Centre NSW

Independent Living Centre Victoria

Medical Aids Subsidy Scheme

OT Australia (NSW)

OT Australia (Vic)

Physical Disability Council of NSW

Spinal Cord Injuries Australia

The Spastic Centre

Victorian Department of Human Services

Code of Practice
for the Australian Healthcare and Assistive
Technology Products and Services Industry

Contents

Code of Practice
for the Australian Healthcare & Assistive Technology Products and Services Industry

1. OBJECTIVE

IRSA's objective is to implement a self regulating Code of Practice that ensures consistent provision of equipment and services to consumers with disabilities and older people, and that safeguards the interests of all stakeholders. Consumers are private individuals buying goods or services other than for business purposes.

In addition to requirements for contracts with such consumers, this Code also covers business to business contracts. They have been included herein because of the nature of the business carried out. Most of the companies signed up to the Code will sell to a mixture of customers including private consumers, businesses and public agencies (such as the Department of Veterans Affairs or State based funding bodies), however the principles involved, particularly in regard to assessment of the users of products and to the need for good after sales support are similar.

This Code does not override and/or substitute conditions contained within individual Government contracts entered into by IRSA members.

The Code will be reviewed regularly with input from external organisations to ensure its effectiveness.

2. GENERAL SCOPE AND PURPOSE OF THE CODE

2.1. This Code of Practice governs the behaviour of companies (Code Members) that have registered to abide by the criteria herein. It operates throughout Australia.

2.2. In examining a company's behaviour against this Code, only the clauses relevant to that company and its products, the goods that it sells, and its services will be taken into account.

2.3. The Code is intended to reflect a philosophy of care and support for customers. Code Members will make themselves aware of pertinent legislation, to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract which provides the customer with less protection than that provided by law, and to ensure that the terms in their consumer contracts comply with all relevant State and Federal consumer protection laws.

2.4. An undertaking to abide by this Code is currently restricted to, and mandatory for, members of the Independent Rehabilitation Suppliers Association (IRSA). In considering applications for membership, IRSA takes into account the past history of any directors/partners and will not allow entry by any company where a director, partner or major stakeholder has been involved, within the previous 12 months, in the winding up of a company in such a manner that customers have been disadvantaged. Such companies will therefore be barred from signing up to this Code.

3. DEFINITIONS/TERMINOLOGY

- **Healthcare Industry**

3.1. Companies in the healthcare industry, as defined for the purposes of this Code of Practice, will be involved in one or more of the following:

- Supply of assistive technologies, particularly those for older people and/or consumers with a disability
- Supply of externally applied medical devices, and/or services relating to the fitting of those devices
- Supply of equipment and related services necessary for medical and health professionals to carry out their various specialist functions
- Training in the use of assistive technologies
- Training relating to health and safety, such as the safe and appropriate use of equipment, and manual handling.

3.2. For the purpose of clarification, the industry (in relation to this Code of Practice) does not include:

- Pharmaceuticals
- Alternative/complimentary medicines or therapies
- Dentistry
- GP practice
- Ophthalmology
- Implants
- Critical care

- **Assistive Technology**

3.3. An assistive technology is a product or service that enhances independent living.

- **Company**

3.4. The term "company" includes:

- Limited companies
- Partnerships
- Sole traders
- Franchises
- Wholly-owned subsidiaries
- Other registered businesses
- Trading arms of registered charities (ie, organisations or firms with a commercial, profit-making interest).

- **Customer**

3.5. Customers may be private individuals, businesses, registered charities or authorities/agencies such as the Department of Veterans Affairs (DVA).

- **Code Member**

3.6. Any IRSA member company undertaking to abide by this Code of Practice.

- **Code Administrator (IRSA)**

3.7. The Independent Rehabilitation Suppliers Association (IRSA) is the Administrator for this Code.

4. PRINCIPLES UNDERPINNING THIS CODE

4.1. All Code Members registered against this Code will adhere to the following principles:

a) Compliance with all relevant legislation relating to advertising and marketing, the sale of goods, relevant Australian Directives/Regulations, consumer rights, disability rights, data protection and the general protections available to all consumers under the Australian Consumer Law.

b) They will make themselves aware of pertinent legislation to ensure they do not offer, stipulate, infer or imply anything in their terms and conditions of contract, which provides the customer with less protection than that provided by law.

c) When selling products, they will ensure that these are of satisfactory quality and fit for the purpose specified. Their selling techniques will be ethical and they will deliver high standards of service.

d) Any claims made by the company and its employees will be honest and truthful, and will not give rise to false expectations. Information, claims and comparisons must be accurate, balanced, fair, objective and unambiguous. They must not mislead either directly or by implication.

e) They will act at all times in such a manner as to justify public trust and confidence, to uphold the good standing and reputation of the healthcare industry, to serve the best interests of society, and above all, to safeguard the interests of individual customers. They will respect the confidentiality of information obtained and not disclose such

information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law. They will be honest and truthful in all their dealings with consumers.

f) All communications, verbal and written, will be made in plain language.

g) At all times, the vulnerable nature of the customer will be respected. Vulnerable customers, such as older people and/or people with disabilities, will not be coerced in any way. Code Members should be familiar with the information in the ACCC publications on dealing with disadvantaged or vulnerable consumers.

h) Customers are to be made aware of the existence of this Code and its availability on the IRSA website.

i) A copy of this Code will be given to anyone who requests it and, where complaints cannot be resolved directly with the company, complainants will be made aware of their right to arbitration in accordance with this Code and how to initiate such proceedings.

5. ADVERTISING AND MARKETING

5.1. In marketing and promotional activities, in addition to having due regard for current legislation, care must be taken to ensure any gifts related to purchase of a product or service are directly relevant to that purchase and of a nature that cannot be construed as inappropriate or disproportionate.

5.2. Advertisements must comply with any relevant code of advertising.

5.3. Advertisements must not give misleading indications about price, value or quality, nor about the organisation placing the advertisement, nor about any benefit that may be derived from the product or service offered. The consequence of responding to the advertisement should be clear.

6. CONDUCT OF STAFF

6.1. Staff must always clearly identify themselves and (when away from the company premises) their reason for calling.

6.2. Staff must never purport to have medical training where this is not the case, nor claim that their product is endorsed by a trusted body unless this can be evidenced in writing.

6.3. Code Members' staff are expected to:

a) act at all times in such a manner as to justify public trust and confidence, to uphold and enhance the good standing and reputation of the healthcare industry, to serve the best interests of society and, above all, to safeguard the interests of individual customers.

b) be accountable for his/her own working practices and, in the exercise of such accountability, to:

c) act, at all times, within the law of the land and in a manner befitting a professional worker in the healthcare field.

d) act, at all times, in such a way as to promote and safeguard the well-being and interests of customers.

e) take every reasonable opportunity to maintain and enhance knowledge and competence within his/her field of work.

f) work in a collaborative manner with healthcare professionals (such as doctors, consultants, occupational therapists, physiotherapists etc) and recognise and respect the contribution of all within the healthcare team.
g) take account of the customs, values and spiritual beliefs of customers.
h) ensure that the customer is fully informed (in this context, this means that the terms and conditions of contract, options available and any other pre-contractual and point of sale requirements set out herein have been explained), before seeking his/her consent to a purchase.
i) ensure that there is no abuse of the privileged relationship that exists with customers or of the privileged access allowed to their property, residence or workplace.
j) respect the confidentiality of information obtained during the course of his/her work and not disclose such information without the consent of the customer concerned or a person entitled to act on their behalf, except where such disclosure is required by law.
k) assist colleagues, wherever possible, to develop competence in relation to the needs of their work.
l) refuse to accept any gift, favour or hospitality that is intended to exert undue influence to obtain preferential consideration

7. TRAINING OF STAFF AND ONGOING DEVELOPMENT

7.1. All staff should be made aware of factors in relation to health and safety, disability discrimination, and basic consumer rights. They must give due regard to infection control issues where relevant.

