

Article 2 of Chapter 9.5 of Division 3 of the Business and Professions Code
7220 – Transfer of Title of a Guide Dog

(a) Schools shall develop standardized processes regarding the transfer of a guide dog's title to a client upon graduation from a training program. Schools shall provide information to the client, prior to the commencement of training and in an accessible format, explaining the title transfer process and any affects it may have on the client's relationship with the school financially or otherwise.

(b) Schools may retain title to the dog during the first year following a client's graduation from a school as a transitional period to ensure safety and effectiveness of the team. Acting in what it deems to be the best interest of the user, the dog, or the public, the school may temporarily or permanently resume possession of the dog during this transitional year.

(c) Within 30 days of completion of a transitional year, the school must ascertain the client's wishes to acquire title to the dog or have the school retain title.

If the title of the guide dog is not unconditionally transferred to the client at the conclusion of the transitional period, the school may enter into a contractual agreement with the client describing the conditions under which the client may maintain the status of legal custodian of the dog.

Transfer of title shall be evidenced by a transfer of title agreement executed by both the school and the client. The school may transfer title unconditionally, or retain an option to recover title and possession of the dog subject to conditions described in the agreement. These conditions may include, but are not limited to:

(1) If in the school's opinion, the dog is being misused, neglected, or mistreated.

(2) If the client has ceased to use the dog as a guide and the dog is not too old to be retrained as a guide for another client.

(3) If, in the school's opinion, the dog is no longer a safe guide and the client refuses to cease using the dog as a guide after being requested by the school to cease this use.

(d) The school shall make no distinction as to the quality or extent of follow-up or supportive services available to its clients based on whether they elect to acquire title to their dogs or allow title to remain with the school after the transitional year. The school may, however, make this distinction when assessing reasonable and appropriate charges for follow-up training, instruction, veterinary, or boarding services. Any distinction must be included in the school's information provided to clients required in subdivision (a) to aid in a client's determination in acquiring title.

(e) No applicant for admission to a school, nor any enrolled client, shall be required to sign any instrument or to announce any intention regarding transfer of title until training and any transitional period has been completed.

7221 – Arbitration of Disputes Between School and Client

(a) The following arbitration procedure shall be established as a pilot project for the resolution of disputes between clients and licensed schools relating to the continued physical custody or use of a dog, or any equipment owned or provided by the school, after any transitional period provided by Section 7220. This arbitration procedure shall only apply to clients of licensed schools who reside in California.

(b) The only disputes which shall be subject to arbitration shall concern differences between the client and school over:

(i) continued use of a dog,

(ii) continued custody of a dog,

(iii) care or treatment of a dog,

(iv) continued possession or use of equipment owned or provided by the school, including but not limited to, the guide dog harness.

Arbitration specifically shall not address issues related to admissions to schools, training practices, or other issues relating to school standards.

(c) A school shall notify the client in writing of its intent to end the client's use or custody of a dog, the client's use or possession of equipment owned or provided by the school, or regarding any disputes regarding the care or treatment of the dog at least 30 calendar days prior to taking action.

(d) Clients who dispute determinations or actions taken by schools may request the Board convene an arbitration panel composed of up to three neutral arbitrators. Panel members will be selected by the Board's Executive Officer or a person designated by the Board's Executive Officer.

(e) Requests for arbitration must be submitted to the Board in writing no later than 30 days after the school notifies the client of its determination and intended actions.

7222 – Custody of Guide Dog During Dispute

(a) Custody of a dog shall remain with the client pending a resolution of a dispute by the arbitration panel.

(b) A school shall not remove a dog from the client's physical custody without concurrence of the client, except in circumstances where the immediate health and safety of the client, dog, or public is threatened.

(c) In circumstances where the school determines that immediate removal is necessary, prior to removal, the school shall promptly notify the Board of its determination and provide satisfactory evidence to the Board justifying immediate removal.

(d) The school shall not remove the dog from the client's custody until the Board has notified the school it has provided satisfactory evidence of a need to immediately remove the dog.

(e) Upon notice by a school of its intent to immediately remove a dog against a client's wishes, and the concurrence of the Board that satisfactory evidence of the need for immediate removal exists, the Board shall convene an emergency custody arbitration panel, within five business days, consisting of two neutral parties selected by the Board's Executive Officer or a person designated by the Board's Executive Officer, to make a determination regarding custody of the dog pending hearing by the arbitration panel. The emergency custody arbitration panel shall render its findings within one business day. If the emergency custody arbitration panel determines that the dog must be returned to the user pending a determination of the arbitration panel, the school must return the dog within one calendar day.

(f) A guide dog user dissatisfied with the determination of the emergency custody arbitration panel may submit a request for a full hearing before an

arbitration panel within 30 days of the decision of the emergency custody arbitration panel.

7223 – Release of Guide Dog by Law Enforcement

No local law enforcement agency, animal control agency, or private entity contracted with any local government body to provide animal control, shall release a guide dog, which it has taken physical possession of, to a school except upon presentation of concurrence from the Board of the authority of the school to take custody of the guide dog, unless the guide dog user is deceased, has been committed, for any period of incarceration in a local jail or state prison, for any period of pre-trial detention in a local jail, for any period of treatment at a state hospital, for any period of involuntary observation or treatment at any health care provider pursuant to the provisions of the Welfare and Institutions Code, has been adjudicated as incompetent, or has been determined by a physician to be presently incapacitated from making his or her own health care determinations due to medical infirmity of any nature.

In the event none of these permitting circumstances exist, such an entity described may return the dog to the custody of the client or, if the entity has cause to believe that release of a dog to a client would pose an immediate threat to the dog or public, the entity may notify the Board in writing of the circumstances and its intent to transfer possession of the guide dog to the school prior to such transfer, or it may continue to maintain possession of the guide dog until such time as the dispute between the client and the school has been resolved through arbitration or otherwise.

When an animal control entity or law enforcement make such written notification to the Board, the arbitration proceedings shall commence as if the school had given notice to the Board of its intent to take custody and the Board had made a determination that satisfactory evidence exists justifying an emergency custody change.

Written notification may be in any manner, form, or format elected by the animal control entity or law enforcement, provided the manner, form, or format chosen provides actual notice to the Board.

7224 – Out of State Disputes

Licensed schools shall still comply with the requirements of this article when a dispute occurs with a team who resides outside of California.

Additionally, prior to separation of the team, the school shall provide satisfactory evidence that such separation is not a violation of that jurisdiction's laws.

7224 – Process of Arbitration Panel

(a) Each arbitration panel shall decide the best means to determine final resolution in each case. This may include, but is not limited to, a hearing of the matter before the arbitration panel at the request of either party to the dispute, an opportunity for each party in the dispute to make presentations before the arbitration panel, examination of the written record, or any other inquiry as will best reveal the facts of the dispute. In any case, the panel shall make its findings and complete its examination within 45 calendar days of the date of filing the request for arbitration, and a decision shall be rendered within 10 calendar days of the examination.

(2) All arbitration hearings shall be held at sites convenient to the parties and with a view to minimizing costs, including the right to hold meetings electronically or telephonically. Each party to the arbitration shall bear its own costs, except that the arbitration panel, by unanimous agreement, may modify this arrangement.

7225 – Open Meeting Act Exemption

Notwithstanding the provisions of Article 9 (commencing with Section 11120) of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code, relating to public meetings, any arbitration panel described in this article may convene in closed session to receive and consider evidence related to the basis of the dispute between a school and client. An arbitration panel shall only convene in closed session to the extent that it is necessary to protect the privacy of a guide dog user.

7226 – Failure to Comply

(a) A licensed guide dog school that fails to comply with any provision of this section shall automatically be subject to a penalty of two hundred fifty dollars (\$250) per day for each day in which a violation occurs. The penalty shall be paid to the board. The license of a guide dog school shall not be renewed until all penalties have been paid.

(b) The penalty shall be assessed without advance hearing, but the licensee may apply to the board for a hearing on the issue of whether the

penalty should be modified or set aside. This application shall be in writing and shall be received by the board within 30 days after service of notice of the penalty. Upon receipt of this written request, the board shall set the matter for hearing within 60 days.

7227 – Pilot Project Effectiveness

The board may study the effectiveness of the arbitration panel pilot project in expediting resolution and reducing conflict in disputes between guide dog users and guide dog schools and may share its findings with the Legislature upon request.

7228 – Panel Not Involved

The board and its representatives are not parties to any dispute described in this article.

7229 – Waiver for Subsequent Judicial Review

The findings and decision of any arbitration panel shall be final and binding. By voluntarily agreeing to have a dispute resolved by an arbitration panel and subject to its procedures, each party to the dispute shall waive any right for subsequent judicial review.

7230 – Sunset Date

This article shall remain in effect only until January 1, 20XX, and as of that date is repealed.