Disability Policies

1. Disability Policy
2. Assistance Animal Policy
Disability is defined by the Americans with Disabilities Act of 1990 as "a physical or mental impairment that substantially limits one or more major life activities." An individual may also qualify as disabled if he/she has had impairment in the past or is seen as disabled based on a personal or group standard or norm. Such impairments may include physical, sensory, and cognitive or intellectual impairments. Mental disorders (also known as psychiatric or psychosocial disability) and various types of chronic disease may also be considered qualifying disabilities. A disability may occur during a person's lifetime or may be present from birth.

The Icahn School of Medicine at Mount Sinai’s (which includes the School of Medicine and Graduate School of Biological Sciences) Student Disability Services (SDS) are dedicated to providing equal educational opportunities for students with physical, learning and psychiatric disabilities. The Icahn School of Medicine recognizes its obligations under Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990, as amended. The policy of the school is that no qualified student with a disability will be excluded, denied participation or subjected to discrimination from any program or activity.

The Disability Officer (DO) manages all curricular, academic and student affairs-related aspects of the student’s needs by working with faculty and administrators to provide services to students with disabilities. The role of the DO is to assist students in obtaining the services and accommodations required to ensure equal access to all aspects of the student experience and to assist the school in meeting its compliance obligations. The DO is the only person authorized to determine accommodations to students on behalf of The Icahn School of Medicine. The DO will consult with a member of the appeals committee when an accommodation may not be feasible or appropriate for a specific course or program requirement or in the event that the accommodation would result in a fundamental alteration of an essential aspect of the student’s program. Decisions regarding accommodations are made through an interactive process with the DO and the student, and may involve faculty, clerkship directors, members of the appeal committee and outside experts from student health or student mental health services as needed.

Appropriate accommodations are determined following an individualized assessment of each request and discussion with the Disability Officer. The following factors are considered in determining appropriate accommodations:

- The nature and functional impact of the student's disability;
- History of accommodations;
- The necessity of the requested accommodations and possible alternative accommodations;
- Whether the requested accommodations will alter the essential requirements of the course or program.

Students seeking accommodations or support services at Icahn School of Medicine are required to register with Student Disability Services through the DO. Accommodations will not be granted until the student
has completed the registration process and accommodations once approved are not retroactive. The general registration process is as follows:

**Contact SDS**

Current and prospective students should call (212) 241-4785 or email the DO, Christine Low, (christine.low@mountsinai.org) to schedule an intake appointment. Appointments can take place via phone or in person. This information is found on the website, and students are notified about Student Disability Services at the time of admittance, and during the pre-matriculation process.

**Provide documentation of your disability**

Students are encouraged to send their disability documentation to the DO in advance of their intake appointment, but can also bring documentation to the appointment.

The supporting documentation must:

- be current (within the past 3 years);
- be in the form of a letter from an appropriately credentialed professional, physician and/or school;
- include medical information that describes the limitations of the disability;
- include evaluation/diagnostic test results used to make the diagnosis;
- indicate the requested accommodation with an explanation of its relevance to the disability.

Students are encouraged to provide whatever documentation they have for evaluation.

The School also maintains the option of seeking a second, professional opinion regarding documentation presented to verify disabilities.

Documentation accepted by the DO is valid as long as a student is continuously enrolled at the School. However, if there is a break in the student's enrollment, s/he may need to present updated documentation to the DO in order to receive disability services.

The application, supporting documentation and information from verbal discussions with the student will be kept on file with the DO. In accordance with FERPA, information from the file will only be shared with other institutional personnel when there is a legitimate educational need to know. Documentation is saved for six years after student leaves the school.

The student is responsible for any costs or fees associated with obtaining the necessary documentation to support his/her claim.

Students who do not have documentation of their condition, and/or who believe they have an undiagnosed condition, should contact the DO to discuss their circumstances further.

**Make a formal request for accommodations**

Students must complete the request for accommodations form-Disability Services and Request for Accommodations Form:

[Accommodation Request Form](#) (this form is located on the ISMMS website)

Students are encouraged to submit the completed form to the DO in advance of the intake appointment, but can bring the completed form to the intake appointment, or complete it during or after the meeting.
Determine eligibility and accommodations

The DO will review requests for accommodations, taking into consideration the information provided during the intake meeting with the student, submitted disability documentation, and the requirements of the academic program to determine eligibility for services and, if appropriate, recommend specific accommodations.

Accessing recommended accommodations

Students found eligible for accommodations, are required to meet with the DO provider to obtain an accommodation letter and review the policies and procedures regarding the provision of accommodations at Icahn.

After receiving a letter of approved accommodations the student must schedule a time to meet with instructors to deliver the accommodation letter and discuss granted accommodations. Students are responsible for notifying the DO immediately if there are any problems receiving accommodations, or if a student feels s/he have been discriminated against or treated differently in any way.

Students are required to meet with the DO annually to review accommodations.

Disability Appeals Procedure

Applicability

The appeals procedure set forth below is designed to address disputes concerning the following:

1. Disagreements regarding a requested service, accommodation, or modification of an Icahn School of Medicine practice or requirement;
2. Inaccessibility of a program or activity.

Appeals Committee

The Icahn School of Medicine’s Appeals Committee is responsible for administering the appeals procedure. The Appeals Committee has six voting members; the Director of Enrollment Services, two members from the Medical School-appointed by the Dean, two members from the Graduate School-appointed by the Dean; as well as the DO. Additional members from student health or student mental health may be asked to participate in the review of cases requiring specialized knowledge as needed. Disability-related law and Icahn policy prohibit retaliation in any form against persons who file complaints.

Informal Resolution

Prior to initiating the formal appeals procedure set forth below, the student should, in general, first discuss the matter orally or in writing with the DO. When the DO is notified that a student’s approved accommodations have not been provided by the onsite instructor the DO is required to notify the Dean. If no resolution results, or if direct contact with the DO is inappropriate under the circumstances, the student should initiate an appeal.

Appeals

Appeals must be filed as soon as possible, but in no event later than 10 days after the end of the semester.
in which the concern arose.
Appeals must be filed in writing and include the following:

a. The grievant’s name, address, email address and phone number;

b. A full description of the problem;

c. A description of what efforts have been made to resolve the issue informally;

d. A statement of the remedy requested.

The appeal should be submitted to Director of Enrollment Services.

The Appeals Committee, will review the provided information, supporting documentation from the student’s file and meet with the student. It may be necessary to gather additional documentation, speak with faculty, clerkship directors or speak with a student’s services provider.

Findings
Upon completion of the review, the DO will prepare and transmit to the student a final report containing a summary of the investigation, written findings, and a proposed disposition. This report will be expected within 60 calendar days of the filing of the appeal. The deadline may be extended by the DO for good cause.

Final disposition
The disposition proposed by the Appeals Committee will be put into effect with deliberate speed.

Students may also seek resolution through the Office of Civil Rights of the Federal Department of Education
Online: www.ed.gov/about/offices/list/ocr/complaintintro.html
E-mail: ocr@ed.gov
Assistance Animals Information and Agreement Form

The Icahn School of Medicine at Mount Sinai (“Mount Sinai” or the “School”) recognizes the importance of “Service Animals” as defined by the Americans with Disabilities Act Amendments Act (“ADAAA”) and the broader category of “Assistance Animals” under the Fair Housing Act (“FHA”) that provide physical and/or emotional support to individuals with disabilities. The School is committed to allowing individuals with disabilities the use of a Service Animal on campus to facilitate their full participation and equal access to the School’s programs and activities. The School is also committed to allowing Assistance Animals that are necessary to provide individuals with disabilities and equal opportunity to use and enjoy Mount Sinai housing unless doing so would pose an undue administrative or financial hardship.