7.2. They must also be informed of any regulations to which they must give due regard in the course of their work, such as building regulations and lifting operations and lifting equipment regulations.

7.3. Staff should not work unsupervised until they are considered competent to do so. Registered professionals, such as occupational therapists, physiotherapists, nurses, orthotists and prosthetists are required to receive ongoing training to keep their knowledge up to date and such registration is an indicator of competence. On-going training must be facilitated.

7.4. Companies should maintain a record of training for each member of staff.

7.5. Where clinical advice and training is to be given by staff, they must be appropriately qualified.

7.6. All staff must be given a copy of this Code and be made aware that the company is required to adhere to the provisions herein.

8. REPRESENTATION AT POINT OF SALE

8.1. Staff must have the appropriate product knowledge to advise and assist customers.

8.2. A copy of this Code is available on the IRSA website or will be provided free of charge, on request. In addition businesses will display the IRSA Code of Practice poster and the IRSA Code logo.

9. PRE-CONTRACTUAL AND POINT OF SALE INFORMATION

9.1. Inappropriate selling tactics must not be used, including but not limited to –

- high pressure selling tactics
- unreasonably long stay (for sales in the home)
- high initial price followed by the offer of a discount (often followed by a telephone call to the "manager")
- discount on the condition that the consumer agrees to the sale that day
- withholding price information until the end of the sales discussion/visit
- alleged limited availability of a product
- misrepresentation of the product, price or contract.

9.2. Potential customers should be made aware, where appropriate, of services offered by the Local Authorities, DVA, major charities and other agencies.

9.3. Terms and conditions of contract must be available in writing and must be legible, comprehensive and written in plain language. They must include details of the trader's name and geographical address and details of any other trader's name and geographical address on whose behalf the trader is acting. Due regard must be given to relevant consumer protection regulations. Customers with poor eyesight, or who become easily confused, should be encouraged to have a relative, friend or other advisor/carer with them.

9.4. Any known limitations of the product/service should be made clear, and any clear disparity between the goods and/or services for sale and usual consumer expectations must be explained.

9.5. Any clear disparity between a customer's stated requirements and the nature of the goods/and or services to be purchased must be pointed out and explained.

9.6. Where a product will need to be modified in a way that is not achievable with accessories and where additional fabrication outside routine manufacture is required, the customer must be made aware of this, as the product will be customised and any changes to terms and conditions as a result of this must be notified to them.

9.7. When requested by the customer, all verbal claims or promises made by the salesperson must be put in writing, either on the contract, or on a separate form.

9.8. Pricing information showing the total price should be clear and unambiguous and where requested, provided in writing.

9.9. Details of any finance agreement should be explained in such a way that the customer understands how much they will be paying and what the terms of the contract are. Pre-contract information must be sent/presented on its own, allowing time for the consumer to pause and reflect on affordability and to compare credit, before being presented with the agreement to be signed. Consumers must be encouraged to seek independent advice in regard to any third party finance agreements.

9.10. Details of delivery, installation, training, after-sales support, service and warranty should be made available prior to sale.

9.11. Delivery and completion dates should be discussed with the customer in advance of ordering/making the purchase and a choice of delivery dates and times should be offered. For mail order and internet orders, normal delivery times should be indicated. Should it become

clear these cannot be met, the customer must be informed as soon as practicable, with an honest explanation of the reason for the delay.

9.12. When required, demonstration of the safe use of equipment for its use under the conditions which the purchaser best describes as "normal" for his/her purposes must be offered prior to conclusion of a sale. The consumer should be encouraged to seek appropriate tuition/training from an independent healthcare professional.

9.13. In particular, demonstration in the safe use of mobility vehicles (excluding clinically scripted mobility aids – see clause 8.14) must be given at the time of purchase and/or on delivery.

The demonstration should follow a discussion of needs, wishes, abilities and disabilities to enable selection of the most suitable mobility vehicle and specification for the user and their circumstances. A mobility vehicle should only be sold if the member can realistically expect the user to develop satisfactory control.

9.14. Clinically scripted mobility aids should be delivered and demonstrated in conjunction with an appropriately qualified healthcare professional from the prescribing body.

10. LINKED GOODS AND SERVICES

10.1. If the product will need servicing regularly, an explanation must be given as to what is entailed, and the likely costs thereof should be outlined. It should be made clear whether maintenance is offered/available, or will have to be obtained elsewhere.

10.2. Where appropriate, arrangements for insuring the product should be discussed.

10.3. Any optional guarantees/warranties must be explained, including who is offering them and what the benefits are, or leaflets that do this must be provided.

10.4. Clear and accurate information on the availability and price of all linked services must be provided in writing.

11. INSTRUCTIONS FOR USE/MANUALS

11.1. Any instructions for use or manuals should be written in clear language.

11.2. Such instructions/manuals must be made available with all new products, and should, where feasible, be made available with second-hand products. The customer's attention should be drawn to user manuals and they should be informed of the need to read them thoroughly.

11.3. Depending on the nature of the product, the instructions/manual should cover all or some of the following (this is not an exhaustive list):

- Product name, description and intended purpose
- Name of manufacturer and/or supplier
- Illustration of the product
- Reference to any variants or accessories
- General and/or detailed specifications and dimensions
- General and/or detailed description of construction
- Explanation of how to use it safely
- Any known limitations

- Description of maintenance requirements including recommended frequency of servicing
- Cleaning/decontamination instructions
- Any specific warnings

11.4. Product labels must comply with any relevant statutory regulations (ie TGA requirements).

12. COOLING OFF PERIOD, CANCELLATION RIGHTS AND PROTECTION OF DEPOSITS

12.1. If a Code Member offers a cooling off period other than that required by law, this should be explained to the customer and be clearly defined in the written terms and conditions of contract.

12.2. Where cancellation rights apply or are offered, the customer must be informed under what circumstances they may cancel and these instructions should be plainly visible in the paperwork given to the customer.

12.3. Any deposit paid must normally be refunded in full within 30 days of the date of cancellation. If a deposit will not be refundable, or will be only part-refundable, this must be made clear when the customer places the order and the reasons for this must be described to them. If the customer cancels the contract properly, full repayment should occur (unless, for example, the goods have been damaged after delivery), and in any circumstance monies withheld should not amount to more than the net costs or net loss of profit incurred by the Code Member.

12.4. Where an order cannot be fulfilled and the customer does not wish to accept substitute goods or services, refund must be made speedily and in full. Vouchers/credit note to the equivalent value must not be offered unless the customer agrees this is acceptable.

13. AFTER SALES SERVICE PROVISIONS

13.1. Code Members are expected to provide a high standard of after sales service and to ensure a prompt and adequate service and repair policy.

13.2. Prompt will normally be taken to mean response and (where appropriate) visit within 3 working days of request, unless otherwise agreed. No customer should be without equipment on which they rely for mobility and/or daily living for more than 7 days. Exceptions may occur, for example, where a customer has customised needs that cannot be met from normal stock held, or where a hospital/clinic appointments system must be followed, however every effort must be made to keep the period the customer is without mobility to a minimum.

13.3. Guarantees and warranties must be in writing, and be clear and unambiguous. Distributors and retailers must pass on the individual parts and labour guarantee offered by the manufacturer, and abide by the terms contained in the guarantee during its currency.

13.4. There must be no high pressure selling of additional warranties, nor any misrepresentation of their costs, coverage and any benefits they provide.

13.5. A minimum 3 month guarantee must be offered in respect of all repair work carried out.

13.6. It must be explained to the customer that no claim will be met under guarantee if the product has been abused in any way or damaged by neglect, improper use or failure to maintain in

accordance with the manufacturer's recommendations, or has been damaged in an accident. Abnormal wear and tear will also be considered when assessing a guarantee claim.

13.7. Maintenance agreements must be clear and unambiguous and the covered duration must be stated.

13.8. If a company has a buy-back policy this must be clear and unambiguous, and be outlined to the customer in writing in advance of the sale taking place. Any reason for not buying back the product (eg because it is single-use, or customised) must be stated and the reason made clear.

13.9. Customers must be given a clear explanation of the basis for charging for repair work not covered by warranty/guarantee and, where practicable, a written estimate in advance, of the anticipated costs of such work.

13.10. When work has been carried out, a schedule of the work (labour, parts, etc) should accompany the invoice, detailing a breakdown of costs.

13.11. Adequate stocks of critical parts and components should be maintained to facilitate prompt service.

13.12. Customers should be given details of opening hours, contact telephone numbers and arrangements, if any, for emergencies out of hours.

13.13. Care should be exercised in protecting customers' property whilst in the company's possession and companies should not seek any disclaimers to avoid liability for loss or damage. Companies are advised to ensure they are adequately insured to cover such liability, as well as cover against any claims for death, personal injury and damage to property arising out of the demonstration of goods or their use after sale.

13.14. If a company is prepared to remove unwanted products, the terms under which they will do so must be made clear when this is requested, particularly in regard to disposal.

14. SPECIFIC CRITERIA FOR METHODS OF SELLING AND SUPPLY

- **Sales Conducted in a Customer's Home**

14.1. Salespersons and/or assessors must not visit without a mutually agreed appointment first being made. The purpose and intent of any visit must be made clear to the customer.

14.2. The customer must be provided with literature describing the products and services available, together with actual price examples or, where exact prices are not possible (eg with a customised product), with indicative price ranges.

14.3. Customers must always be encouraged to have a relative, friend or other advisor/carer with them when the salesperson/assessor visits.

14.4. Salespersons must not use high pressure selling techniques, such as offering inducements to force a quick decision, or knowingly take advantage of vulnerable customers (examples of what might be high pressure selling tactics are listed in clause 8.1.).

14.5. Salespersons must comply with a customer's request that they leave and no assessment or sale should normally last longer than three hours, other than in exceptional circumstances (eg when a health services professional is present and is responsible for leading the assessment).

14.6. Where a cooling off period applies, it may be advisable that no work commences to fulfil the contract until after that period has passed.

- **Internet Sales**

14.7. Code Members' websites must include appropriate warnings and recommendations encouraging consumers to obtain advice from an independent healthcare professional prior to purchasing products.

14.8. Code Members conducting internet sales should provide a customer service contact to provide general product and trading information.

14.9. Information must be provided to the customer before they take the decision to buy, as required by any relevant consumer protection legislation.

- **Direct Mail Orders**

14.10. Information as to any facility or goods to be purchased on sale or return, and the conditions upon which goods may be returned, must be brought to the attention of customers in writing.

14.11. Information must be provided to the customer before they take the decision to buy, as required by any relevant consumer protection legislation.

- **Rental Products**

14.12. Where product is rented, the terms and conditions of the rental must be clear and unambiguous, including responsibility for any damage to the product, insurance requirements and, where appropriate, the responsibilities for decontamination/cleaning of the product and packaging for return.

15. CLAUSES RELATING TO COMMERCIAL BUSINESS RELATIONSHIPS

- **Sponsorship**

15.1. Where a company sponsors part or all of the salary of a professional employed by any funding body, they must have due regard to the employing body's rules regarding sponsorship. No pressure must be exerted on the sponsored individual to favour the sponsoring company's products over any other. At all times, the products supplied should be that which the professional considers is best suited to the client's needs.

- **Sub Contractors and Other Third Parties**

15.2. Companies must ensure any sub-contractor, third party, or person carrying out work or representation on the company's behalf upholds the same standards as required herein.

- **Service and Product Support**

15.3. Retailers/distributors who sell into an area of the country where they cannot service/support the product themselves in a prompt and adequate manner, should have in place a third party agreement with an organisation in that area which meets comparable standards or there should be a return to manufacturer provision for the product concerned (ie there should be consistent support for the product/customer, whether the customer is local or geographically distant from the seller).

- **Manufacturers and Sponsors (Persons Responsible for Placing a Product on the Market in Australia)**

15.4. Companies are reminded that they must accept responsibility for the quality, performance and safety of the products they place on the market in Australia and consider whether compliance with relevant safety and testing standards is appropriate. Statements and claims on performance and safety contained in their published literature must comply with any standards they claim to meet.

15.5. Such companies, where registered to abide by this Code, must be able to evidence to the Code Administrator, on request, that any of their products requiring TGA registration have such registration.

15.6. Companies that manufacture and/or import medical devices should ensure spare parts are available for at least five years from date of final manufacture. For all other products, companies must be mindful of their obligation to stock spare parts for a reasonable period of time from date of final manufacture.

15.7. Companies must provide technical training, spare parts lists, and preventative maintenance schedules to anyone requesting them, providing they are satisfied that the enquirer meets any objective criteria they have set for such provision.

- **Adverse Incident Reporting**

15.8. Where a company becomes aware of an incident involving a product that resulted in, or could have resulted in, serious injury or death of a customer, they must report that incident to the appropriate authority (ie Therapeutic Goods Administration).

- **Product Recalls and Safety Warnings**

15.9. Code Members that are manufacturers/sponsors must maintain records sufficient to identify to whom they have sold a product, to ensure it can be traced and recovered in the event of a recall for safety purposes, or given appropriate attention if a safety warning is issued necessitating preventive action.

15.10. Code Members that are not manufacturers/sponsors should maintain records sufficient to support the manufacture/sponsor in the event of a recall for safety purposes.

15.11. Code Members selling to agencies such as the DVA and local authorities should advise them of the need to track products, to ensure this can occur.

- **Selling to Government & Non-government Agencies (ie DVA, charities etc)**

15.12. Companies must give due respect to any codes, regulations or procedures operated by the Agency.

15.13. Companies should be aware of complaints procedures in these organisations, so they can advise customers accordingly should there be a problem.

15.14. No gift, benefit in kind or pecuniary advantage should be offered or given to any Agency, Agency staff member, members of the health professions or to administrative staff as an inducement to prescribe, supply, administer, recommend or buy any product, subject to the following:

Gifts in the form of promotional aids and prizes, whether related to a particular product or of general utility, may be distributed to members of the health professions and to appropriate administrative staff, provided that the gift or prize is inexpensive and relevant to the practice of their profession or employment.

16. COMPLAINTS HANDLING

- **Code Members**

16.1. All Code Members should have in place a speedy, responsive and customer friendly procedure for the resolution of complaints (ie any expression of dissatisfaction regarding the product and/or service supplied). Code Members are normally expected to resolve complaints within one calendar month.

16.2. Customers wishing to make a complaint must be informed to whom within the company they should address their complaint, what information they are required to provide, and the timescales that will apply to dealing with the complaint. These must include targets for initial acknowledgement of notification of a complaint (with advice regarding procedure to be followed in addressing it), as follows:
- Telephone call indicating there is a problem – within 2 working days
- Letter, fax or email – within 5 working days

Customers must also be informed that should this process fail, they have the right to contact the Code Administrator (IRSA) who will follow the procedure outlined later in this document for conciliation and, if need be, independent arbitration.

Where a complaint is in regard to a matter that is considered criminal in nature, the customer should be advised to contact the police and that IRSA can play no part in its resolution.

16.3. Code Members should offer maximum cooperation with consumer advisers or any other intermediary consulted by the consumer, such as Department of Fair Trading etc.

16.4. Staff must be advised to be professional, courteous, prompt and fair when dealing with a complainant.

- **Code Administrator (IRSA)**

16.5. When IRSA receives notification in writing of a complaint against a Code Member, it will consider whether the company:
- has not complied with this Code of Practice
- has been guilty of maladministration (including inefficiency or undue delay) in a way that has resulted in the customer losing money or suffering inconvenience.

16.6. IRSA will first ensure the customer has attempted to resolve the matter directly with the company concerned.

16.7. If this has occurred, then it will:
- Request to see all the customer's documentation
- Ask the company to report within 14 calendar days, giving as much evidence as possible
- Look for evidence of any breaches of this Code
- Attempt to settle the dispute by agreement between the two parties

At every stage in this process IRSA will endeavour to respond/act within 14 working days. There is no charge to the customer at any stage in the complaints investigation and resolution process described below.

16.8. In the event that this process does resolve the complaint, the consumer retains the right to pursue alternative courses of action.

16.9. IRSA cannot deal with a complaint if:

- the complaint is against a company that is not a Code Member
- the complaint is being, or has been dealt with by a court or similar body
- the complaint relates to a point in time prior to the company becoming a Code Member.

17. SANCTIONS AND DISCIPLINARY ACTIONS

17.1. Where an identified breach of the Code is minor, the Code Administrator will issue a warning and suggest actions, where appropriate, to prevent repetition. All serious, or repeated, breaches of the Code will result in the Code Administrator making a recommendation to the IRSA Executive Committee in regards to retention of membership or expulsion from the Association.

17.2. The nature of the breach will be identified to the Code Member in writing, and they will be given the opportunity of a right of reply. Such right must be exercised within 30 days of the notification.

17.3. The Committee's decision may include one or more of the following:

- no further action be taken
- the Code Member be required to undertake a specified course of remedial action (such as re-training of a particular staff member)
- the Code Member be issued with a formal warning
- expulsion of the Code Member from the register of companies signed up to the Code (and hence from IRSA).

17.4. Where expulsion occurs, a minimum period of twelve months must pass before any application to re-join the register of companies signed up to the Code (and to re-join IRSA) will be considered. If any complaints against the company have been made to IRSA during that time, such application may be rejected for a further period of time.

17.5. From establishing that a serious breach has occurred through to final decision of the Executive Committee and instigation of any action should take no more than 90 days.

APPENDIX A – USEFUL CONTACTS (correct as at insert date)

To check the status/credentials of a health professional:

- Occupational Therapy Australia – www.ausot.com.au
- Australian Physiotherapy Association – www.physiotherapy.asn.au
- Australia Rehab and Assistive Technology Association – www.arata.org.au

For product advice and information:

- Independent Living Centres Australia – www.ilcaustralia.org.au
- Technical Aid to the Disabled – www.tadaustralia.org.au

To source a product:

- IRSA Members List – www.irsa.org.au

For assistance relating to consumer rights:

- Australian Competition and Consumer Commission – www.accc.gov.au
- Australian Securities and Investment Commission – www.asic.gov.au
- NSW Fair Trading – www.fairtrading.nsw.gov.au
- Consumer Affairs Victoria – www.consumer.vic.gov.au
- Queensland Office of Fair Trading - www.consumer.qld.gov.au
- WA Dept of Commerce, Consumer Protection – www.docep.wa.gov.au
- SA Office of Consumer and Business Affairs – www.ocba.sa.gov.au
- Consumer Affairs and Fair Trading Tasmania - www.consumer.tas.gov.au
- ACT Office of Regulatory Services – www.ors.act.gov.au
- NT Consumer Affairs – www.nt.gov.au/justice/consaffairs

To make an adverse incident report:

- Therapeutic Goods Administration – www.tga.gov.au

APPENDIX B – PERTINENT LEGISLATION

The following is not an exhaustive list of all the legislation that might apply to a given circumstance, but is a list of the legislation considered likely to be most pertinent to clauses within this Code of Practice.

- Commonwealth Trade Practices Act
- Australian Security and Investments Commission Act
- National Consumer Credit Protection Act
- Australian Capital Territory Fair Trading Act
- NSW Fair Trading Act
- Queensland Fair Trading Act
- South Australia Fair Trading Act
- Tasmanian Fair Trading Act
- Victorian Fair Trading Act
- Western Australian Consumer Affairs Act
- Western Australian Fair Trading Act

This Code is published by:

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