

International House

Disability Accommodations & Service Dog/Emotional Support Animal Policy & Procedures

Disability Accommodations

- Individuals diagnosed with physical and/or mental impairments qualify as persons with disabilities when their conditions substantially limit them in one or more major life activities.
- International House ("I-House") provides reasonable accommodations to Resident Members with disabilities. Information regarding disability is confidential and is only shared on a need-to-know basis.
- Reasonable accommodations are adjustments to policies, practices, or procedures that facilitate equal access and opportunity for members with disabilities to I-House programs, activities, and services.
- In order to ensure that Resident Members needs are directly linked to these accommodations, I-House may require disability documentation to verify disability status and the need for reasonable accommodations.

Guidelines for Disability Documentation

A Resident Members documentation of a disability must:

- Be sufficiently comprehensive to establish clear evidence of a substantial impact on one or more major life activities.
- Be enough to establish a direct link between the underlying impairment and the requested accommodations.
- Include a description of what mitigating measures the individual has used and whether with such use the individual may still require accommodation to access I-House programs, activities, and services.
- Be issued by a medical or other qualified, licensed professional, unrelated by birth or marriage to the individual, printed on letterhead, dated, signed, and including the professional's licensing information. I-House reserves the right to require that a certified copy of the report be transmitted directly from the evaluator to I-House.
- Include individual's history of receiving reasonable accommodations if such history exists.
- Include specific recommendations for accommodations as well as an explanation as to why each is recommended, as necessary.
- If written in a language other than English, it must be translated and accompanied by a notarized affidavit. All such documentation as well as documentation from outside the United States written in English must follow I-House guidelines.

If the original documentation is incomplete or inadequate to determine the extent of the disability or reasonable accommodation(s), I-House has the discretion to require additional documentation.

Individuals must complete the application process and submit disability documentation before

they may receive accommodations and services.

I-House reserves the right to deny services or reasonable accommodations while the receipt of appropriate documentation is pending.



1. Service Dog and Emotional Support Animal Policy

This policy includes Service Dogs and Emotional Support Animals (collectively "Animals") and covers all International House (I-House) buildings and facilities. The policy serves to ensure that individuals with disabilities who require the use of Service Dogs or Emotional Support Animals as a reasonable accommodation will receive the full benefit of the assistance provided by such Animals.

2. Definitions

- a) **Service Dog** Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. The work or tasks performed by the dog must be directly related to the person's disability. Examples include, but are not limited to, guiding people who are not sighted, alerting people who cannot hear, pulling a wheelchair, alerting/protecting an individual who is having a seizure and reminding an individual to take medication. The provision of emotional support, well-being, comfort, or companionship does not constitute work or tasks under this definition. I-House follows ADA, which only allows dogs or miniature horses to qualify to do work or perform tasks for the benefit of an individual with a disability. I-House generally allows residents with disabilities to bring Service Dogs to International House to perform work or tasks related to a disability.
- b) Emotional Support Animal An Animal that provides emotional support, comfort, or therapy that alleviates one or more identified symptoms or effects of a person's disability. An Emotional Support Animal need not be individually trained or certified to perform any disability-related task. Emotional Support Animals are permitted at I-House if shown to be necessary to afford a resident with a documented disability an equal opportunity to use and enjoy I-House.
- c) **Disability** A documented physical or mental impairment that substantially limits one or more major life activities, or a record of such an impairment.
- d) **Reasonable Accommodation** A modification or adjustment to an I-House policy or program (including housing accommodations) that would allow a qualified individual with a disability to participate in the life of I-House or to perform the essential functions of a position, without fundamentally altering membership or performance requirements.
- e) **Owner** A Resident Member with a disability who uses a Service Dog or an Emotional Support Animal. Owners are responsible for communicating with I-House and following all policies and procedures with respect to their Service Animal.

Pet – A domestic animal kept for personal enjoyment or companionship. Pets are not covered by this policy.

3. Roles and Responsibilities

The Admissions Office is responsible for developing and implementing all necessary procedures, facilitating the use of Service Dogs and Emotional Support Animals by Resident Members with disabilities, and assisting the I-House community with any questions or concerns regarding Service Dogs and Emotional Support Animals. The Office of Global Health and Wellness Services assists Admissions in reviewing the documentation of a disability and request for reasonable accommodation consistent with this policy.

4. How to apply for Service Dog or Emotional Support Animal Accommodation

- a) A Service Dog or Emotional Support Animal is allowed in I-House only if it is necessary because of the Owner's disability. No Service Dog or Emotional Support Animal may be kept on I-House property prior to receiving Admissions approval as a reasonable accommodation under this policy.
- b) Resident Members are permitted to keep Service Dogs or Emotional Support Animals only in a studio or a one-bedroom apartment in I-House North.
- c) Keeping an unapproved Service Dog or Emotional Support Animal at I-House is a violation of I-House policy and may result in disciplinary action up to and including suspension of membership.



d) I-House staff will make a reasonable effort to notify the Resident Members of neighboring units to where the Service Animal will be located.

5. Restricted Areas

I-House may prohibit the use of Service Dogs and Emotional Support Animals in certain locations due to health and safety restrictions, such as areas in which the Animal may be in danger. Restricted areas may include, but are not limited to boiler rooms, areas requiring protective clothing, areas with heavy machinery, and other areas as required by federal, state, or local law. Limited exceptions to these restrictions may be made on a case-by-case basis in consultation with Admissions and the person or department responsible for the restricted area.

6. Owner's Responsibilities

The Owner of a Service Dog or Emotional Support Animal at I-House is responsible for:

- a) Always being in full control of the Animal.
- b) Providing adequate care and supervision of the Animal at the Owner's expense. This includes training, cleanup, disposal of waste, proper hygiene, as well as providing for the health of the Animal, such as vaccination, annual check-ups, and compliance with any licensing requirements. The Animal may not be bathed nor its cage, crate, or bedding be cleaned within I-House facilities.
- c) Assuring the Animal does not cause undue interference or disruption to other Resident Members or staff.
- d) Promptly notifying Admissions in writing if the Animal is no longer needed or is no longer residing at I-House. If the Animal will be replaced, the Owner must file a new request with Admissions.
- e) Permitting scheduled inspection of the Owner's apartment for fleas, ticks or other pests as needed. The owner will be billed for any necessary pest treatment above and beyond standard pest management.
- f) Taking the Animal when leaving I-House for a prolonged period. The owner may not leave the Animal in the care of any other resident overnight.
- g) Providing written consent for I-House to disclose information related to the request and presence of the Animal to relevant parties impacted by the presence of the Animal, including but not limited to health professionals, senior staff, public safety, and housekeeping. This will be restricted to information related to the animal and not specific to the Owner's disability.
- h) Providing a written Animal Care Plan to Admissions. I-House assumes no liability for the care or feeding of any Service Animal. I-House staff will not be required to provide care or food for any Service Animal including, but not limited to, removing the animal during emergency evacuations.
- i) Identifying two people who do not reside at I-House who can take responsibility for the Animal within 12 hours, in the event the Owner is unable to provide care to the Animal.

The Owner will be liable for any harm caused by the Animal, including bodily injury or property damage. This responsibility includes, but is not limited to, any expenses incurred for pest control, maintenance, or cleaning above and beyond standard costs. Any such costs will be due at the time of repair and/or move-out, and the House shall have the right to bill the Owner for any unmet obligations.

7. Removal of Service Dogs or Emotional Support Animals from International House

- a) I-House reserves the right to remove or exclude a Service Dog or Emotional Support Animal from I-House if:
 - i. The Animal poses a direct threat to the health and safety of others;
 - ii. The Animal is in poor health;
 - iii. The Owner is unable to control the Animal;
 - iv. The Owner fails to comply with the responsibilities under this Policy; or



- v. The Animal creates an unmanageable or unreasonable disturbance or interference with the I-House community.
- b) If an Owner is asked to remove an Animal from I-House, the Animal must be removed within 48 hours. If the Owner fails to remove the Animal within 48 hours, I-House reserves the right to remove the Animal and place it in the care of an animal shelter at the owners expense.
- c) Should an Animal be removed from the premises for any reason, the Owner is expected to fulfill their housing obligation for the remainder of current Resident Membership Agreement.

8. Information Specific to Service Dogs

- a) Resident Members who have a disability that requires the assistance of a Service Dog are permitted in all areas of I-House where Resident Members are generally allowed.
- b) When it is not obvious what service the Service Dog provides, the Owner may be asked whether the Dog is required because of a disability, and what task the Dog is trained to perform. The Owner need not present proof or documentation of the nature of their disability or the training or certification of the Service Dog.
- c) A Service Dog must be kept on a harness, leash, or other tether at all times, unless the Owner is unable to use such a tether due to a disability or the use of a tether would interfere with the Animal's ability to safely and effectively perform its duties. A Service Dog must wear a leash, harness, cape, or other marker identifying it as a Service Dog at all times when at I-House.

9. Information Specific to Emotional Support Animals

- a) To bring an Emotional Support Animal to I-House, the Owner must contact Admissions *no less than 4 weeks* prior to the Animal's arrival to request an Emotional Support Animal as a reasonable accommodation. If a request is made *less than 4 weeks* prior to the Animal's arrival, I-House cannot guarantee that accommodations can be made for that term. Generally, requests for an Emotional Support Animal cannot be made for the current semester once it has commenced.
- b) The Owner must provide medical documentation from a healthcare professional demonstrating the need for the Emotional Support Animal and submit an information form for their Animal.
- c) Emotional Support Animals are not permitted in areas other than the Owner's assigned studio or one bedroom apartment without prior approval, which may be granted on a limited case-by-case basis by Admissions? Programs?. An Emotional Support Animal must be kept on a harness, leash, or other tether at all times when not in the Owner's assigned studio or one-bedroom.
- d) Admissions, assisted by the Office of Global Health and Wellness, will make a determination of whether the request for an Emotional Support Animal is reasonable, and will consider the following factors:
 - i. Safety concerns, such as containment or aggressive behavior, that cannot be sufficiently mitigated in communal living situations;
 - ii. Whether the Animal's presence would cause another Resident Member unreasonable hardship (e.g., serious allergies);
 - iii. Whether the Animal's vaccinations are up to date;
 - iv. Whether the Animal presents health risks from zoonotic diseases (diseases that animals may pass to humans, e.g., ringworm, Lyme disease, rabies, salmonellosis).
 - v. Whether the Animal's presence otherwise violates other Resident Members' right to peaceful and quiet enjoyment;
 - vi. Whether the Animal is housebroken and otherwise able to live with others in a reasonable manner;
 - vii. Whether the Animal causes or has caused excessive damage to housing beyond reasonable wear and tear.

Please contact <u>Admissions</u> with any questions or concerns relating to any Service Dog or Emotional Support Animal.



Service Dog and Emotional Support Animal Approval Process

Service Dogs and Emotional Support Animals (ESA) must be approved by I-House as a reasonable accommodation for individuals with a disability. Misrepresenting a pet as a Service Dog or ESA is both unethical and illegal in some states. Documentation from a licensed health professional is required to qualify for an ESA.

To request a reasonable accommodation please submit the following to <u>admissions@ihouse-nyc.org</u>:

- 1. The Service Dog and Support Animal Registration Form
- 2. Documentation of the disability*
- 3. Verification of the Animal's good health, including vaccination records**
- 4. Written Animal care plan

Requests must be made in writing four (4) weeks prior to arrival at I-House.

Decisions are generally issued within **10 business days** after receipt of all materials listed above.

*Documentation of disability must be no older than 6 months and should generally include:

- 1. The verification of the individual's disability from a licensed health professional with the professional's license information.
- 2. A statement on how the Animal serves as an accommodation for the verified disability.
- 3. Statement on how the need for the Animal relates to the ability of the individual to use and enjoy the living arrangements provided by I-House.

**Acceptable verification is a veterinarian's statement certifying that the Animal is in good health and that all required vaccinations in accordance with local ordinances and regulations are up to date. The Animal must be immunized against diseases common to that type of Animal.

I-House will not accept documentation generated from fee-for-service entities whose business purpose is to supply assistance animal certification via online questionnaires and/or Internet or phone interviews. The healthcare professional providing the documentation must have a bona fide treatment relationship with the individual. I-House has sole discretion to determine whether a treatment relationship meets this criterion. Only one Service Dog or ESA can be approved at a time, with limited exceptions for small animals that can be housed in one enclosure.

Approvals are granted for one academic year and require annual renewals. Animals that are not approved may not enter I-House.



Service Dog and Emotional Support Animal Registration Form

Members must submit the Service Dog and Emotional Support Animal Registration Form <u>and</u> supplemental documentation as directed by Admissions.

Owner	r's Name:		
Owner	r's Phone:		
Owner	r's Email:		
Servi	ce Dogs Only:		
1. 2.	My Service Dog is required because of my disability List tasks/work your Service Dog is trained to perform:	TYES	□ NO
	a. Task:		
	b. Task:		
Emoti	onal Support Animals Only:		
3.	My Animal is an Emotional Support Animal	☐ YES	□ NO
4.	Indicate below the symptoms of your disability, the assistant those symptoms and why the Animal is necessary for you to		
	ervice Dogs and Emotional Support Animals: Date you wish to bring your Service Dog or Emotional Supp	port Animal to I-F	House:
6.	Do you already live at I-House House?: YES NO		

a. If yes, please provide your last room or apartment number:______



	b.	If no, please indicate your move-in date:
7.	Do yoι	already own the Animal? 🛛 YES 🗌 NO
	If No i	ndicate date when you will obtain Animal:
8.	Type o	f Animal:
	🗌 a.	Dog
	□ b.	Cat
	🗌 с.	Other:
9.	Breed	of Animal (if applicable)
10.	Weigh	t of Animal (approximate)
11.	Physic	al Description of Animal (e.g., coat color):
12.	Name	of Animal:
	D1	
13.	Please	also insert a photo of the Animal below or attach separately.
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- g. Secondary AEC Phone Number: _____
- h. Secondary AEC Email Address: ____

i. Is this AEC a business? YES NO

ii. If yes, please indicate by initialing below that you have established an account with this business for the care of your Animal:_____

By your signature below, you certify that the information provided above and in the supplemental documentation is true, complete, and correct to the best of your knowledge. You also acknowledge your receipt and review of the Service Dog and Emotional Support Animal Policy and your agreement to comply with that policy, including, without limitation, the Owner's responsibilities set forth therein:

Signature:_____

_Date: _____