This Policy explains the specific requirements applicable to an individual’s use of an Assistance Animal in Mount Sinai housing. The School reserves the right to amend this Policy as circumstances require. This policy applies solely to Assistance Animals as defined by the FHA that may be necessary in Mount Sinai housing. It does not apply to Service Animals as defined by the ADAAA.

The School will not retaliate against any person because that individual has requested or received a reasonable accommodation in Mount Sinai housing, including a request for an Assistance Animal.

Definition of Assistance Animal

Assistance Animals (“AA”) are a category of animals that may work, provide assistance, or perform physical tasks for an individual with a disability and/or provide necessary emotional support to an individual with a mental or psychiatric disability that alleviates one or more identified symptoms of an individual’s disability, but that are not considered Service Animals under the ADAAA. Some AAs are professionally trained, but in other cases AAs provide the necessary support to individuals with disabilities without any formal training or certification.

The question in determining if an AA will be allowed in Mount Sinai housing is whether or not the AA is necessary because of the individual’s disability to afford the individual an equal opportunity to use and enjoy Mount Sinai housing and whether its presence in Mount Sinai housing is reasonable and would not pose an undue administrative or financial burden. The request may also be denied if the specific AA in question (1) poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation or (2) would cause substantial physical damage to others. However, even if the individual with a disability establishes necessity for an AA and it is allowed in Mount Sinai housing, an AA is not permitted in other areas of the School (e.g. academic facilities, labs, dining facilities, libraries, etc.).

The School will not limit housing assignments for individuals with AAs to any particular building or buildings based on an individual’s need for an AA because of a disability. However, the School reserves the right to assign an individual with as appropriate to ensure that the presence of AAs is not an undue administrative burden or fundamental alteration of Mount Sinai housing.

Removal of Assistance Animal
The School may require the removal of an AA from Mount Sinai housing if:

1) the animal poses a direct threat to the health or safety of others;

2) the animal is not housebroken or is unable to live with others in a reasonable manner, including causing damage to the property of others;

3) the animal causes or has caused excessive damage to Mount Sinai housing beyond reasonable wear and tear;

4) the owner does not comply with the owner’s responsibilities set forth below; or

5) the animal or its presence creates an unmanageable disturbance or interference with the School community.

The School will base such determinations upon the consideration of the behavior of the particular animal at issue, and not on speculation or fear about the harm or damages an animal may cause. Should the AA be removed from the premises for any reason, the owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

Owner’s Responsibilities for Assistance Animal

I have been approved to have an AA in my Mount Sinai housing and agree to abide by the following requirements as it relates to my AA.

I will:

1) Comply with local ordinances and state laws governing my AA. This includes but is not limited to, maintaining all required identification tags, licensing, and vaccinations and keeping such records current. I will be responsible for ensuring that all standard vaccinations are completed and documented and the documentation is provided to the school. In addition, documentation that indicates that the AA has been examined by a veterinarian and that it doesn’t have communicable diseases, fleas or parasites will be obtained and will be provided to the School. This documentation will be provided prior to moving into Mount Sinai housing with the AA. In addition, I will ensure that my AA continues to have the needed vaccinations, preventive medicines, and examinations, and that this information will be provided annually to the school in for as long as I reside in Mount Sinai housing with the AA.

2) Appropriately care for and supervise the AA (including, but not limited to, providing the necessary food, water, shelter, exercise). I will not abuse, mistreat or neglect the AA, or allow others to abuse or mistreat the AA. Any evidence of mistreatment, abuse, or neglect may result in immediate removal of the AA and/or discipline for the responsible individual. School personnel shall not be required to provide care or food for the AA including, but not limited to, removing the animal during an emergency evacuation such as a fire alarm. Emergency personnel will determine whether to remove the animal and may not be held responsible for the care, injury to, or loss of the animal.

3) Clean up and dispose of all waste (both indoors and outdoors) in a timely and effective method as indicated by the School and, when provided, must use animal relief areas designated by the School.

