

These guidelines address animals utilized for disability purposes. It is the purpose of these guidelines to articulate the conditions under which animals may or must be permitted access to NYCDA Residences.

In accordance with Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990 ("ADA"), and state and local law, NYCDA Residences will accommodate persons with disabilities who require the assistance of a qualified service animal or an assistance animal. All requests for service animals or emotional support animals must be processed by the Resident Director and the Director of Student Services. This document *does not* address service animals, which are defined by the ADA as; any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability including physical, sensory, psychiatric, intellectual, or other mental disorder.

DEFINITIONS:

- **Service Animal:** Service animal means any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained, or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability. Examples of work or tasks include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.
- **Emotional Support Animal (ESA):** HUD uses the term "Assistance Animal". Animals utilized by individuals with disabilities for emotional support, well-being, or comfort. Because they are not individually trained to perform work or tasks, support animals are not service animals. Unlike a service animal, assistance animals do not assist with daily living tasks. Therefore, assistance animals stay only in residence: they do not accompany the individual with a disability at all times (i.e. assistance animals do not attend class, enter the study areas or visit the lounges or gym).
- **Individual with a Disability:** An individual with a disability is a person who 1) has a physical or mental impairment that limits one or more of a person's major life activities or 2) has a record of having, or being perceived as having, a physical or mental impairment.
- **Pet:** A "pet" is an animal kept for ordinary use and companionship. A Pet does is not considered a Service or Emotional Support Animal. Students are not permitted to keep or bring pets to NYCDA Residences.

REQUESTING AN EMOTIONAL SUPPORT ANIMAL (ESA):

A request for a service animal must include:

1. **Complete a Request for Reasonable Housing Accommodation(s) Form:** Completed request forms must be submitted to the Resident Director and Director of Student Life. A copy of the *Request for Reasonable Housing Accommodation(s) Form* is available by emailing studentservices@nycda.edu.
2. **Documentation of Disability:** Residents seeking the use of an ESA in the residence based on a previously diagnosed disability must submit the Mental Health Provider Form by a licensed Psychiatrist, Psychologist, or other licensed mental health professional qualified under the HUD's Section 504 and the Fair Housing Act (FHA). Documentation MUST include the professional's license number and signature. Handwritten prescriptions will NOT be accepted.
3. **ESA Health Documentation:** Documentation that the ESA complies with all required New York State and New York City requirements associated with licensing, vaccinations, and other health regulations. ALL ESA's must have an animal well care visit with a licensed veterinarian. All vaccinations must be current and applicable animals must wear a current rabies vaccination tag. ESA owners must provide satisfactory documentation from a veterinarian at the start of each academic year to remain in compliance. Documentation must be typed on professional letterhead and include the veterinarian license number and signature.
4. **Proof of Ownership:** Residents requesting an ESA must provide proof of ownership of the requested animal in the form of proof of purchase or license when applicable.
5. **Review Process:** The review process typically takes up to 7 business days. Requests for ESA's will not be reviewed until documentation of both current disability and ESA health, as well as proof of ownership is received.
6. **Intake Interview:** A new Request for Reasonable Housing Accommodation(s) must be completed for each new academic year. This interview can take place over the phone and is conducted by the Resident Director or Director of Student Services.
7. **Notification:** The resident will be notified via email of the decision. If approved, the resident will be asked to sign a contract confirming the responsibilities of the ESA owner.

RESPONSIBILITIES OF THE OWNER OF EMOTIONAL SUPPORT ANIMAL

Emotional Support Assistance Animals: must be contained within the privately assigned residential room at all times, except when transported outside the private room in an animal carrier or controlled by leash or harness. ***Assistance Animals may not accompany resident to common areas including: lounges, study rooms, vending areas, screening rooms, lobbies, laundry rooms, offices or kitchen.***

The responsibilities of the Owner of the ESA are as follows:

1. Assure that the animal does not unduly interfere with the routine activities of the residence or cause difficulties for students who reside there. The owner must always be in control of the animal. ESA's should not disturb, annoy, or cause a nuisance for other members of the residential community.
 - a. Emotional Support Animals must be well-behaved and properly trained, this includes no barking, whining, scratching, chewing or aggression. The Owner is responsible at all times for the actions of his/her ESA.
 - b. The owner is responsible for any odors, noise, damage or other conduct of his/her ESA that disturbs or damages the property.
 - c. Any animal that is in poor health may be required to be removed from the property.
 - d. Animals that engage in aggressive behavior will be required to leave the residence immediately. The resident will be required to remove the animal if it exhibits unruly, excessive noise, disruptive, or threatening behavior.
2. The owner is financially responsible for the actions of the animal, including bodily injury or property damage. The owner's responsibility covers but is not limited to replacement of furniture, carpet, window, wall covering, and the like. The owner is expected to cover these costs at the time of repair, including after the resident and ESA vacate the premises. NYCDA shall have the right to bill the student owner's account for unmet obligations.
3. All approved animals must be housebroken. The owner is responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal in outdoor areas. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces.
4. Any hair/fur/molting from care of ESA is to be placed in a sturdy plastic bag and securely tied up before being disposed of in appropriate space to be sensitive to those who have allergies.
5. For the overall health and well-being of the animal. This includes but is not limited to any medical care and vaccinations.
6. Approved animals may not be left overnight in the NYCDA housing to be cared for by another resident. Animals must be taken with the student if they leave campus for any period of time.

7. The owner agrees to continue to abide by all other residential policies. Reasonable accommodation which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.
8. All ESA food must be stored in an air-tight container.
9. Any maintenance/service requests must be handled by maintenance staff when the resident is present unless the owner and animal vacate the room, or the animal is appropriately housed in a restricted cage. Resident may have to make arrangements to be present during regular maintenance hours of 9:00am – 5:00pm if this cannot be arranged.
 - a. The Owner will be financially responsible for expenses incurred above a standard cleaning or for the repairs to the residential premises, including losses, liability, claims and harm to others caused by the ESA.
10. All housing units are with multiple residents. All residents in an apartment must be willing to live with a qualified assistance animal. If it is not possible to find other residents willing to live with an assistance animal, the Owner may be required to reserve a single room and will be financially responsible for the cost difference.

The Residential Director and/or Director of Student Services has the ability to relocate owner and approved animal as necessary according to current contractual agreements. Any violation of the above rules or incidence of other violations may result in immediate removal of the animal from NYCDA Residences and may be reviewed by the Residential Director and Director of Student Services. Should the approved animal 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.

REMOVAL OF EMOTIONAL SUPPORT ANIMAL:

NYCDA may require the Owner to remove the ESA from the residence if any of the following occur:

1. The ESA poses a direct threat to the health and safety of others or causes damage to the property of others and or the residence.
2. The Owner does not comply with the Owner's Responsibilities set forth above.
3. The ESA or its presence creates an unmanageable disturbance or interference with the residential community.

Should the ESA be removed from the premises for any reasons, the Owner is expected to fulfill his/her housing obligations for the remainder of the housing contract.

REQUEST FOR REASONABLE HOUSING ACCOMMODATIONS

INSTRUCTIONS TO RESIDENT: The Resident must complete Part I, III, IV and V of this form and sign where applicable. The Resident's Healthcare Provider must complete the Certification of Disability form, Part II. The Resident must submit the completed application with all supporting documentation to the Director of Student Services. All information provided is kept confidential under applicable laws and will only be shared with the necessary professionals to fully evaluate the request. This is a five page application. Please make sure you return all pages.

Part I. REQUEST FOR REASONABLE HOUSING ACCOMMODATIONS

Full Name: _____

Cell Phone: () - E-Mail _____

Semester/Year for which accommodation is requested: _____

Current address: _____

Have you previously applied for disability housing accommodations at NYCDA? YES NO

If yes, when? _____ List any accommodations you received: _____

I am requesting the following housing accommodations: *Requested accommodation must be clearly linked to functional limitations. A specific building or roommate request is not considered a reasonable accommodation and will not be evaluated as such.*

- Service Animal
- Emotional Assistance Animal
- Wheelchair Accessible Unit (specify what modifications you need, i.e. roll-in shower, grab bars, etc.)

Other: _____

Do you require evacuation assistance: Yes No

If yes, please describe your needs for evacuation assistance: _____

Part II. REQUEST FOR EMOTIONAL SUPPORT ANIMAL – MENTAL HEALTH PROVIDER FORM

Health Care Provider: Please respond to the following questions regarding the above-named resident.

To the Evaluator: The resident named below has represented that s/he has a disability which will require housing accommodation at NYCDA Residences. The information you provide will be used to determine the appropriateness of the requested accommodation. Please take the time to complete this form and thoroughly answer all questions. You must send us an original with your signature. We cannot accept substitutions for this form, but you may provide supplemental information on official letterhead. Please contact us with any questions. All information provided to us is confidential. With the resident’s permission, we may contact you directly for additional information to assist us in making a determination. Any supportive documents can be mailed to the below address:

NYCDA
Attn: Director of Student Services
39 West 19th Street, 2nd Floor
New York, NY 10011

Full Name of Patient: _____

Diagnosis

Date of onset:

Dates under your care of this specific disability:

Symptom(s) or effects(s) the condition has on the student’s ability to remain in Residential Housing without the use of an emotional support animal:

Description of the service(s) the animal will provide:

Healthcare Professional Name (Print): _____

Professional Licensure:

State: _____ ID Number: _____

Office Address: _____ Office Phone: (____) _____ - _____

Healthcare Professional Signature: _____ Date: ____/____/____

Part III. AUTHORIZATION FOR RELEASE OF INFORMATION

I, (full name) _____, having a home address at (address) _____, hereby authorize the following individuals and/or organizations to release all treatment records, relevant tests and case summaries in their possession regarding me to NYCDA and for NYCDA Representatives to discuss such information in its possession to the individual and/or organizations listed below:

Name of individual and/or organizations who will release or receive information:

This authorization allows the above individuals and/or organizations to copy and send records to NYCDA and allows representatives of NYCDA to review the records. This authorization allows the above individuals and/or organizations to discuss my condition and needs with the NYCDA staff.

This authorization encompasses all records pertaining to my condition, including “third party records” created by any other individuals or organizations.

Pursuant to HIPAA, the following are specified as part of this authorization:

The purpose of disclosure is to assist NYCDA in determining whether I have a disability as defined by the Americans with Disabilities Act and what accommodations may be appropriate.

This authorization expires one year after the date it is signed.

I understand that I have the right to revoke this authorization at any time by providing written notification to NYCDA or the individuals and organizations listed above, and that revoking this authorization does not apply to information that has already been released by this authorization.

I have been informed that the individuals and organizations listed above may not condition treatment or payment on whether I sign this authorization.

I have been informed that the information disclosed may be re-disclosed if the recipient(s) of this information is not required by law to protect the privacy of the information, and the information is no longer protected by HIPAA privacy rules. I am also aware that any information disclosed to NYCDA is subject to other state and federal privacy laws.

Resident Signature: _____ **Date:** _____

Parent/Guardian Signature: _____ **Date:** _____ (If resident is under age 18)

PART IV. SERVICE OR EMOTIONAL ASSISTANCE ANIMAL REQUEST

Full Name: _____

Email: _____

This application is for a request of a/an:

- Service Animal
 Emotional Assistance Animal

Please identify type/breed of Animal: _____

Animal's Gender: _____

Animal's Name: _____

Color: _____

Age: _____

Weight: _____

Please initial:

____ I confirm that all vaccinations are up to date and have provided the appropriate documentation.

____ I have read and agree to abide to all guidelines regarding hosting an animal.

Has the Animal ever harmed or shown aggressive behavior towards people? No Yes

If Yes, please explain:

-ATTACH ANIMAL PHOTO-

Please sign below, indicating that you have read the Service and Animal Guidelines Packet provided to you with this application.

Signature: _____

Date: ____ / ____ / ____

EMERGENCY CONTACT

List the name and contact information for a person you designate to take care of your ESA should you need to leave the residence for an extended period of time and/or unable to care for your animal. The person MAY NOT be another student who resides in the residence. The person must remove your ESA from your residence within (6) hours of your departure from the residence.

NAME: _____

PHONE: _____

RELATIONSHIP: _____

PART V. CONTRACT

I, _____(print your name) have read and understand the Emotional Support Animal Statement and I agree to abide by the requirements applicable to Emotional Support Animals. I understand that if I fail to meet any of the following requirements as set forth in the Statement, NYCDA has the right to remove the Emotional Support Animal, and I will still be required to fulfill my housing and all other obligations for the remainder of the housing contract. I understand this contract is valid for one academic year and it must be renewed and the start of each academic year.