

# TRACK INJURY RECOVERY SCHEME (TIRS) POLICY

#### 1. PURPOSE

The purpose of the *Track Injury Recovery Scheme* (**TIRS**, or the **scheme**) is to ensure that greyhounds injured on tracks in South Australia have every opportunity to be treated and recover, with euthanasia being the last resort. This policy prescribes the scheme for the treatment and recovery of the injured greyhound and the financial contribution for that treatment and recovery.

#### 2. SCOPE

This scheme applies to all registered persons and greyhounds, where that greyhound is injured at a track in South Australia, and the circumstances of the injury meet the eligibility criteria of the scheme.

#### 3. DEFINITIONS

**Applicant** means the owner, trainer or other responsible person of a greyhound that sustains an eligible injury and (unless otherwise intended in this policy) applies to Greyhound Racing SA Limited (GRSA) for funding under the scheme.

Club has the same meaning given to this term in R9 of the GAR and in South Australia.

Club manager means the person responsible for the track of the club.

**Event** has the same meaning given to this term in R9 of the GAR, in South Australia, and from the start at a starting box to the end at the catching pen (or finish on lure).

**Gap-fee** means the monetary difference between the total invoice of fees and charges by a veterinarian, for the surgical procedure or off-track treatment for the eligible injury sustained by the greyhound, and the scheme maximum of \$3,500.00 (or \$200.00 for off-track treatment).

Example – the veterinarian's invoice for the surgical procedure is for 3,700.00. The gap-fee is then 3,700.00 - 3,500.00 = 200.00.

Example – the veterinarian's invoice for the off-track treatment is for \$300.00. The gap-fee is then \$300.00 - \$200.00 = \$100.00.

GAR has the same meaning given to this term in R9 of the Greyhounds Australasia Rules.

**GRSA** means Greyhound Racing SA Limited, the Controlling Body for greyhound racing in South Australia.

Local Rules has the same meaning given to this term in R9 of the GAR.

**Meeting** has the same meaning given to this term in R9 of the GAR and in South Australia.

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**Off-track treatment** means post-injury, off-track investigation and/or treatment, by a veterinarian for the injured greyhound, that is not, or does not result in, a surgical procedure.

Official has the same meaning given to this term in R9 of the GAR for GRSA.

Qualifying trial has the same meaning given to this term in R9 of the GAR and in South Australia.

Race has the same meaning given to this term in R9 of the GAR and in South Australia.

Satisfactory trial has the same meaning given to this term in R132 of the GAR and in South Australia.

**Steward** has the same meaning given to this term in R9 of the GAR, for South Australia.

**Surgical procedure** means a procedure performed for the purpose of structurally altering the body by incision or destruction of tissues.

*Track* has the same meaning given to this term in R9 of the GAR and in South Australia.

*Trial* means the training pursuit by one greyhound of a lure at a racecourse in South Australia and includes a satisfactory trial or a qualifying trial.

Veterinarian has the same meaning given to this term in R9 of the GAR.

#### 4. DETAIL

## 4.1. Track Injury Rebate Scheme (TIRS)

The scheme applies where all the following conditions are satisfied -

- (a) For a race
  - (i) An on-track veterinarian is on-duty at the meeting;
  - (ii) The on-track veterinarian determines that a greyhound has sustained an injury of the type specified in section 4.3; or other life-threatening injury (**eligible injury**) during the meeting;
  - (iii) The on-track veterinarian refers the greyhound to an off-track veterinarian for further diagnosis; and, either -
    - (A) The off-track veterinarian performs a surgical procedure; or,
    - (B) The off-track veterinarian performs off-track treatment,
    - for the eligible injury on the greyhound; and,
  - (iv) The injury is not expressly excluded in section 4.4 or is not sustained by the greyhound during any training activity or trial.
- (b) For a trial -
  - (i) A steward, an official or a club manager is on-duty at the trial;
  - (ii) The steward, official or club manager reasonably suspects that a greyhound has sustained an injury of the type specified in section 4.3; or other life-threatening injury (eligible injury) during the trial;
  - (iii) The applicant seeks immediate off-track veterinary treatment by a veterinarian for further diagnosis; and, either -
    - (A) The off-track veterinarian performs a surgical procedure; or,
    - (B) The off-track veterinarian performs off-track treatment,
    - for the eligible injury on the greyhound; and,
  - (iv) The injury is not expressly excluded in section 4.4 or sustained by the greyhound during a race at an event.

## 4.2. Scheme funding

Where the scheme applies, GRSA will pay the applicant -

- (a) 100% of the reasonable treatment costs for the surgical procedure for the eligible injury up to a maximum GRSA payment of \$3,500.00; and,
- (b) \$50.00 per week towards the recovery (rehabilitation) of the greyhound for the duration of the recovery period prescribed by the veterinarian, up to a maximum of six (6) weeks (\$300.00); or
- (c) 100% of the reasonable treatment costs for the off-track treatment for the eligible injury up to a maximum GRSA payment of \$200.00. (Note the recovery payment (in 4.2(b)) does not apply to off-track treatment).

Example – if the off-track treatment results in a surgical procedure for the eligible injury, the claim is for a surgical procedure only (\$3,500.00 maximum), not both the surgical procedure and off-track treatment.

## 4.3. Injuries covered under this scheme

The following types of injuries (eligible injury) are covered under the Scheme –

- (a) Bone fractures that are described in Schedule 1 of this policy as injuries that are covered by the scheme, that are treated by off-track treatment, or a surgical procedure performed by a veterinarian:
- (b) Bone dislocations that are treated by a surgical procedure performed by a veterinarian;
- (c) Tendon injuries that are treated by a surgical procedure performed by a veterinarian; and,
- (d) Ligament injuries that are treated by a surgical procedure performed by a veterinarian.

## 4.4. Injuries not covered by this scheme

- (a) Muscle injuries are not covered under the scheme unless the on-track or off-track veterinarian determines that the muscle injury is a life-threatening injury;
- (b) Bone dislocations that are not treated by a surgical procedure:
- (c) Tendon injuries that are not treated by a surgical procedure; and,
- (d) Ligament injuries that are not treated by a surgical procedure.

#### 4.5. Initial assessment

- (a) For a race -
  - (i) Where a greyhound is suspected of suffering an eligible injury, the on-track veterinarian will provide immediate and appropriate first aid treatment to the greyhound (including by taking any necessary action to prevent and/or minimise the suffering of the greyhound).
  - (ii) After providing all required first aid treatment, the on-track veterinarian will assess the greyhound suspected of suffering an eligible injury and determine whether
    - (A) Immediate euthanasia is required (and only pursuant to 4.6(g)); or,
    - (B) The greyhound has suffered an eligible injury and further investigation and diagnosis should be conducted on the greyhound.
  - (iii) Where the on-track veterinarian determines that the greyhound
    - (A) Has sustained an eligible injury; and,
    - (B) Immediate euthanasia is not required,

the greyhound must be referred to an off-track veterinarian selected in accordance with section 4.6 for further investigation and diagnosis within such period as may be prescribed by the on-track veterinarian but, in any case, *no more than one day after the eligible injury occurs*. This referral is deemed a *requirement* pursuant to L5 of the Local Rules on the applicant and regardless of any omission of a period written (or indicated) on the prescribed form.

- (iv) Failure by an applicant (and regardless of whether the applicant makes a claim under the scheme or not) to obey the requirement is deemed a breach of R21(1)(d), R21(1)(e), R156(w) of the GAR; or, L5(3) of the Local Rules; or, all of them.
- (v) The requirements in 4.5(a) apply to all registered persons and greyhounds that are suspected of suffering an eligible injury, regardless of the jurisdiction the person or the greyhound is registered in or usually resides in.
- (vi) Any injury must, separately, be notified to stewards as soon as practicable, pursuant to R122 of the GAR.

#### (b) For a trial -

- (i) Where a greyhound is reasonably suspected of suffering an eligible injury, the applicant (and regardless of whether the applicant makes a claim under the scheme or not) must provide immediate and appropriate first aid treatment to the greyhound.
- (ii) After providing first aid treatment, the applicant (and regardless of whether the applicant makes a claim under the scheme or not) must present the greyhound to a veterinary practice immediately for treatment by an off-track veterinarian.
- (iii) Failure by an applicant (and regardless of whether the applicant makes a claim under the scheme or not), or any other person who later takes possession of the injured greyhound, to present the greyhound to a veterinary practice immediately for treatment by an off-track veterinarian is deemed a breach of R21(1)(d), R21(1)(e), R156(w) of the GAR; or, L5(3) of the Local Rules; or, all of them.
- (iv) The requirements in 4.5(b) apply to all registered persons and greyhounds that are suspected of suffering an eligible injury, regardless of the jurisdiction the person or the greyhound is registered in or usually resides in.
- (v) Any injury must, separately, be notified to stewards as soon as practicable, pursuant to R122 of the GAR.

# 4.6. Diagnosis, treatment and recovery

- (a) The off-track veterinarian must give first aid treatment (if not already done so by an on-track veterinarian), investigate and diagnose the injury suffered by the greyhound and provide advice on treatment options.
- (b) If a surgical procedure is required, the off-track veterinarian will provide
  - (i) The appropriate veterinary care to ensure the wellbeing of the greyhound prior to the scheduling of a surgical procedure; or,
  - (ii) Direction as to the most suitable care required for the greyhound prior to the surgical procedure.
- (c) Following the surgical procedure or off-track treatment, the applicant (and regardless of whether the applicant makes a claim under the scheme or not) is responsible for providing (or making arrangements to provide for) care for the greyhound and for ensuring that the greyhound recovers in accordance with the advice of the veterinarian that performed the surgical procedure or off-track treatment.
- (d) Any greyhound that undergoes a surgical procedure that is supported by the scheme, or where directed or ordered by stewards, may only return to racing following
  - (i) Production of a veterinary certificate that is satisfactory to the stewards that states that at the time of examination the greyhound is fit to race or trial; and/or,
  - (ii) Completion of a satisfactory trial as directed or ordered by the stewards.
- (e) If the greyhound does not return to racing, it must be retired by the applicant in accordance with L130 of Local Rules and R22 or R23 of the GAR and any relevant policy or procedure on retirement or rehoming of GRSA.
- (f) Following the completion of the recovery period specified in 4.5(c), the owner may enter the greyhound into the Greyhound Adoption Program SA (GAP SA) and GAP SA will grant the greyhound priority entry into the program.
- (g) A euthanasia procedure for a greyhound must only be performed without prior notice to GRSA if the greyhound, in the opinion of the veterinarian, is suffering from an incurable condition or the injury causes significant pain or discomfort, or a marked reduction in quality of life.
- (h) For any euthanasia procedure performed for the reasons under 4.6(g), that fact must be declared to GRSA by the veterinarian and notified by the applicant (and regardless of whether

the applicant makes a claim under the scheme or not) to GRSA pursuant to R22(1)(b) of the GAR.

- (i) For any proposed euthanasia procedure not for the reasons pursuant to 4.6(g), it is deemed a euthanasia procedure conducted pursuant to L130 of the Local Rules, and *GRSA must be notified, by the applicant (and regardless of whether the applicant makes a claim under the scheme or not) of the proposed procedure no less than 10 working days* before the intended euthanasia procedure (unless a lesser period is authorised by GRSA and, in any event, before the euthanasia procedure is performed). Failure to notify GRSA in accordance with 4.6(h) or 4.6(i) is deemed a breach of R156(w) of the GAR; or L5 or L130 of the Local Rules; or all of them.
- (j) The requirements in 4.6 apply to all registered persons and greyhounds that suffer any injury at a race or a trial, and treated pursuant to 4.6, regardless of the jurisdiction the person or the greyhound is registered in or usually resides in.

# 4.7 Recommended veterinary practices

- (a) Any veterinary treatment provided to a greyhound must be undertaken by a veterinarian. Veterinary treatment not undertaken by a veterinarian is deemed a breach of L131 of the Local Rules.
- (b) GRSA recommends that greyhounds are treated by a veterinarian familiar with the greyhound breed.

# 4.8 Application process

- (a) Applicants can apply to GRSA for funding by
  - (i) Fully completing the prescribed form; and,
  - (ii) Providing any supporting documentation required by GRSA including
    - A. Relevant clinical notes from the veterinarian (if required by GRSA);
      - B. Itemised invoices for veterinary treatment, with receipts for either the full amount of the veterinarian's invoice; or, (where applicable) the gap-fee.
- (b) Application for funding under the scheme must be submitted to GRSA by
  - (i) Email address animalwelfare@grsa.com.au;
  - (ii) Postal address Animal Welfare (TIRS), Greyhound Racing SA, PO Box 2352, Regency Park SA 5942: or.
  - (iii) In person GRSA, 55 Cardigan St Angle Park.
- (c) If an applicant intends to make an application and cannot do so within 5 days of the injury (including where an injury is discovered after a race or trial), they must notify GRSA within 5 days of the potential, eligible injury. The notification can be made the per 4.8(b), and must contain sufficient particulars to enable GRSA to identify the greyhound and the race or trial, namely
  - (i) Name of greyhound
  - (ii) Microchip
  - (iii) Date of injury
  - (iv) Track
  - (v) Race or trial numbers
  - (vi) Veterinarian, official or club manager on duty.
- (d) Regardless of whether the applicant intends to or makes a claim on the scheme or not; the applicant must follow 4.5(a)(iii) or 4.5(b)(ii) for any injury.
- (e) Applications must be submitted to GRSA no later than 2 months from the date of injury or date of notification under 4.8(c). Late applications will not be considered unless in exceptional circumstances.
  - Example The greyhound suffers a hock fracture on 1<sup>st</sup> June at a trial. The applicant must present the greyhound to a veterinarian immediately and does so on the same day. The greyhound undergoes a surgical procedure on 2<sup>nd</sup> June. On 5<sup>th</sup> June, the applicant has not yet lodged a claim. The applicant shall notify GRSA of the particulars in 4.8(c) on 5<sup>th</sup> June. The applicant then has until 5<sup>th</sup> August to lodge an application.

#### 4.9 Consideration of the application

- (a) Where GRSA is satisfied that
  - (i) The treatment and rehabilitation of the greyhound is eligible to be funded under the scheme in accordance with 4.1; and,
  - (ii) The applicant has complied with the application process set out in 4.8, GRSA will notify the applicant he/she is eligible to receive treatment and/or rehabilitation funding under the scheme and will make a single lump sum payment of the treatment and rehabilitation funding either
    - A. To the applicant in full; or,
    - B. To the veterinarian for treatment (up to \$3,500.00 for surgical procedures; or, \$200.00 for off-track treatment); and, to the applicant for recovery funding (where it relates to surgical procedures). It is the responsibility of the Applicant to satisfy all costs due to the Veterinarian that are over \$3,500.00 for surgical procedures or \$200.00 for off-track treatment (the gap-fee).
- (b) Where GRSA is not satisfied that either or both of the matters in 4.9(a)(i) or 4.9(a)(ii), GRSA will notify the applicant he/she is not eligible to receive funding.
- (c) Once an application has been approved by GRSA and funding paid to the applicant (and/or the veterinarian); GRSA may place a penalty on the greyhound in the OzChase system that will prevent the greyhound from being nominated for meetings for the duration of any recommended recovery (rehabilitation) period, or as otherwise directed by GRSA or a veterinarian. The greyhound must not perform any trial during any recovery (rehabilitation) period.

# 4.10 Reimbursement of the funding

- (a) If a greyhound recovers from the eligible injury and the applicant intends to return the greyhound to racing or trials before any penalty period placed on the greyhound expires, the applicant must
  - (i) Satisfy the requirements set out in clause 4.6(d);
  - (ii) Reimburse GRSA for that portion of the rehabilitation payment not intended to be relied on due to a return to racing,

at which time GRSA will remove the penalty placed on the greyhound and allow the greyhound to be nominated for meetings, subject to any requirement pursuant to 4.6(d).

- (b) The applicant can only claim under the scheme once per eligible injury and must not make a claim for the same eligible injury under a scheme provided for by any other controlling body; nor can the applicant claim for both surgical procedure and off-course treatment for the same eligible injury. Fraudulent claims will be deemed an offence under R156(f) of the GAR, regardless of the jurisdiction the fraudulent claim is made.
- (c) Where the applicant incurs an additional cost for a *subsequent surgical procedure* for the claimed, eligible injury, that cost *may* be considered by GRSA, upon further written application to GRSA in the prescribed form; but, in any event, the total reimbursement cannot exceed the scheme maximum for all, combined, surgical procedures for the eligible injury.
- (d) The applicant must not incur a debt to the veterinarian that is reasonably considered to be unrecoverable by the veterinarian (**bad debt**). A bad debt will be deemed to be an offence under R165(a) of the GAR, regardless of the jurisdiction the bad debt exists in.
- (e) Where the applicant has a bad debt with the veterinarian, GRSA reserves the right to make any part of the payment of the reimbursement to the veterinarian to satisfy, or partly satisfy, the bad debt.

# 4.11 Right of review

- (a) If GRSA determines that the treatment of a greyhound is not an eligible injury for funding under the scheme, the applicant may apply to GRSA for a review of the decision.
- (b) An application for review must be made to GRSA in writing within 10 business days of GRSA notifying the applicant that he/she is not eligible for funding under the scheme.
- (c) The review will not be undertaken by the same GRSA officer who made the original decision and will be undertaken by a GRSA officer of the same or higher level of seniority to that of the original decision-maker.

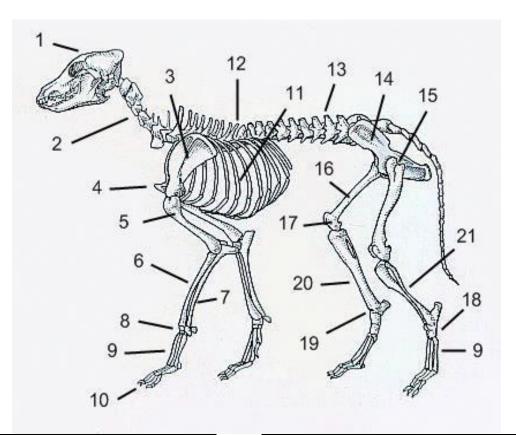
## 5. APPLICATION OF THIS SCHEME

GRSA may review, amend, or discontinue this scheme from time to time. GRSA will notify industry of any changes by posting an updated version of the scheme, or by stewards' notice, on the GRSA website.

#### 6. VERSION HISTORY

Current	5.3	Old	3.0	Date made:		16/08/2022	Effective	01/08/2022
version:		version:					date:	
Scheme owner:		RCM	Enquiries to:		Derek Kordick		Review due:	1/07/2023

SCHEDULE 1
ELIGIBLE INJURIES – BONE FRACTURES



# Bone fractures covered by the scheme

- 5 Humerus
- 6 Radius
- 7 Ulna
- 9 Metacarpus/Metatarsus (singular and multiple)
- 15/16 Femur (thigh bone)
- 18/19 Hocks
- 20 Tibia

# Bone fractures not covered by the scheme unless in the opinion of a veterinarian is a life-threatening injury without a surgical procedure

- 1 Cranium
- 2 Vertebrae (cervical)
- 3 Scapula
- 4 Sternum (breastbone)
- 8 Carpus
- 10 Phalanges (toes)
- 11 Thorax (ribcage)
- 12 Thoracic vertebrae
- 13 Lumbar vertebrae (including tail)
- 14 Pelvis
- 17 Patella (kneecap)
- 21 Fibula