4) Not leave the AA alone or unattended for an extended period of time. In most cases, the AA should not be left for more than 12 hours.
5) Kennel, crate, cage, or secure the tank of the animal (as appropriate, based on the type of animal and the animal’s size and needs) when unattended.

6) Not allow the AA to disturb, annoy or cause any nuisance to other members of the community. I will prevent odors, noise, damage or other disruptive conduct that disturbs members of the community or damages the premises.

7) Use the most direct entry and exit route to and from my room/floor when entering or exiting the building with my AA. I will keep my AA properly restrained (e.g. on a harness or leash not extended more than 4 feet in length or in an appropriate carrier) when entering and exiting my room. I will not allow my AA to be in any other residence hall room, bathroom, laundry facility, indoor recreational room, computer lab, study room, floor lounge, hallway or other public area. I will not take my AA inside any other building on campus.

8) Prevent the AA from interfering with routine activities of the residence hall or from causing difficulties for students who reside in the building and be sensitive and accommodating to individuals with allergies and/or fear of animals.

9) Be financially responsible for any additional cleaning that is needed or damage that occurs as a result of having an AA in housing (beyond any reasonable wear and tear). This could include, but is not limited to, replacement of furniture, mattresses, flooring (including carpeting), windows, window treatments, screens, and wall coverings. I will be financially responsible for the removal fee incurred if the School deems it appropriate to remove my AA from housing.

10) Notify the Director of Disability Services if the AA is no longer required and/or present in housing and/or re-submit documentation to that office if I seek to have a different AA.

11) Abide by all other School policies regarding student housing.

12) Provide the name and contact information of someone local who is available to be contacted 24/7 in the case of an emergency to care for my AA. This emergency contact may not be another student residing in school housing except with prior written approval of the School. Note: If the emergency contact is a student that student must comply with all housing policies including restrictions on pets.

13) Fulfill all obligations to my housing contract for the remainder of the contract, even if my AA is removed.

14) When relevant, specifically discuss and set boundaries regarding the AA with any roommate(s), suitemate(s), and/or floor mates. This includes notifying and gaining permission from roommates in the event that someone else will be called on to pick up and remove the animal to care for it.

15) Consent to the inspection of my student residence for fleas, ticks, or other pests as needed. Any inspections will be scheduled in advance by property management. If fleas, ticks, or pests are detected, the residence will be fumigated through approved methods by property management or an outsourced pest control service. If pest treatment is needed, I am financially responsible. If the problem is ongoing or reoccurring, I understand that my housing agreement may be terminated and/or the AA removed. I will also take my AA for examination and treatment by a veterinarian for fleas, ticks or other pests and provide documentation that either none exist or any issue has been fully and successfully treated.

By signing this form I understand the School:

1) Assumes no responsibility for the care and supervision of the AA.

2) Retains the right to inspect the student residence of the AA and/or the AA when deemed prudent and determine if the AA should be removed.
3) Will remove the AA within 48 hours if it poses a direct threat to the health and safety of persons in student housing or causes physical damage to the property. The student will be billed for any costs associated with the removal of the AA and/or damage caused by the AA.

4) Will consider a release from the housing contract only if the student follows the contract release request procedures.

By signing this form I further agree to the release of information to any potential roommate(s), suitemate(s), floor mates, or others who may be impacted by the AA regarding the presence of the AA and basic information about the animal. Such information shall not include information related to the nature of your disability.

Student signature: ________________________________  Date: ____________________
The following information must be provided:

Animal’s Name__________________________________ Type of animal: ____________________
Breed: _________________________ Coloring/Markings: _________________________________
Age: ____________ Weight: ______________ Gender: ___________ Spay/Neuter: yes ☐ no ☐
License #: ___________________
_____ Vaccination verified. Date of vaccinations: ______________________________________
_____ Veterinarian exam verified. Date of exam: ____________

Emergency contact person:

Name: _________________________________________________________
Phone Number(s): _______________________________________________
Email Address: _________________________________________________
Postal Address: _________________________________________________

Notes: