

## ICAHN SCHOOL OF MEDICINE AT MOUNT SINAI STUDENT DISABILITY SERVICES

The Icahn School of Medicine at Mount Sinai's (which includes the Medical Education program and Graduate School of Biomedical Sciences) Student Disability Services (SDS) are dedicated to providing equal educational opportunities for students with physical, learning, psychological, sensory and chronic health disabilities. 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. ISMMS also has a strict non-retaliation policy. Students will not be penalized in any way for requesting an accommodation or appealing any denial of an accommodation. Reports of retaliation should be made to the Director of Student Disability Services (Director), or the Senior Associate Dean for Enrollment Services.

The Director 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 Director is to assist students in obtaining the services and accommodations required to ensure equal access to all aspects of the student experience. The Director and SDS staff are the only people authorized to determine accommodations for students on behalf of the Icahn School of Medicine. Decisions regarding accommodations are made through an interactive process between SDS personnel and the student, and may also involve faculty, members of the Student Disability Appeal Committee and experts (both internal and external) from student health, student mental health services, or other appropriate disciplines as needed.

Appropriate accommodations are determined following an individualized assessment of each request and discussion with SDS personnel. The following factors are considered in determining appropriate and reasonable 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;
- Whether the requested accommodation causes an undue burden on the institution.

Students seeking accommodations or support services at Icahn School of Medicine are required to register with the SDS office. Accommodations are only granted after the student has completed the registration process. It is important to note that accommodations are not retroactive, so students are encouraged to complete the registration process as early as possible.

### **Registration Process**

The general registration process is as follows:

1. Contact SDS

Current and prospective students should call (212) 241-4785 or email the Director, Christine Low, ([christine.low@mssm.edu](mailto:christine.low@mssm.edu)) to schedule an intake appointment. Appointments can be scheduled as virtual or in person. This information is also found on the website, and students are notified about SDS at the time of admittance, and during the pre-matriculation process.

2. Provide documentation of your disability

Students are encouraged to send their disability documentation to the Director in advance of their intake appointment, but can also bring documentation to the appointment. Written documentation should be typed in English and be on letterhead, signed, and dated. Provided documentation must draw a logical, clear connection between the functional limitations or impact of the disability and the requested accommodation. Some accommodation requests will need further documentation, and DS will inform students what additional documentation is needed.

The supporting documentation must:

1. Be current (approximately within the past 3 years);
2. Be in the form of a signed letter (on letterhead) from an appropriately credentialed professional, physician and/or school
3. Include medical information that provides a disability diagnosis and describes the functional limitations of the disability, including symptom triggers, severity and prognosis;
4. Include evaluation/diagnostic test results used to make the diagnosis;
5. Indicate the requested accommodation with an explanation of its relevance to the disability.

**When providing documentation for an ESA please use the [ESA documentation form](#)-see [Housing Accommodations](#)**

Students are encouraged to provide whatever documentation they have for evaluation. The School maintains the option of seeking a second, professional opinion regarding documentation presented to verify disabilities.

Documentation accepted by the Director is valid as long as a student is continuously enrolled at the School. If there is a break in the student's enrollment, s/he may need to present updated documentation to the Director in order to receive disability services. The application, supporting documentation and information from verbal discussions with the student will be kept on file in the SDS office. 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 retained for six years after the student leaves the school. The student is responsible for providing the necessary documentation to support their claim. Students who do not have documentation of their condition, and/or who believe they have an undiagnosed condition, should contact the Director to discuss their circumstances further.

### **Make a formal request for accommodations**

Students must complete the [Disability Services Request for Accommodations Form](#) (this form is located on the ISMMS website).

Students are encouraged to submit the completed form to the Director 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 Director 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 SDS personnel to obtain an accommodation letter and review the policies and procedures regarding the provision of accommodations at the School.

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 Director immediately if there are any problems receiving accommodations, or if a student feels he/she has been discriminated against or treated differently in any way.

Students are required to meet with SDS personnel annually to review accommodations.

## **Disability Appeals Procedure**

### Applicability

Students may appeal decisions of the SDS office regarding a requested service or accommodation using the procedures described below.

### Informal Resolution

In general, before initiating the formal appeals procedure set forth below, the student should first discuss the matter orally or in writing with the Director. If no resolution results, the student may initiate an appeal.

### Student Disability Appeals Committee

The Icahn School of Medicine's Student Disability Appeals Committee (SDAC) is responsible for administering the appeals procedure. The Appeals Committee will be composed of at least three voting members, and must include representatives from Medical Education and the Graduate School. The Associate Dean for Enrollment Services will appoint the Appeals Committee members. No member may have a treating or evaluative role with the student making the appeal. The Appellant will be given a list of appointed committee members and may object for cause to any member within 2 business days of receiving the list.

### Appeal and Decision

Appeals must be submitted in writing to the Associate Dean for Enrollment Services as soon as possible, but in no event later than 10 days after the decision being appealed has been communicated. Appeals must include:

- a. The Appellant's name, address, email address and phone number;
- b. A full description of the basis for the appeal;
- c. A statement of the remedy requested.

The SDAC will review the submitted information, and any other information that it deems necessary to consider the matter. The SDAC may interview others and may ask to speak with the professional who provided the documentation supporting the disability claim. The Appellant will also be interviewed. The Appellant may request to bring a representative with him or her to the interview. This request must be submitted in advance to the SDAC Chair for approval. The representative may not participate in the appeal or address the SDAC. Upon completion of the review, the SDAC Chair will prepare and transmit to the Appellant a final decision as to whether the service or accommodation offered was reasonable and appropriate.



## **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. A student may be approved for an ESA without approving a specific ESA animal. In determining approval for a specific ESA animal the following will be taken into consideration. The size and type of the animal, size of the enclosure and risk of the animal escaping the enclosure. The request may 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, (2) potential transmission of zoonotic diseases, or (3) would cause substantial physical harm to others or damage to physical facilities. 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 an AA as appropriate to ensure that the presence of AAs is not an undue administrative burden or fundamental alteration of Mount Sinai housing. No Assistance Animal may be kept in Aron Hall or shared apartments in other Mount Sinai owned housing at any time prior to the individual receiving approval as a reasonable accommodation pursuant to this Policy

#### 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, or potential transmission of zoonotic diseases;
- 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 occupancy agreement.

#### Owner's Responsibilities for Assistance Animal

I have been approved to have an AA in Aron Hall or shared apartments in other Mount Sinai owned 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 Aron Hall or shared apartments in other Mount Sinai owned housing with the AA. In addition, I will ensure that the AA continues to have the needed vaccinations, preventive medicines, and examinations, and that this information will be provided annually to the school for as long as I reside in Aron Hall or shared apartments in other Mount Sinai owned 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) Not bath the AA or clean the AA's habitat and other care related equipment in school facilities.
- 4) Not bring live food into school facilities nor store, comingle or prepare food for the AA in the apartment/suite's kitchen.
- 5) 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, use animal relief areas designated by the School.
- 6) Not leave the AA unattended for an extended period of time. In most cases, the AA should not be left for more than 12 hours. Remove the animal from the residence if I leave the residence for any reason, including vacations, breaks or away rotations.
- 7) Contain the AA within the Owner's privately assigned individual living accommodations (e.g., room) except to the extent the individual is taking the animal out for natural relief.
- 8) Kennel, crate, cage, or secure the tank of the AA in my room (as appropriate, based on the type of animal and the animal's size and needs) when unattended.
- 9) 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.
- 10) Use the most direct entry and exit route to and from my room/floor when entering or exiting the building with the AA. I will keep the 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 the AA to be in any space outside my bedroom including public space in my apartment/suite including shared bathroom, other residence building space, laundry facility, indoor recreational room, computer lab, study room, floor lounge, hallway or other public area. I will not take the AA inside any other building on campus.
- 11) Prevent the AA from interfering with routine activities of the residence building 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.
- 12) 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 the AA from housing.
- 13) 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.
- 14) Abide by all other School policies regarding student housing.
- 15) 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 the 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.
- 16) Fulfill all obligations of my housing occupancy agreement, even if the AA is removed.

- 17) 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.
- 18) Consent to the inspection of my student residence for fleas, ticks, or other pests as needed. 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 immediately 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 occupancy agreement only if the student follows the 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 my 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: